

NOTICE AND AGENDA

SOUTH OGDEN CITY COUNCIL MEETING

Tuesday, January 7, 2014 – 6:00 p.m.

Notice is hereby given that the South Ogden City Council will hold their regular City Council Meeting, Tuesday, January 7, 2014, beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the council may be joining the meeting electronically.

I. OPENING CEREMONY

- A. **Call to Order** – Mayor James F. Minster
- B. **Prayer/Moment of Silence** -
- C. **Pledge of Allegiance** – Council Member Bryan Benard

II. PUBLIC COMMENTS – This is an opportunity for the public to address council members regarding issues or concerns that are not on the agenda for public discussion.

Please limit your comments to three minutes.

- A. Recognition of Scouts/Students

III. CONSENT AGENDA

- A. Approval of December 17, 2013 Council Minutes
- B. Approval of December Warrants Register
- C. Set Date For Public Hearing (January 21, 2013 at 6 pm or as soon as the agenda permits)
To Receive and Consider Comments on Proposed Amendments to the FY2014 Budget

IV. PRESENTATION

- A. Louis Cooper, Weber/Morgan Health Department Environmental Health Director –
Clean Air Initiative

V. RECESS INTO COMMUNITY DEVELOPMENT RENEWAL AGENCY BOARD MEETING

See separate agenda

VI. RECONVENE SOUTH OGDEN CITY COUNCIL MEETING

VII. DISCUSSION / ACTION ITEMS

- A.** Consideration of **Resolution 14-01** – Approving a Local Transportation Fund Agreement With Weber County
- B.** Nominations and Election of Mayor Pro Tem
- C.** Discussion on Proposed Changes to South Ogden Days
- D.** Discussion on RAMP Grant Funding/Obligation
- E.** Discussion on City Mission, Vision, Values

VIII. DEPARTMENT DIRECTOR REPORTS

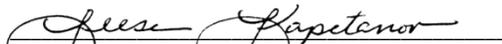
IX. REPORTS

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

X. ADJOURN

Posted and emailed to the State of Utah Website [January 3, 2014](#)

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 January 3, 2014. 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.

FINAL ACTION MAY BE TAKEN ON ANY ITEM ON THIS AGENDA



MEMORANDUM

Date: January 04, 2014
To: Mayor and City Council
From: Matthew J. Dixon, City Manager
Re: **January 07, 2014 Council Meeting**

Below is a brief summary of the agenda items for next Tuesday's meeting. If you have any questions about the agenda please let me know.

Presentation

- Louis Cooper with the Weber/Morgan Health Department has asked to take a few minutes in the meeting to discuss the Clean Air Initiative

CDRA Meeting

- *Housing Loan/Grant Program* – This will be an opportunity for the Board to discuss and finalize the city's Housing Loan/Grant Program details. You'll note in the packet there are a couple of highlighted sections that staff believes need some additional discussion/clarification. We hope to schedule this for final approval on January 21.
- *Closed Session* – The CDRA Board will meet in a closed session to discuss the possible purchase of property.
- *Resolution 14-01 – Participation Agreement with Young Automotive Group, Inc.* This is an agreement that would allow the CDRA to work with the Young Group in the acquisition of options on certain parcels of property in the city. The agreement splits the cost of the options (total actual costs are unknown but estimated at approximately \$80k to \$100k) and allows, once acquired by the Agency, for the options to be transferred to Young to be exercised towards property purchases. If the options are not exercised by Young within 120 days after transfer from the Agency, the options revert back to the Agency.

Discussion and Action Items

- *Resolution 14-01 – Approving a Local Transportation Fund Agreement with Weber County.* This resolution officially acknowledges that the City is accepting \$450,000 in Weber County Transportation dollars to be utilized in the 40th Street Project. This agreement has already been signed by the Weber County Commissioners. This is great news, since the county funds can be applied towards the City's 6.7 percent contribution requirement. That means the City can use its money to pay for additional enhancements (i.e. street lighting, landscaping, etc.) to really make this a

quality project. A big thanks goes out to Mayor Minster and WACOG for their support in helping to fund this.

- *Election of Mayor Pro Tempore* – State law allows city councils to elect a Mayor Pro Tem. This person will assume the responsibilities of the Mayor in his/her absence. During the meeting the Mayor will ask for nominations and then a vote will be taken.
- *Discussion on South Ogden Days* – Jill McCullough, Special Events Coordinator, would like to present some ideas regarding possible changes to the 2014 South Ogden Days events. She would like to gather your insights and ideas on what you would like to see this year. Jill has provided a list of her ideas in your packet to allow you the opportunity to review them before the meeting and come ready to discuss.
- *Discussion on Ramp Grant Funding* – Jon Andersen, Director of Public Services, will review possible RAMP Grant Application ideas. Primarily, he would like your thoughts on applying for a grant to help pay for a restroom/concession facility at South Jr. High. Jon has met with the District and has their support as well as some draft plans on what the facility may look like. With council support, staff would apply to see if RAMP would help fund a large portion of the project. With this being a multi-jurisdictional project that will benefit many throughout the community, we are optimistic that the project should score high on RAMPs funding list.
- *Discussion on Mission, Vision, and Values* – We decided after the last work meeting that we'd spend 15 minutes during your regular meeting to tweek/finalize the city's Values. Below is the city's vision and values as currently in our plan. I have included a PDF of the most recent vision and values statements from our plan for your review. Also, below are the ideas that were exchanged via email following our last meeting. Some feedback, and I think they make a good point, is that PRIDE has been utilized by the LGBT community and may not be an acronym we want to use.

Sustainability & Innovation Optimism & Friendliness

Public Service & Engagement

Responsibility & Accountability

Integrity & Ethics

Diversity & Inclusion

Excellence in Everything

**MINUTES OF THE
SOUTH OGDEN CITY COUNCIL MEETING
Tuesday, December 17, 2013– 6:00 p.m.
Council Chambers, City Hall**

COUNCIL MEMBERS PRESENT

Mayor James F. Minster, Council Members Sallee Orr, Russell Porter, Bryan Benard, Wayne Smith and Brent Strate

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Parks and Public Works Director Jon Andersen, Chief of Police Darin Parke, Fire Chief Cameron West, Administrative Services Director Kristen Hansen, Good Landlord Program Coordinator Ben Robbins and Recorder Leesa Kapetanov

CITIZENS PRESENT

Jim Pearce

I. OPENING CEREMONY

A. Call to Order

Mayor James F. Minster called the meeting to order at 6:02 p.m. and asked for a motion to convene.

Council Member Porter moved to convene as the South Ogden City Council, seconded by Council Member Smith. Council Members Orr, Strate, Benard, Smith and Porter all voted aye.

B. Prayer/Moment of Silence

The mayor led those present in a moment of silence.

C. Pledge of Allegiance

Council Member Strate directed everyone in the Pledge of Allegiance.

Mayor Minster invited anyone who wished to make comments to come forward.

II. PUBLIC COMMENTS

There were no public comments.

A. Recognition of Scouts/Students

There were no scouts or students present at the meeting. The mayor moved to the next agenda item.

III. CONSENT AGENDA

- A. Approval of December 3, 2013 Minutes
- B. Approval of Fashion Pointe Subdivision Phase 5 Amended

Mayor Minster read the items listed on the consent agenda and asked if there were any questions or concerns regarding them. Seeing none, he called for a motion.

Council Member Smith moved to approve the consent agenda, with a second from Council Member Porter. The mayor then called a voice vote. Council Members Benard, Smith, Porter, Orr and Strate all voted aye.

IV. DISCUSSION/ACTION ITEMS

Mayor Minster informed those present that the order of items listed under "Discussion/Action Items" would be changed; item F would follow item C.

- A. Discussion on Animal Services Policy

City Manager Dixon explained that the city's animal control services had grown in the past few years, in part due to the fact that the shelter was a no-kill facility and also because of the many adoption events the city was holding. The growth had resulted in a challenge to staffing. Mr. Dixon and Police Chief Parke had reviewed the increased revenue as well as the need for increase in staffing, and recommended that what previously had been a ten hour a week animal control position now become a 29 hour a week position. The annual budget impact would be \$12,000. Mr. Dixon said the council needed to determine if the city should continue to grow animal control services or if it should cut them back. There had been increased revenues from increased pet adoptions, but there had also been some increased costs, although they were minimal due to the large amount of volunteer hours donated to animal services.

Police Chief Darin Parke gave a presentation on pet adoption events and services that the animal shelter provided (see packet for presentation). He said if the city meets the ASPCA guidelines for an adoption event, it is able to apply for grants from the ASPCA. This in turn allows the city to do more adoption events. The city had been working with Subaru to host many of the adoption events. Other businesses such as Petco and PetSmart had donated money and food for the animals. Chief Parke said because the city had a no-kill shelter, it was becoming very popular, and many organizations were contacting the city to get involved in adoption events.

Council Member Orr clarified that pets coming from other organizations to be adopted did not cost the city anything. After being assured that the extra animals did not cost the city, she asked that an effort be made to ensure all residents knew the animal shelter was a no-kill facility.

Council Member Porter stated he was in favor of increasing the animal shelter employee from ten to 29 hours per week. The mayor and Council Member Strate also agreed.

- B. Consideration of Ordinance 13-22 – Amending and Adopting the Storm Water Capital Facilities Plan and Impact Fee Study

Mayor Minster asked City Manager Dixon to comment on this item. Mr. Dixon pointed out the storm water capital facilities plan had not been updated for many years, and this study was greatly needed. The study not only identified storm water capital projects needed by the city, but also determined the impact fees the city could charge.

The council had no questions concerning the capital facility plan; Mayor Minster called for a motion.

Council Member Benard moved to adopt Ordinance 13-22, followed by a second from Council Member Orr. There was no discussion on the motion. The vote was called:

Council Member Benard-	Yes
Council Member Orr-	Yes
Council Member Porter-	Yes
Council Member Smith-	Yes
Council Member Strate-	Yes

The Storm Water Capital Facilities Plan was adopted.

C. Discussion on Proposed Recreation Programs

Mayor Minster turned the time to Parks and Public Works Director Jon Andersen to lead this discussion. Mr. Andersen reminded the council they had recently hired two part-time recreation employees; this would allow the city to offer more recreation programs as well as maintain more office hours. The city would now offer cardio ballroom dancing as well as the Start Smart program for young children age four to five and their parents. If the council was in agreement, staff would be adding the fees for these programs to the consolidated fee schedule as well as adjusting some fees for other programs.

Director Andersen answered various questions from the council and explained more about the Start Smart program. The council was in favor of adding the additional programs.

Council Member Strate asked if there had been any progress made on a restroom facility for the junior high. Mr. Andersen said he had talked with the school district and was moving forward with applying for a RAMP grant for the restroom. He hoped to have a discussion concerning the restroom on the agenda for the January 7th council meeting.

F. Consideration of Ordinance 13-27 – Amending the Stipend and Payment Methodology for Members of the Planning Commission For Their Service

City Manager Dixon reminded the council of their previous discussion on this subject, and said this ordinance reflected what they had decided. It provided the planning commissioners with a \$25 per month stipend as well as \$25 per meeting attended. He said the change would be reflected in the consolidated fee schedule amendment which was next on the agenda.

There were no questions by the council. Mayor Minster entertained a motion for Ordinance 13-27.

Council Member Orr moved to approve Ordinance 13-27. Council Member Porter seconded the motion. The mayor asked if there were further discussion, and seeing none, he called the vote.

Council Member Orr-	Yes
Council Member Porter-	Yes
Council Member Smith -	Yes
Council Member Strate-	Yes
Council Member Benard -	Yes

Ordinance 13-27 was adopted.

D. **Consideration of Ordinance 13-23 – Amending the Consolidated Fee Schedule for Storm Water Impact Fees, Establishing Donation/Sponsorship Fees For Trees For City Parks, And Making Changes to Animal Control Fees**

The mayor turned the time to City Manager Dixon to explain this ordinance. Mr. Dixon reviewed the various fees and the changes that were being proposed and then fielded questions from the council. Council Member Benard asked if the city attorney had approved charging different residential and commercial storm water impact fees. City Manager Dixon said Mr. Bradshaw had given his okay. Mayor Minster called for a motion concerning Ordinance 13-23.

Council Member Smith moved to adopt Ordinance 13-23. The motion was seconded by Council Member Benard. The mayor asked if there were further discussion on the motion. Council Member Strate indicated he had second thoughts about the amount the city was asking for storm water impact fees. He realized there were projects that needed to be funded, but after calling around to other cities, he was not satisfied with the numbers the council had come up with. He wondered if the city ought to just leave the impact fee at its current amount. Council Member Benard felt the council had fully vetted the impact fee analysis and the city was well below what they could charge according to the study. He pointed out that although there would be a “healthy” increase, the fees had not been studied nor raised since 1997. If the fees were not raised a little now, they would have to be raised a lot later on, or storm water projects would not be completed and the infrastructure would fail. He felt the proposed fees were appropriate.

Council Member Strate replied the fund was being built up already by the monthly charges on the water bill. He had had conversations with the individuals who would be affected by the raised fee the most, and he had concerns. There was no further discussion.

Mayor Minster reminded the council there had been a motion and a second, and then proceeded with the vote:

Council Member Smith-	Yes
Council Member Benard-	Yes
Council Member Strate-	No
Council Member Orr-	Yes
Council Member Porter-	Yes

The motion carried.

E. **Consideration of Ordinance 13-26 – Amending Title 10 Chapter 1 of the City Code, Specifically Chapter 1 Concerning Site Plan Approval, and Chapter 8, Allowing Beauty Culture School as a Conditional Use in a C-2 Zone**

Mayor Minster requested that City Manager Dixon explain the ordinance. Mr. Dixon said the ordinance did two things: First, it improved the site plan review process, and second, it added “Beauty Culture School” as a conditional use in a C-2 zone.

Council Member Orr asked some questions concerning a “Beauty Culture School”, after which there was no more discussion. The mayor called for a motion.

Council Member Porter moved to adopt Ordinance 13-26, followed by a second from Council Member Smith. The mayor asked if there were further discussion. Council Member Orr asked why a “Beauty Culture School” was not allowed in a C-1 zone as a conditional use. City Manager Dixon explained a C-1 zone was meant to be very light neighborhood commercial as it was traditionally next to residential zones. A beauty

school would probably not be a good fit in a C-1 zone. There was no more discussion.
Mayor Minster called the vote:

Council Member Porter-	Yes
Council Member Smith-	Yes
Council Member Strate-	Yes
Council Member Benard-	Yes
Council Member Orr-	Yes

Ordinance 13-26 was adopted.

G. Consideration of Resolution 13-31 – Approving an Agreement With Comcast

City Manager Dixon explained Brian Minster, Information Systems Administrator, had recently compared what the city was paying for phone and internet service to what other service providers would charge. He found that switching to Comcast, the same service the city was now receiving would cost approximately \$4,800 less a year. Staff recommended approval of the agreement.

The council asked some questions and then had no further discussion on the matter. Mayor Minster entertained a motion for the resolution.

Council Member Strate moved to adopt Resolution 13-31. The motion was seconded by Council Member Benard. The mayor asked if there were further discussion. There was no further discussion, so the vote was called.

Council Member Strate-	Yes
Council Member Benard-	Yes
Council Member Smith-	Yes
Council Member Porter-	Yes
Council Member Orr-	Yes

The agreement was approved.

V. DEPARTMENT DIRECTOR REPORTS

A. Fire Chief Cameron West

Reported he had just returned from training on emergency management. He was working on the city's emergency plan, developing partnerships with other entities, and hoped to develop one of the top emergency plans in the county.

VI. REPORTS

A. Mayor – said he was glad to be present.

B. City Council Members

Council Member Benard – nothing to report.

Council Member Strate – was also glad to have the mayor in attendance.

Council Member Smith – welcomed the mayor back.

Council Member Porter – was also glad to have the mayor back.

Council Member Orr – reported she and Council Member Smith had attended the meeting with Washington Terrace concerning the Adams Avenue Parkway improvements. She said their plan looked good, but had a question about a small parcel of land; did it belong to the city? Parks and Public Works Director Jon Andersen said he thought it probably belonged to the state. She also reported the Town Hall Meeting for the Communities That Care Program would be held January 7, 2013 at 7 pm. She asked that the council meeting be short that evening so that the council members could attend.

- C. **City Manager** – nothing to report.
- D. **City Attorney Ken Bradshaw** – not present.

Mayor Minster then called for a motion to adjourn city council meeting and move into an executive session.

VII. ADJOURN CITY COUNCIL MEETING AND CONVENE INTO AN EXECUTIVE SESSION

Council Member Porter moved to adjourn city council meeting and convene into an executive session. Council Member Smith seconded the motion. In a voice vote, Council Members Strate, Benard, Porter, Smith and Orr all voted aye.

At 7:01 pm, the council moved to the adjoining conference room for the executive session.

VIII. ADJOURN EXECUTIVE SESSION AND RECONVENE CITY COUNCIL MEETING

At 7:19 pm, the members of the city council returned to the council chambers. Mayor Minster called for a motion to adjourn the executive session and reconvene city council meeting.

Council Member Benard moved to close the executive session and reconvene as the city council, followed by a second from Council Member Strate. All present voted aye.

The mayor then moved to the next item on the agenda.

IX. DISCUSSION/ACTION ITEM

- A. **Consideration of Resolution 13-32 – Authorizing an Agreement Between the City and the City Manager**

The mayor reported the council had discussed this item in the executive session and called for a motion to approve Resolution 13-32.

Council Member Strate moved to adopt Resolution 13-32. The motion was seconded by Council Member Smith. Mayor Minster asked if there were further discussion. Council Member Benard requested that when it was time for another evaluation, an analysis be made on the city manager's salary so they could be sure that it was at or above the market. There was no further discussion. The vote was called:

Council Member Strate-	Yes
Council Member Smith-	Yes

Council Member Porter-	Yes
Council Member Orr-	Yes
Council Member Benard-	Yes

The city manager's contract was approved.

X. ADJOURN CITY COUNCIL MEETING AND CONVENE INTO WORK SESSION

The mayor indicated it was time to adjourn city council meeting and begin a work session.

Council Member Porter moved to adjourn city council meeting and convene into a work session. Council Member Strate seconded the motion. In a voice vote, Council Members Orr, Porter, Smith, Strate and Benard all voted aye. City council meeting adjourned at 7:22 pm.

Everyone moved to the EOC for the work session. All the previous listed staff and council were in attendance, except for the mayor and Chief Parke.

After a short break, the work session began in the EOC at 7:37 pm.

Mayor Pro Tem Smith began the work session by turning the time to City Manager Dixon. Mr. Dixon thanked everyone for being willing to stay late. He said he thought the time spent working on mission, vision and values now would be of great value later. He then invited David Sandberg from Focus and Execute, to lead the discussion. Mr. Sandberg presented the vision statement (see Attachment A) developed by City Manager Dixon after compiling statements from the last meeting. Staff and council reviewed the vision statement, refining it and making some minor changes. The final statement was "By 2025 South Ogden City will stand out as the friendliest, safest and most inviting place to live, work, and visit in Weber County; where engaged residents feel at home through innovative development and excellent public services".

The council then listed some goals/projects they would like to have accomplished by 2025. They included the widening of 40th Street, rebranding, and letting people know when they enter South Ogden, whether through signage, redevelopment, or just the look. Mr. Sandberg added these goals to the strategic plan as well as removed some others.

The discussion then turned to values. Mr. Sandberg described values as the way we govern ourselves; they are the foundation of our culture and build trust. He said the next step in the process was to define what the city's values were. He had each person list down the values that were important and define them. Each person then posted the values in similar categories on the wall. The council then discussed which values were the ones the city should adopt to govern itself by. The values were: Excellence (defined as competence); Responsibility (defined as dedication, prompt, time, productivity); Communication (defined as constructive conflict, listening, no politics, feedback); Integrity (defined as trust, honesty, loyalty); Individuality (defined as diversity, creativity); and Unity (defined as kindness, civility, respect).

The council concluded their discussion and Mayor Pro Tem Smith called for a motion to adjourn.

Council Member Orr moved to adjourn, followed by a second from Council Member Porter. All present voted aye.

The work session ended at 8:57 pm.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council Meeting held Tuesday, December 17, 2013.


Leesa Kapetanov, City Recorder

Date Approved by the City Council _____

Not Yet Approved

Attachment A

David Sandberg Presentation

South Ogden City

Mission, Vision, and Values

December 17, 2013



Vision Exercise

- 2020 headlines for South Ogden City
- What major things need to be accomplished before 2020
- How do the residents and businesses who reside here feel about South Ogden City

Did you give input?



Vision Statement

By 2025 South Ogden City will stand out as the friendliest, safest, and most inviting place to live, work, and visit in Weber County; where engaged residents feel at home while enjoying the highest quality of life in a vibrant community defining itself through innovative development and excellent public services.

Vision Statement



- Does it tell where we are going?
- Is it inspiring?
- Does it motivate to action?
- When achieved will it benefit stakeholders?
- Is it aligned to the needs of the stakeholders?

Vision Statement



- Are there any BHAGs we should articulate now?
- Do they align with the overall vision of the organization?

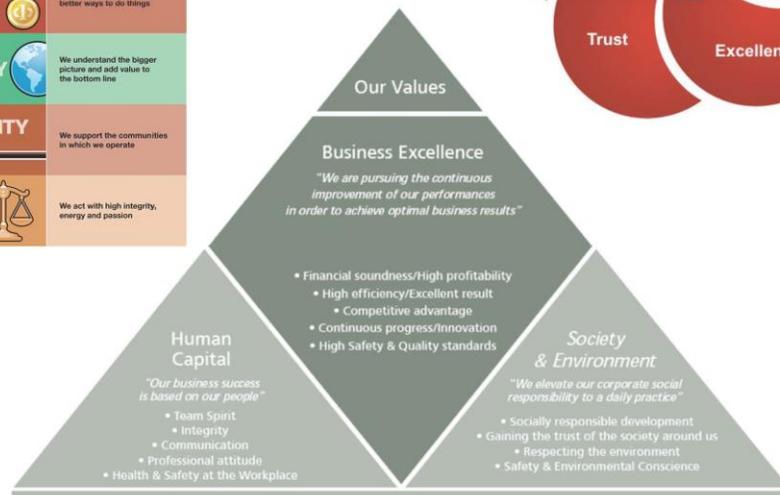


Values

- Values are the way we govern ourselves
- They are the foundation for our culture
- They build trust

Values

SAFETY		We act consciously every day to keep ourselves and our teams safe
OUR PEOPLE		We work together as part of a high performing team and deliver what we promise
CUSTOMERS		We build strong relationships and deliver value to customers
EXCELLENCE		We consistently look for better ways to do things
SUSTAINABILITY		We understand the bigger picture and add value to the bottom line
OUR COMMUNITY		We support the communities in which we operate
INTEGRITY		We act with high integrity, energy and passion



Values Exercise (Personal)

- What are your own personal values?
- What are the Characteristics you value in those you work with?
- Define what that means for you.

Example:

Integrity: Taking responsibility when you have messed up

or

Integrity: Honest days labor for an honest days pay

Values Exercise (Group)

- Organize all personal values into like categories.
- Pick out the top 5-7 .
- Are there any we did not pick that should be included?
- Come to a common definition of what those words mean to you.

