



**CITY COUNCIL MEETING AGENDA
MARCH 14, 2023, AT 6:00 PM
505 EAST 2600 NORTH
NORTH OGDEN, UT 84414**

PUBLIC CAN ATTEND:

In person OR:

Click the link below to join the webinar: <https://us02web.zoom.us/j/85277361943> Webinar ID: 852 7736 1943

Or Telephone Dial: 1 346 248 7799 or 1 669 900 9128 or 1 253 215 8782

YouTube: <https://www.youtube.com/channel/UCrigbePBxTucXEzRr6fclhQ/videos>

Welcome: Mayor Berube

Invocation & Pledge of Allegiance: Chris Pulver, North Ogden Resident

CONSENT AGENDA

1. Call for conflict of interest disclosure
2. Acceptance of the Municipal Wastewater Planning Program (MWPP) Annual Report for 2022

ACTIVE AGENDA

3. Public Comments*
4. Discussion on Title 8 Public Ways and Properties and neighboring property owners
Presenter: Scott Hess, Community and Economic Development Director
5. Discussion about North Ogden City properties and short-term leases
Presenter: Jon Call, City Manager/Attorney
6. Discussion and/or action to consider a property located at approximately 234 East 3900 North for surplus
Presenter: Council Member Cevering
7. Discussion and/or action to consider light and sound improvements on the Amphitheater
Presenter: Council Member Swanson
8. Discussion and/or action to consider an Interlocal Agreement with Pleasant View City relating to the Northview Senior Citizen Center
Presenter: Jon Call, City Manager/Attorney
9. Discussion and/or action to consider an Interlocal Agreement with Weber County Clerk's office, Elections Division
Presenter: Susan Nance, City Recorder
10. Council Department Reports:
 - a. Council Member Cevering - Police
 - b. Council Member Ekstrom - Public Works

***Please see notes regarding Public Comments rules and procedure**

The Council at its discretion may rearrange the order of any item(s) on the agenda. Final action may be taken on any item on the agenda. In compliance with the American with Disabilities Act, needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify the City Recorder at 801-782-7211 at least 48 hours prior to the meeting. In accordance with State Statute, City Ordinance, and Council Policy, one or more Council Members may be connected via speakerphone or may by two-thirds vote to go into a closed meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the North Ogden City limits on this 9th day of March, 2023 at North Ogden City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <http://www.northogdencity.com>. The 2023 meeting schedule was also provided to the Standard Examiner on December 16, 2022. Susan L. Nance, CMC, City Recorder

11. Public Comments*

12. Mayor/Council/Staff Comments

13. Adjournment

Public Comments/Questions

- a. Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business.
- b. When a member of the audience addresses the Mayor and/or Council, he or she will come to the podium and state his or her name and address.
- c. Citizens will be asked to limit their remarks/questions to five (5) minutes each.
- d. The Mayor shall have discretion as to who will respond to a comment/question.
- e. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks.
- f. Some comments/questions may have to wait for a response until the next Regular Council Meeting.
- g. The Mayor will inform a citizen when he or she has used the allotted time.

Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2022
NORTH OGDEN CITY

Thank you for filling out the requested information. Please let DWQ know when it is approved by the Council.

Please download a copy of your form by clicking "Download PDF" below.

Below is a summary of your responses

[Download PDF](#)

SUBMIT BY APRIL 15, 2023

Are you the person responsible for completing this report for your organization?

Yes

No

This is the current information recorded for your facility:

Facility Name:	NORTH OGDEN CITY
Contact - First Name:	Trent
Contact - Last Name:	Wilkins
2. Contact - Title	Sanitary Sewer Supervisor
Contact - Ph	

Contact - Phone:	
Contact - Email:	twilkins@nogden.org

Is this information above complete and correct?

Yes
 No

Your wastewater system is described as Collection & Financial:

Classification: COLLECTION

Grade: III

(if applicable)

Classification: -

Grade: -

Is this correct?

WARNING: If you select 'no', you will no longer have access to this form upon clicking Save & Continue. DWQ will update the information and contact you again.