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
01-11750 UTILITY CASH CLEARING				
93270	TRIBE, BETTY	12/02/2013	12/12/2013	56.19
93271	TRUJILLO, JULIE	12/10/2013	12/12/2013	925.73
93272	ED & ROX INVESTMENT	12/10/2013	12/12/2013	130.31
10-15121 Prepaid Health Insurance				
2266	DENTAL SELECT	12/15/2013	12/24/2013	4,316.80
91573	SELECT HEALTH	12/19/2013	12/31/2013	52,172.00
91573	SELECT HEALTH	12/19/2013	12/31/2013	347.40
10-15122 Prepaid Life Insurance				
5100	LIFEMAP ASSURANCE COMPANY	12/26/2013	12/30/2013	893.09
10-15123 Prepaid Vision Insurance				
2266	DENTAL SELECT	12/15/2013	12/24/2013	374.85
10-15210 COBRA Receivables				
2266	DENTAL SELECT	12/15/2013	12/24/2013	23.43
10-21400 Credit Card Payable				
1739	BANK OF UTAH	12/11/2013	12/31/2013	75.00
10-22230 STATE WITHHOLDING PAYABLE				
5997	UTAH STATE TAX COMMISSION	12/13/2013	12/31/2013	6,577.74
5997	UTAH STATE TAX COMMISSION	12/27/2013	12/31/2013	6,845.58
10-22260 UNION DUES PAYABLE				
5403	SOUTH OGDEN POLICE ASSOCIATION	12/13/2013	12/31/2013	57.00
5403	SOUTH OGDEN POLICE ASSOCIATION	12/27/2013	12/31/2013	57.00
10-22276 United Way Payable				
90015	UNITED WAY	12/13/2013	12/31/2013	22.00
90015	UNITED WAY	12/27/2013	12/31/2013	22.00
10-22278 Conseco Ins. Payable				
2072	WASHINGTON NATIONAL INS. CO.	12/15/2013	12/31/2013	332.75
10-22280 AFLAC Ins. Payable				
560	AFLAC	12/11/2013	12/31/2013	181.83
10-22284 Liberty National Ins Payable				
4095	LIBERTY NATIONAL LIFE INS. CO.	12/01/2013	12/03/2013	366.29
4095	LIBERTY NATIONAL LIFE INS. CO.	12/31/2013	12/31/2013	411.40
10-22285 GARNISHMENTS PAYABLE				
2604	FAMILY SUPPORT REGISTRY	12/13/2013	12/17/2013	138.46
2604	FAMILY SUPPORT REGISTRY	12/27/2013	12/31/2013	138.46
5865	OFFICE OF RECOVERY SERVICES	12/13/2013	12/17/2013	319.04
5865	OFFICE OF RECOVERY SERVICES	12/13/2013	12/17/2013	173.40
5865	OFFICE OF RECOVERY SERVICES	12/27/2013	12/31/2013	173.40
5865	OFFICE OF RECOVERY SERVICES	12/27/2013	12/31/2013	319.04
89062	UHEAA	12/13/2013	12/31/2013	29.67
89062	UHEAA	12/27/2013	12/31/2013	47.12
92869	FARMER, DANA T	12/27/2013	12/31/2013	199.68
10-22290 DISABILITY PAYABLE				
5994	PUBLIC EMPLOYEES LT DISABILITY	12/13/2013	12/31/2013	677.11
5994	PUBLIC EMPLOYEES LT DISABILITY	12/27/2013	12/31/2013	710.20
10-23115 Football Equipment Deposit				
89555	CUNDICK, KEVIN & KAMRA	12/17/2013	12/17/2013	100.00
89555	CUNDICK, KEVIN & KAMRA	12/17/2013	12/17/2013	10.00-
91432	JOHNSON, TIPPHANIE	12/17/2013	12/17/2013	100.00
91432	JOHNSON, TIPPHANIE	12/17/2013	12/17/2013	20.00-
91485	MARCUS, JUSTIN	12/17/2013	12/17/2013	100.00
91929	PATRICK, RACHEL	12/17/2013	12/17/2013	100.00
91929	PATRICK, RACHEL	12/17/2013	12/17/2013	15.00-
92109	TRUJILLO, MONICO	12/17/2013	12/17/2013	100.00
92109	TRUJILLO, MONICO	12/17/2013	12/17/2013	20.00-
93228	NOON, WYLIE C	12/17/2013	12/17/2013	.00
93228	NOON, WYLIE C	12/17/2013	12/17/2013	.00
93228	NOON, WYLIE C	12/17/2013		.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
93228	NOON, WYLIE C	12/17/2013		.00
93280	BURNETT, CANDIE	12/17/2013	12/17/2013	100.00
93280	BURNETT, CANDIE	12/17/2013	12/17/2013	15.00-
10-23200	Community Facility Deposit			
93289	WOOSLEY, DOUG	10/11/2013	12/17/2013	100.00
10-23260	BAIL HELD IN TRUST PAYABLE			
93268	LOANS FOR LESS	11/26/2013	12/12/2013	200.00
93274	AVERETT, CODY	12/09/2013	12/12/2013	838.00
93275	CANNON, JUNE AMANDA	12/09/2013	12/12/2013	698.00
93277	HOLT, IAN	09/27/2013	12/12/2013	625.00
10-32-100	Business Licenses - Commercial			
93269	TRAPPER TRAILS COUNCIL BSA	11/26/2013	12/12/2013	14.00
10-32-160	Rental Business Fees			
93292	PERIGO, GARY	11/07/2013	12/24/2013	60.00
93293	A + PROBLEM SOLVERS LLC	11/04/2013	12/24/2013	35.00
10-34-350	Basketball Fees			
91929	PATRICK, RACHEL	11/15/2013	12/17/2013	45.00
91929	PATRICK, RACHEL	11/15/2013	12/17/2013	12.00
93288	SHEPHERD, DAN	10/24/2013	12/17/2013	45.00
93288	SHEPHERD, DAN	10/24/2013	12/17/2013	12.00
93296	RANDALL, CARTER	10/20/2013	12/31/2013	45.00
93296	RANDALL, CARTER	10/20/2013	12/31/2013	12.00
10-35-200	Fines- Regular			
92743	SWEITZETR, FRED	12/02/2013	12/12/2013	75.00
92743	SWEITZETR, FRED	12/02/2013	12/12/2013	75.00
10-36-200	Sub 4 Santa			
6121	WAL-MART STORES, INC.	12/20/2013	12/24/2013	1,225.00
10-36-400	Sales of Fixed Assets			
92539	PUBLIC SURPLUS	11/30/2013	12/12/2013	455.00
92539	PUBLIC SURPLUS	11/30/2013	12/12/2013	399.00
10-41-230	Travel & Training			
5605	TONY'S PIZZA	12/17/2013	12/24/2013	75.95
10-43-275	State Surcharge			
5955	UTAH STATE TREASURER	11/30/2013	12/12/2013	14,110.00
10-43-300	Public Defender Fees			
88617	BUSHELL, RYAN	12/09/2013	12/12/2013	800.00
10-43-310	Professional & Technical			
5511	SUPERIOR WATER AND AIR, INC.	12/31/2013	12/31/2013	19.95
10-43-330	Witness Fees			
1300	BAILEY, RYAN	12/09/2013	12/12/2013	18.50
2261	DEHART, WILFORD	12/09/2013	12/12/2013	18.50
5265	SCHULTZ, BRIAN	12/13/2013	12/17/2013	18.50
92382	PERFETTO, TONY	12/09/2013	12/12/2013	18.50
93007	CARVER, JEANLEE	12/13/2013	12/17/2013	18.50
93276	FRICKEL, SHANNON	12/09/2013	12/12/2013	18.50
93283	WALKER, TED	12/13/2013	12/17/2013	18.50
93284	SCADDEN, WENDY	12/13/2013	12/17/2013	18.50
93285	BALDWIN, AMANDA	12/13/2013	12/17/2013	18.50
93286	MONTOYA, KRYSY	12/13/2013	12/17/2013	18.50
93287	BALDWIN, DANIEL	12/13/2013	12/17/2013	18.50
10-43-649	Lease Interest/Taxes			
5126	REVCO LEASING CO.	12/17/2013	12/24/2013	43.06
10-43-650	Lease Payments			
5126	REVCO LEASING CO.	12/17/2013	12/24/2013	109.87
10-43-750	Capital Outlay			
93278	COGENT	10/28/2013	12/12/2013	7,298.00
10-44-210	Books, Subscriptions & Member			
3581	INTN'L INST. MUNICIPAL CLERKS	12/24/2013	12/31/2013	145.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
5969	STATE OF UTAH	12/10/2013	12/11/2013	75.00
10-44-240	Office Supplies & Miscell			
5121	SYMBOL ARTS	12/18/2013	12/31/2013	28.00
5343	STAPLES	12/05/2013	12/11/2013	13.49
5343	STAPLES	12/30/2013	12/31/2013	390.96
7652	ALPHAGRAPHICS	11/21/2013	12/12/2013	72.00
7652	ALPHAGRAPHICS	11/27/2013	12/12/2013	174.25
7652	ALPHAGRAPHICS	12/09/2013	12/24/2013	69.31
10-44-280	Telephone			
5326	SPRINT	11/28/2013	12/12/2013	65.71
5326	SPRINT	11/28/2013	12/12/2013	21.91
6006	VERIZON WIRELESS	11/23/2013	12/12/2013	13.33
6006	VERIZON WIRELESS	11/23/2013	12/12/2013	40.01
10-44-300	Gas, Oil & Tires			
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	76.47
10-44-310	Professional & Technical			
5308	SHRED MASTERS	12/17/2013	12/17/2013	71.00
5308	SHRED MASTERS	12/19/2013	12/24/2013	41.60
5511	SUPERIOR WATER AND AIR, INC.	12/20/2013	12/24/2013	19.95
91573	SELECT HEALTH	12/19/2013	12/31/2013	171.10
91653	FOCUS & EXECUTE	12/10/2013	12/12/2013	1,500.00
10-44-600	Service Charges			
89472	INTELLIPAY	12/09/2013	12/11/2013	104.50
89472	INTELLIPAY	12/09/2013	12/11/2013	208.79
10-44-649	Lease Interest/Taxes			
5126	REVCO LEASING CO.	12/17/2013	12/24/2013	104.13
10-44-650	Lease Payments			
5126	REVCO LEASING CO.	12/17/2013	12/24/2013	132.39
10-49-130	Retirement Benefits			
2266	DENTAL SELECT	12/15/2013	12/24/2013	51.08
91573	SELECT HEALTH	12/19/2013	12/31/2013	762.70
91573	SELECT HEALTH	12/19/2013	12/31/2013	365.60
10-49-220	Public Notices			
4750	OGDEN PUBLISHING CORPORATION	11/09/2013	12/12/2013	84.89
4750	OGDEN PUBLISHING CORPORATION	11/25/2013	12/12/2013	77.53
10-49-260	Workers Compensation			
5968	UTAH LOCAL GOVERNMENTS TRUST	12/12/2013	12/24/2013	3,409.53
10-49-290	City Postage			
5526	THE MAIL ROOM, ETC.	12/31/2013	12/31/2013	7,500.00
10-49-291	Newsletter Printing			
7652	ALPHAGRAPHICS	12/04/2013	12/11/2013	526.64
7652	ALPHAGRAPHICS	12/27/2013	12/30/2013	526.64
10-49-310	Auditors			
92705	KEDDINGTON & CHRISTENSEN, LLC	12/11/2013	12/17/2013	3,500.00
10-49-321	I/T Supplies			
4159	LOWE'S BUSINESS ACCOUNT	12/11/2013	12/17/2013	18.15
5343	STAPLES	12/30/2013	12/31/2013	36.78
89910	ID WHOLESALER	12/30/2013	12/31/2013	139.98
92902	MONOPRICE	12/30/2013	12/31/2013	47.89
10-49-322	Computer Contracts			
92395	IRON MOUNTAIN	11/30/2013	12/31/2013	78.00
93300	DOMAIN HOSTING	12/30/2013	12/31/2013	2.99
93300	DOMAIN HOSTING	12/30/2013	12/31/2013	13.17
10-49-323	City-wide Telephone			
3535	INTEGRA TELECOM	11/25/2013	12/12/2013	669.39
10-49-324	City-wide Internet			
2021	COMCAST	12/04/2013	12/12/2013	384.52

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-49-400	Unreserved			
92719	SOVEREIGN BANK	11/14/2013	12/12/2013	305,141.71
10-49-520	Employee Assistance Plan			
1495	BLOMQUIST HALE CONSULTING GROU	12/01/2013	12/12/2013	300.00
1495	BLOMQUIST HALE CONSULTING GROU	07/01/2013	12/24/2013	300.00
10-49-600	Community Programs			
710	AMERIGAS	12/12/2013	12/24/2013	61.04
4082	MICHAELS ARTS & CRAFTS	12/02/2013	12/11/2013	27.97
5326	SPRINT	11/28/2013	12/12/2013	21.90
6006	VERIZON WIRELESS	11/23/2013	12/12/2013	13.34
6121	WAL-MART STORES, INC.	11/27/2013	12/03/2013	658.67
6121	WAL-MART STORES, INC.	12/06/2013	12/11/2013	120.17
6121	WAL-MART STORES, INC.	12/13/2013	12/24/2013	24.72
6372	WEBER MORGAN HEALTH DEPT	11/25/2013	12/03/2013	35.00
6651	ZURCHERS PARTY & WEDDING STORE	12/06/2013	12/11/2013	27.94
6651	ZURCHERS PARTY & WEDDING STORE	12/20/2013	12/31/2013	26.17
8066	MACEY'S	12/11/2013	12/17/2013	11.78
89058	CHATTERTON, JUSTIN	12/04/2013	12/12/2013	500.00
91069	FRESH MARKET	12/23/2013	12/30/2013	13.08
92932	PAPA JOHNS	12/16/2013	12/24/2013	15.99
93020	McCULLOUGH, JILL	12/19/2013	12/24/2013	17.57
93273	ROSS, MATTHEW S.	12/06/2013	12/12/2013	200.00
93301	EARTHGRAINS	12/20/2013	12/31/2013	13.95
93302	BDO OUTLET	12/11/2013	12/31/2013	89.94
10-49-610	Government Immunity			
93290	REEVE & ASSOCIATES, INC.	12/10/2013	12/24/2013	350.00
93290	REEVE & ASSOCIATES, INC.	12/10/2013	12/24/2013	450.00
93291	GARY TOLMAN CONST., INC	11/14/2013	12/24/2013	598.72
10-49-620	Youth City Council			
2092	CAPITAL ONE COMMERCIAL (COSTCO)	10/30/2013	12/12/2013	54.76
2092	CAPITAL ONE COMMERCIAL (COSTCO)	10/30/2013	12/12/2013	13.79
2092	CAPITAL ONE COMMERCIAL (COSTCO)	11/05/2013	12/12/2013	23.57
10-50-240	Supplies			
4750	OGDEN PUBLISHING CORPORATION	11/03/2013	12/12/2013	839.04
6356	WEBER COUNTY CLERK/AUDITOR	11/27/2013	12/03/2013	3,363.84
10-51-260	Senior Center Maint & Util			
2021	COMCAST	11/15/2013	12/12/2013	166.02
2021	COMCAST	12/15/2013	12/31/2013	165.77
4230	QUESTAR	11/21/2013	12/03/2013	111.76
4230	QUESTAR	12/23/2013	12/31/2013	317.11
6000	ROCKY MOUNTAIN POWER	11/26/2013	12/03/2013	324.41
10-51-262	Old City Hall Utilities			
4230	QUESTAR	11/21/2013	12/03/2013	323.20
4230	QUESTAR	12/23/2013	12/31/2013	619.61
6000	ROCKY MOUNTAIN POWER	11/26/2013	12/03/2013	303.54
10-51-263	Fire Station #82 Utilities			
4230	QUESTAR	11/20/2013	12/03/2013	185.66
4230	QUESTAR	12/27/2013	12/31/2013	684.91
6000	ROCKY MOUNTAIN POWER	12/02/2013	12/12/2013	338.45
10-51-264	Station #82 Maintenance			
6460	WHITEHEAD WHOLESALE ELECTRIC	12/16/2013	12/31/2013	198.35
92457	ENERGY MANAGEMENT CORP	10/31/2013	12/17/2013	368.51
10-51-265	Cleaning Contract			
5115	RECOMMENDED BUILDING MAINTENAN	12/01/2013	12/12/2013	1,299.50
10-51-270	New City Hall Maintenance			
2959	G & K SERVICES	11/05/2013	12/12/2013	23.26
2959	G & K SERVICES	11/12/2013	12/12/2013	23.26
2959	G & K SERVICES	11/19/2013	12/12/2013	23.26

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
2959	G & K SERVICES	11/26/2013	12/12/2013	23.26
3017	ROBERTSON, CHERYL	12/01/2013	12/12/2013	140.00
4017	LABOR COMMISSION SAFETY DIV.	12/19/2013	12/31/2013	180.00
5115	RECOMMENDED BUILDING MAINTENAN	12/01/2013	12/12/2013	103.98
6460	WHITEHEAD WHOLESALE ELECTRIC	12/09/2013	12/31/2013	22.27
93019	AIRE FILTER PRODUCTS- UTAH, LLC	11/20/2013	12/17/2013	391.80
93298	CUSTOM FENCE CO.	12/10/2013	12/31/2013	2,157.00
10-51-275 New City Hall Utilities				
4230	QUESTAR	11/21/2013	12/03/2013	998.31
4230	QUESTAR	12/23/2013	12/31/2013	2,534.23
6000	ROCKY MOUNTAIN POWER	11/29/2011	12/03/2013	2,722.90
10-52-120 Commission Allowance				
5070	PRUESS, STEVE	12/27/2013	12/31/2013	100.00
5276	SEBAHAR, SHANNON	12/27/2013	12/31/2013	125.00
91268	GURR, JENNIFER & DAX	12/30/2013	12/31/2013	75.00
92712	LAYTON, MIKE	12/27/2013	12/31/2013	125.00
92713	HESLOP, TODD	12/30/2013	12/31/2013	125.00
92714	HANSEN, CHRIS	12/30/2013	12/31/2013	125.00
10-52-310 Professional & Technical Servi				
4018	LANDMARK DESIGN	12/03/2013	12/12/2013	4,452.75
6145	WASATCH CIVIL ENGINEERING CORP	12/02/2013	12/12/2013	1,554.76
10-55-131 WTC - A/C Contract				
1151	AVID IDENTIFICATION SYSTEMS	11/14/2013	12/03/2013	207.53
1653	BROOKSIDE ANIMAL HOSPITAL	11/01/2013		.00
1653	BROOKSIDE ANIMAL HOSPITAL	11/01/2013		.00
1653	BROOKSIDE ANIMAL HOSPITAL	11/01/2013		.00
1653	BROOKSIDE ANIMAL HOSPITAL	11/01/2013		.00
2117	CROWN TROPHY	11/26/2013	12/12/2013	80.00
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	75.44
5343	STAPLES	11/22/2013	12/03/2013	11.93
5944	UTAH COMMUNICATIONS AGENCY NET	11/30/2013	12/31/2013	23.25
6006	VERIZON WIRELESS	11/23/2013	12/12/2013	40.07
7652	ALPHAGRAPHICS	12/04/2013	12/12/2013	5.03
8066	MACEY'S	12/07/2013	12/17/2013	7.72
90008	E-BAY	12/17/2013	12/24/2013	10.99
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/07/2013	12/17/2013	50.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/13/2013	12/17/2013	10.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/13/2013	12/17/2013	65.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/13/2013	12/17/2013	65.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/13/2013	12/17/2013	10.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/13/2013	12/17/2013	65.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/13/2013	12/17/2013	50.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/14/2013	12/17/2013	65.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/14/2013	12/17/2013	65.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/14/2013	12/17/2013	60.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/14/2013	12/17/2013	75.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/15/2013	12/17/2013	65.00
90558	ANIMAL CARE VET ANIMAL HOSPITAL	11/15/2013	12/17/2013	65.00
91115	NORTHSIDE ANIMAL CLINIC	12/04/2013	12/12/2013	200.00
91455	MILLCREEK ANIMAL HOSPITAL	11/27/2013	12/24/2013	17.97
91455	MILLCREEK ANIMAL HOSPITAL	11/30/2013	12/24/2013	20.00
92253	MOUNTAIN VIEW ANIMAL CLINIC	12/05/2013	12/24/2013	55.80
93263	HERO247.COM	11/26/2013	12/11/2013	28.00
10-55-132 Liquor Funds Expenditures				
91866	UPS	12/20/2013	12/24/2013	15.53
92122	LN CURTIS & SONS	11/25/2013	12/12/2013	1,961.25
10-55-240 Office Supplies - Police				
2652	FEDEX	12/16/2013	12/24/2013	11.04

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
5343	STAPLES	11/21/2013	12/03/2013	142.80
5343	STAPLES	12/07/2013	12/17/2013	164.98
5343	STAPLES	12/07/2013	12/17/2013	96.41
5343	STAPLES	12/17/2013	12/24/2013	38.14
5343	STAPLES	12/23/2013	12/31/2013	98.37
10-55-245 Clothing Contract - Police				
104	A-1 UNIFORMS	11/09/2013	12/03/2013	7.00
104	A-1 UNIFORMS	11/11/2013	12/03/2013	10.00
104	A-1 UNIFORMS	11/12/2013	12/03/2013	10.50
2270	DINGMAN, GREGORY	11/20/2013	12/31/2013	119.99
4118	DALTON, LISA	11/23/2013	12/31/2013	74.95
4122	MCNEELY, MICHAEL	12/18/2013	12/31/2013	137.00
5121	SYMBOL ARTS	08/07/2013	12/12/2013	12.00
6264	WATERSHED, INC.	11/19/2013	12/03/2013	1,317.64
92122	LN CURTIS & SONS	11/22/2013	12/17/2013	64.75
92122	LN CURTIS & SONS	12/05/2013	12/24/2013	64.75
10-55-246 Special Dept Supplies - Police				
2652	FEDEX	12/06/2013	12/17/2013	43.90
5511	SUPERIOR WATER AND AIR, INC.	12/14/2013	12/12/2013	19.95
89013	SEE'S CANDIES	12/16/2013	12/24/2013	72.10
89013	SEE'S CANDIES	12/16/2013	12/24/2013	2.10
91866	UPS	12/05/2013	12/11/2013	20.35
93262	THAT'S GREAT NEWS	11/26/2013	12/11/2013	179.00
10-55-247 Animal Control Costs				
1151	AVID IDENTIFICATION SYSTEMS	11/14/2013	12/03/2013	830.13
2117	CROWN TROPHY	11/26/2013	12/12/2013	322.00
3434	HOME DEPOT/GEFC	10/31/2013	12/12/2013	7.88
3434	HOME DEPOT/GEFC	11/05/2013	12/12/2013	58.54
3434	HOME DEPOT/GEFC	11/05/2013	12/12/2013	8.94
5343	STAPLES	11/22/2013	12/03/2013	47.75
6360	WEBER COUNTY TRANSFER STATION	11/21/2013	12/12/2013	5.00
6360	WEBER COUNTY TRANSFER STATION	11/26/2013	12/17/2013	5.00
7652	ALPHAGRAPHICS	12/04/2013	12/12/2013	20.13
8066	MACEY'S	12/07/2013	12/17/2013	30.90
90008	E-BAY	12/17/2013	12/24/2013	44.00
91115	NORTHSIDE ANIMAL CLINIC	12/04/2013	12/12/2013	800.00
91116	HEARTSONG SPAY-NEUTER CLINIC	11/19/2013	12/12/2013	72.00
91116	HEARTSONG SPAY-NEUTER CLINIC	11/19/2013	12/12/2013	12.00
91116	HEARTSONG SPAY-NEUTER CLINIC	11/19/2013	12/12/2013	47.00
91116	HEARTSONG SPAY-NEUTER CLINIC	11/19/2013	12/12/2013	45.00
91116	HEARTSONG SPAY-NEUTER CLINIC	11/19/2013	12/12/2013	26.00
91116	HEARTSONG SPAY-NEUTER CLINIC	12/20/2013	12/24/2013	50.00
91455	MILLCREEK ANIMAL HOSPITAL	11/27/2013	12/24/2013	71.89
91455	MILLCREEK ANIMAL HOSPITAL	11/30/2013	12/24/2013	80.00
92253	MOUNTAIN VIEW ANIMAL CLINIC	12/05/2013	12/24/2013	223.20
93263	HERO247.COM	11/26/2013	12/11/2013	112.00
10-55-248 Vehicle Maintenance - Police				
5052	HOFFMAN UTAH, INC	12/06/2013	12/24/2013	275.00
91942	C-C DISTRUBUTING	11/18/2013	12/12/2013	28.67
10-55-280 Telephone/Internet - Police				
4228	CENTURY LINK	12/01/2013	12/24/2013	192.28
5326	SPRINT	11/28/2013	12/12/2013	676.29
5326	SPRINT	11/28/2013	12/12/2013	65.80
6006	VERIZON WIRELESS	11/23/2013	12/12/2013	1,053.43
89022	BEST BUY	12/02/2013	12/11/2013	42.80
10-55-300 Gas, Oil & Tires - Police				
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	6,235.48

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-55-310	Professional & Tech - Police			
3511	RICOH USA, INC	11/19/2013	12/12/2013	45.88
5941	UTAH DIV. OF CONSUMER PROTECT	12/27/2013	12/31/2013	66.00
5944	UTAH COMMUNICATIONS AGENCY NET	11/30/2013	12/31/2013	1,116.00
88015	IHC WORK MED	12/02/2013	12/17/2013	44.00
88015	IHC WORK MED	12/02/2013	12/17/2013	44.00
92905	TRACK WHAT MATTERS	12/01/2013	12/11/2013	10.00
10-55-329	Computer Repairs - Police			
89835	PRIMERA STORE	12/11/2013	12/17/2013	350.00
91866	UPS	11/25/2013	12/03/2013	44.62
93281	LAPTOPKEY.COM	12/11/2013	12/17/2013	6.74
10-55-401	Emergency Mgmt. Plan			
4159	LOWE'S BUSINESS ACCOUNT	12/11/2013	12/17/2013	179.26
4159	LOWE'S BUSINESS ACCOUNT	12/11/2013	12/17/2013	87.97-
5358	STATE TRAILER SUPPLY	12/11/2013	12/17/2013	15.73
10-55-450	K-9			
2092	CAPITAL ONE COMMERCIAL (COSTCO)	11/08/2013	12/12/2013	79.98
10-55-649	Lease Interest/Taxes			
3511	RICOH USA, INC	12/06/2013	12/24/2013	54.25
10-55-650	Lease Payments - Police			
3511	RICOH USA, INC	12/06/2013	12/24/2013	182.66
3511	RICOH USA, INC	12/06/2013	12/24/2013	11.85
5126	REVCO LEASING CO.	12/10/2013	12/24/2013	185.48
10-55-700	Small Equipment - Police			
92122	LN CURTIS & SONS	11/26/2013	12/12/2013	2,750.00
92122	LN CURTIS & SONS	11/25/2013	12/12/2013	4,057.50
10-57-230	Travel & Training			
4161	MECHAM, SHAUN	12/27/2013	12/31/2013	184.00
5309	SHUPE, AARON	11/30/2013	12/17/2013	25.00
5309	SHUPE, AARON	12/07/2013	12/17/2013	25.00
5309	SHUPE, AARON	12/27/2013	12/31/2013	184.00
6421	WEST, CAMERON	12/27/2013	12/31/2013	276.00
88019	RASMUSSEN, RICK	12/27/2013	12/31/2013	276.00
89866	THOMPSON, KODY	12/27/2013	12/31/2013	184.00
90633	GUEST SERVICES, INC.	12/01/2013	12/17/2013	17.08
91310	SLC INTERNATIONAL AIRPORT	12/14/2013	12/17/2013	3.00
91917	ANDERSON, KATHY	12/27/2013	12/31/2013	184.00
93294	BERG, DOUG	12/27/2013	12/31/2013	184.00
93295	JENSEN, PRESTON	12/27/2013	12/31/2013	184.00
10-57-240	Office Supplies & Expense			
5343	STAPLES	11/22/2013	12/03/2013	245.07
5343	STAPLES	11/26/2013	12/12/2013	109.10
5343	STAPLES	11/27/2013	12/12/2013	12.26
10-57-245	Clothing Contract			
104	A-1 UNIFORMS	12/03/2013	12/12/2013	123.76
104	A-1 UNIFORMS	09/12/2013	12/17/2013	95.88
92426	PAUL CONWAY SHIELDS	11/20/2013	12/03/2013	134.00
92609	MUNICIPAL EMERGENCY SERVICES	08/27/2013	12/24/2013	1,157.08
92609	MUNICIPAL EMERGENCY SERVICES	08/27/2013	12/24/2013	913.64
10-57-246	Special Department Supplies			
2092	CAPITAL ONE COMMERCIAL (COSTCO)	10/30/2013	12/12/2013	108.21
4159	LOWE'S BUSINESS ACCOUNT	11/25/2013	12/03/2013	116.21
5343	STAPLES	11/22/2013	12/03/2013	117.32
5343	STAPLES	11/26/2013	12/12/2013	86.36
5511	SUPERIOR WATER AND AIR, INC.	12/31/2013	12/24/2013	19.95
5511	SUPERIOR WATER AND AIR, INC.	12/31/2013	12/24/2013	19.95
88019	RASMUSSEN, RICK	12/09/2013	12/17/2013	81.97
88306	COLONIAL FLAG & SPECIALITY CO.	11/29/2013	12/11/2013	192.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
90547	LYNN CARD COMPANY	12/05/2013	12/11/2013	56.95
93264	AFFILIATED METALS #16	11/29/2013	12/11/2013	269.62
10-57-250 Vehicle Maintenance				
2992	GENUINE PARTS CO./NAPA (SLC)	12/04/2013	12/12/2013	32.98
6420	WESTLAND FORD	12/04/2013	12/12/2013	18.30
88231	INTERSTATE BILLING SERVICE	12/04/2013	12/12/2013	51.54
88231	INTERSTATE BILLING SERVICE	12/04/2013	12/12/2013	130.92
10-57-280 Telephone/Internet				
5326	SPRINT	11/28/2013	12/12/2013	128.52
6006	VERIZON WIRELESS	11/23/2013	12/12/2013	280.29
10-57-300 Gas, Oil & Tires				
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	937.35
10-57-310 Professional & Technical				
5944	UTAH COMMUNICATIONS AGENCY NET	11/30/2013	12/31/2013	488.25
93261	EMERGENCY MANAGEMENT SOLUTIONS, LLC	11/22/2013	12/03/2013	2,600.00
93261	EMERGENCY MANAGEMENT SOLUTIONS, LLC	11/22/2013	12/03/2013	200.00
10-57-330 Fire Prevention/ Community Edu				
90752	AMAZON.COM	11/25/2013	12/03/2013	94.30
10-57-400 Emergency Management Planning				
2291	DIRECTV	12/17/2013	12/31/2013	130.67
4159	LOWE'S BUSINESS ACCOUNT	12/11/2013	12/17/2013	12.84
6563	SATCOMGLOBAL	11/01/2013	12/17/2013	98.84
6563	SATCOMGLOBAL	12/01/2013	12/24/2013	98.84
10-58-280 CELLULAR PHONE				
5326	SPRINT	11/28/2013	12/12/2013	76.80
10-58-300 Gas, Oil & Tires				
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	137.36
10-60-245 Clothing/Uniform/Equip. Allow.				
93299	BC SALES	12/10/2013	12/31/2013	248.98
10-60-248 Vehicle Maintenance				
2598	EVCO HOUSE OF HOSE	11/19/2013	12/17/2013	99.47
2992	GENUINE PARTS CO./NAPA (SLC)	12/16/2013	12/31/2013	79.99
10-60-270 Utilities				
4230	QUESTAR	11/21/2013	12/03/2013	123.55
4230	QUESTAR	11/25/2013	12/03/2013	337.93
4230	QUESTAR	12/23/2013	12/31/2013	613.72
4230	QUESTAR	12/23/2013	12/31/2013	1,505.99
6000	ROCKY MOUNTAIN POWER	11/26/2013	12/03/2013	61.32
6000	ROCKY MOUNTAIN POWER	11/26/2013	12/03/2013	48.96
6000	ROCKY MOUNTAIN POWER	11/26/2013	12/03/2013	37.60
6000	ROCKY MOUNTAIN POWER	11/19/2013	12/03/2013	4,250.36
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	1,011.30
6000	ROCKY MOUNTAIN POWER	12/02/2013	12/12/2013	13.55
6000	ROCKY MOUNTAIN POWER	12/02/2013	12/12/2013	18.55
6000	ROCKY MOUNTAIN POWER	12/02/2013	12/12/2013	11.05
6000	ROCKY MOUNTAIN POWER	12/02/2013	12/12/2013	14.03
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	20.84
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	6.30
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	37.68
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	84.18
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	18.73
6000	ROCKY MOUNTAIN POWER	12/05/2013	12/12/2013	51.38
6000	ROCKY MOUNTAIN POWER	12/05/2013	12/12/2013	6.97
6000	ROCKY MOUNTAIN POWER	12/04/2013	12/12/2013	11.05
6000	ROCKY MOUNTAIN POWER	12/11/2013	12/17/2013	154.44
6000	ROCKY MOUNTAIN POWER	12/20/2013	12/31/2013	4,254.00
10-60-300 Gas, Oil & Tires				
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	1,070.84