Yes
 No

Click on a link below to view a previous year's examples of sections in the survey:

(Your wastewater system is described as Collection & Financial)

[MWPP Collection System.pdf](#)
[MWPP Discharging Lagoon.pdf](#)
[MWPP Financial Evaluation.pdf](#)
[MWPP Mechanical Plant.pdf](#)
[MWPP Non-Discharging Lagoon.pdf](#)

Yes No

Please update the information for the person in charge of filling out each section.

	Email	Name (first and last)	Notes
	ex. john@email.com		These notes will be sent in the invite email
Financial Evaluation	twilkins@nogden.org	Trent Wilkins	[notes, if any apply, should be entered here]
Collection System	twilkins@nogden.org	Trent Wilkins	
Review, sign and submit	twilkins@nogden.org	Trent Wilkins	

Click 'Yes' to send an email to each responsible person with the notes you've included (if any) with a link to the forms and to receive updates

- Yes, send the link to this form for the next person to fill out.
- Continue filling out the form myself and send the link to others later.

Financial Evaluation Section

Form completed by:

Jami Jones

Part I: GENERAL QUESTIONS

Are sewer revenues maintained in a dedicated purpose enterprise/district account?

Yes

No

	Yes	No
Are you collecting 95% or more of your anticipated sewer revenue?	<input checked="" type="radio"/>	<input type="radio"/>
Are Debt Service Reserve Fund ⁶ requirements being met?	<input checked="" type="radio"/>	<input type="radio"/>

What was the annual average User Charge¹⁶ for 2022?

10

Do you have a water and/or sewer customer assistance program * (CAP)?

Yes

No

Part II: OPERATING REVENUES AND RESERVES

Are property taxes or other assessments applied to the sewer systems¹⁵?

Yes

No

Are sewer revenues¹⁴ sufficient to cover operations & maintenance costs⁹, and repair & replacement costs¹² (OM&R) at this time?

Yes

No

Are projected sewer revenues sufficient to cover OM&R costs for the *next five years*?

Yes

No

Does the sewer system have sufficient staff to provide proper OM&R?

Yes

No

Has a repair and replacement sinking fund¹³ been established for the sewer system?

Yes

No

Is the repair & replacement sinking fund sufficient to meet anticipated needs?

Yes

No

Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

Yes

No

Are sewer revenues sufficient to cover all costs of current capital improvements³ projects?

Yes

No

Has a Capital Improvements Reserve Fund⁴ been established to provide for anticipated capital improvement projects?

Yes

No

Are projected Capital Improvements Reserve Funds sufficient for the *next five years*?

Yes

No

Are projected Capital Improvements Reserve Funds sufficient for the *next ten years*?

Yes

No

Are projected Capital Improvements Reserve Funds sufficient for the *next twenty years*?

Yes

No

Part IV: FISCAL SUSTAINABILITY REVIEW

Yes

No

Have you completed a Rate Study¹¹ within the last five years?

Yes

No

2022 Impact Fee (if not a flat fee, use average of all collected fees) =

NOC= 546, CWSID=2,578

Yes

No

Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?

Do you maintain a Plan of Operations¹⁰?

Have you updated your Capital Facility Plan² within the last five years?

Yes

No

Do you use an Asset Management¹ system for your sewer systems?

Describe the Asset Management System (check all that apply)

- Spreadsheet
- GIS
- Accounting Software
- Specialized Software
- Other

Do you know the total replacement cost of your sewer system capital assets?

Yes
Yes
No
No

2022 Replacement Cost =

425,000

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

Yes
No

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

Part V: PROJECTED CAPITAL INVESTMENT COSTS

Cost of projected capital improvements

	Cost Please enter a valid numerical value	Purpose of Improvements		
		Replace/Restore	New Technology	Increase Capacity
2023	450,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2023 thru 2027	1,800,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2028 thru 2032	1,800,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2033 thru 2037

1,800,000
Cost

2038 thru 2042

Please enter a valid
numerical value

Purpose of Improvements

Replace/Restore

New

Increase Capacity

This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

Yes

This is the end of the Financial section. What would you like to do next?