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
10-60-310	Professional			
5944	UTAH COMMUNICATIONS AGENCY NET	10/31/2013	12/12/2013	186.00
5944	UTAH COMMUNICATIONS AGENCY NET	11/30/2013	12/31/2013	186.00
6145	WASATCH CIVIL ENGINEERING CORP	12/02/2013	12/17/2013	2,293.51
92792	UMB BANK, N.A.	11/11/2013	12/12/2013	500.00
10-60-400	Class C Maintenance			
3570	INTERWEST SUPPLY COMPANY	12/12/2013	12/31/2013	6,239.60
4900	STAKER & PARSON COMPANIES	12/18/2013	12/31/2013	1,597.84
4900	STAKER & PARSON COMPANIES	12/18/2013	12/31/2013	1,624.25
10-60-480	Special Department Supplies			
1540	BOLT & NUT SUPPLY COMPANY	12/09/2013	12/31/2013	105.25
1540	BOLT & NUT SUPPLY COMPANY	12/30/2013	12/31/2013	47.06
92503	LEGACY EQUIPMENT	12/27/2013	12/31/2013	2,152.70
10-60-600	Siemens Streetlight Lease			
93279	SIEMENS PUBLIC, INC	11/20/2013	12/12/2013	7,797.06
93279	SIEMENS PUBLIC, INC	11/20/2013	12/12/2013	1,084.51
10-60-650	Lease Payments			
6620	XEROX CORPORATION	12/01/2013	12/12/2013	252.58
10-70-240	Special Dept. Supplies - Parks			
3750	JOHNSON ELECTRIC MOTOR	12/05/2013	12/31/2013	724.85
10-70-245	Clothing/Uniform/Equip. Allow.			
93299	BC SALES	12/10/2013	12/31/2013	401.75
10-70-248	Vehicle Maintenance			
2992	GENUINE PARTS CO./NAPA (SLC)	11/18/2013	12/17/2013	7.19
10-70-260	Building Maintenance			
6460	WHITEHEAD WHOLESALE ELECTRIC	12/04/2013	12/31/2013	20.35
10-70-270	Utilities			
4230	QUESTAR	11/21/2013	12/03/2013	148.27
4230	QUESTAR	12/23/2013	12/31/2013	549.32
6000	ROCKY MOUNTAIN POWER	11/26/2013	12/03/2013	28.81
6000	ROCKY MOUNTAIN POWER	11/26/2013	12/03/2013	273.26
6000	ROCKY MOUNTAIN POWER	12/02/2013	12/12/2013	3.22
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	13.68
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	12.04
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	44.61
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	28.32
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	12.60
6000	ROCKY MOUNTAIN POWER	11/27/2013	12/12/2013	16.77
6000	ROCKY MOUNTAIN POWER	12/05/2013	12/12/2013	17.81
6000	ROCKY MOUNTAIN POWER	12/04/2013	12/12/2013	14.62
10-70-280	Telephone/Internet			
2021	COMCAST	11/13/2013	12/12/2013	238.94
2021	COMCAST	11/27/2013	12/17/2013	164.21
2021	COMCAST	12/13/2013	12/31/2013	238.69
5326	SPRINT	11/28/2013	12/12/2013	282.72
6006	VERIZON WIRELESS	11/23/2013	12/12/2013	40.01
10-70-300	Gas, Oil & Tires			
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	99.96
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	408.79
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	133.64
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	21.99
10-70-310	Professional & Technical			
88015	IHC WORK MED	12/02/2013	12/17/2013	44.00
10-70-320	Urban Forestry Commssion			
91574	ARBOR DAY FOUNDATION	12/12/2013	12/17/2013	15.00
10-70-350	Officials Fees			
93206	RASMUSSEN, CLIF	12/19/2013	12/24/2013	75.00
93266	BRANT, TOM	11/21/2013	12/12/2013	75.00

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
93267	RIOLO, RYAN	11/21/2013	12/12/2013	75.00
93267	RIOLO, RYAN	12/05/2013	12/17/2013	75.00
93267	RIOLO, RYAN	12/19/2013	12/24/2013	50.00
93282	SMITH, RUSSELL	12/05/2013	12/17/2013	75.00
93282	SMITH, RUSSELL	12/13/2013	12/31/2013	75.00
93297	STIREMAN, SAGE	12/13/2013	12/31/2013	75.00
10-70-649 Lease Interest/Taxes				
5126	REVCO LEASING CO.	11/26/2013	12/03/2013	41.91
10-70-650 Lease Payments				
5126	REVCO LEASING CO.	11/26/2013	12/03/2013	169.03
12-40-300 Entertainment				
91804	ARGYLE BAND	06/22/2012		.00
12-40-390 Telephone Expense				
5326	SPRINT	11/28/2013	12/12/2013	21.90
6006	VERIZON WIRELESS	11/23/2013	12/12/2013	13.34
40-21300 ACCOUNTS PAYABLE				
226	ADVANCED PAVING	11/22/2013	12/12/2013	21,824.98
226	ADVANCED PAVING	11/22/2013	12/12/2013	9,574.60
226	ADVANCED PAVING	11/22/2013	12/12/2013	6,738.55-
226	ADVANCED PAVING	11/22/2013	12/12/2013	1,030.02-
3020	GRANITE CONSTRUCTION CO.	12/10/2013	12/24/2013	44.00-
3020	GRANITE CONSTRUCTION CO.	12/10/2013	12/24/2013	16,001.54
40-40-164 1550 East - Road Bond				
226	ADVANCED PAVING	11/22/2013	12/12/2013	134,770.96
6145	WASATCH CIVIL ENGINEERING CORP	12/02/2013	12/17/2013	602.44
93204	GSH MATERIALS TESTING & INSPECTION INC.	12/03/2013	12/17/2013	118.00
40-40-166 2013 - 2014 Road/Sidewalk Proj				
3580	INTERSTATE BARRICADES	12/05/2013	12/17/2013	1,132.73
40-40-168 Glassman Way - Road Bond				
3020	GRANITE CONSTRUCTION CO.	12/10/2013	12/24/2013	836.00
6145	WASATCH CIVIL ENGINEERING CORP	12/02/2013	12/17/2013	578.56
40-40-169 5100 South - Road Bond				
226	ADVANCED PAVING	11/22/2013	12/12/2013	20,600.35
6145	WASATCH CIVIL ENGINEERING CORP	12/02/2013	12/17/2013	513.19
93204	GSH MATERIALS TESTING & INSPECTION INC.	11/25/2013	12/12/2013	130.30
93204	GSH MATERIALS TESTING & INSPECTION INC.	11/25/2013	12/12/2013	161.85
40-40-349 40th St. Widening - City's %				
4018	LANDMARK DESIGN	12/03/2013	12/12/2013	90.00
6145	WASATCH CIVIL ENGINEERING CORP	12/02/2013	12/17/2013	312.38
51-15120 Prepaid Expenses				
6355	WEBER BASIN WATER CONSERVANCY	11/15/2013	12/03/2013	52,347.72-
6355	WEBER BASIN WATER CONSERVANCY	11/15/2013	12/03/2013	54,671.32
51-21300 ACCOUNTS PAYABLE				
93085	LEON POULSEN CONSTRUCTION CO.	11/22/2013	12/24/2013	7,152.12
51-40-240 Office Supplies				
89673	LITTLE CAESAR'S	11/26/2013	12/11/2013	53.93
92928	WOODY'S BBQ	12/04/2013	12/11/2013	111.84
51-40-245 Clothing/Uniform/Equip. Allow.				
93299	BC SALES	12/10/2013	12/31/2013	315.80
51-40-248 Vehicle Maintenance				
6420	WESTLAND FORD	11/19/2013	12/17/2013	2.52
6420	WESTLAND FORD	11/18/2013	12/17/2013	74.30
6420	WESTLAND FORD	11/18/2013	12/17/2013	48.86
91707	FACTORY MOTOR PARTS CO.	11/26/2013	12/17/2013	96.61
92651	FIRST CALL (O'REILLY)	11/18/2013	12/31/2013	69.79
51-40-280 Telephone				
6006	VERIZON WIRELESS	11/23/2013	12/12/2013	80.02

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
51-40-300	Gas, Oil & Tires			
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	815.90
51-40-310	Professional & Technical Servi			
4018	LANDMARK DESIGN	12/03/2013	12/12/2013	2,312.50
88015	IHC WORK MED	12/02/2013	12/17/2013	40.00
51-40-480	Special Department Supplies			
129	ADVANTAGE RENTAL	12/20/2013	12/31/2013	230.00
541	OLDCASTLE PRECAST	11/22/2013	12/17/2013	738.02
541	OLDCASTLE PRECAST	11/19/2013	12/17/2013	204.83
541	OLDCASTLE PRECAST	12/06/2013	12/31/2013	179.45
541	OLDCASTLE PRECAST	12/16/2013	12/31/2013	187.97
541	OLDCASTLE PRECAST	12/16/2013	12/31/2013	610.19
3020	GRANITE CONSTRUCTION CO.	11/26/2013	12/17/2013	316.80
4294	HD SUPPLY WATERWORKS LTD.	12/09/2013	12/31/2013	281.66
4900	STAKER & PARSON COMPANIES	11/12/2013	12/17/2013	524.13
93299	BC SALES	12/10/2013	12/31/2013	265.65
51-40-490	Water Sample Testing			
5913	STATE OF UTAH DEPT. OF HEALTH	12/27/2013	12/12/2013	1,090.00
6355	WEBER BASIN WATER CONSERVANCY	12/09/2013	12/17/2013	180.00
93055	CHEMTECH-FORD LABORATORIES	12/06/2013	12/17/2013	1,100.00
51-40-550	Weber Basin Exchange Water			
6355	WEBER BASIN WATER CONSERVANCY	11/15/2013	12/03/2013	52,347.72
6355	WEBER BASIN WATER CONSERVANCY	11/15/2013	12/03/2013	54,671.33
51-40-560	Power and Pumping			
6000	ROCKY MOUNTAIN POWER	11/26/2013	12/03/2013	163.21
51-40-600	Water Tax			
6355	WEBER BASIN WATER CONSERVANCY	11/14/2013	12/12/2013	116.15
6355	WEBER BASIN WATER CONSERVANCY	11/14/2013	12/12/2013	135.08
6355	WEBER BASIN WATER CONSERVANCY	11/14/2013	12/12/2013	425.72
6355	WEBER BASIN WATER CONSERVANCY	11/14/2013	12/12/2013	272.35
6355	WEBER BASIN WATER CONSERVANCY	11/14/2013	12/12/2013	328.69
6355	WEBER BASIN WATER CONSERVANCY	11/14/2013	12/12/2013	245.75
51-40-610	h2o Tank Inspection			
93265	GOBIBOT, LLC.	11/12/2013	12/12/2013	700.00
93265	GOBIBOT, LLC.	12/09/2013	12/17/2013	6,000.00
93265	GOBIBOT, LLC.	12/12/2013	12/31/2013	1,050.00
51-40-667	Radio Read Conversion			
4172	METERWORKS	12/09/2013	12/31/2013	1,779.40
51-40-700	Doren Drive H2O-line			
3586	INTERMOUNTAIN TESTING SERVICES	10/12/2013	12/24/2013	492.50
6145	WASATCH CIVIL ENGINEERING CORP	12/02/2013	12/17/2013	803.25
93085	LEON POULSEN CONSTRUCTION CO.	11/22/2013	12/24/2013	88,480.35
93204	GSH MATERIALS TESTING & INSPECTION INC.	11/25/2013	12/12/2013	395.90
93204	GSH MATERIALS TESTING & INSPECTION INC.	11/25/2013	12/12/2013	517.15
93204	GSH MATERIALS TESTING & INSPECTION INC.	11/26/2013	12/12/2013	663.10
52-40-240	Office Supplies			
5511	SUPERIOR WATER AND AIR, INC.	12/06/2013	12/17/2013	19.95
89022	BEST BUY	12/09/2013	12/17/2013	149.96
52-40-245	Clothing/Uniform/Equip. Allow.			
93299	BC SALES	12/10/2013	12/31/2013	243.85
52-40-300	Gas, Oil & Tires			
2970	STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	295.69
52-40-310	Professional & Technical			
2959	G & K SERVICES	11/05/2013	12/12/2013	15.00
2959	G & K SERVICES	11/12/2013	12/12/2013	15.00
2959	G & K SERVICES	11/19/2013	12/12/2013	15.00
2959	G & K SERVICES	11/26/2013	12/12/2013	15.00
6145	WASATCH CIVIL ENGINEERING CORP	12/02/2013	12/17/2013	2,811.38

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
52-40-315	Sewer Lines Cleaning Service 5052 HOFFMAN UTAH, INC	11/20/2013	12/31/2013	5,067.50
52-40-320 Blue Stake Service	1513 BLUE STAKES OF UTAH	10/31/2013	12/12/2013	187.08
52-40-610 Central Weber Sewer Fees	1870 CENTRAL WEBER SEWER IMP. DIST.	11/14/2013	12/03/2013	250,656.00
52-40-650 Manhole Replacement	4103 LITTLE K INC.	11/27/2013	12/12/2013	820.00
52-40-665 Video & Fix Trouble Spots	5052 HOFFMAN UTAH, INC	11/20/2013	12/31/2013	4,043.50
53-40-245 Clothing/Uniform/Equip. Allow.	93299 BC SALES	12/10/2013	12/31/2013	157.90
53-40-300 Gas, Oil & Tires	2970 STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	406.67
53-40-320 Blue Stake Service	1513 BLUE STAKES OF UTAH	11/30/2013	12/17/2013	124.50
53-40-981 Impact Fee Contingency	6145 WASATCH CIVIL ENGINEERING CORP	12/02/2013	12/17/2013	5,517.38
54-40-230 Traveling & Training	2092 CAPITAL ONE COMMERCIAL (COSTCO)	10/30/2013	12/12/2013	124.94
54-40-248 Vehicle Maintenance	6420 WESTLAND FORD	11/20/2013	12/17/2013	31.64
	91707 FACTORY MOTOR PARTS CO.	11/26/2013	12/17/2013	114.61
54-40-280 Telephone	2021 COMCAST	11/26/2013	12/17/2013	231.12
	5326 SPRINT	11/28/2013	12/12/2013	616.29
54-40-300 Gas, Oil & Tires	2970 STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	262.92
54-40-420 Allied Waste - Contract Srvc.	92490 ALLIED WASTE SERVICES #493	12/10/2013	12/11/2013	34,623.12
	92490 ALLIED WASTE SERVICES #493	10/31/2013	12/17/2013	176.20
54-40-430 Tipping Fees	6360 WEBER COUNTY TRANSFER STATION	11/30/2013	12/17/2013	14,800.20
54-40-520 Tree Removal	4867 PAGE'S PROFESSIONAL TREE	10/15/2013	12/17/2013	1,620.00
58-40-230 Travel & Training	4098 LIEBERSBACH, STEVE	12/13/2013	12/17/2013	200.00
58-40-245 Uniform Allowance	92916 STOKER, RAYANN	12/07/2013	12/17/2013	434.00
	92916 STOKER, RAYANN	12/13/2013	12/24/2013	135.00
58-40-248 Vehicle Maintenance	88231 INTERSTATE BILLING SERVICE	12/02/2013	12/12/2013	45.00
58-40-300 Gas, Oil & Tires	2970 STATE OF UTAH GAS CARD-FUELMAN	12/02/2013	12/17/2013	547.27
58-40-310 Professional & Technical	3510 IMAGETREND, INC.	12/16/2013	12/31/2013	960.00
58-40-312 PMA Fees	2786 FIRST PROFESSIONAL SERVICES CO	12/05/2013	12/17/2013	2,400.41
	2786 FIRST PROFESSIONAL SERVICES CO	12/05/2013	12/17/2013	342.92
58-40-490 Disposable Medical Supplies	4099 LIFE-ASSIST, INC.	12/17/2013	12/31/2013	927.70
	4333 NORCO, INC.	11/26/2013	12/12/2013	60.64
	4333 NORCO, INC.	11/30/2013	12/12/2013	68.64
Grand Totals:				1,300,415.66

Vendor Number	Vendor Name	Invoice Date	Date Paid	Amount Paid
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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only paid invoices included.

Invoice Detail.Description = {<->} "1099 adjustment"

NOTICE AND AGENDA

**SOUTH OGDEN CITY
COMMUNITY DEVELOPMENT & RENEWAL AGENCY
BOARD MEETING**

**Tuesday, January 7, 2014--6:00 p.m.
City Council Chambers**

Notice is hereby given that the South Ogden City Community Development and Renewal Agency will hold a meeting on Tuesday, January 7, 2014, in the council chambers located at 3950 Adams Avenue, South Ogden, Utah. The agenda shall be as follows:

- I. **CALL TO ORDER** – Chairman James F. Minster

- II. **CONSENT AGENDA**
 - A. Approval of December 3, 2013 CDRA Minutes

- III. **RECESS INTO CLOSED EXECUTIVE SESSION**
 - A. Pursuant to UCA §52-4-205 1(d) To Discuss The Purchase, Exchange, Or Lease Of Real Property

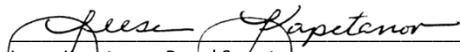
- IV. **RECONVENE CDRA BOARD MEETING**

- V. **DISCUSSION/ACTION ITEMS**
 - A. Discussion on Housing Loan/Grant Program
 - B. Consideration of **CDRA Resolution 14-01** – Approving a Participation Agreement With Young Automotive

- VI. **ADJOURN**

Posted and faxed to the Standard Examiner January 3, 2014

The undersigned duly appointed Community Development and Renewal Agency Board Secretary hereby certifies that a copy of the foregoing notice and agenda was posted in three public places within the South Ogden City limits on January 3, 2014. These public places being: the State of Utah Public Notice Website, the Municipal Center (1st and 2nd floors), the South Ogden Senior Center, and on the City's website (southogdencity.com). Copies were also provided to the governing body.



Leesa Kapetanov, Board Secretary

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the board secretary at least 72 hours in advance of the meeting.

FINAL ACTION MAY BE TAKEN ON ANY ITEM ON THIS AGENDA

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**MINUTES
OF THE SOUTH OGDEN CITY
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING
Held Tuesday, December 3, 2013 in the Council Chambers of City Hall**

BOARD MEMBERS PRESENT

Chairman Pro Tem Wayne Smith, Board Members Brent Strate, Russell Porter, Sallee Orr and Bryan Benard

BOARD MEMBERS EXCUSED

Chairman James F. Minster

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Chief of Police Darin Parke, City Engineer Brad Jensen, Good Landlord Program Coordinator Ben Robbins and Recorder Leesa Kapetanov

CITIZENS PRESENT

Jim Pearce

(Motion from city council meeting to enter CDRA Board Meeting):

Council Member Porter moved to enter into a CDRA Board meeting, followed by a second from Council Member Benard. Council Members Porter, Strate, Benard, Orr and Smith all voted aye.

I. CALL TO ORDER

Chairman Pro Tem Wayne Smith called the CDRA Board Meeting to order at 6:06 p.m. and moved to the first item on the agenda.

II. CONSENT AGENDA

A. Approval of June 18, 2013 CDRA Minutes

Chairman Pro Tem Smith asked if there were any questions concerning the minutes. There was no discussion on the minutes, so a call for a motion was made.

Board Member Orr moved to approve the consent agenda, with a second from Board Member Porter. Board Members Smith, Orr, Porter, Benard and Strate all voted aye.

The consent agenda was approved.

48 **III. DISCUSSION/ACTION ITEMS**

49 **A. Discussion on Grant/Loan From Hinckley Commons Project Area Housing Fund**

50 City Manager Matt Dixon gave the board members a copy (see Attachment A) of a previously
51 adopted Redevelopment Agency Housing Loan Program, passed in 2007. Mr. Dixon
52 explained this discussion had been triggered by a request from an owner of an apartment
53 complex in the city who had recently made some improvements on their property. They
54 hoped to do more improvements and had contacted the city to see if funds were available
55 to help with the projects. Mr. Dixon explained that as part of some of the CDRA project
56 areas, there was a housing component that took 20% of the tax increment and set it aside
57 for housing related projects. The Redevelopment Agency Housing Loan Program specified
58 how and for what the money set aside could be used for. It also specified that the money
59 could only be used on housing north of 4400 South. City Manager Dixon told the board they
60 could amend the Loan Program in any way they felt was appropriate; for example, they
61 could make it city wide instead of the current specified area or make grants as well as loans
62 available. Mr. Dixon also pointed out there were several project areas that were coming to
63 a close in the coming year. These project areas would have some funds left over that the
64 board needed to decide how to use. These funds did not have to be used for housing, but
65 could be if the board deemed it appropriate. The money could also be used for
66 improvements in the project areas they came from.

67 Chairman Pro Tem Smith asked if any of the money could be used for buying or developing
68 housing in conjunction with the widening of 40th Street. Mr. Dixon said the funds were
69 meant to be used for low to moderate income housing, so if the properties qualified, it
70 could be used.

71 Board Member Porter said he would be in favor of removing the stipulation of the money
72 only being used for properties north of 4400 South and making it available city wide. He
73 also proposed that the money be available for grants as well as for loans, and suggested that
74 some of the left over money from other project areas be used.

75 Board Member Benard felt the requirement of owner occupied properties being eligible for
76 the grant or loan should be broadened to properties that were not owner occupied. He
77 suggested guidelines be developed to set caps on the grants/loans depending on the type of
78 housing. He also suggested that the money only be available to make noticeable
79 improvements to the exterior portions of a property, to approve the appearance and
80 aesthetics of the city.

81 The board directed staff to make changes to the Loan Program according to their discussion
82 and present it for ratification.

83 There was no more discussion so Chairman Pro Tem Smith called for a motion to adjourn
84 the CDRA Board Meeting and reconvene as the South Ogden City Council.
85
86

87 **IV. ADJOURN**

88 **Board Member Porter moved to close the CDRA Meeting and resume as the South Ogden City**
89 **Council, with a second form Board Member Orr. In a voice vote, Board Members Strate, Smith,**
90 **Orr, Benard and Porter all voted aye.**

91
92 The CDRA Board meeting was adjourned at 6:30 p.m.

93
94 I hereby certify that the forgoing is a true, accurate and complete record of the South Ogden City Community Development and
95 Renewal Agency Board Meeting held Tuesday, June 18, 2013.
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99 Leesa Kapetanov, Board Secretary

100 Date approved by the CDRA Board _____
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Attachment A

Housing Loan Plan

Not Yet Approved

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REDEVELOPMENT AGENCY
Of
South Ogden City

HOUSING LOAN PROGRAMS
REHABILITATION AND
TARGETED AREA

1. The **HOUSING** to be rehabilitated must be an owner occupied residence located North of 4400 S. and within the city limits of South Ogden City.
2. Annual household **INCOME** must not exceed 80% of the median annual income of the county, as verified by the borrower's federal income tax return. *(Please refer to the attached 'Household Income Guidelines'.)* The borrower must also meet minimum underwriting criteria.
3. Rehabilitation **WORK** must qualify as to type and quality. *(Please refer to the attached 'Rehabilitation Standards and Property Improvements'.)*
4. **MAXIMUM LOAN** amount is \$10,000 Loan rate and repayment term are dependent upon qualifying household income. *(Please refer to the attached 'Lending Parameters and Criteria'.)*

For additional information, or to confirm your eligibility to apply for a rehabilitation loan, visit or telephone (Monday - Friday 8:00 a.m. - 5:00 p.m.)

In Person: RDA Housing-Scott Darrington
South Ogden City
3950 S. Adams Ave.
South Ogden, UT 84405

By Telephone: City Manager-Scott Darrington
(801) 622-2702

4848-8916-6081RE159-003

Household Income Guidelines *

# of Persons in Household	1	2	3	4	5	6	7	8
Median Income	\$42,800	\$48,900	\$55,000	\$61,100	\$66,000	\$70,900	\$75,800	\$80,700
Low Income (80% of Median)	\$34,200	\$39,100	\$44,000	\$48,900	\$52,800	\$56,700	\$60,600	\$64,500
Very Low Income (50% of Median)	\$21,400	\$24,450	\$27,500	\$30,550	\$33,000	\$35,450	\$37,900	\$40,350
	(70% of Base)	(80% of Base)	(90% of Base)	BASE	(108% of Base)	(116% of Base)	(124% of Base)	(132% of Base)

* Source: HUD Guidelines per State of Utah CDBG - FEB 2004

Note: For each household member in excess of eight, 8% of the four-person base should be added to the eight-person income limit, e.g. nine-person-family is 140% of Base (132% + 8%).

4848-8916-6081RE159-003

PRELIMINARY PARTICIPATION AGREEMENT BY AND BETWEEN THE SOUTH OGDEN REDEVELOPMENT AGENCY AND G42, LLC.

The South Ogden City Community Development and Renewal Agency, a political subdivision of the State of Utah (the “**Agency**”), G42, LLC, a Utah limited liability company (the “**Participant**”, and collectively with the Agency, the “**Parties**”), and Young Automotive Group, Inc., a Utah corporation (the “**Guarantor**”) agree as follows:

1. Subject of Agreement

1.1. Purpose of the Agreement. The purpose of this Preliminary Participation Agreement (the “**Agreement**”) is to implement the Northwest Redevelopment Project Area Plan (the “**Plan**”, a copy of which is attached as Attachment No. 1, as amended, which was adopted and amended, respectively, pursuant to Ordinance Nos. 03-20 and 11-08 which are attached hereto as Attachment No. 2) by facilitating the acquisition of options (collectively, the “**Options**”) on all or part of the real property described in Attachment No. 3 (the “**Site**”) which comprises a portion of the Northwest Redevelopment Project Area (the “**Project Area**”) in South Ogden City, Utah (the “**City**”). The fulfillment of this Agreement is in the best interests of the Agency and City and the health, safety, and welfare of the City’s residents. This Agreement is carried out under authority of the Plan and the Utah Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Act**”). If options can be obtained on a sufficient amount property, the Parties intend that the Options will be exercised by Participant to acquire property to construct a new car dealership or similar use. If the Options are exercised by the Participant, the Agency expects to create a new Community Development Area including the Site and possibly other areas.

1.2. Parties to the Agreement.

1.2.1. Agency. The Agency is a separate body corporate and politic, created, organized and existing under the Act. The address of the Agency for purposes of this Agreement is: South Ogden City Community Development and Renewal Agency, 3950 S. Adams Ave., South Ogden, Utah 84403, Attention: South Ogden City Manager. The Agency's telephone number is 801-622-2700 and its fax number is 801-622-2713.