This entire section is complete. Send the link to the next person in charge.

(Once you Save & Continue, you will no longer be able to use the same link to view/edit your responses).

I will continue to fill out/review the next section myself.

Collections System Section

Form completed by:

May Receive Continuing Education /units (CEUs)

Wallace Trent Wilkins

Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system (diameter in inches)?

What is the average depth of the collection system (in feet)?

8

What is the total length of sewer pipe in the system (length in miles)?

92

How many lift/pump stations are in the collection system?

0

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

0

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

- Yes
- No

What year was your collection system first constructed (approximately)?

1955

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? (If more than one, cite the oldest)

1979

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0

The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):

Class 1 - a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the state.

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year: 2022

Number

Number of Class 1 SSOs in Calendar year

0

2.

Number of Class 2 SSOs in Calendar year

0

Please indicate what caused the SSO(s) in the previous question.

N/A

Please specify whether the SSOs were caused by contract or tributary community, etc.

N/A

Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

Yes
 No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

Yes
 No

Number of new commercial/industrial connections in the last year

0

Number of new residential sewer connections added in the last year

2.

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Equivalent residential connections⁷ served

7077

Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?

4

Approximate population served

21,528

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade.

List the designated Chief Operator/DRC for the Collection System below:

	Name	Grade	Email
	First and Last Name		Please enter full email address
Chief Operator/DRC	Wallace Wilkins	III	twilkins@nogden.org

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

2.

Name
separate by comma

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SLS¹⁷ Grade I:

Collection Grade I:

Collection Grade II:

Collection Grade III:

Collection Grade IV:

Name

separate by comma

List all other Collection System operators by certification grade, separate names by commas:

Name

separate by comma

SLS¹⁷ Grade I:

Collection Grade I:

Collection Grade II:

Collection Grade III:

Collection Grade IV:

Brian Lee Galvez, Wallace Trent Wilkins

No Current Collection Certification:

Bruce Higley Nolan Nelson

Lee R Cahoon

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

Yes

No

Part V: FACILITY MAINTENANCE

Yes

No

Have you implemented a preventative maintenance program for your collection system?

2.

Have you updated the collection system operations and maintenance manual within

operations and maintenance manual within the past 5 years?

Yes

No

Do you have a written emergency response plan for sewer systems?

Do you have a written safety plan for sewer systems?

Is the entire collections system TV inspected at least every 5 years?

Is at least 85% of the collections system mapped in GIS?

Part VI: SSMP EVALUATION

Yes

No

Has your system completed a Sewer System Management Plan (SSMP)?

Has the SSMP been adopted by the permittee's governing body at a public meeting?

Has the completed SSMP been public noticed?

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

Date of Public Notice

03/31/2015

During 2022, was any part of the SSMP audited as part of the five year audit?

2.

Yes

No

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Program?

Yes

No

Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

Overall our sewer system is in very good condition, as we tv lines and find any broken pipe we have it repaired or replaced, we are still using CIPP to turn our concrete lines into PVC and that makes them last longer and rehab them at the same time, we are fortunate that we are a gravity feed system and therefor we have no pumps and or lift stations.

What sewerage system capital improvements³ does the utility need to implement in the next 10 years?

To keep cleaning and inspecting and using CIPP to rehab older lines to make sure they function properly, and then also to start rehabing the vaults by having them sprayed with a liner as well, to prevent the vaults from failing, and to prevent inflow into our system

What sewerage system problems, other than plugging, have you had over the last year?

1. I am happy to report that we did not have any problem last year, due to be proactive in cleaning and tv inspecting

2.

Is your utility currently preparing or updating its capital facilities plan²?

Yes

No

Does the municipality/district pay for the continuing education expenses of operators?

100% Covered

Partially cover

Does not pay

Is there a written policy regarding continuing education and training for wastewater operators?

Yes

No

Any additional comments?

N/A

This is the end of the Collections System questions

To the best of my knowledge, the Collections System section is completed and accurate.