1.2.2. Participant. The Participant is G42, LLC., a Utah limited liability company. The street address of the Participant for the purposes of this agreement is: 645 North Main Street, Layton, Utah 84041, and its mailing address is: P.O. Box 684, Layton, Utah 84041, Attention: Spencer Young Jr. Participant’s telephone number is: (801) 544-1234, its fax number is: (801) 315-4106, and its contact email address is: spyoung@youngchev.com.

1.2.3. Guarantor. The Guarantor is Young Automotive Group, Inc., a Utah corporation. The street address of the Guarantor for the purposes of this agreement is: 645 North Main Street, Layton, Utah 84041, and its mailing address is: P.O. Box 684, Layton, Utah 84041, Attention: Spencer Young Jr. Participant's telephone number is: (801) 544-1234, its fax number is: (801) 315-4106, and its contact email address is: spyoung@youngchev.com.

1.2.4. Prohibition Against Certain Changes. Participant shall not assign or otherwise transfer any rights or duties under this Agreement without express written consent of the Agency. Any attempt to assign or otherwise transfer the rights or duties by the Participant without express written consent of the Agency shall be null and void. Other than as specified in this Agreement, any transfer or assignment without the Agency's written approval is a material breach of this Agreement. If the Participant transfers right or duty without the Agency's written approval, among other remedies specified in this Agreement, the Agency shall also be entitled to a reimbursement from the Participant of all monetary payments made by the Agency or expenses incurred by the Agency to acquire the Options.

1.2.5. Assignment to Related Entity. Participant shall have the right to assign or otherwise transfer its rights or duties as stated in this Agreement to a related entity of Participant at any time during the term of this Agreement with the express written consent of Agency. Agency's written consent for assignment or transfer shall not be unreasonably withheld or delayed.

2. The Options

2.1. Option Acquisition. The Parties desire that the Agency acquire Options to purchase some or all of the real estate parcels that make up the Site. The Agency shall use its best efforts to acquire the Options.

2.2. Deadline. The Agency shall work to acquire the Options on or before the 31 day of December, 2014 (the "**Acquisition Deadline**").

2.3. Option Period. The Agency shall attempt to acquire Options with an option period (the "**Option Period**") of at least eighteen (18) months.

2.4. Right of Refusal. For any parcel(s) in the Site for which the Agency is unable to acquire Options to purchase, the Agency may alternatively seek to obtain right(s) of first refusal from the various property owners. The cost of any rights of first refusal that the Agency may seek to acquire shall be subject to the same approvals as Options acquired by the Agency.

3. Approvals

3.1. Approval. The following terms of each Option shall be agreed upon by the Parties prior to acquisition of the Option: (1) the cost to acquire the Option (the “**Option Cost(s)**”) and (2) the purchase price of the real property covered under the Option (the “**Purchase Price(s)**”). Approval from the Participant to the Agency of such terms shall be provided by a writing (including an e-mail) for each Option prior to the Agency acquiring the Option.

4. Payment and Reimbursement

4.1. Purchase of Options. Upon approval from the Participant as described in Article 3, the Agency may acquire the Option(s). The Agency shall pay no more than the agreed-upon Option Cost for each Option acquired.

4.2. Option Cost. Within 30 days of the purchase of an Option by the Agency, the Participant shall reimburse the Agency for one half (1/2) of the Option Cost.

4.3. Other Costs. The Participant shall also pay one half (1/2) of all out-of-pocket, incidental, or other costs incurred by the Agency in acquiring the Options, including, but not limited to, legal fees, brokerage fees, appraisal fees, and Agency administrative costs. Agency shall have written (including email) approval by the Participant prior to incurring costs under this section. Upon receipt of a written request from the Agency for such payment, the Participant shall pay the requested amount within 30 days.

5. Assignment and Exercise of Options

5.1. Final Participation Agreement. The Parties shall negotiate and enter into a Final Participation Agreement which, inter alia, shall provide for the exercise of the Options by the Participant, before (a) the Participant may request that the Agency assign the Options to the Participant (b) the Agency may assign or otherwise transfer the Options to the Participant (c) the Agency may purchase the property.

5.2. Assignment. Within thirty (30) days of a written request by the Participant after the Parties have entered into a written Final Participation Agreement, but no later than eighteen (18) months from the Acquisition Deadline, the Agency will assign its interest in all Options acquired on the parcels within the Site to the Participant.

5.3. Exercise. If the Participant makes such request as described in the preceding sections, the Participant shall exercise all Options no later than 120 days after the Options are assigned to the Participant by the Agency. If the Participant fails to exercise the Options as agreed, the Participant shall **immediately** assign or otherwise transfer the Options back to the Agency.

5.4. Termination of Assignment Rights. If the Participant has not entered into a

written Final Participation Agreement or has not requested that the Agency assign the Options to the Participant as described in the preceding sections within eighteen (18) months of the Acquisition Deadline, the Participant shall have no further right to or claim on any Options and shall pay to the Agency an amount equal to one half (1/2) of the costs borne by the Agency pursuant to Article 4 of this Agreement. Such payment by the Participant to the Agency shall be in addition to the costs borne by the Participant pursuant to Article 4 of this Agreement.

5.5. Exercise by Agency. If the Participant fails to timely request that the Options be assigned to the Participant as described in this section, or if the Participant otherwise withdraws from or breaches this Agreement, the Agency may, without permission from or owing compensation to the Participant, take any action(s) regarding the Options to which the Agency is legally or contractually entitled including, but not limited to, selling, transferring, or exercising the Options.

6. Site Restrictions

6.1. Term. To the extent that the Participant acquires any real property within the Site within thirty six (36) months of the date of this Agreement, whether through exercise of Options or otherwise, the Participant agrees as follows:

6.1.1. Restricted Use. The Participant shall use any real property within the Site only for development, construction, and operation of a new car dealership or similar use, unless express written consent for other use is given by the Agency.

6.2. Noncompliance. If the Participant violates or otherwise fails to comply with the provisions of this section, the Participant shall transfer any property within the Site acquired through exercise of the Options to the Agency.

7. Guaranty

7.1. Relation of Guarantor to Participant. The Guarantor and the Participant are related entities with aligned interests in the transactions contemplated in this Agreement.

7.2. Consideration for Guaranty. The Guarantor hereby acknowledges that it will derive significant and material benefits from this Agreement, and that the mutual promises and other consideration set forth herein provide good and adequate consideration for the guarantees made by the Guarantor.

7.3. Obligations of Guarantor.

7.3.1. Performance. The Guarantor hereby guarantees full performance by the Participant of all obligations, covenants, warranties, and agreements contained herein (the “**Guaranty**”). If the Participant fails to fully perform, or gives the Agency reason to believe

that the Participant will not fully perform, any portion of this Agreement, the Guarantor shall perform all obligations of the Participant hereunder.

7.3.2. Amendments. The Guaranty shall extend to any and all obligations of the Participant under this Agreement and under any modifications to this Agreement. No amendment to this Agreement by the Parties shall release the Guarantor from any of the Guarantor's obligations as contained herein.

7.3.3. Assignment, Delegation, or Transfer. The Guaranty shall extend to any and all obligations of the Participant and any assignees, delegates, or other entities or persons to which the Participant may assign, delegate, or transfer any of its rights, obligations, or duties under this Agreement or under any modification to this Agreement.

7.3.4. Timing of Guaranty. The Guaranty shall be effective during the full term of this Agreement and shall not be affected by the assignment, delegation, or transfer of any right, obligation, or duty of the Participant or the Agency.

7.4. Enforcement of Guaranty. The Agency shall not be required to seek to compel performance by the Participant or any assignee, delegatee, or transferee of the Participant prior to enforcing the Guaranty against the Guarantor.

8. General Provisions

8.1. Notices, Demands, and Communications Among the Parties. Notices, demands, and communications between the Agency and the Participant shall be in writing and deemed sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the Agency and the Participant, as designated in Article 1. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail in the form and by the methods provided in this section. Delivery shall be deemed complete upon the mailing or making physical delivery of the writing containing the notice, demand, or communication.

8.2. Severability. If any condition, covenant or other provision of this Agreement is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or provision herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

8.3. Non-liability of Agency Officials and Employees. Except for gross negligence,

fraud, bad faith, intentional misconduct and criminal conduct, no director, officer, agent, employee, representative, attorney, or consultant of the Agency shall be personally liable to Participant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Participant or its successors or on any obligations under the terms of this Agreement.

8.4. Enforced Delay; Extension of Time and Performance. Notwithstanding the other specific provisions of this Agreement, neither Party hereto shall be deemed to be in default hereunder when it fails to perform or delays performance of any term or provision of this Agreement due to war, insurrection, strikes, lock-outs, riots, foods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or suppliers, acts of another party, acts or failure to act of any other public or governmental entity or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time to perform shall be granted as a result of any of the foregoing causes, which extension shall be for the period of the forced delay and shall run from the time of the commencement of the cause, if notice is sent by the party claiming such extension to the other party within sixty (60) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and the Participant by mutual agreement.

8.5. Approvals. Whenever the consent or approval is required of any Party hereunder, such consent or approval shall not be unreasonably withheld or delayed except as otherwise specifically provided herein.

8.6. Time of the Essence. Time is of the essence.

8.7. Interpretation. This Agreement does not create the relationship of principal and agent, partnership, joint venture, or any other similar enterprise among the Parties.

8.8. No Third-Party Beneficiaries. This Agreement does not create in either Party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement intentionally benefit any third party.

8.9. Effect and Duration of Covenants. The covenants contained in this Agreement shall, without regard to technical classification and designation, bind the Participant and any successors in interest to the Site or any part thereof. The covenants contained in this Agreement shall inure to the benefit of and in favor of the Parties and their successors and assigns during the term of this Agreement.

9. Entire Agreement, Waivers and Amendments

9.1. Duplicate Originals. This Agreement may be executed in duplicate originals, each of which shall be deemed an original. This Agreement, including all Attachments hereto, constitutes the entire understanding and agreement of the Parties.

9.2. Total Integration. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, integrates all prior conversations, discussions, or understandings of whatever kind or nature, and may only be modified or amended by a subsequent writing duly executed and approved by the Parties hereto. In the event of any conflict between the terms of this Agreement and those of any document entered into by the Parties prior to this Agreement, this Agreement shall govern.

9.3. Waivers and Amendments. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may be waived and/or amended only by mutual written agreement signed by the Parties.

9.4. Representations. Each Party represents to the other that the following statements are true, complete, and not misleading as regards the representing and warranting Party: (a) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (b) those executing this Agreement on behalf of each Party do so with the full authority of the Party each represents; (c) this Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

10. Miscellaneous

10.1. Captions. Article and Section captions are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

10.2. Contra Proferentem. This is an arm's-length Agreement: The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and the risks involved and having had the opportunity to obtain legal counsel of their choice. Consequently, no provision of this Agreement shall be strictly construed against either Party.

10.3. Applicable Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

10.4. Attorneys' Fees. In any legal action arising out of or related to this Agreement, the prevailing party shall be entitled, in addition to the remedies and damages awarded in such proceeding, if any, to recover its reasonable costs and attorney fees.

10.5. Venue. All legal actions between the Parties arising under this Agreement shall

be instituted in the Second District Court of the State of Utah, unless they involve a case with mandatory federal jurisdiction, in which case they must be instituted in the Federal District Court of the District of Utah. Both the Participant and the Agency waive any objection based on *forum non conveniens* unless otherwise required by law.

10.6. Costs. Each Party will bear its own costs, including attorney fees, in connection with the preparation and processing of, and its performance under, this Agreement.

10.7. Further Assurance. The Parties will cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

10.8. Incorporation of Attachments. Each of the Attachments to this Agreement are fully incorporated into the Agreement.

10.9. Non-Merger. The covenants set forth herein shall survive the transactions contemplated by this Agreement and shall not be deemed to be merged into any options, deeds, or other instruments of conveyance delivered pursuant to this Agreement.

[Remainder of Page Intentionally Blank]

Attachment No. 1

Northwest Redevelopment Project Area Plan, as amended

Official Redevelopment Plan
for the
**Northwest
Redevelopment Project Area**

THE SOUTH OGDEN CITY REDEVELOPMENT AGENCY

July 2003

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 - 2.2 Physical: Street Layout
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REDEVELOPMENT PLAN

FOR THE

NORTHWEST

REDEVELOPMENT PROJECT AREA

INTRODUCTION

This Redevelopment Plan ("Redevelopment Plan" or "Plan") for the Northwest Redevelopment Project ("Project") has been prepared, in consultation with the South Ogden City Planning Commission, by the South Ogden City Redevelopment Agency ("Agency") pursuant to the Redevelopment Agencies Act, as amended, Utah Code Annotated § 17B-4-101 *et seq.*, the Utah Constitution, the United States Constitution, and all applicable local laws and ordinances.

1 THE PROJECT AREA BOUNDARIES

The Northwest Redevelopment Project Area comprises roughly 76 acres along Riverdale Road and its environs. The boundaries of the Project Area are delineated on the Project Area map attached hereto as Exhibit A. These boundaries are more particularly described as follows:

Being a part of the area, lying within Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point which is 24 feet North from the Center of said Section, said point also being on the centerline of 3600 South Street and on the South Ogden City Corporate Boundary;

Running thence Easterly along said line 1100 feet more or less;

Thence South, 98 feet to the Southeasterly Corner of Riverdale Road and 3600 South Street Rights of Way;

Thence Easterly along said Right Of Way Line 650 feet more or less to the Northeast Corner of the intersection of Riverdale Road and 3700 South Street Rights Of Way;

Thence Easterly, 405 feet more or less along the Northerly Right Of Way Line of 3700 South Street through an arc to the right to an extension of the Easterly Right Of Way Line of Grant Avenue;

Thence Southerly, 820 feet more or less along said line to an extension from the Northwest corner of Lot 1, Block 42, Lakeview addition as recorded in the Weber County Recorders Office;

Thence along the following three (3) courses: (1) West 212 feet; (2) North 165 feet; (3) East 180.38 feet more or less to the Westerly Right of Way Line of Grant Avenue;

Thence North 540 feet more or less along said Right Of Way Line to the Southerly Right Of Way Line of 3700 South Street;

Thence Northwesterly 149.01 feet through the arc of a curve to the left to the Northwest corner of Lot 28 Block 26 of the Lakeview Addition as recorded in the Weber County Recorders Office;

Thence Westerly 20 feet along said Right Of Way Line to the Northeast corner of Lot 1 of said Block;

Thence Southerly 342 feet along the Easterly Line of Lots 1 through 14 of said Block 26;

Thence West 203.17 feet;

Thence South 13°00'00" West 470.58 feet;

Thence South 19°06'02" West 188.16 feet;

Thence South 39°57'07" West 135.41 feet more or less to the Northerly line of Chimes View Drive;

Thence Southwesterly 66 feet across Chives View Drive to the Southerly Right Of Way Line of said Drive;

Thence Southeasterly 74 feet more or less along said Line to the Northeast corner of Lot 13 Chimes View Acres Subdivision as recorded in the Weber County Records Office;

Thence Southwesterly 267 feet along the East Line of said Lot to a point on the Northerly Line of Lot 28, Chimes View Acres Amended Plat, as recorded in the Weber County Records Office;

Thence Southeasterly 53 feet more or less along said Line to the Northeast Corner of said Lot;

Thence Southwesterly 294 feet more or less along the Easterly Line of said Lot to a point on the Northerly Right Of Way Line of 4000 South Street;

Thence Southwesterly 66 feet across 4000 South Street to the Northeasterly Corner of Lot 45, Chimes View Acres Amended Plat;

Thence Southwesterly 357 feet more or less along the East Line of said Lot to the Southeast Corner of said Lot, said Corner also being a point on the South Ogden City Corporate Boundary;

Continuing thence along the South Ogden City Corporate Boundary the remaining courses;

Thence Northwesterly 630 feet more or less along the Southerly Line of said Lot and its Northwesterly extension to the Center of Riverdale Road;

Thence Northeasterly 170 feet more or less along said Centerline to a point of intersection with said Centerline and the South Ogden City Boundary;

Thence Northwesterly 427 feet more or less through the arc of a curve to the right to a point of reverse curvature with an arc to the left and said Boundary to the Southeasterly most corner of the Newgate Mall Redevelopment Project;

Thence along the Boundary of said Project the following six (6) courses:

- (1) North 00°58'00" West 89.93 feet,*
- (2) North 45°50'30" East 98.0 feet,*
- (3) North 06°08'20" East 362.43 feet,*
- (4) North 11°56'40" East 349.32 feet,*
- (5) South 78°00'0" East 213.50 feet,*
- (6) South 89°02'00" East 64.0 feet to the Centerline of Wall Avenue;*

Thence North 1058 feet along said Centerline to the Intersection of Wall Avenue and 3600 South Street;

Thence East 493 feet along the Centerline of 3600 South Street to the Point of Beginning.

2 CURRENT CONDITIONS AND PROJECT EFFECT

The Plan contemplates that the purposes of redevelopment include, among other things, the clearance of a project area, and the planning and development of commercial and/or residential structures, as appropriate or necessary to eliminate blight in the interest of the general welfare. This is the goal of the Agency in the present case.

2.1 Physical: Land Use

The Project Area is located in the extreme northwestern area of the city. The area abuts Ogden City on the north and west boundaries and Riverdale on the southern boundary. The Project Area consists of one hundred-one (101) separate parcels and comprises approximately 76 acres of land, including streets. The zoning in the area consists mainly of C-2 and C-3 highway commercial zoning districts. High density residential R-4 and R-5 also are included in the Project Area. Several existing single-family homes along major streets have been converted to commercial uses in recent years, indicating a preference for commercial development over residential purposes due to the existing traffic patterns in the area. Some R-2 single-family zoning still remains on the fringes of the Project Area. Most of this housing stock was built after World War II and has served to stabilize the neighborhood character of the area for many years.

Residential emigration and commercial immigration have created an incompatible mix of land uses. The project will halt this trend and serve to ensure a coherent commercial area surrounded by cohesive residential neighborhoods.

2.2 Physical: Street Layout

Two major arterial highways bisect the Project Area. Wall Avenue runs through the area from south to north and Riverdale Road runs diagonally through the Project Area in a northeasterly direction. The northern boundary is 3600 South Street, which begins at Wall Avenue and runs eastward to Washington Boulevard. Chimes View Drive, a one-way road flowing westward, intersects Riverdale Road at a perpendicular angle near the center of the Project Area, and continues westward until it reaches Wall Avenue. At the southern end of the Project Area, 4000 South Street, a one-way road flowing eastward, intersects Riverdale Road and continues in an east-southeasterly direction out of the Project Area. Riverdale Road on the east, Chimes View Drive on the north, and Wall Avenue on the west, together create a triangular-shaped block near the Project Area's center point. Northeast of this intersection, Lincoln Avenue intersects Riverdale Road and runs due north to the northern boundary of the Project Area, 3600 South Street. Still northeast, 3700 South Street also intersects Riverdale Road, running eastward from the intersection.

Recent traffic counts indicate that nearly 30,000 vehicles per day use Wall Avenue between Riverdale Road and 3600 South Street. The nearby Newgate Mall, adjacent to the Survey Area generates much of this high traffic volume. Riverdale Road also carries significant traffic volumes through the study area in excess of 20,000 vehicles per day. The average daily traffic on 3600 South Street at Wall Avenue is nearly 18,000 vehicles per day. Another high traffic area is 4000 South Street, which flows one-way directly into the Project Area; over 12,000 vehicles per day are attributed to 4000 South Street at Wall Avenue.

Generally, a project will not affect street layout for any of the major roadways in the Project Area, although a project may make minor changes to improve traffic flows. The anticipated commercial development of the land between Chimes View Drive and Riverdale Road and 4000 South Street may require a two-way through street to be put in to connect Chimes View Drive and 4000 South Street that would follow closely along the Project Area boundary as it tracks between the two one-way streets.

2.3 Physical: Building Intensities

Of the 101 parcels in the Project Area, only 87 are developed or contain buildings or other improvements. Moreover, only 64 percent of the Project Area contains parcels with buildings and improvements. These statistics indicate that much of the Project Area is vacant or dormant. More than half of the parcels in the Project Area are satisfy "blight criteria" as defined by the Redevelopment Agencies Act. Utah Code Ann. § 17B-4-604 (2003).

The project will affect the building intensities by replacing existing dilapidated structures and vacant lots with new construction. A large portion of the Project Area is intended for big box retail development. The proposed 148,663 square foot retail building is well within the building intensities permitted under the applicable zoning (C-3 Commercial), as the relevant zoning regulations and/or ordinances may be amended from time to time.

2.4 Physical: Historic Buildings or Places

There are no buildings or parcels within the Project Area on the National Register of Historic Places. Neither are there any buildings or parcels on the State Register, therefore obviating the need to comply with Section 9-8-404(1) of the Utah Code.

2.5 Social

Currently, the social component of the Project Area is waning. As residential properties decline, people are forced out, and commercial development is steadily replacing them. The residential emigration and commercial immigration have created an incompatible mix of land uses that only serves to worsen the spiraling trend.

The project has several beneficial social implications. The project will halt the trend of declining residential land use, and encourage a vibrant commercial use for the area. The strong commercial core will provide easy access to services for residents of the nearby stable and attractive neighborhoods. The project will affect population densities by increasing the amount of commercial development within the Project Area, and at the same time, reduce the amount of declining housing stock. This added commercial development will attract more shoppers to the area, including those who visit the nearby Newgate Mall.

2.6 Economic

Current economic conditions are poor. Many of the businesses in the Project Area are automobile-oriented, and existing streetscapes and poor urban design discourage pedestrian traffic in the area. Much of the real estate in the Project Area is either vacant or in disrepair.

The project will significantly affect the economic conditions of the area. The project anticipates replacing rundown buildings and vacant lots with a new commercial area, including a 148,663 square foot Costco store, which is estimated to employ 200 to 300 people, over half of which would be full-time employees. See Exhibit B, "Costco Site Plan." The base salary would be somewhere between \$10 to \$10.50 per hour. Additionally, the Costco will employ 12 to 15 people in management positions. Total private investment will total roughly \$16,117,000. Such investment implies much more. The addition of a thriving anchor store will have a synergistic effect on neighboring properties; ancillary businesses,

including restaurants and small shops, will crop up nearby to take advantage of the increased activity in the area.

3 GUIDING STANDARDS FOR REDEVELOPMENT

3.1 Satisfaction of Redevelopment Policies

As defined by the Redevelopment Agencies Act, Utah Code Ann. § 17B-4-102, “redevelopment” is “development activities under a project area plan within a redevelopment project area,” which include “planning, design, development, demolition, clearance, construction, rehabilitation, or any combination of these, of part or all of a project area.” Redevelopment further means “the provision of residential, commercial, industrial, public, or other structures or spaces, including recreational and other facilities incidental or appurtenant to them.” Redevelopment also necessarily includes “altering, improving, modernizing, demolishing, reconstructing, or rehabilitating, or any combination of these, existing structures in a project area,” and may also mean “providing open space, including streets and other public grounds and space around buildings, providing public or private buildings, infrastructure, structures, and improvements; and providing improvements of public or private recreation areas and other public grounds.” Utah Code Ann. § 17B-4-102(25) (2003).

The purposes of redevelopment parallel the City’s own objectives for improving opportunity and the quality of life for its residents. The Northwest Project will replace blighted area in the city with a vibrant and thriving commercial development that will provide new jobs for South Ogden residents.

3.2 Conformity with the South Ogden City General Plan

The proposed Northwest Redevelopment Project shall conform in its particulars to the Comprehensive General Plan of South Ogden City, as it currently exists. Any development shall be subject to such scrutiny as is required by State law, local ordinance, and Planning Commission oversight.

3.3 Remediating Blighted Area

3.3.1 How the redevelopment will reduce or eliminate blight

Over half of the parcels in the Project Area are “blighted” as defined by state law. Currently, they present a serious health and safety hazard to the community, to say nothing of their deleterious effect on local property values.

The Redevelopment Agency intends to remedy the dangers of this blighted area. The Northwest Redevelopment Project contemplates the entire removal of decrepit buildings, cleaning up lots, fixing drainage problems, reworking traffic patterns where necessary, and replacing rundown buildings and vacant lots with a new commercial area. Included in the commercial area will be a 148,663 square foot Costco wholesale membership store, which is estimated to employ 200 to 300 people, over half of which will be full-time employees. The base salary will likely be somewhere between \$10 to \$10.50 per hour. Total private investment will total roughly \$16,117,000. With the addition of such a strong anchor, other smaller business will locate nearby to take advantage of the increased activity in the area.

3.3.2 Eminent Domain: Adoption of guidelines governing participation by property owners

Although the Agency does not anticipate using the power of eminent domain to accomplish the redevelopment objectives of the Project Area, the Agency has adopted "Guidelines Governing Participation by Owners of Land and Tenants within the Proposed Northwest Area Redevelopment Project Area," pursuant to the provisions of Section 17B-4-403(1)(f)(ii)(B) of the Utah Code. See attached Exhibit C.

3.3.3 Eminent Domain: Relocation plan for displaced families and persons

Although the Agency plans no use of eminent domain in connection with the Northwest Redevelopment Project Area Plan, and foresees no need of relocation, according to statutory requirement, the Agency has adopted or shall adopt Relocation Rules and Regulations for Implementation of the Utah Relocation Assistance Act for the Northwest Redevelopment Project, pursuant to the provisions of Section 57-12-9 of the Utah Code. These rules, as they are adopted or as they may subsequently be amended (the "Relocation Rules"), shall govern relocation of persons, businesses, and other entities displaced by Agency action. See attached Exhibit D.

The Agency shall assist all persons and entities, if any (including families, business concerns, and others), displaced by Agency acquisition of property in the Project Area in finding other locations and facilities. The Agency may structure redevelopment efforts, to the greatest extent possible consistent with Agency objectives, to minimize the need to displace persons or entities. The Agency shall assist individuals and families in finding housing that is decent, safe, sanitary, within their financial means, in reasonably convenient locations, and otherwise suitable to their needs. The Agency is also authorized to provide housing or to arrange for the provision of housing inside or outside the Project Area for displaced persons, and to provide such other assistance as may be necessary or appropriate under the Relocation Rules.

The Agency shall pay all relocation payments required by law. In addition, the Agency may make any additional relocation payments, which, in the opinion of the Agency's Governing Board, may be reasonably necessary to carry out the purposes of this Plan. Such additional relocation payments shall be subject to the availability of funds for this purpose.

4 PROJECT SPECIFICS

4.1 Job Creation

The proposed Costco wholesale membership store is estimated to employ 200 to 300 people, over half of which will be full-time employees. The base salary will likely be somewhere between \$10 to \$10.50 per hour. Total private investment will total roughly \$16,117,000. Other developments will certainly create more jobs:

4.2 Private Developers

Costco shall oversee construction of its wholesale membership store; the Agency's involvement shall be limited to incentive payments according to the approved budget or the defraying and reimbursing of certain development and location costs to Costco. The Agency may also provide similar incentives to other developers who choose to locate in the Project Area.

4.3 Reasons for Selection of the Project Area

Costco selected its location in the northwest corner of the Project Area for its obvious virtues. First, it is a depressed area easily redeveloped and offers excellent opportunities for the establishment of supporting businesses. Second, the location along Riverdale Road and Wall Avenue is readily accessible for employees and suppliers, and connects both the businesses and employees to the City's stores, restaurants, and service retail shops. Much of the other area within the Project boundaries shares similar attributes.

4.4 Proffered Tax Incentives

Certain amounts of tax increment shall be granted to Costco as part of the incentive awarded to Costco for locating in South Ogden City. The Agency anticipates reimbursing Costco roughly \$1.1 million for environmental cleanup, \$2.4 million for extra site grading, and about \$640,000 for the purchase of additional property. The Agency and/or City may offer similar tax incentives to other developers.

5 LIMITATIONS

5.1 On Commencement

Implementation of this Project Area Plan must commence within three years of its adoption, unless it be adopted again as if it were an amended project area plan under Section 17B-4-411 of the Utah Code.

5.2 On Increment

Unless the Taxing Entity Committee consents to a longer period, tax increment from the Project Area may be paid to the Agency for 24 years after adoption of this Plan. However, any particular project developed under the provisions of this plan may "sunset" prior to the plan's expiration date.

5.3 On Area

Without the consent of the Taxing Entity Committee, the Project Area may not exceed 100 acres of private real property. As the Project Area is currently established, it contains only about 76 acres of land.

6 PROPOSED METHOD FOR FINANCING REDEVELOPMENT

6.1 Authorization

The Agency is authorized to finance this Project with financial assistance from South Ogden City, Weber County, the Weber School District, the State of Utah, the Federal government, property tax increments which accrue within the Project Area, interest income, Agency bonds, or any other available source.

The Agency is authorized to obtain advances, to borrow funds and to create indebtedness in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency. Although unlikely in this Project, the Agency is authorized to issued bonds, if appropriate and feasible, sufficient to finance all or any part of the Project.

6.2 Tax Increment

6.2.1 Source

Briefly stated, the tax increments that will be available under this Plan are determined in the following manner. After the Plan is adopted, the total taxable value of property within the Project Area is determined using the taxable values shown on the last equalized assessment roll prior to the adoption of the Plan. This provides a base figure. To the extent the taxable values of property within the Project Area increase above this base figure, application of prevailing tax rates to the increased value above the base figure yields "tax increments." These tax increments arise only with respect to property located in the Project Area. Other taxing entities continue to be entitled to receive the tax revenues that result from application of prevailing tax rates to the base figure of taxable value, so long as the total of taxable values in the Project Area exceed the base figure. For Project Area financing details, see attached/incorporated Exhibit E, "Project Budget."

6.2.2 Use & Recourse

The tax increments are made available for financing or assisting with redevelopment financing within the Project Area. Such financing can be accomplished through the use of tax increment bonds or other borrowing. These bonds or other borrowing are retired using the tax increments generated from increased taxable values within the Project Area. Bond holders and other creditors have no recourse against anything but such tax increments for payment of such bonds or other borrowing to the extent such bonds or other borrowing are based solely on tax increments. In particular, they have no claims against City funds.

6.2.3 Collection Period

The Agency, anticipates up to 24 years receiving tax increment. The applicable length of time or number of years for which an agency is to be paid tax increment shall be measured from the first tax year regarding which the agency accepts tax increment from the Project Area. Tax increment may not be paid to the agency for a tax year prior to the tax year following the effective date of the Project Area Plan.

6.2.4 Allocation

Pursuant to Parts 5 and 10 of the Utah Redevelopment Agencies Act, taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah, Weber County, South Ogden City, or any district or other public body (hereinafter sometimes called "taxing entities") after the effective date of the ordinance approving this Plan, shall be divided as follows:

6.2.4.1 Housing

The Agency anticipates that state law may require 20 percent of actual tax increment from the Project Area to be applied to housing pursuant to the requirements of Sections 17B-4-504(1)(a), -1004, and -1010. In the case that tax increment from the Project Area exceeds \$100,000 per year, the Agency may elect to receive 100 percent for 15 years or 75 percent for 24 years if it provides 20 percent of the tax increment to income targeted housing. If the tax increment does not exceed \$100,000 per year, the Agency may elect to receive 100 percent for 12 years or 75 percent for 20 years even though it is not required to provide 20 percent of the tax increment to income targeted housing.

6.2.4.2 Increase in Increment

Pursuant to the provisions of Section 17B-4-1001 of the Utah Code, with the written consent of a taxing entity, the Agency may be paid tax increment, from that taxing entity's revenues only, in a higher percentage or for a longer period of time, or both, than otherwise authorized under the Utah Redevelopment Agencies Act.

6.2.4.3 Tax Rate Increases

The Agency may not be paid any portion of a taxing entity's taxes resulting from an increase in the taxing entity's tax rate that occurs after the taxing entity committee approves the Project Area Budget unless, at the time the taxing entity committee approves the Project Area Budget, the taxing entity committee approves payment of those increased taxes to the Agency. If the taxing entity committee does not approve of payment of the increased taxes to the Agency, the county shall distribute to the taxing entity the taxes attributable to the tax rate increase in the same manner as other property taxes. Utah Code Ann. §17B-4-1005(2) (2003).

6.2.4.4 Tax Decreases

Pursuant to Section 17B-4-1006 of the Utah Code, if there be a decrease in the minimum basic school levy, under Section 59-2-902, of more than 20 percent from a previous tax year's levy, or a cumulative decrease over a consecutive five-year period, and this decrease would result in a reduction of the amount of tax increment to be paid to the Agency, then the base taxable value of taxable property within the Project Area shall be reduced in the year of the decrease to the extent necessary, even if below zero, to provide the agency with approximately the same amount of tax increment that would have been paid to the agency each year had the qualifying decrease not occurred. In addition, the amount of tax increment

paid to the Agency each year for the payment of bonds and indebtedness may not be less than what would have been paid to the Agency if there had been no qualifying decrease.

6.2.4.5 Tax Increment Determination

The amount of the base taxable value to be used in determining tax increment shall be

6.2.4.5.1 increased or decreased by the amount of an increase or decrease that results from

- a) a statute enacted by the Legislature or by the people through initiative,
- b) a judicial decision,
- c) an order from the State Tax Commission to a county to adjust or factor its assessment rate under Section 59-2-704(2) of the Utah Code,
- d) a change in exemption provided in Article XIII, Section 2 of the Utah Constitution, or Section 59-2-103 of the Utah Code, or
- e) an increase or decrease in the percentage of fair market value, as defined under Section 59-2-102 of the Utah code; and

6.2.4.5.2 reduced for any year to the extent necessary, even if below zero, to provide the Agency with approximately the same amount of money they would have received without a reduction in the county's certified tax rate, if

- a) in that tax year there is a decrease in the county's certified tax rate under Section 59-2-924(2)(c) or (d)(i) of the Utah Code,
- b) the amount of the decrease is more than 20 percent of the county's certified tax rate of the previous year; and
- c) the decrease would result in a reduction of the amount of tax increment to be paid to the agency.

6.2.4.5.3 However, the amount of tax increment paid to the Agency each year for payment of bonds or other indebtedness may not be less than would have been paid to the Agency each year if there had been no increase or decrease.

6.3 City Funding

Operating capital for administration of this Project has been and is to be provided by the City until adequate tax increments or other funds are available or sufficiently assured to repay the loans and/or to permit borrowing adequate working capital from sources other than South Ogden City. Advances and loans from the County shall bear a reasonable rate of interest.

7 PLANNING COMMISSION REPORT & RECOMMENDATIONS

The Planning Commission heard the particulars of the contemplated Costco wholesale membership store and approved the site plan application at a public meeting on December 12, 2002. The Commission approved the application subject to the recommendations of the City Engineer, Fire Department, Public Works, and all applicable City ordinances, which are addressed by and in the final drawings of the planned construction. The report is attached and incorporated as Exhibit F.

8 ANALYSIS: NECESSARY AND APPROPRIATE TO REDUCE OR ELIMINATE BLIGHT

Authority to take action or enter into agreements under this Plan shall be vested exclusively in the Agency's Governing Board. The Agency's Governing Board shall be authorized to delegate this authority pursuant to resolutions approved by the Board, but shall not delegate this authority with respect to matters involving property valued in excess of \$10,000.

The administration and enforcement of this Plan and any documents implementing this Plan shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

The City Council shall have the financial affairs of the Agency audited annually by an independent auditing firm.

Before any development agreement or participation agreement under the Plan may be entered into and/or executed by the Agency, the Agency shall hold a public hearing on the proposed agreement. The Agency shall prepare a feasibility analysis and a necessary and appropriate analysis with respect to all new projects being proposed and with respect to the ongoing feasibility of the overall Project being implemented pursuant to this Plan. The purpose of this provision is to assure that the feasibility, necessity, appropriateness, the nature, extent of, and need for any public subsidy or other assistance, and the likely public benefit of new projects is reviewed on their own merits and in the context of implementing this Plan as a whole before any particular projects are approved, thereby assuring that the feasibility and necessary and appropriate analysis determining whether substantial and effective measures are being taken, or have been taken, that are reasonably designed to mitigate such actual harm, damage, or disadvantages as may have been suffered as a result of development within the Project Area by owners of property within the Project Area.

9 PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in Utah Code Section 17B-4-411 of the Redevelopment Agencies Act or by any other procedure established by law.

TABLE OF STATUTORY REQUIREMENTS

All citations are from UTAH CODE ANNOTATED (2003) unless otherwise noted.

17B-4-403(1)(a); Project Area Boundaries	1-2
17B-4-403(1)(b), (o), (t); Project effect on current physical, social, and economic conditions	2-5
17B-4-403(1)(c); Guiding Standards for Redevelopment	5
17B-4-403(1)(d); How the purposes of this chapter will be attained by the redevelopment	2, 5
17B-4-403(1)(e); Conformity with General Plan	5
17B-4-403(1)(f)(i); How the redevelopment will reduce or eliminate blight	5-6
17B-4-403(1)(f)(ii)(B); Adoption of guidelines governing participation by property owners.	6
17B-4-403(1)(f)(ii)(C); Relocation plan for displaced families and persons	6
17B-4-403(1)(g); Job creation	6
17B-4-403(1)(h); if the project area plan is for education housing development, how the it will meet the community needs	N/A
17B-4-403(1)(i); Project specifics	6
17B-4-403(1)(j); Private developers	7
17B-4-403(1)(k), (l); Limitations on commencement	7
17B-4-403(1)(m)(i); Limitation on increment	7
17B-4-403(1)(m)(ii); Limitation on area	7
17B-4-403(1)(n); Reasons for selection of the project area	7
17B-4-403(1)(o); Physical, social, and economic conditions of the project area	2-5
17B-4-403(1)(p); Proposed method for financing redevelopment	7-10
17B-4-403(1)(q); Proffered tax incentives	7
17B-4-403(1)(r); Planning Commission report	11, Exhibit F
17B-4-403(1)(s); Necessary and appropriate analysis	11
17B-4-403(1)(t); Historic buildings and places	4
17B-4-403(1)(u); Other information that the agency determines to be necessary or advisable	throughout
17B-4-403(2); Costs/benefits of economic development or education housing development	N/A

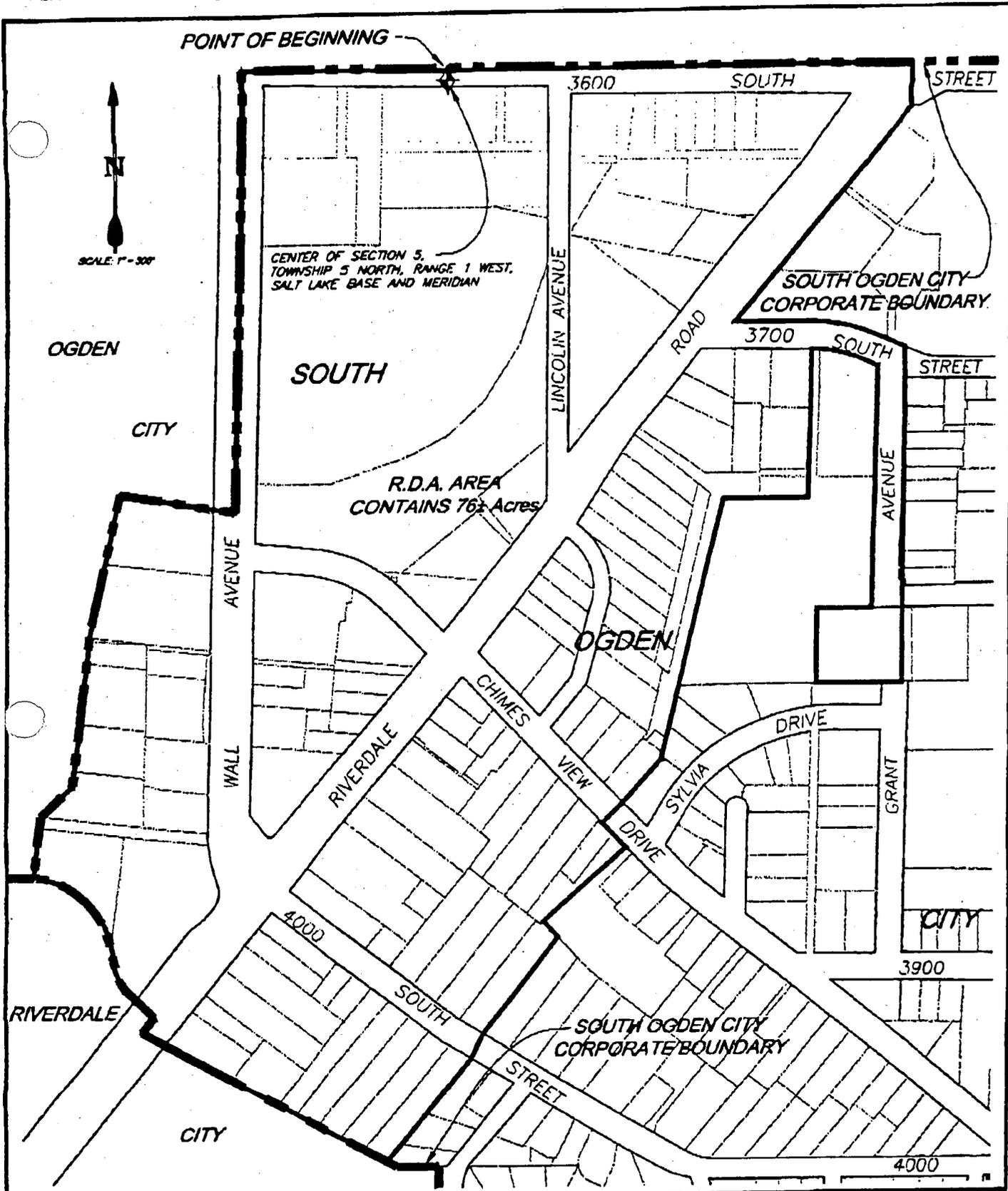
Other cited sections:

Utah Const. Art. XIII, § 2; Tangible property to be taxed -- Value ascertained -- Exemptions	10
9-8-404(1); Agency responsibilities --State historic preservation	4
17B-4-101 <i>et seq.</i> ; Redevelopment Agencies Act	1
17B-4-102(25); Definition of "redevelopment," policies	5
17B-4-411; Amending the project area plan	7, 11
17B-4-604; Conditions of "blight"	4
17B-4-504(1)(a); Part of tax increment funds to be used for housing	9
17B-4-1001; Agency receipt and use of tax increment	9
17B-4-1004; Increment to be paid to Agency, time schedule	9
17B-4-1005(2); Tax rate increases	9
17B-4-1006; Base taxable value to be adjusted to reflect other changes	9
17B-4-1010; Income targeted housing	9
57-12-9; Agency to enact rules governing displaced persons	6

59-2-102; Definition of "fair market value"	10
59-2-103; Residential exemption	10
59-2-704(2); Adjusting assessment rates	10
59-2-902; Minimum basic tax levy for school districts	9
59-2-924(2)(c); taxing entity to decrease its certified tax rate to offset the increased revenues	10
59-2-924(2)(d)(i); Decrease in county's certified tax rate	10

EXHIBIT A

SOUTH OGDEN CITY REDEVELOPMENT AGENCY
PROJECT AREA MAP



APPR.	DATE	REV.

DESIGNED BY J.M.
 DRAWN BY M.M.
 CHECKED BY T.M.T.
 DATE 11/29/99
 SCALE: 1" = 300'



SOUTH OGDEN CITY
 R.D.A.
 BOUNDARY DESCRIPTION

SHEET
1
 OF 1 SHEETS

EXHIBIT B
COSTCO SITE PLAN

CLIENT: COSTCO WHOLESALE
 197 LAKE DRIVE
 ISSAQUAH, WA 98027

PROJECT ADDRESS: WALL AVENUE &
 THIRTY SIXTH ST.
 OGDEN CITY, UT

ZONING: C-3 COMMERCIAL

PARCEL 1 AREA: 10.6309 ACRES (459,046 S.F.)

PARCEL 2 AREA: 3.1216 ACRES (136,878 S.F.)

PARCEL 3 AREA: 0.0448 ACRES (1,954 S.F.)

TOTAL SITE AREA: 13.7973 ACRES (600,884 S.F.)

JURISDICTION: SOUTH OGDEN CITY,
 WEBER CO., UTAH

SETBACKS: ASSUMED 10'

LANDSCAPE REQUIRED: 10% OF PARKING AREA
 (1.02 ACRES / 44,206 S.F.)

LANDSCAPE PROVIDED: 2.08 ACRES / 90,803 S.F.

BOUNDARIES INFORMATION: THIS PLAN HAS BEEN PREPARED USING AN ALTA SURVEY PROVIDED BY GREAT BASIN ENGINEERING DATED AUGUST 14, 2001

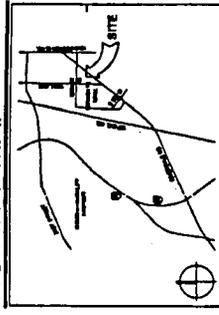
BUILDING DATA:

BUILDING AREA	142,483 S.F.
TIRE CENTER	5,200 S.F.
TOTAL BUILDING	147,683 S.F.

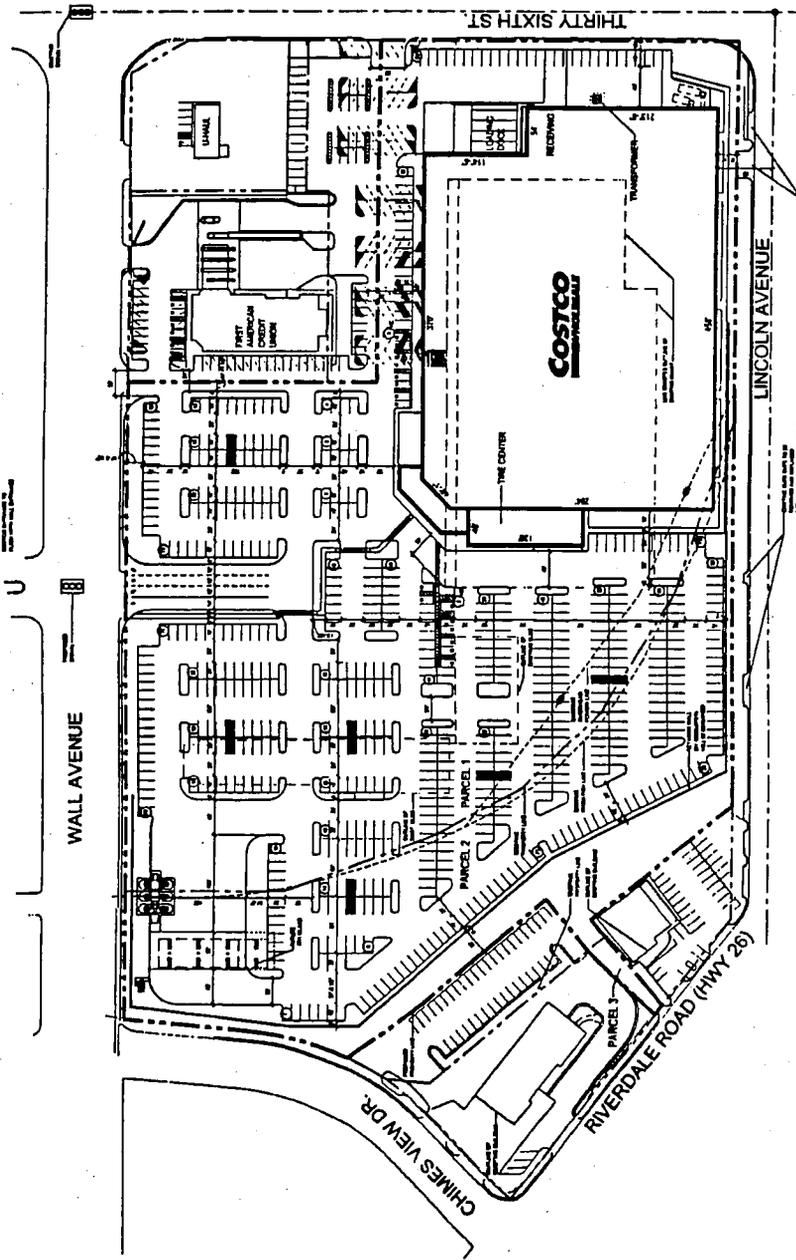
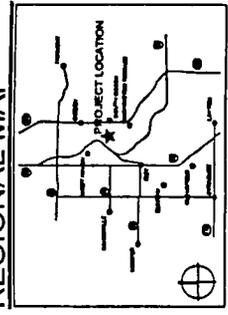
PARKING DATA:

PARKING PROVIDED:	608 STALLS
10' WIDE STALLS	18 STALLS
5'-6" HANDICAP STALLS	18 STALLS
TOTAL PARKING	644 STALLS
NO OF STALLS PER 1000 S.F. OF BUILDING AREA	4.37 STALLS
PARKING NEEDED TO MAINTAIN 5.0 / 1000 S.F.:	744 STALLS

VICINITY MAP



REGIONAL MAP



APPROVED
 South Ogden City
 Development Services
 [Signature] 12-12-02

PRELIMINARY SITE PLAN

COSTCO WHOLESALE
 SOUTH OGDEN CITY, UTAH

NOVEMBER 19, 2002

P1.1-09

01-2000 A
 NOVEMBER 19, 2002
 PRELIMINARY
 SITE PLAN

MULVANNY JG2

COSTCO WHOLESALE
 8. OGDEN, UTAH

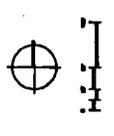


EXHIBIT C

“GUIDELINES GOVERNING PARTICIPATION
by OWNERS of LAND and TENANTS
within the PROPOSED NORTHWEST AREA
REDEVELOPMENT PROJECT AREA”

**THE SOUTH OGDEN CITY
REDEVELOPMENT AGENCY**

**Guidelines Governing Participation
by Owners of Land and Tenants within the
Proposed Northwest Area Redevelopment
Project Area**

Adopted October 15, 2002

1. GENERAL

1.1 Purpose

Pursuant to Utah Code Annotated § 17B-4-901(1), the *Guidelines Governing Participation by Owners and Tenants within the Proposed Northwest Area Redevelopment Project Area* (the "Participation Guidelines" or "Guidelines") are promulgated by the South Ogden City Redevelopment Agency (the "Agency") to provide owners of property and tenants within the proposed Northwest Area Redevelopment Project Area (the "Project Area") reasonable opportunities to enter into participation agreements with the agency through which the owner or tenant may participate in the redevelopment, consistent with the Northwest Area Redevelopment Project Area Plan (the "Project Area Plan"), if and when adopted.

2. Participants

Persons or entities holding an interest in property within the Project Area shall have a reasonable opportunity to become "participants" in the Plan, in contrast to "developers" whose interest in the Project Area is acquired solely from the Agency without having held other interests in the Project Area.

3. TYPES OF PARTICIPATION AVAILABLE

3.1 Owner Participation

Pursuant to Utah Code Annotated § 17B-4-901(2)(a), owner participation in the Project Area shall include any one or more of the following, as well as any other method approved by the Agency:

- 3.1.1 retaining, maintaining, and, if necessary, rehabilitating all or portions of the owner's property;
- 3.1.2 acquiring adjacent or other properties in the redevelopment project area;
- 3.1.3 selling all or portions of the owner's improvements to the agency, retaining the land, and developing the owner's property;
- 3.1.4 selling all or portions of the owner's property to the agency and purchasing other property in the redevelopment project area;
- 3.1.5 selling all or a portion of the owner's property to the agency and obtaining preferences to reenter the redevelopment project area; and

3.2 Tenant Participation

Pursuant to Utah Code Annotated § 17B-4-901(2)(b), tenant participation in the Project Area shall consist of an opportunity to become an owner of property in the Project Area, subject to the opportunities of persons who are already record owners of property in the Project Area, as well as any other method approved by the Agency.

3.3 Other Forms of Participation

The Agency may allow such other forms of participation by persons or entities holding interest in property within the Project Area as are necessary and appropriate to advance the purposes of the Project Area Plan and consonant with the laws of Utah, including, without limitation, any or all of the following:

3.3.1 Remaining in Substantially the Same Location

Participation may consist of persons or entities with property interest in the Project Area remaining in substantially the same location either by retaining all or portions of their property, or by purchasing all or portions of their property, or purchasing adjacent property from the Agency. Persons or entities which participate in the same location may be required to rehabilitate or demolish all or part of their existing buildings or the Agency may acquire improvements only, then remove or demolish the improvements and permit the participants to develop the land.

3.3.2 Exchanges

Participation may consist of the Agency buying land and improvements from existing owners and offering other parcels for purchase by such participants.

3.3.2 Preferences

Participation may consist of obtaining participants' preferences to re-enter the Project Area.

4. PRIORITIES AND PREFERENCES

4.1 Priorities and Preferences

The Agency may extend reasonable preferences to persons or entities holding interests within the Project Area to participate in the Redevelopment Project. Persons or entities holding interests in property within the Project Area shall have the opportunity to continue in or (if the Agency acquires the land of the owner or the land with which the person or entity's interest is associated) to re-enter the Project Area as set forth in both the Project Area Plan (as adopted) and these Guidelines. Priorities are opportunities conferred upon participants, in preference to developers, with respect to any aspect of the redevelopment of the Project Area under the Project Area Plan. The Agency may structure priorities and preferences in any manner it deems necessary to further the ends of the Project Area Plan and which are consonant with its obligation to extend reasonable priorities and preferences to participants.

4.2 Participants and Developers

In view of the priorities and preferences the Agency is obligated to extend to participants over developers, participants shall have first claim to opportunities to participate in any and all phases of the Redevelopment Project, and shall be given priority over developers unless the Agency determines that the interested participants are not capable or qualified to undertake the aspect of the Redevelopment Project in question. If no participants are interested in undertaking a particular aspect of the Redevelopment Project, the Agency is free to allow developers to take advantage of the opportunity.

4.3 Factors Limiting Participation Opportunities in General

The Agency desires participation in the Redevelopment of the Project Area by as many owners, tenants, and other interest holders as possible; however, participation opportunities shall necessarily be subject to and limited by such factors as the following:

- 4.3.1 Removal, relocation, and/or installation of public utilities and public facilities.
- 4.3.2 The elimination and/or changing of land uses.
- 4.3.3 The realignment, abandonment, widening, or opening of public streets and rights-of-way.
- 4.3.4 The ability of participants to finance acquisition and development in accordance with the Project Area Plan.
- 4.3.5 Reduction in the total number of individual parcels in the Project Area.
- 4.3.6 The assembly and development of areas for public and/or private development in accordance with the Project Area Plan.
- 4.3.7 Any change in orientation and character of the Project Area in accordance with the Project Area Plan.

4.4 Factors Affecting Priorities and Preferences of Participants

If conflicts develop among participants desiring to participate in the Redevelopment Project with respect to particular sites or land uses, the Agency

is authorized to establish reasonable priorities and preferences among the parties and to determine a solution by consideration of various factors:

- 4.4.1 Length of time in the area;
- 4.4.2 Accommodation of as many participants as possible;
- 4.4.3 Ability to perform;
- 4.4.4 Similar land use to similar land uses;
- 4.4.5 Conformity with intent and purpose of the Project Area Plan;
- 4.4.6 Any other factors the Agency deems relevant in the particular circumstances.