Yes

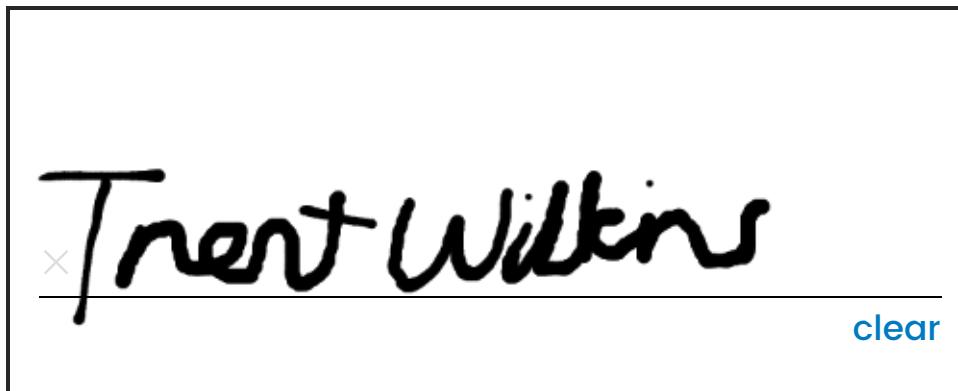
This is the end of the Collection System section, what would you like to do

2. Next?

This entire section is complete. Send the link to the next person in charge.

- (Once you Save & Continue, you will no longer be able to use the same link to view/edit your responses).*
- I will continue to fill out/review the next section myself.**

I have reviewed this report and to the best of my knowledge the information provided in this report is correct.



A rectangular input field containing a handwritten signature in black ink. The signature reads "Trent Wilkins". Above the signature, there is a small "X" mark on the left side. To the right of the signature, the word "clear" is written in blue text, with a blue cursor arrow pointing towards it.

Has this been adopted by the council? If no, what date will it be presented to the council?

- Yes
- No

What date will it be presented to the council?

Date format ex. mm/dd/yyyy

03/14/2023

Please log in.

Email

PIN

NOTE: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. Completion of the collection section meets the annual reporting requirement for the USMP. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance, please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page.

Powered by Qualtrics 

Title 8: Public Ways and Property

8-8: Private Landscaping on Public Property

8-8-1: Definitions

8-8-2: Permit Required; Basis For Issuance

Any person desiring to perform work of any kind in a public way within the city shall make application for a permit. The decision by the city to issue a permit shall include, among other factors determined by the city, the following:

1. The capacity of the public way to accommodate the facilities or structures proposed to be installed in the public way;
2. The damage or disruption, if any, of public or private facilities, improvements or landscaping previously existing in the public way;
3. The public interest in minimizing the cost and disruption of construction from numerous excavations of the public way.

8-8-3: Application For Permit

Application for a permit shall be filed with the Planning Department on a form or forms to be furnished by the city. Property owners and/or tenants for whom work is being done shall be responsible for obtaining the permits, provided, however, contractors may obtain the permit in the contractor's name.

- A. Eligible Persons: No person shall be eligible to apply for or receive permits to do work within the public ways of the city, save and except the following:
 1. Contractors licensed by the state as general contractors;
 2. Providers;
 3. Property Owners located immediately adjacent to Public Property.
- B. Denial Based On Past Performance: The Planning Director may deny the issuance of permits to contractors, utility companies or other permit applicants who have shown by past performance that, in the opinion of the Planning Director, they will not consistently conform to the engineering regulations, specifications, design standards or the requirements of this chapter.
- C. Plans May Be Required: When necessary, in the judgment of the Planning Director, to fully determine the relationship of the work proposed to existing or proposed facilities within the public property, or to determine whether the work proposed complies with the engineering regulations, construction specifications and design standards, the Planning Director may require the filing of engineering plans, specifications and sketches showing the proposed work in sufficient detail to permit determination of such relationship or compliance, or both, and the application shall be deemed suspended until such plans and sketches are filed and approved.
- D. Commencement Unlawful Without Approval And Permit: It shall be unlawful for any person to commence work upon any public property until the Planning Director has approved the application and until a permit has been issued for such work, except as specifically approved to the contrary in this chapter.
- E. Appeal: The disapproval or denial of an application by the Planning Director may be appealed by the applicant to the Mayor by filing of a written notice of appeal within ten (10) days of the action of the Planning Director. The Mayor shall hear such appeal, if written request therefor be timely

filed as soon as practicable, and render his/her decision within two (2) weeks following notice of such appeal.