4.5 Participation by Joint Entities

To the extent feasible, opportunities to participate may be exercised by entities formed by two or more persons or entities which join together in partnerships, corporations, or other joint entities for the purpose of participating in the Redevelopment Project. So long as one of the persons or entities joining in the joint entity is a participant, the joint entity may be treated as a participant.

5. PARTICIPATION PROCEDURE

5.1 Participation Agreements

The Agency is authorized to enter into participation agreements with all participants in the Redevelopment Project. Such agreements may relate to any property or properties within the Project Area, regardless of whether or not the Agency holds, shall hold, does not hold, or plans not to hold any interest therein. Each participation agreement may contain provisions necessary to insure that the participation proposal will be carried out, and that the subject property will be

developed or used in accordance with the conditions, restrictions, Guidelines, and regulations of the Project Area Plan and the participation agreement. Each participation agreement will also require the participant to join in the recordation of such documents as the Agency may require or deem necessary in order to insure such development and use as may be contemplated by the participation agreement and the Project Area Plan. Participation agreements will be effective only if approved by the Agency.

5.1 Statements of Interest

5.1.1 Notification

Before making offers to purchase property in the Project Area, the Agency shall notify the persons or entities holding interests in any such properties by certified mail, return receipt requested, that the Agency is considering the acquisition of such property.

5.1.2 Statement of Interest Form

The Agency shall include a Form entitled "Statement of Interest in Participating" with the notification. Any owner interested in participating in the Redevelopment Project shall file a "Statement of Interest in Participating" with the Executive Director of the Agency or other individual as noted in the "Statement of Interest in Participating." Any person or entity holding an interest in property within the Project Area may also submit such a statement at any time before such notification.

5.1.3 Waiver

Failure to file a written Statement of Interest will result in waiver of the party's opportunity to participate on a priority or preferred basis in the Redevelopment Project. The notice letter from the Agency (see § 4.2.1, above) shall so inform the party to whom it is directed. The Agency may disregard any Statements of Interest received after the expiration of the 30-day period.

5.1.4 Agency Consideration

The Agency shall consider such Statements of Interest as shall be timely submitted and shall seek to develop reasonable participation for those submitting such Statements: whether to stay in place, to move to another location, to obtain priorities and preferences to re-enter the Project Area, or other method as explained in Section 2 hereof.

6. ENFORCEMENT

In the event property subject to a participation agreement is not developed, maintained, rehabilitated, or used in conformance with the Project Area Plan or the relevant participation agreement, the Agency is authorized to take any of the following courses of action:

- 6.1** purchase the property,
- 6.2** purchase any interest in the property sufficient to obtain conformance, or
- 6.3** take any other appropriate action sufficient to obtain such conformance.

7. AMENDMENT OF THE OWNER PARTICIPATION GUIDELINES

The Agency may amend these Guidelines by resolution at any meeting two weeks after publication of one notice in a newspaper of general circulation within South Ogden City, at least seven days after written notice has been given to all members of the Agency Board.

8. EFFECTIVE DATE

These Participation Guidelines shall take effect on the effective date of the Agency resolution adopting them.

EXHIBIT D

**“RELOCATION RULES and REGULATIONS for
IMPLEMENTATION of the UTAH RELOCATION ASSISTANCE ACT
for the NORTHWEST AREA REDEVELOPMENT PROJECT”**

SOUTH OGDEN CITY REDEVELOPMENT AGENCY

*Rules and Regulations
Implementing the Utah Relocation Assistance Act
for the Northwest Area Redevelopment Project Area*

Adopted by Agency Board _____

Approved by City Council _____

Amendments Adopted by Agency Board

Amendments Approved by City Council

Relocation Rules and Regulations

I. GENERAL

A. *Purpose.* The purposes of these Rules and Regulations for Implementation of the Utah Relocation Assistance Act for the Northwest Area Redevelopment Project Area (the "Relocation Rules") is to implement the Utah Relocation Assistance Act, Chapter 12 of Title 57 of the Utah Code, as it currently exists or as it may hereafter be amended (the "Relocation Act"); to assure that relocation payments and assistance required and/or authorized by the Act and provided by the South Ogden City Redevelopment Agency (the "Agency") will be administered in a manner which is fair and reasonable; to assure that such payment or assistance is as uniform as practicable and as prompt as possible; and to provide a procedure for review of Agency determinations with regard to relocation eligibility, the amount of assistance, and other relocation matters.

B. *Authority.* The Relocation Rules and Regulations have been adopted by resolution of the Agency pursuant to § 57-12-9 of the Relocation Act.

C. *Extent of Relocation Payments.* The Agency shall pay all relocation payments required by law. In addition, the Agency may make any additional relocation payments, which in the opinion of the Agency's Governing Board of Directors may be reasonably necessary to carry out the purposes of a Redevelopment Plan for any redevelopment project within the Project Area. Such additional relocation payments shall be subject to the availability of funds for such purposes.

II. DEFINITIONS

A. *Agency.* "Agency" shall mean the South Ogden City Redevelopment Agency.

B. *Person.* "Person" means any individual, partnership, corporation, association, or entity.

C. *Displaced Person.* "Displaced Person" means any person who moves from real property, or who moves his personal property from real property, or moves or discontinues his business or moves his dwelling as a result of the acquisition of the real property, in whole or in part, or as a result of a written order of the Agency to vacate real property for a program of purchase undertaken by the Agency, or as a direct result of code enforcement activities, or a program of rehabilitation of buildings conducted pursuant to a federal or state assisted program.

D. *Non-Profit Organization.* "Non-profit organization" means all corporations, societies and associations whose object is not pecuniary profit, but is to promote the general interest and welfare of the members and/or the public, whether temporal, social, or spiritual.

E. *Business.* "Business" means any lawful activity conducted primarily:

1. For the purpose of sale, lease, or rental of personal or real property, and for the manufacture, processing, or marketing of products, commodities or any other personal property;
2. For the sale of services to the public;
3. By a non-profit organization; or
4. For assisting in the purchase, sale, resale, manufacture, processing, or marketing of products, commodities, personal property, or services by the erection and maintenance of an outdoor advertising display or displays, whether or not such display or displays are located on the premises on which any of the above activities are conducted.

III. RELOCATION ADVISORY ASSISTANCE

A. *Advisory Program.* Whenever the acquisition of real property for a program or project undertaken by the Agency will result in the displacement of any person, the Agency shall provide a relocation assistance advisory program for displaced persons which shall offer the services prescribed by the Relocation Act, including such measures, facilities, or services as may be necessary or appropriate in order:

1. To determine the needs of displaced persons, businesses, and nonprofit organizations for relocation assistance;
2. To assist owners of displaced businesses in obtaining and becoming established in suitable business locations;
3. To supply information concerning programs of the federal, state and local governments offering assistance to displaced persons and business concerns;
4. To assist in minimizing hardships to displaced persons in adjusting to relocation; and
5. To secure, to the greatest extent practicable, the coordination of relocation activities with other project activities and other planned or proposed governmental actions in the community or nearby areas which may effect the carrying out of the relocation program.

B. *Services to Persons Occupying Adjacent Real Property.* If the Agency determines that any person occupying property immediately adjacent to real property acquired by the Agency is caused substantial economic injury because of the acquisition, it may offer this person relocation advisory assistance services.

C. *The Agency May Contract for Services or Function Through Another Agency.* To prevent unnecessary expense and duplication of functions and to promote uniform and effective administration of relocation assistance programs for displaced persons, the Agency may enter into contracts with any person for services in connection with these programs, or may carry out its functions under the Relocation Act through any state or local governmental agency or any federal agency or instrumentality.

IV. RELOCATION PAYMENTS

A. *Reimbursement of Owner for Expenses.* When the Agency acquires real property for its use, it shall, as soon as practicable after the date of payment of the purchase price or the date of deposit into court of funds to satisfy the award of compensation in a condemnation proceeding to acquire real property, whichever is the earlier, reimburse the owner, to the extent the Agency deems fair and reasonable, for expenses the owner necessarily incurred for:

1. Recording fees, transfer taxes, and similar expenses incidental to conveying the real property to the Agency;
2. Penalty costs for prepayment for any pre-existing recorded mortgage entered into in good faith encumbering the real property; and
3. The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the Agency, or the effective date of possession of such real property by the Agency, whichever is the earlier.

B. *Federal Funds - Direct Assistance.*

1. When federal funds are available for payment of direct financial assistance to persons displaced by acquisition of real property by the Agency, the Agency is authorized to use such federal funds with state or local funds to the extent provided by federal law and may provide such direct financial assistance in the instances and on the conditions set forth by federal law and regulations.
2. When federal funds are not available or used for payment of direct financial assistance to persons displaced by the acquisition of real property by the Agency, the Agency may provide direct financial assistance to such persons. Financial assistance authorized by this subsection 2 shall not exceed the total amount that would have been payable under subsection 1 of this section if federal funds had been available or used; provided, however, that additional relocation payments may be made pursuant to § I.C of these Relocation Rules.

C. *Buildings, Structures or Other Improvements.*

1. Where any interest in real property is acquired, an equal interest in all buildings, structures or other improvements located upon the real property so acquired and which is required to be removed from the real property or which is determined to be adversely affected by the use to which the real property will be put, shall be acquired.

2. For the purpose of determining the just compensation to be paid for any building, structure, or other improvement required to be acquired under subsection 1, the building, structure or other improvement shall be deemed to be a part of the real property to be acquired, notwithstanding the right or obligation of a tenant, as against the owner of any other interest in real property, to remove the building, structure or improvement at the expiration of his term; and the fair market value which the building, structure, or improvement contributes to the fair market value of the property to be acquired, or the fair market value of the building, structure, or improvement for removal from the real property, whichever is the greater, shall be paid to the tenant therefor.

3. Payment for the buildings, structures, or improvements as set forth in subsection 2 shall not result in duplication of any payments otherwise authorized by state law. No payment shall be made unless the owner of the land involved disclaims all interest in the improvements of the tenant. In consideration for any payment the tenant shall assign, transfer, and release all his right, title and interest in and to the improvements. Nothing with regard to this acquisition of buildings, structures or other improvements shall be construed to deprive the tenants of any rights to reject payment and to obtain payment for these property interests in accordance with other laws of this state.

D. *Notification of Displaced Persons that Payments Do Not Constitute Income or Resources for Tax or Welfare Purposes.* At or prior to the time a displaced person receives relocation assistance from the Agency, he or she shall be informed that pursuant to Utah Code § 57-12-11, payments received under the Act are not considered income or resources for the purpose of determining eligibility or extent of eligibility for assistance under any state law or for the purposes of the state's tax law.

V. **REQUIREMENTS FOR REPLACEMENT DWELLINGS PRIOR TO DISPLACEMENT**

A. No person shall be required to move or be relocated from land used as his residence and acquired under any of the condemnation or eminent domain laws of this state until he has been offered a comparable replacement dwelling which is a decent, safe, clean, and sanitary dwelling adequate to accommodate this person, reasonably accessible to public services and places of employment, and available on the private market.

B. If a program or project cannot proceed to actual construction because comparable sale of rental housing is not available, and the Agency's Executive Director determines that this housing cannot otherwise be made available, the Agency's Executive Director may take such action as is necessary or appropriate to provide this housing by use of funds authorized for carrying out the Redevelopment Plan for the Northwest Area Redevelopment Project Area.

C. No person shall be required to move from his dwelling on account of any project of the Agency unless the Agency's Executive Director is satisfied that replacement housing is available to this person.

VI. ACQUISITION PROCEDURES

When the Agency acquires real property that it has the power to acquire under the eminent domain or condemnation laws of the State of Utah, it shall comply with the following policies and procedures:

A. Every reasonable effort shall be made to acquire real property expeditiously by negotiation.

B. Real property shall be appraised before the initiation of negotiations, and the owner or his designated representative shall be given an opportunity to accompany the appraiser during his inspection of the property.

C. Before the initiation of negotiations for real property, an amount shall be established which is reasonably believed to be just compensation therefor, and such amount shall be offered for the property. In no event shall such amount be less than the lowest approved appraisal of the fair market value of the property. Any decrease or increase of the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property. The owner of the real property to be acquired shall be provided with a written statement of, and summary of the basis for, the amount established as just compensation. Where appropriate the just compensation for real property acquired and for damages to remaining real property shall be separately stated.

D. No owner shall be required to surrender possession of real property acquired through federal or federally assisted programs before the agreed purchase price is paid or there is deposited with a court having jurisdiction of condemnation of such property, in accordance with applicable law, for the benefit of the owner an amount not less than the lowest approved appraisal of the fair market value of such property or the amount of the award of compensation in the condemnation proceeding of such property.

E. The construction or development of a public improvement shall be so scheduled that, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from a dwelling (assuming a replacement dwelling will be available) or to move his business without at least ninety days' written notice from the date by which such move is required.

F. If an owner or tenant is permitted to occupy the real property acquired on a rental basis for a short term or for a period subject to termination on short notice, the amount of rent required shall not exceed the fair rental value of the property to a short-term occupier.

G. In no event shall the time of condemnation be advanced, or negotiations or condemnation and the deposit of funds in court for the use of the owner be deferred, or any other coercive action be taken to compel an agreement on the price to be paid for the property.

H. If an interest in real property is to be acquired by exercise of the power of eminent domain, formal condemnation proceedings shall be instituted. The acquiring agency shall not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of his real property.

I. If the acquisition of only part of the property would leave its owner with an uneconomic remnant, an offer to acquire the entire property shall be made.

VII. GRIEVANCE PROCEDURES

A. *Right of Review.* Any person aggrieved by a determination as to eligibility for, or the amount of a payment, or any other matter involving relocation assistance, may have his application reviewed by the Agency's Governing Board or an authorized designee (other than the person who made the initial determination in question).

B. *Notification to Applicant.* If the Agency denies the eligibility of an applicant for a payment or disapproves the full amount claimed or refuses to consider the claim on its merit because of untimely filing or any other ground, the Agency's notification to the applicant of its determination shall inform the applicant of its reasons therefor and shall also inform the applicant of the applicable procedures for obtaining review.

C. *Request for Further Written Information.* Any person who has a right to review may request the Agency to provide him with a full written explanation of its determination and the basis therefor if the person feels that the explanation accompanying the payment of the claim or notice of the Agency's determination was incorrect or inadequate.

D. *Written Request for Review and Reconsideration.* At any time within 30 days of the Agency's notification to the applicant of its original determination, the applicant may file a written request for review and reconsideration by the Agency's

Governing Board. The applicant may include in the request for review any statement of fact within the applicant's knowledge or belief, or other material which may have a bearing on the appeal. If the applicant requests more time to gather and prepare additional material for consideration or review and demonstrates a reasonable basis therefor, the applicant may be granted 30 days from the date of the request for review.

E. Review and Reconsideration by Governing Board of the Agency. The Agency's Governing Board shall consider the request for review and shall decide whether a modification of its initial determination is necessary or appropriate. The Agency's Governing Board shall consider every aggrieved person's complaint regardless of form and shall, if necessary, provide assistance to the applicant in preparing the request for review and reconsideration. The aggrieved person shall have the right to present his case by oral or documentary evidence, to submit rebuttal evidence and to conduct such cross-examination as may be required for a full and true disclosure of the facts.

F. Determination of Review by the Agency. The final determination of review by the Agency's Governing Board shall include but is not limited to:

1. The Agency's Governing Board decision on reconsideration of the claim;
2. The basis for its decision, including any pertinent explanation or rationale;
3. A statement to the applicant of the right to further administrative appeal, or if none, a statement to the applicant that administrative remedies have been exhausted and judicial review may be sought.

The Agency's Governing Board shall issue its determination of review within 30 days from receipt of the last material submitted for consideration by the applicant.

G. Appeal of Determination on Review. Any person or business aggrieved by a final determination on review may appeal such determination to the Second Judicial District Court in and for the County of Weber, State of Utah.

H. Compliance with State Administrative Procedures Act. Notwithstanding any provisions of these Relocation Rules to the contrary, in the event that the Agency displaces any person and adjudicative proceedings ensue, the Agency shall comply with the procedures and requirements of Chapter 46b, Title 63 of the Utah Code, as amended, in its adjudicative proceedings.

VIII. AMENDMENTS OF RELOCATION RULES

The Agency may amend these Relocation Rules at any meeting two weeks after publication of one notice in a newspaper of general circulation in South Ogden City and at least seven days after written notice has been given to all members of the Agency's governing Board.

EXHIBIT E
PROJECT BUDGET

South Ogden City Redevelopment Agency

Project Area Budget

For the Northwest Redevelopment Project Area

July 2003

I. Introduction

The Utah Redevelopment Agency Act, requires that for each Redevelopment Project Area that is created and adopted, a project area budget be prepared for review and consideration by a taxing agency committee, and the Agency Board of Directors. The law stipulates that the budget must address the following issues:

- The base taxable value of the project area;
- The projected tax increment expected to be generated within the project area;
- The amount of tax increment expected to be shared with the other taxing entities;
- The amount of tax increment expected to be used to implement the project area plan; including estimates for land acquisition, infrastructure, loans, grants or other incentives to private developers, and other programs;
- The amount of tax increment to be used for administration costs of the Agency
- If the Agency takes tax increment from less than the entire project area, a legal description for the area from which the tax increment will be taken; and
- For any property the Agency owns and expects to sell, the expected selling price of the property it intends to sell.

The South Ogden City Redevelopment Agency, has created a redevelopment project area, known as the Northwest Redevelopment Project Area. The area selected is in the extreme northwest area of the city. The area abuts Ogden City on the North and West, and Riverdale City on the South. See the map attached hereto as "Attachment A."

The proposed project area consists of 101 separate parcels and comprises approximately 76 acres of land, including streets. The zoning in the area consists mainly of C-2 and C-3 highway commercial zoning districts. High density residential (R-4 and R-5) is also found in the project area. The major land use is commercial, even though some residential development exists.

In January 2003, a blight study was conducted for the Project Area. A summary of the blight study indicated that 54 of the 101 parcels in the project area contained 3 or more factors of blight. This results in 53.4% of the area being blighted, and therefore meets the requirements of the Utah Redevelopment Agency Act for blight, and allowing tax increment be used to promote retail development.

II. Base Taxable Value of the Project Area

Based on a review of the tax records of the Weber County Recorder's office, the January 2003 base taxable value of the Northwest Redevelopment Project Area is \$20,332,114.

For purposes of this Project Area Budget, the Agency is only requesting tax increment from 13.7 acres of the project area. The base year value of this 13.7 acres is \$3,551,828. This represents approximately 17% of the total base year value. The area being developed is found in "Attachment B."

III. Projected Tax Increment

The tax increment projection for this 13.7 acre area is included in this report as "Attachment C." The tax increment analysis indicates that the total taxable value for the new development is estimated to be \$11,710,967. This will produce an estimated property tax of \$103,620 after the base year is deleted from the total value. In order to meet the funding obligation, the Agency is requesting the increment for 15 years. This will result in a total payment of \$1,554,300 in tax increment.

In discussions with the property owner, Kimco Development, there is some concern that the base year value is higher than the current market, and they may file a protest on that value. If the base year value is reduced, then this could result in a higher net increment.

IV. Tax Increment to be Shared with Other Taxing Entities

The Agency is requesting all tax increment generated for 15 years, in order to meet the requirements of funding the developer's participation request, administration costs, and meet the 20 percent housing requirement. The impact on the taxing entities, assuming the Agency's funding participation requested for 15 years is approved, is as follows:

<u>Taxing Entity</u>	<u>Percent of Increment</u>	<u>Yearly Amount</u>	<u>Total 15 Yr Allocation</u>
Weber County	27	\$ 27,977	\$ 419,655
School District	33	\$ 34,195	\$ 512,925
Statewide Basic	14	\$ 14,507	\$ 217,605
South Ogden City	17	\$ 17,615	\$ 264,225
Mosquito Abatement	1	\$ 1,033	\$ 15,495
Weber Basin Water	2	\$ 2,072	\$ 31,080
Center Weber Sewer	4	\$ 4,145	\$ 62,175
Totals	98	\$101,544	\$1,523,160

Note the Balance of \$1,716 is for State and County assessing and collection fee, which under state law; a redevelopment agency may not collect.

V. Disbursement of Tax Increment

The disbursement of the estimated \$101,544 in Tax Increment (\$103,620 less collection fees) shall be disbursed as follows:

<u>Category</u>	<u>Yearly Amount</u>	<u>15 Year Total</u>
Developer Participation	\$ 71,082	\$1,066,230
Administration	\$ 10,154	\$ 152,310
Housing	\$ 20,308	\$ 304,620
Totals	\$101,544	\$1,523,160

It should be noted that the developer's request was for \$3,477,000. The Agency has completed an analysis of the project and has determined that no more than 50% of

that request would require public participation. This would result in a total participation amount of \$1,738,500. However, the projected increment will only support \$1,066,230.

VI. **Legal Description**

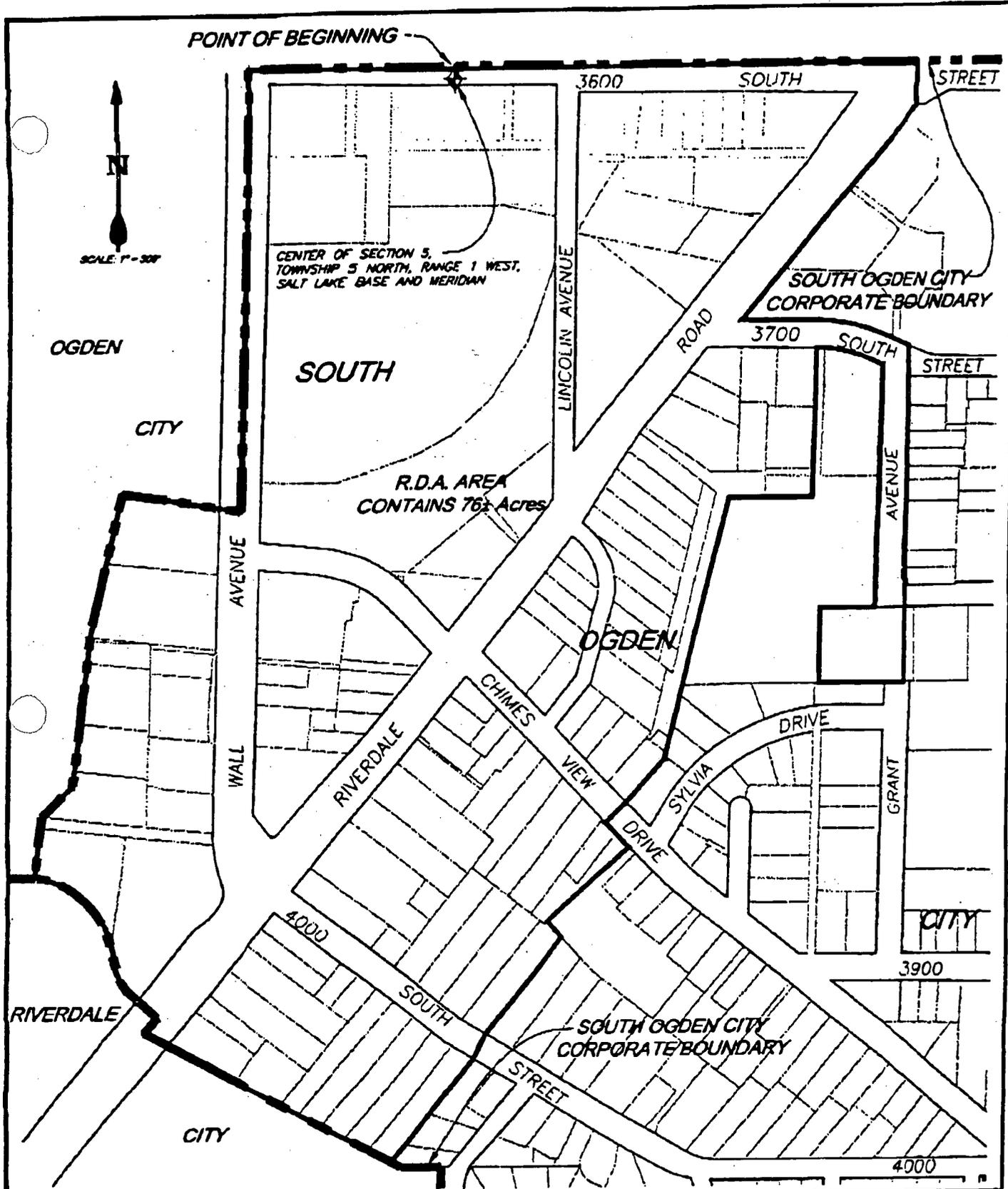
The Agency is proposing to take increment from less than the entire Project Area at this time. Therefore, the legal description from which the tax increment will be generated is as follows:

PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND PART OF BLOCK 12, FRANKLIN PLACE ADDITION: BEGINNING AT A POINT ON THE EAST LINE OF WALL AVENUE, WHICH IS SOUTH 89D02' EAST 50.00 FEET AND SOUTH 0D58' WEST 418.00 FEET FROM THE O.C.S. MONUMENT AT THE INTERSECTION OF WALL AVENUE AND 36TH STREET; RUNNING THENCE SOUTH 89D02' EAST 276.30 FEET; THENCE NORTH 0D58' EAST 385.00 FEET TO THE SOUTH LINE OF 36TH STREET (WHICH POINT IS ALSO SOUTH 0D58' WEST 9.92 FEET AND NORTH 89D02' WEST 148.88 FEET FROM THE CENTER OF SAID SECTION 5); THENCE SOUTH 89D02' EAST 269.00 FEET ALONG THE SOUTH SIDE OF 36TH STREET TO A POINT 130.00 FEET WEST OF THE WEST LINE OF LINCOLN AVENUE; THENCE SOUTH 0D58' WEST 120.00 FEET, THENCE SOUTH 89D02' EAST 130.00 FEET TO THE WEST LINE OF LINCOLN AVENUE; THENCE SOUTH 0D58' WEST 172.00 FEET; THENCE NORTH 89D02' WEST TO THE SOUTH BOUNDARY OF FRANKLIN PLACE ADDITION 143 FEET, MORE OR LESS; THENCE SOUTH 77D35' EAST ALONG SAID BOUNDARY TO THE WEST LINE OF LINCOLN AVENUE; THENCE SOUTH 0D58' WEST 109.25 FEET, MORE OR LESS, ALONG THE WEST BOUNDARY OF LINCOLN AVENUE; THENCE ALONG THE TOP OF THE NORTHWEST BANK OF THE WEBER CANAL WATER CO. CANAL SOUTH 19D WEST 201.89 FEET, AND SOUTH 32D17' WEST 158.00 FEET AND SOUTH 47D WEST 125.50 FEET AND SOUTH 62D27' WEST 104.50 FEET AND SOUTH 70D37' WEST 184.00 FEET AND NORTH 89D02' WEST 176.00 FEET TO THE EAST BOUNDARY LINE OF WALL AVENUE; THENCE NORTH 0D58' EAST 572.03 FEET TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE NORTH 5.50 FEET FOR THE WIDENING OF 36TH STREET (BOOK 1759 PAGE 1643).

VII. **Sale of Property by Agency**

The South Ogden City Redevelopment Agency does not own any property within the project area, and therefore does not intend to sell any property.

Attachment A
Redevelopment Project Area Map



APPR.	CHK.	REV.

PREPARED BY: J.M.
 DRAWN BY: M.M.
 CHECKED BY: P.P.
 DATE: 11/02/02
 SCALE: 1" = 300'



SOUTH OGDEN CITY
R.D.A.
BOUNDARY DESCRIPTION

SHEET
1
 OF 1 SHEETS

Attachment B
Site Plan for Development

CLIENT: COSTCO WHOLESALE
 590 LAKE DRIVE
 BEND, OR 97701

PROJECT ADDRESS: WALL AVENUE &
 THIRTY SIXTH ST.
 OGDEN CITY, UT

ZONING: C-3 COMMERCIAL

PANSEL 1 AREA: 19,899 ACRES (142,088 S.F.)

PANSEL 2 AREA: 3,124 ACRES (158,870 S.F.)

PANSEL 3 AREA: 0.0448 ACRES (1,954 S.F.)

TOTAL SITE AREA: 23,067 ACRES (1,582,912 S.F.)

JURISDICTIONS: SOUTH OGDEN CITY,
 WEBER CO., UTAH

SETBACKS: ASSUMED BY
 MR. BETBACK @ R.O.W.

LANDSCAPE REQUIRED: 10% OF PARKING AREA
 (11.02 ACRES / 48,000 S.F.)

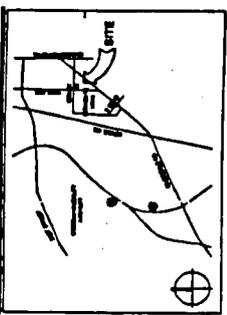
LANDSCAPE PROVIDED: 2.08 ACRES / 90,000 S.F.

BOUNDARIES INFORMATION: THIS PLAN HAS BEEN
 PREPARED USING AN ALTA
 SURVEY PROVIDED BY
 GREAT BASIN ENGINEERING
 DATED AUGUST 14, 2001

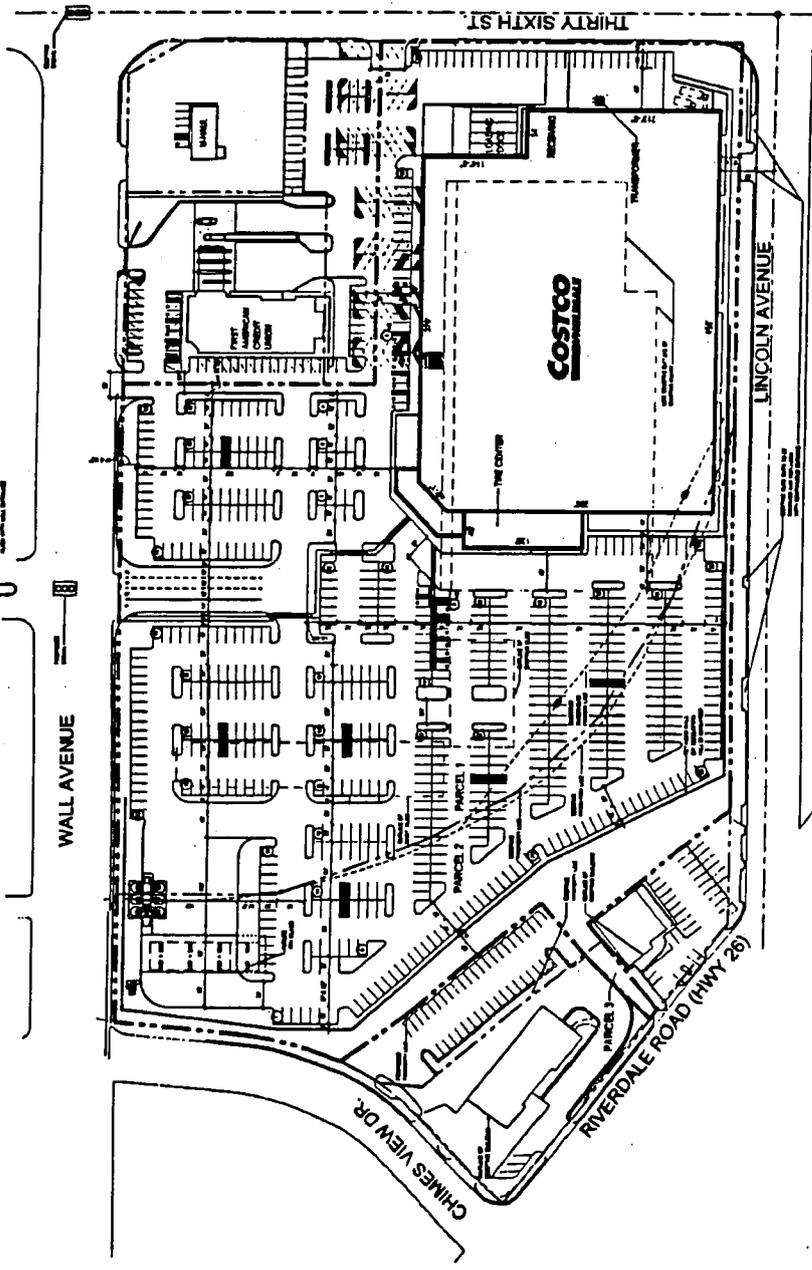
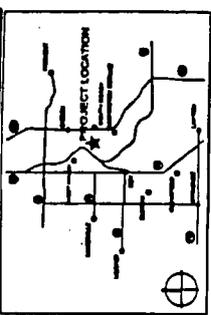
BUILDING DATA:
 BUILDING AREA: 142,083 S.F.
 THE CENTER: 5,200 S.F.
 TOTAL BUILDING: 147,283 S.F.

PARKING DATA:
 PARKING PROVIDED:
 16 WIDE STALLS
 16 HANDICAP STALLS
 TOTAL PARKING: 32 STALLS
 NO OF STALLS PER 1000 S.F.: 4.37 STALLS
 PARKING NEEDED TO
 MAINTAIN 5.0 / 1000 S.F.: 744 STALLS

VICINITY MAP



REGIONAL MAP



APPROVED
 South Ogden City
 Development Services
 [Signature] 12-12-02

COSTCO WHOLESALE
 SOUTH OGDEN CITY, UTAH

PRELIMINARY SITE PLAN

NOVEMBER 19, 2002

P1.1-09



MULVANNY JG2

61-7700 A
 NOVEMBER 19, 2002
 PRELIMINARY
 SITE PLAN

EXHIBIT F
PLANNING COMMISSION REPORT

REPORT AND RECOMMENDATIONS
OF THE
SOUTH OGDEN CITY PLANNING COMMISSION
ON THE
PROPOSED NORTHWEST
REDEVELOPMENT PROJECT AREA PLAN

I. REPORT

a. *Introduction*

The South Ogden City Planning Commission (the "Planning Commission") has been involved in South Ogden's redevelopment efforts with respect to the Northwest Redevelopment Project Area from the beginning. The South Ogden City Redevelopment Agency (the "Agency"), and its staff have cooperated with the Planning Commission in designating a survey area, selecting the project area, formulating the preliminary plan, and now in the preparation of the proposed Redevelopment Project Area Plan (the "proposed Plan").

The Agency, its staff, and consultants have prepared both the proposed Plan and the explanatory Report to Accompany the Northwest Redevelopment Project Area Plan (the "Report").

General background about the Project Area is provided in the Report, and need not be repeated here. For the reasons set forth herein, the Planning Commission concludes that the Proposed Plan will meet both the needs of South Ogden City as well as satisfy the policies reflected in the City's General Plan.

As currently proposed, the Plan is aptly designed to promote the public welfare of the City, and, more particularly, the local area in which the Project is located. The Planning Commission accordingly recommends that the Plan be adopted.

b. *The Plan's Consistency with South Ogden's General Plan*

The Northwest Redevelopment Project comports in all particulars to South Ogden City's Comprehensive General Plan, as construed and specified in the officially adopted zoning ordinances and zoning map of South Ogden City (as those zoning ordinances and map may be amended from time to time). The Project Area consists mainly of area zoned C-2 and C-3, highway commercial uses. High density residential, R-4 and R-5, are also included in the Project Area. The Project Area also includes some R-2 single family zoning near its fringes. The Planning Commission has reviewed the Land Use Map (Exhibit "G" of the Proposed Plan) and the specific descriptions of the uses permitted within the Project Area by the Plan. The Costco development is consistent with the applicable C-3 zoning regulations, and establishes a well-known business within South Ogden City, which will serve as a thriving anchor to productive commercial district.

Although no relocation is anticipated, the proposed Project Area Plan expressly provides that the Relocation Rules "shall govern relocation of persons, businesses, and other entities displaced by Agency action." The Relocation Rules provide further assurance that any concerns the Planning Commission may have with respect to relocation are adequately addressed by the proposed Plan.

In general, the proposed Plan satisfies the aims of the City's General Plan by cleaning up a blighted area and replacing it with an attractive and active business district. In addition, the new businesses will strengthen the City's tax base.

II. RECOMMENDATIONS

The Planning Commission makes the following recommendations:

- a. *The Agency should insist upon high quality architectural design for any proposed construction, with particular attention to attractive landscaping, building facades, streetscape, and pedestrian-friendly access to businesses and amenities.*
- b. *Signage should be consistent with the City's sign regulations.*
- c. *The Planning Commission endorses the City's plans to utilize tax increment available from the Project to improve access to the Project Area as well as provide needed urban design improvements.*
- d. *All street improvements shall be installed to ASHTO standards, consistent with prevailing urban design concepts.*
- e. *All areas in the Project Area shall be improved, landscaped, or have provisions for weed control.*
- f. *The Planning Commission endorses the proposed Plan's provisions regarding relocation of persons or entities displaced by the Agency, if necessary, although no such relocation is expected.*
- h. *Finally, after reviewing the proposed Plan and Agency Report, and after considering the Master Plan and the needs of the South Ogden community, the Planning Commission recommends that the proposed Plan be adopted.*

SITE PLAN APPROVAL APPLICATION

Required for all commercial and manufacturing uses, buildings, or construction

SOUTH OGDEN CITY PLANNING COMMISSION

Phone 622-8524

Fee \$415

(see back)

Date Paid Nov. 26, 02

Owners Name Kimco of Utah, Inc. Phone 516-869-7299

FAX 516-869-7123

Address PO Box 5020 City New Hyde Park State NY Zip 11042

Agents Name - All information will be sent to the Agent. (Note when agent is same as above)

Costco Wholesale - Peter Kahn Phone 425-313-6052 FAX 425-313-8105

Address 999 Lake Drive City Issaquah State WA Zip 98027

Property Address: 3656 Wall Ave. (Lincoln Ave.)

Existing Zone C-3 No. of Acres or Sq. Ft. 13.79 acres #Res. Units NA
Bldg. Sq. Ft. 148,650 sq. ft. Building Height (stories or ft.) 32 feet

What Use is Requested? Department store warehouse with tire sales & 16 pump fueling station

OFFICE USE

Scheduled for Planning Commission Agenda December 12, 2002

Request for Recommendation sent to the following by copy and return of this form:

City Engineer -	Date <u>Nov. 27, '02</u>	Received back - Date _____
Fire Dept. -	" _____	_____
Public Works -	" _____	_____

(City FAX # 399-4410)

RECOMMENDATION: The attached information explains the request and defines all of the issues related to the site. Staff has worked with the applicant to get the site plan ready for approval. Staff recommends approval subject to the recommendations of the City Engineer, Fire Dept., Public Works, and all applicable City ordinances. Also, a landscape plan is required following the installation of the building foundation, parking area grading and retaining wall construction.

PLANNING COMMISSION ACTION:

APPROVED X Date December 12, 2002

Comments Subject to the recommendations of the City Engineer, Fire Dept., Public Works, and all applicable City ordinances. Also, a landscape plan is required following the installation of the building foundation, parking area grading and retaining wall construction.

COSTCO WHOLESALE WAREHOUSE

Application for:
Site Plan Review

South Ogden, Utah
November 26, 2002

Applicant:
Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027

Prepared by:
WRG Design, Inc.
5415 SW Westgate Drive, Suite 100
Portland, OR 97221

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 10-14-9 Lighting.....8

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 AND ACCESS REGULATIONS.....8

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 10-17-6: Off-Street Truck Loading Space.....9

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VI. CONCLUSION9

EXHIBITS

- A Development Plans (11 x 17 NTS)
- B Site Plan Approval Application
- C Property Title Information
- D Service Provider Letters

I. INTRODUCTION**DEVELOPMENT TEAM****Applicant:**

Costco Wholesale, Corporation
999 Lake Drive
Issaquah, WA 98027
Phone: 425/427-7554
Fax: 425/313-8105
Contact: **Peter Kahn**

Property Owner:

Kimco of Utah, Inc.
PO Box 5020
New Hyde Park, NY 11042
Phone: 516/869-7299
Fax: 516/869-7123
Contact: **Larry Lipp**

Wayne Leasing
1555 Sunview Drive
Ogden, UT 84403

Planning:

WRG Design, Inc.
5415 SW Westgate Drive, Suite 100
Portland, OR 97221
Phone: 503/419-2500
Fax: 503/419-2600
Contact: **Alisa Pyszka, AICP**

Architect:

Mulvanny.G2 Architecture
1110 112th Avenue NE, Suite 500
Bellevue, WA 98004
Phone: 425/463-2000
Fax: 425/463-2002
Contact: **Brian Bonar**

Engineering:

Sunrise Engineering
1930 S Alma School Road, Suite A-114
Mesa, AZ 85210
Phone: 480/768-8600
Fax: 480/768-8609
Contact: **Greg Potter, P.E.**

Geotechnical/Environmental:

Kleinfelder
2749 East Parlay's Way, Suite 100
Salt Lake City, UT 84109
Phone: 801/763-1200
Fax: 801/763-1212
Contact: **Andy Franks**
Renee Zollinger

Transportation:

Kittelson
610 SW Alder, Suite 700
Portland, OR 97205
Phone: 503/228-5230
Fax: 503/273-8169
Contact: **Chris Stanley**

Landscape Architect:

Weisman Design
2329 E. Madison
Seattle, WA 98112
Phone: 206/322-1732
Fax: 206/322-1799
Contact: **Mike Klear**

PROPERTY INFORMATION

Parcel 1:	051230005	0.37 acres
	051390011	10.26 acres
Parcel 2:	051390065	3.12 acres
Parcel 3:	08437005	0.045 acres
Costco Parcel Size:	13.80 acres	
Zoning Designation:	C-3 Commercial	

II. REQUEST

The Applicant (Costco Wholesale Corporation) respectfully requests Site Plan Approval of a 13.80 acre development for a 148,663 square foot wholesale warehouse, 5,200 square foot tire center, 16-pump fueling station, and parking area.

III. SITE DESCRIPTION

The subject site is located southeast of the Wall Avenue and Thirty Sixth Street intersection. The parcel is bounded by Lincoln Avenue (east), Wall Avenue (west), Thirty Sixth Street (north), Riverdale Road (southeast), and Chimes View Drive (southwest).

The proposed Costco site is comprised of three parcels. The first parcel is the existing K-Mart site, which consists of two tax lots owned by Kimco. Wayne Leasing owns the second two parcels. The Kimco parcels contain three existing buildings, which total approximately 121,784 square feet in size. The buildings will be removed in preparation for the new Costco warehouse. The majority of Parcel 2 (owned by Wayne Leasing) is vacant and consists of a sloped area that ranges in elevation by approximately 32 feet. The remaining Parcel 3 is developed as part of the Car Wash, and provides access to Riverdale Road.

Kimco is currently under negotiation with Wayne Leasing to purchase approximately 3 acres of the vacant Parcel 2 and Parcel 3, which will be incorporated into the overall Costco site. Once the acquisition by Kimco is complete, they will apply for a Lot Line Adjustment between the vacant and developed portions of the parcel. As indicated on the site plan, the sloped area will be excavated to provide for additional parking for the proposed use.

The southern perimeter of the site will contain a retaining wall that ranges in height, with a maximum height of 32 feet in height, to allow for the excavation. The necessary retaining wall may be built in a tiered fashion that would reduce the height of each wall, and stagger the location of each wall. This design will allow for a break in the wall face, and allow for a planter area between each wall, thereby softening the appearance of the structure. If it is not feasible to tier the wall, landscaping that consists of vines and shrubs along the top of the wall will still be provided. The anticipated design of either structure will treat the wall as more of a feature for the site rather than a more dominating element. Finally, an additional retaining wall, which is approximately four feet in height, is proposed along Thirty Sixth Street to accommodate the proposed grades for the building pad.

The northwest corner of the site contains the First American Credit Union and U-Haul businesses. The Applicant proposes to reconfigure the existing parking for the credit union to provide clear access drive from Thirty Sixth Street through the northern portion of the site.

IV. PROPOSAL SUMMARY

PROPOSED DEVELOPMENT

Costco Wholesale Corporation ("Costco") is proposing the development of a new warehouse on a 13.6 -acre site located at the southeast corner of the Wall Avenue and Thirty Sixth Street intersection. The site is currently zoned C-3.

The proposed development contains an approximately 148,663 square foot warehouse building, which includes an approximately 5,200 square-foot tire sales and installation center, a 16-pump fueling station, 732 parking stalls, and landscaping that encompasses over 10 percent of the site.

Costco is a cash and carry wholesale operation, selling high quality national brands and private label merchandise. Warehouse membership allows a business member to shop for resale, business, and personal use. It also sells to individuals, who are members of select employee groups, to shop for personal use. Warehouse hours of operation will be approximately Monday through Friday from 10:00 AM to 8:30 PM, Saturday 9:30 AM to 6:00 PM, and Sunday 10:00 AM to 5:00 PM. Delivery hours will generally occur from 6:00 AM to 10:00 AM.

BUILDING DESIGN

Construction materials for the Costco warehouse and accompanying tire installation will consist of integral colored concrete masonry units as the base footing of the building to 8'-0" above finished floor elevation, factory finished architectural panels, standing seam metal canopy roof, and vertical accent columns. The overall color scheme for the building will be a neutral earth tone that ties together the masonry units and decorative architectural panels.

SITE ACCESS

The site will have two access points off of Wall Avenue to the west and one access point off of Thirty Sixth Street to the north. Primary access to the site is proposed via a driveway and a new signal located on Wall Avenue. A second access drive is proposed aligning Wall Avenue at the northwest corner of the site. A third driveway is proposed at the north boundary of the site aligning Thirty Sixth Street. See Exhibit A "for additional information.

UTILITY SYSTEM

The subject site can be adequately served by existing utilities adjacent to the site. The following information identifies more specifically the existing utilities that are available, and the type of utilities proposed.

- Water - Water is available through South Ogden City from an existing 8- inch line running through the site.
- Sanitary - Sewer-Sanitary Sewer is available through South Ogden City from an existing 15 inch line in Thirty Sixth Street.
- Stormwater - Stormwater runoff from this development will be treated in conformance with the institutional controls established for this site. All surface water will be collected in a closed conduit system and discharged to Thirty Sixth Street.
- Electrical - Power is available from Utah Power Company

V. CONFORMANCE WITH ZONING CODE

CHAPTER 8: COMMERCIAL ZONES

Response: The proposed development lies within a C-3 regional commercial zone and will be providing for a commercial need within South Ogden City. The warehouse, tire center, and fueling station are all permitted uses within the C-3 zone.

The proposed development complies with Section 10-8A-2 of the South Ogden Zoning Regulations (SOZR). The standard requires 10-foot setbacks along the front and side setback facing a corner lot has no maximum height requirement or maximum lot coverage for this zone. As indicated in the attached Site Plan, these standards are met.

CHAPTER 14: REGULATIONS APPLICABLE TO ALL ZONES

10-14-9 Lighting

Response: Exterior Lighting will not directly impact adjacent properties. Furthermore, No light, sign or other advertising structure as regulated by this title shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision. The Applicant understands that the clear vision triangle at all street property lines is a triangular area formed by the street property lines and a line connecting them at points forty feet (40') from the intersection of the street lines.

10-14-19 Landscape and Maintenance of Developed Land

Response: City standards require that 10 percent of the site is landscaped. As the subject site is 13.80 acres (592,808 square feet), 1.38 acres (60,113 square feet) of landscaping shall be provided. As indicated on the attached Site Plan, 2.08 acres, or 15 percent of the site, is landscaped, therefore the required minimum amount of landscaping is provided.

CHAPTER 17: PARKING AND LOADING SPACE, VEHICLE TRAFFIC AND ACCESS REGULATIONS

10-17-3: Parking Space for Nondwelling Buildings

Response: According to this standard, wholesale uses require 2 parking spaces for every 3 employees, plus 3 spaces for employee use. Costco typically employs 200 people, which requires 134 parking spaces for the employees, plus 3 for employee. If the proposed use is regarded as a retail use, the applicable standard is one stall for every 200 square feet of floor space. The warehouse floor area of the proposed building is approximately 143,663 square feet. However, the sales floor area is 126,699 when the receiving area, which is 8,116 square feet, and deli and bakery preparation areas, which are approximately 8,648 square feet, are subtracted from the total warehouse area. The required amount of parking for the retail sales floor area of the warehouse is 634 parking stalls. The tire center requires six spaces, based on requirements for an auto repair shop, which is closest associated use. In total 640 parking stalls must be provided. As the proposed development includes 651 parking stalls, the required parking for all anticipated uses is provided.

The Applicant understands that each parking space shall encompass not less than one hundred eighty (180) square feet of net area. Each parking space shall be not less than nine feet (9') wide, the width being measured at a right angle from the side lines of the parking space. As indicated in the attached Site Plan, this standard is met.

10-17-6: Off-Street Truck Loading Space

Response: According to this standard, the required loading area is a ten foot by twenty five foot (10' x 25') loading space with fourteen feet (14') height clearance, for every twenty thousand (20,000) square feet or fraction thereof in excess of three thousand (3,000) square feet of building floor area used for above mentioned purposes. Costco is thereby required to provide seven loading docks. However, Costco finds that only four bays are necessary for the subject warehouse to operate efficiently. A regional distribution center or "Depot" supplies all Costco warehouses. Together, the warehouses and depots create an efficient distribution network reducing the number of truck deliveries to the warehouses each day and the need for additional loading bays.

If approved, the proposed use will be adequately served by the proposed amount of loading docks. Nonetheless, if in the future a new user occupies the warehouse, additional loading may be incorporated into the proposed warehouse. Additional loading docks could be incorporated along either the northern or western facades with modest framing modifications to the structure. From a site design perspective, introduction of new loading bays will also require improvements to the site grading and paving, and existing subsurface utilities surrounding the expanded loading facilities.

CHAPTER 21 SIGN CODE

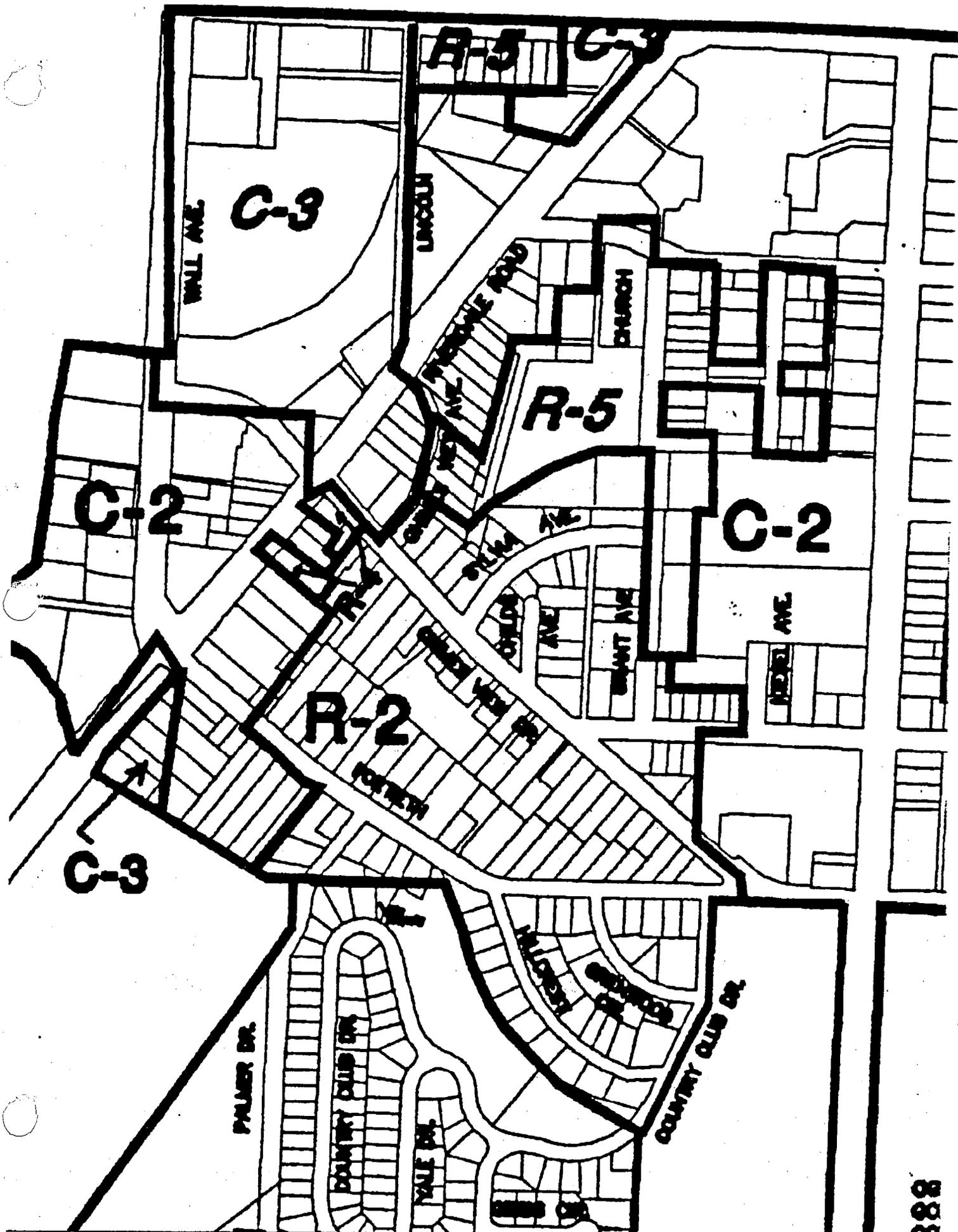
10-21-C- 5: Wall Sign Area

Response: This standard requires that the wall sign area on a building facade shall not exceed fifteen percent (15%) of the wall elevation square footage. Each sign on the proposed warehouse and fueling station will not exceed fifteen percent (15%) of the wall elevation square footage.

VI. CONCLUSION

The proposed Costco project will provide several benefits to the City and the community-at-large. It will transform an underutilized commercial site into a productive and attractive development that respects existing adjacent uses. The parking area is designed for safe and orderly movement of pedestrians and vehicles both to and from the warehouse entrance and the three ingress and egress points to both Wall Avenue and Thirty Sixth Street. The development will improve an underutilized parcel, allowing local dollars to be redirected back into the community, taxable revenue will be generated, and vehicle use will be reduced. Economic benefits also include the approximately 200 employment opportunities that will be created by the Costco warehouse. Finally, the proposal will further the land use and transportation goals of the City by creating and improving motor vehicle and pedestrian circulation routes, and improving adjacent frontages and offsite intersections. Based upon the information established within this submittal, the Applicant respectfully requests approval of this application for Site Plan approval.

EXHIBIT G
LAND USE MAP



Attachment No. 2

South Ogden City Ordinance Nos. 11-08 and 03-20

SOUTH OGDEN CITY COUNCIL

ORDINANCE NO. 11-08

AN ORDINANCE ADOPTING AN AMENDMENT TO THE NORTHWEST REDEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE SOUTH OGDEN CITY REDEVELOPMENT AGENCY, AND RATIFYING THAT PLAN, AS AMENDED, AS THE OFFICIAL PLAN FOR THE NORTHWEST REDEVELOPMENT PROJECT AREA, AND DIRECTING THAT NOTICE OF ADOPTION OF THE PLAN AMENDMENT BE GIVEN AS REQUIRED BY STATUTE.