- F. Limited Authority Of Planning Director: In approving or disapproving work within any public property, or permits therefor, in the inspection of such work; in reviewing plans, sketches or specifications; and generally in the exercise of the authority conferred upon him/her by this chapter, the Planning Director shall act in such manner as to preserve and protect the public property and the use thereof, but shall have no authority to govern the actions or inaction of permittees and applicants or other persons which have no relationship to the use, preservation or protection of the public property.
- G. Routine Maintenance Work By Government Employees: It shall be lawful for a city, county, state, federal or other government employee to perform routine maintenance work, not involving excavations, without first having obtained a permit therefor.
- H. Hand Digging Excavations: A permit is not required from the Planning Director for hand digging excavations for installation or repair of landscaping within the nonpaved areas of the public property. However, conformance to all city specifications is required.
- I. Limitations: Permit holders are no permitted to install on public property the following: permanent structures, fences, underground sprinkler systems, retaining walls, grass clippings, green waste, compacted gravel, concrete, or asphalt, and may not regrade the property. The City encourages water-wise landscaping.
- J. Landscaping: Permit holders are permitted to install the following plants: water-wise grass, and other low water-use shrubs and ground cover, bark and mulch, decorative rock, removable planter beds.

8-8-4: Fee For Permit

- A. Required: The city shall charge and the permittee shall pay upon issuance of the permit, fees for costs associated with the work performed under the permit as outlined in schedule A, to be included in the consolidated fee schedule. Such costs could include costs for reviewing the project and issuing the permit, inspections of the project, deterioration of the public property or diminution of the useful life of the public property, and other costs to the city associated with the work to be done under the permit. All costs shall be assessed in a nondiscriminatory manner.
- B. Waiver: The Planning Department may waive permit fees or penalties, or portion thereof, provided for in this chapter, when he/she determines that such permit fee or penalty:
 - 1. Pertains to construction or rehabilitation of housing for persons whose income is below the median income level for the city; or
 - 2. Pertains to an encroachment on the public property involving a beautification project which furthers specific goals and objectives set forth in the city strategic plan, master plans or other official documents, including decorative street lighting, building facade lighting, flower and planter boxes, and landscaping.
- C. Additional Charges: Additional charges to cover the reasonable cost and expenses of any required engineering review, inspection and work site restoration associated with each undertaking may be charged by the city to each permittee, in addition to the permit fee.

8-8-5: Contents of Permit; Extension; Revocation

1. Starting And Estimated Completion Dates:

1. Each permit application shall state the starting date and estimated completion date. Work shall be completed within thirty (30) days from the starting date or as determined by the Planning Department. Such determination shall be based upon factors reasonably related to the work to be performed under the permit. Such factors may include, in addition to other factors related to the work to be performed, the following:
 1. The scope of work to be performed under the permit;
 2. Maintaining the safe and effective flow of pedestrian and vehicular traffic on the public property affected by the work;
 3. Protecting the existing improvements to the public property impacted by the work;
 4. The season of the year during which the work is to be performed as well as the current weather and its impact on public safety and the use of the public property by the public;
 5. Use of the public property for extraordinary events anticipated by the city.
2. The Planning Department shall be notified by the permittee of commencement of the work within twenty four (24) hours prior to commencing work. The permit shall be valid for the time period specified in the permit. The Planning Department shall inspect the work and the work site restoration.
2. Extension: If the work is not completed during such period, prior to the expiration of the permit, the permittee may apply to the Planning Director for an additional permit or an extension, which may be granted by the building official for good cause shown.
3. Length Of Extension: The length of the extension requested by the permittee shall be subject to the approval of the Planning Department. No extension shall be made that allows work to be completed in the winter period without payment of winter fees.
4. **Revocation:** Permits may be revoked for non-compliance with this chapter and other regulations controlling the use of public property. Permits may be revoked in order to install or improve the public property as required by a Capital Facilities Project, or completion of a project in a long-range plan or strategic planning document.