WHEREAS in July of 2003 the South Ogden City Redevelopment Agency (the “Agency”) and South Ogden City Council adopted the Northwest Redevelopment Project Area Plan for the Northwest Redevelopment Project Area (the “Project Area” as described in the legal description and shown on the map attached as **Exhibit A**);

WHEREAS the Agency on this same date has adopted a resolution amending the Plan for the Project Area;

WHEREAS the Agency held the required public hearing on the proposed amendment to the Plan; and

WHEREAS the Utah Community Development and Renewal Agencies Act (the “Act”) mandates that, before an amendment to an urban renewal project area plan approved by an agency may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency; and

WHEREAS the Act also requires that certain notice is to be given by the community legislative body upon its adoption of an amendment to an urban renewal project area plan under UCA § 17C-2-108.

NOW, THEREFORE, BE IT ORDAINED BY THE SOUTH OGDEN CITY COUNCIL AS FOLLOWS:

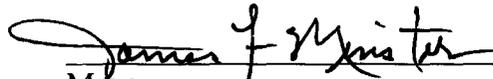
- 1.** The Council hereby adopts and ratifies the Northwest Redevelopment Project Area Plan, as amended and ratified by the Agency on this same date, as the *Official Urban Renewal Project Area Plan for the Northwest Redevelopment Project Area* (the “Official Plan”). The Project Area boundaries, which are unchanged by this Ordinance, remain as described and shown in the attached **Exhibit A**.
- 2.** The City Staff is hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-2-108(1), substantially in the form attached hereto as **EXHIBIT B**, whereupon the Official Plan, as amended, shall become effective pursuant to UCA § 17C-2-108(2).

3. Pursuant to UCA § 17C-2-108(4), the Agency may proceed to carry out the Official Plan, as amended, as soon as it becomes effective.

4. This ordinance shall take effect immediately upon publication and recording.

APPROVED AND ADOPTED this September 6, 2011.

Attest:



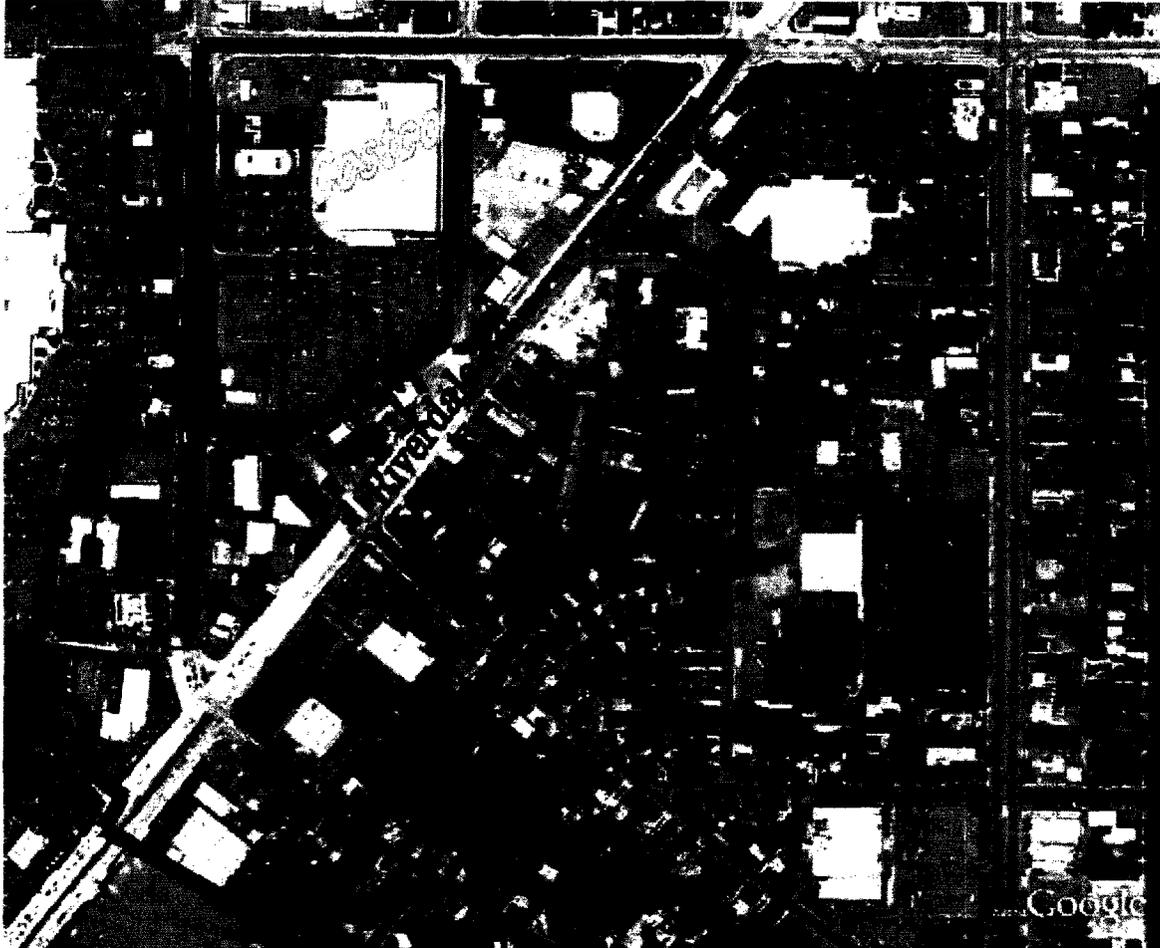
Mayor



City Recorder



EXHIBIT A



North

Legend



= Northwest Redevelopment Project Area Boundaries

EXHIBIT A (continued)

Project Area Boundaries – Legal Description

Being a part of the area, lying within Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point which is 24 feet North from the Center of said Section, said point also being on the centerline of 3600 South Street and on the South Ogden City Corporate Boundary;

Running thence Easterly along said line 1100 feet more or less;

Thence South, 98 feet to the Southeasterly Corner of Riverdale Road and 3600 South Street Rights of Way;

Thence Easterly along said Right Of Way Line 650 feet more or less to the Northeast Corner of the intersection of Riverdale Road and 3700 South Street Rights Of Way;

Thence Easterly, 405 feet more or less along the Northerly Right Of Way Line of 3700 South Street through an arc to the right to an extension of the Easterly Right Of Way Line of Grant Avenue;

Thence Southerly, 820 feet more or less along said line to an extension from the Northwest corner of Lot 1, Block 42, Lakeview addition as recorded in the Weber County Records Office;

Thence along the following three (3) courses: (1) West 212 feet; (2) North 165 feet; (3) East 180.38 feet more or less to the Westerly Right of Way Line of Grant Avenue;

Thence North 540 feet more or less along said Right Of Way Line to the Southerly Right Of Way Line of 3700 South Street;

Thence Northwesterly 149.01 feet through the arc of a curve to the left to the Northwest corner of Lot 28 Block 26 of the Lakeview Addition as recorded in the Weber County Records Office;

Thence Westerly 20 feet along said Right Of Way Line to the Northeast corner of Lot 1 of said Block;

Thence Southerly 342 feet along the Easterly Line of Lots 1 through 14 of said Block 26;

Thence West 203.17 feet;

Thence South 13°00'00" West 470.58 feet;

Thence South 19°06'02" West 188.16 feet;

Thence South 39°57'07" West 135.41 feet more or less to the Northerly line of Chimes View Drive;

Thence Southwesterly 66 feet across Chives View Drive to the Southerly Right Of Way Line of said Drive;

Thence Southeasterly 74 feet more or less along said Line to the Northeast corner of Lot 13 Chimes View Acres Subdivision as recorded in the Weber County Recorders Office;

Thence Southwesterly 267 feet along the East Line of said Lot to a point on the Northerly Line of Lot 28, Chimes View Acres Amended Plat, as recorded in the Weber County Recorders Office;

Thence Southeasterly 53 feet more or less along said Line to the Northeast Corner of said Lot;

Thence Southwesterly 294 feet more or less along the Easterly Line of said Lot to a point on the Northerly Right Of Way Line of 4000 South Street;

Thence Southwesterly 66 feet across 4000 South Street to the Northeastly Corner of Lot 45, Chimes View Acres Amended Plat;

Thence Southwesterly 357 feet more or less along the East Line of said Lot to the Southeast Corner of said Lot, said Corner also being a point on the South Ogden City Corporate Boundary;

Continuing thence along the South Ogden City Corporate Boundary the remaining courses;

Thence Northwesterly 630 feet more or less along the Southerly Line of said Lot and its Northwesterly extension to the Center of Riverdale Road;

Thence Northeasterly 170 feet more or less along said Centerline to a point of intersection with said Centerline and the South Ogden City Boundary;

Thence Northwesterly 427 feet more or less through the arc of a curve to the right to a point of reverse curvature with an arc to the left and said Boundary to the Southeasterly most corner of the Newgate Mall Redevelopment Project;

Thence along the Boundary of said Project the following six (6) courses:

- (1) North 00°58'00" West 89.93 feet,*
- (2) North 45°50'30" East 98.0 feet,*
- (3) North 06°08'20" East 362.43 feet,*
- (4) North 11°56'40" East 349.32 feet,*
- (5) South 78°00'0" East 213.50 feet,*
- (6) South 89°02'00" East 64.0 feet to the Centerline of Wall Avenue;*

Thence North 1058 feet along said Centerline to the Intersection of Wall Avenue and 3600 South Street;

Thence East 493 feet along the Centerline of 3600 South Street to the Point of Beginning.

EXHIBIT B

Notice of Adoption of Ordinance 11-06 by the South Ogden City Council

Pursuant to Utah Code Section 17C-2-108(1) the City of South Ogden Council provides this notice with respect to Ordinance 11-06 which was passed by the City Council on September 6, 2011, adopting an amendment to the Plan for the Northwest Redevelopment Project Area (the "Project Area"), as such amendment was approved by the South Ogden City Redevelopment Agency (the "Agency"), and approving and ratifying the Plan, as amended, as the Official Northwest Redevelopment Project Area Plan, and directing that the notice of adoption be given as required by law. Ordinance 11-06 and the Official Plan shall become effective upon publication of this notice (the "Effective Date"), at which time the Agency may proceed to implement the Plan, as amended. The amendment updates and revises the Plan to incorporate an amendment to the Project Area Budget, as authorized under UCA § 17C-1-206. The Plan, as amended, is available for general public inspection at the office of the City Recorder located at 3950 S. Adams Ave., South Ogden, Utah, during regular office hours of 8:00 am to 5:00 pm, Monday through Friday.

For a period of 30 days after the Effective Date of the Official Plan, any person in interest may contest the amendment to the Plan, or the procedure used to adopt the amendment to the Plan, if the procedure fails to comply with applicable statutory requirements. After expiration of that 30-day period, no person may contest the amendment to the Plan, or the procedure used to adopt it, for any cause.

M/192513



ORDINANCE NO. 03-20

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, ADOPTING THE NORTHWEST AREA REDEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE SOUTH OGDEN CITY REDEVELOPMENT AGENCY, AS THE OFFICIAL REDEVELOPMENT PLAN FOR THE NORTHWEST AREA REDEVELOPMENT PROJECT AREA, AND DIRECTING THAT THE REQUIRED NOTICE OF THE ADOPTION BE GIVEN AS SET FORTH IN THE UTAH REDEVELOPMENT AGENCIES ACT; AND ESTABLISHING AN EFFECTIVE DATE.

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

Section I. Recitals

WHEREAS, the City Council of SOUTH OGDEN City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

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

WHEREAS, the City Council finds that in conformance with the provisions of UCA § 10-3-702, the governing body of the city may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by State law or any other provision of law; and,

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City to adopt the Northwest Area Redevelopment Project Area Plan, as approved by the South Ogden City Redevelopment Agency, as the Official Redevelopment Plan for the Northwest Area Redevelopment Project Area ; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue in this matter and requires such action to be taken by the City; now,

THEREFORE, BE IT ORDAINED by the City of SOUTH OGDEN as follows:

Section II. Adoption of the Northwest Area Redevelopment Project Area Plan:

The Northwest Area Redevelopment Project Area Plan, as approved by the South Ogden City Redevelopment Agency, as the Official Redevelopment Plan for the Northwest Area Redevelopment Project Area, is hereby adopted by the City as the Official Redevelopment Plan for the Northwest Area Redevelopment

Project Area and such adoption is specifically found to be in the best interest of the City.

Section III. Prior Ordinances and Resolutions:

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

BE IT FURTHER ORDAINED that this Ordinance shall become effective on the 19th day of August, 2003, and after publication or posting as required by law.

DATED this 19th day of August, 2003



SOUTH OGDEN, a municipal corporation

by:

[Handwritten signature of George Carwood, Jr.]
Mayor George Carwood, Jr.

Attested and recorded

[Handwritten signature of Dana B. Pollard]
Dana Pollard, CMC
City Recorder

RESOLUTION NO. 14-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH OGDEN
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, UTAH,
AUTHORIZING ENTRY INTO A PARTICIPATION AGREEMENT WITH
YOUNG AUTOMOTIVE; AND PROVIDING THAT THIS RESOLUTION
SHALL TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION AND
DEPOSIT WITH THE BOARD RECORDER.**

SECTION 1 - RECITALS

WHEREAS, under the Uniform Procedures act, Utah Code (“UC”)§10-6-101, et. seq., as amended, and UC §17A-2-1216, the Board of Directors of the South Ogden City Community Development and Renewal Agency ("Agency"), may enter into development and participation agreements to further the purposes of said statutes; and,

WHEREAS, the entry into a Participation Agreement ("Agreement") with the Young Automotive Group will be in the best interest of the Agency and its citizens; and,

WHEREAS, the Board of Directors, in their public meeting, received and considered recommendations from the Board Administrator to enter develop and enter into an Agreement as permitted under Utah law; and,

WHEREAS, the proposed Agreement requires additional negotiation and refinement; and,

WHEREAS, the Board Administrator is responsible for the day-to-day operation of the Agency and is intimately familiar with the proposed development project and additional terms and conditions needed for the final Agreement;

NOW, THEREFORE, BE IT RESOLVED BY the Board of Directors of South Ogden City Community Development and Renewal Agency:

SECTION 2 – ADOPTION OF BUDGET

That the Board Administrator is authorized and directed to enter into and conclude such further negotiations with Young Automotive Group as may reasonably be necessary to give effect to the proposed development and improvements contemplated by this resolution of the Agency by the Board of Directors of the South Ogden City Community Development And Renewal Agency; and that the Board Administrator is authorized and directed to sign such final Agreement for the Agency.

The Board Recorder may attest any and all documents necessary to evidence the authority of the Administrator to act as provided.

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

SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 4 - PRIOR RESOLUTIONS:

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

SECTION 5 - SAVINGS CLAUSE:

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

SECTION 6 - DATE OF EFFECT:

This Resolution shall be effective on the 7th day of January, 2014, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, STATE OF UTAH, on this 7th day of January, 2014

SOUTH OGDEN COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

James F. Minster
Board Chair

ATTEST:

Leesa Kapetanov
Board Recorder

RESOLUTION NO. 14-01

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SOUTH OGDEN CITY AND WEBER COUNTY FOR CREATION OF AND PARTICIPATION IN A LOCAL TRANSPORTATION FUND AGREEMENT; 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 enter into agreements 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 and South Ogden City (“Parties”) have negotiated an Agreement for the provision of Local Transportation Funding; 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 entering into 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 into 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 "Local Transportation Funds Agreement" (**Attachment "A"**); and authorizes the City Manager to sign any and all 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 enter into such arrangements for the City.

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 are in conflict with this Resolution, are, to the extent of such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 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 have the effect of rendering 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 7th day of January, 2014, 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 7th day of January, 2014.

SOUTH OGDEN CITY

James F. Minster
Mayor

ATTEST:

Leesa Kapetanov
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 14-01

A Resolution Approving And Authorizing The Execution Of An Interlocal Agreement Between South Ogden City And Weber County For Creation Of And Participation In A Local Transportation Fund Agreement; Authorizing The City Manager To Sign Such An Agreement; And Providing For An Effective Date

07 Jan 14

C203-282

12-10

ORIGINAL

LOCAL TRANSPORTATION FUNDING AGREEMENT

This Agreement is made effective this 10 day of December 2013, by and between Weber County and South Ogden City (collectively the "Parties" or individually the "Party") witnesses that:

WHEREAS, Utah Code Annotated §59-12-2217, the County Option Sales and Use Tax for Transportation and Utah Code Annotated §72-2-117.5, the Local Transportation Corridor Preservation Fund provide the opportunity for a Council of Governments and the local legislative body to prioritize and approve funding for transportation projects that are included in the areas Regional Transportation Plan; and

WHEREAS, the Weber Area Council of Governments (WACOG) is the council of governments with the authority to work with Weber County, the local legislative body, to prioritize and approve funding for such transportation projects; and

WHEREAS, 40th Street in South Ogden City is among the qualified projects prioritized for funding by WACOG and the Weber County Commission; and

WHEREAS, South Ogden City intends to: 1) re-stripe 40th Street to five lanes between Washington Boulevard and Adams Avenue, and 2) expand the existing three-lane section between Adams Avenue and Gramercy Avenue to a five-lane cross-section (two travel lanes in each direction with a median/left-turn lane, curb and gutter, park-strips, and sidewalks).

WHEREAS, South Ogden City submitted a timely and complete application/request to the Weber Area Council of Governments (WACOG), and accordingly such request was approved by the WACOG on September 9, 2013.

WHEREAS, Weber County has committed to assist with Construction and Construction related costs up to \$450,000 (Local Option Sales Tax for Transportation) ; and

WHEREAS, Weber County and South Ogden City propose to enter into this Funding Agreement to establish the terms and conditions Weber County and South Ogden City will be bound to in regard to this agreement;

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

**SECTION ONE
INTRODUCTION AND BACKGROUND**

40th Street; Washington Blvd. to Gramercy Ave; Project No. F-R199(70)

A. PURPOSE AND NEEDS STATEMENT

The purpose of the project is to address the current and projected travel demands on 40th Street between Washington Boulevard and Gramercy Avenue (see attached project location map). 40th Street is a major east-west transportation corridor through South Ogden City that provides access to and from McKay-Dee Hospital and Weber State University. The segment of 40th Street between Washington Boulevard and Gramercy Avenue is a traffic bottle-neck. West of Washington Boulevard 40th Street splits into two one way roadways (two travel lanes in each direction). East of Gramercy Avenue 40th Street transitions to a five-lane roadway.

According to the Wasatch Front Regional Council's (WFRC) Travel Demand Model (TDM), the current (2012) average weekday travel demand for 40th Street is 20,000 vehicles per day (vpd) and the projected 2040 travel demand is 32,000 vpd. Portions of 40th Street are currently operating at a failing level of service (LOS F) and the roadway lacks capacity for current and future travel demand.

B. FUNDING

The project is estimated to cost between \$7 million and \$8 million. South Ogden City has worked with Wasatch Front Regional Council (WFRC) and this project has been recommended for funding in 2014. This funding comes as a part of WFRC's Surface Transportation Program (STP). South Ogden is currently in the process of completing the environmental document for the project. The environmental work is estimated to cost approximately \$55,000.

South Ogden is requesting approval to support this project through the Transportation Sales Tax Project Funds. South Ogden requests WACOG's support of \$450,000. WACOG's funding is necessary to assist South Ogden in meeting the federal project match requirement (6.7%). In addition to WACOG's contributions, South Ogden will be contributing an additional \$86,000 towards the project.

C. Funding Summary:

Approximate Project Cost	(\$8,000,000)
WFRC STP Funding	\$7,464,000
WACOG Funding	\$ 450,000
<u>South Ogden City</u>	<u>\$ 86,000</u>

D. County Obligations.

County agrees to contribute an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000) for the cost of construction and construction related expenditures.

E. South Ogden City Obligations.

South Ogden City shall ensure that all applicable State and Federal guidelines are followed with respect to property acquisition, description and recording.

F. Joint Obligations.

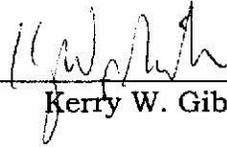
The County and South Ogden City agree to jointly develop accounting and reporting procedures for the use and distribution of transportation funds.

G. Miscellaneous.

1. Indemnification. Because County is only providing funding for this project, South Ogden City agrees to hold harmless, defend and indemnify Weber County, its officers, employees and agents from and against all claims, suits and costs, including attorney's fees for injury or damage of any kind, arising out of South Ogden City's acts, errors or omissions in the performance of this project.
2. Modification. This Agreement may be modified only upon the written agreement of both parties.
3. Applicable Law. This Agreement shall be administered and interpreted in accordance with the laws of the State of Utah.
4. Term and Termination. With the exception of the indemnification provision which shall continue until any applicable statute of limitations has run, this Agreement shall terminate upon completion of the project referenced herein.

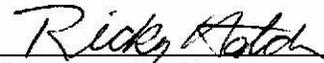
IN WITNESS THEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day, month, and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By 
Kerry W. Gibson, Chair

Commissioner Bell voted 
Commissioner Gibson voted 
Commissioner Zogmaister voted 

ATTEST:


Ricky Hatch, CPA
Weber County Clerk/Auditor

SOUTH OGDEN CITY

By _____
Mayor

City Council Staff Report



Subject: South Ogden Days 2014
Author: Jill McCullough
Department: Special Events
Date: January 7th 2014

Recommendation

- Discuss and approve changes to SOD's 2014

Background

This is not an issue, just a proposal to make some slight changes. The proposed changes in South Ogden Days are designed to promote increased attendance and amplify exposure of sponsors, while providing a cost effective way to manage city staff, security and resources. All activities are designed to be available to all community members.

Analysis

The proposed changes are as seen in the attachment.

Significant Impacts

n/a

Attachments

The proposed changes in South Ogden Days are designed to promote increased attendance and amplify exposure of sponsors, while providing a cost effective way to manage city staff,

<u>Day</u>	<u>SOD's Events</u>
Monday	Golf Tournament (Mount Ogden Golf Course) \$25/player
Tuesday	Basketball Tournament
Friday	4pm – Park Opens to public 4pm – Car Show opens for registration 5:30pm - Police vs. Fire Softball Game 5:30pm -Employee/Volunteer Appreciation Picnic 6pm –AAR Registration 6:30pm – AAR Begins 8pm – AAR Awards and Prize Drawings 8:30pm – Car Show Awards 9pm – Cars exit the park 9:30pm – Movie at the Park 11pm –Carnival & Park Close
Saturday	7am – Jungle Jog Registration 7:30am - Jungle Jog Begins 8am – Parade check-in and Line-up 9am – Parade Begins 10am – Parade Ends, Park Opens 10:30am – Mud Volleyball Begins 11am – Local Entertainment on Stage Begins 4pm – Mud Volleyball Winners Announced 4:30pm – Local Entertainment Continues 6pm – Local Entertainment Ends 6pm – VIP Dinner Begins 7pm – Opening Band begins 8pm – Mayors Remarks & Opening of Concert by MC 10:15pm – Concert Ends with Fireworks show 11pm- Park Closes

security and resources. All activities are designed to be available to all community members.

Other proposed changes in park dynamics:

- One main stage for all performers
- Park wide sound system
- Master of Ceremonies leading all entertainment and park wide communications
- Paying Vendors to be managed by outside organization (N.U.B.)

South Ogden Mayor and City Council 2013

**Stakeholder
Needs**

Residents

- Protection
- Services (Roads, parks, public safety, utilities)
- Preservation of culture / quality of life.
- Know that we value their input
- We care very much about South Ogden
- Maybe stay on top of things a little better and move faster
- For the city to keep moving forward
- Looking into the future with business growth and how do we take care of our citizens moving forward.(Protect traditions-planning and zoning.)
- To feel safe in their homes and neighborhoods.
- Their tax dollars to be spent wisely and resources purchased with those monies to be taken care of responsibly.
- Water and sewer systems that work well and roads maintained.
- A council, mayor, manager, and staff that is approachable and responds to needs quickly and fairly.
- Newsletter, website, other sources of information readily available and updated.
- We need to earn back the trust of the citizens
- Safety, Communication, Openness, Access

Business Owners

- Opportunity, consistency and ease with compliance/permit issues, assistance to create a more positive business atmosphere (i.e., synergy and collective growth of the retail sector).
- Encourage new businesses. Help with development. Maybe help with promoting or advertising
- Support
- Other complementary but not competing businesses brought in. Opportunities to give back to the city and feel a part of the community. Support from the govt leaders and promotion of their businesses any chance possible.
- Incentives, Right types of businesses

Visitors

- Safety, business/shopping;
- Directions to our parks. List of events activities
- They need to know that we have something to offer them. Parks, splash pad, places to eat.
- Safe, clean, inviting environment. Places to recreate, eat, and shop. Information about upcoming events.
- Signage for Visitors, Promote what is happening.

Other Governmental Entities

- Coordination, cooperation.
- Communication of our needs and our accolades
- Our vision for South Ogden, its important for the county to continue with Ramp funding, and the State to leave sales tax alone.
- Take care of own problems. Fulfill obligations in all interagency agreements.
- Legislative affairs

Schools

- Safety and protection for students.
- Safe walkways to school - sidewalks/crosswalks/ bike routes. More involvement with schools (visits, after school support) we have DARE, and tree planting - maybe even just list what we do as a city in support of schools - to give us credit -and solicit volunteers

- It starts with or youth, I think we have great schools and we should help them stay that way
- Good working relationship, especially with the gym facility; for the city to meet its obligations. Sidewalks, crosswalks, and maintained roads to help students get to and from.
- Communities that care program

Employees

- Security, consistency in expectations and application of policies, fairness from management level
- More support at events (we need to know where they want us to be). That we understand them -and support them (I think the Christmas lunch was slightly out of line when the departments had cut so much and we spent money anyway - so if a tight year again I think we should do the awards at a city council meeting with punch and cookies. Then maybe just 2 movie tickets for everyone for Christmas (the council and mayor could donate to that personally to pay for those - if appropriate - and that would really say thank you very much but, there is no money for dinner or lunch. The lunch was perfect and the cost was great - but, I felt there was a little cold vibe.
- Partnership, if they feel they are a part of the city they will take pride in there jobs as well as the city.
- Fair salaries and benefit packages. Safe working environment. Proper training and equipment. Recognition for faithful service.

City Council

- candid input and information; performance of duties; follow through on assigned tasks.
- Open communication - to be able to talk or call us - and encouraged to come to council meetings
- Information, continue to be kept in the loop.
- Effective communication from staff so aware of what is happening.



Mission



South Ogden City is dedicated to preserving and enhancing quality of life, promoting fiscal responsibility and professionally meeting the expectations of every resident, business, employee and visitor.

- You're Home
- South Ogden - "Not just great, SO GREAT!"

Vision



By 2025 South Ogden City will stand out as the friendliest, safest, and most inviting place to live, work, and visit in Weber County; where engaged residents feel at home while enjoying the highest quality of life in a vibrant community defining itself through innovative development and excellent public services.

- 40th Street Project
- Rebranding the City (Know when you are in South Ogden)
- Redevelopment of Washington Blvd and Riverdale Road

Values

Excellence

- Competence

Responsibility

- Dedication
- Prompt
- Time
- Productivity

Communication

- Constructive Conflict
- Listening
- No Politics
- Feedback

Integrity

- Trust
- Honesty
- Loyalty



Individuality

- Diversity
- Creativity

Unity

- Kindness
- Civility
- Respect

Public Service & Engagement Responsibility & Accountability Integrity & Ethics Deversity & Inclusion Excellence in Everything

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- **Contact Us**
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