8-8-6: Transfer, Assignment Prohibited

Permits shall not be transferable or assignable, and work shall not be performed under a permit in any place other than that specified in the permit. Nothing herein contained shall prevent a permittee from subcontracting the work to be performed under a permit; provided, however, that the holder of the permit shall be and remain responsible for the performance of the work under the permit, and for all bonding, insurance and other requirements of this chapter and under said permit.

8-8-7: Restoration of Public Property

1. **Required:** The permittee shall, at the permittee's own expense, restore the surface of any public way to its original condition and replace any removed or damaged pavement with the same type and depth of pavement as that which is adjoining, including the gravel base material. All restoration shall conform to the engineering regulations, design standards and specifications promulgated by the city and shall be accomplished within the time limits set forth in the permit, unless the department grants additional time in writing.
2. **Restoration By City:** At the permittee's option, the permittee doing the actual excavation work may request that the city restore the surface to its original condition. The fee for such resurfacing shall be determined by the building official in accordance with the city's reasonable costs for such

work and shall be charged to the person, firm or corporation making the excavation. The city, prior to the release of the bond, shall receive payment for said work.

8-8-8: Work Without Permit

Stop Work Order: A stop work order may be issued by the building official directed to any person or persons doing or causing any work to be done on public property without a permit.

1. Fee: Any person found to be doing work in the public way without having obtained a permit, as provided in this chapter, shall be required to pay a permit fee equal to two (2) times the normal permit fee. For replacement work, where a fee is not normally charged, the normal permit fee for new construction shall apply.

8-8-9: Conflict with Governing Provisions

Should there be a conflict between the provisions of this chapter and the provisions of any other ordinance, agreement, franchise or other document governing the excavation of a public way, the more restrictive provisions of the aforesaid documents shall apply.



Staff Report to the North Ogden City Council

SYNOPSIS

Description: There is a discussion about whether or not to allow for some flexibility in North Ogden City property and have the Mayor approve the lease and maintenance of property without council approval. This discussion directly ties to the discussion of letting neighboring property owners beautify city property if they agree to maintain it

Date: January 18, 2023

STAFF INFORMATION

Jon Call
jcall@nogden.org
801-737-9846

QUESTION FOR COUNCIL

Is the following language appropriate and would the Council like to move towards completing a code amendment to effect the change.

DISCUSSION

The following language change would allow for the other ordinance to take effect and let the individuals designated by the Council to enter into leases and other arrangements which have a short timeframe to keep our rules consistent. The proposed language is shown below in red.

3-1-9: DISPOSAL OF CITY PROPERTY

1. Petition: Department Heads shall petition the City Administrator/Manager and mayor to declare property surplus, obsolete or unusable.
2. Advertise: Any property thus classified with resale value shall be advertised for sale.
3. No Resale Value: Property not deemed to have any resale value shall be disposed of by the Department Head in the manner deemed to be in the best interest of the public and approved by the City Administrator/Manager.

1. List; Bid Refusal: The Department Head shall provide the Finance Director with a list of all such property disposed of so that it may be removed from the list of City assets. The City may refuse any or all bids on items offered for sale.
4. Alternative Disposition: In accordance with the terms of Utah Code Annotated section 10-8-2, the City may make a finding that a use or disposition of certain City property provides for the safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the City, in which case the City Council may authorize the purchase, receipt, holding, selling, leasing, conveying and other disposition of real and personal property for the benefit of the City, whether the property is within or without the City's corporate boundaries and under the terms of such a finding is not obligated to sell such property at bid but may improve, protect, and do any other thing in relation to this property that an individual could do.
5. Real Property:
 1. North Ogden City hereby determines that all real estate owned by the City constitutes a significant parcel of real property pursuant to Utah Code. A Utility easements do not constitute a significant parcel of real property pursuant to Utah Code.
 2. Before the disposition of a significant parcel of real property the City shall provide public notice on its website and in three physical locations throughout the City in compliance with Utah Code 10-8-2 and subsequent revisions.
 3. **Property which is leased for less than a two-year term is not considered a significant parcel of real property.**

STAFF RECOMMENDATION

If Council decides to amend the language to allow for the maintenance of parcels around the city then staff would recommend an ordinance change so the process is simpler moving forward.



NORTH OGDEN CITY

SETTLED 1851

Staff Report to the North Ogden City Council

SYNOPSIS / APPLICATION INFORMATION

Application Request: Consideration of property purchase or request to occupy land owned by North Ogden City within a detention basin parcel.

Agenda Date: March 14, 2023

August 23, 2022

December 13, 2022

Applicant: Clint Willis

File Number: N/A

PUBLIC NOTICE:

Mailed Notice: N/A

Newspaper: N/A

City Website: August 18, 2022

December 8, 2022

PROPERTY INFORMATION

Address: 234 E 3900 N (Clint Willis Residence)

Parcel ID: 16-346-0020 (property owner's property), 16-363-0002 (city owned property)

STAFF INFORMATION

Scott Hess

shess@nogden.org

801-737-9841

BACKGROUND

Property owner Clint Willis is currently occupying property owned by North Ogden City. The encroachment onto city-owned property includes vinyl fencing, landscaping and playground equipment, and a piece of construction equipment parked intermittently next to the fence. The property that has been fenced and parked on sits below an existing detention basin. In 2019, Mr. Willis reached out to City Staff to discuss the use of this property. He spoke with Rob Scott, Planning Director; Dave Espinoza, Public Works Director; and Lorin Gardner, City Engineer. Staff cannot find any written confirmation of allowing the use, and the property owner was not granted permission by the City Council at that time. A snippet of text messages between the property owner and Dave Espinoza have been attached as Exhibit B.

The property owner was contacted in 2022 to apply for a Land Use Permit for the installed fence

(Exhibit C). The Land Use Permit Application was held pending this discussion between the property owner and the City Council. Mr. Willis has submitted a letter for the City Council's consideration asking to purchase the property in question (See Exhibit A). Mr. Willis has also submitted a letter from Valeo Management Corporation asking to be allowed to purchase the property, along with providing signatures from neighbors who support the property owner in this request (See Exhibit D and E).

North Ogden City Ordinances regarding fence locations do not explicitly state that fencing must be located directly on a property line, but it is implied that any fencing would be installed entirely on a property owner's own property. The City Council has the authority to permit, deny, or modify encroachment, occupancy, or property sale requests. Recently the City has approved and denied similar requests, though there has not been an approval that included a structure or permanent improvement on City-owned property.

UPDATE

Since this property sale request was originally reviewed, North Ogden City Council requested staff to analyze city-owned property and determine what properties should be considered for surplus. Staff presented information to the Council on October 25, 2022 and made a recommendation that very few properties in the City should be listed as surplus, and that the City should only sell property if there is a compelling public interest in doing so.

The Council weighed many options, and there was a suggestion at the end of the discussion that individual property owners who make these requests will be heard on a case-by-case basis. For a recap of that discussion in the October 25, 2022 Draft Minutes please see Exhibit F. Staff has been contacted by a neighbor of this property who has expressed interest in purchasing this property. Should the Council determine that they are willing to sell this parcel it is recommended that it be offered on the open market for anyone interested in purchasing. Also, should the Council determine this parcel is to be sold, it will need to have a Resolution Declaring the Property Surplus prior to being offered for sale.

RECOMMENDATION

Staff recommends the Council consider the presented information, and determine a path forward for this parcel.

EXHIBITS

- A. Clint Willis Letter to the City
- B. Text Messages – Dave Espinoza and Clint Willis
- C. Land Use Permit Application
- D. Letter from Valeo Management Corp – Requesting allowance of property purchase
- E. Signatures from neighbors
- F. Minutes – North Ogden City Council December 13, 2022

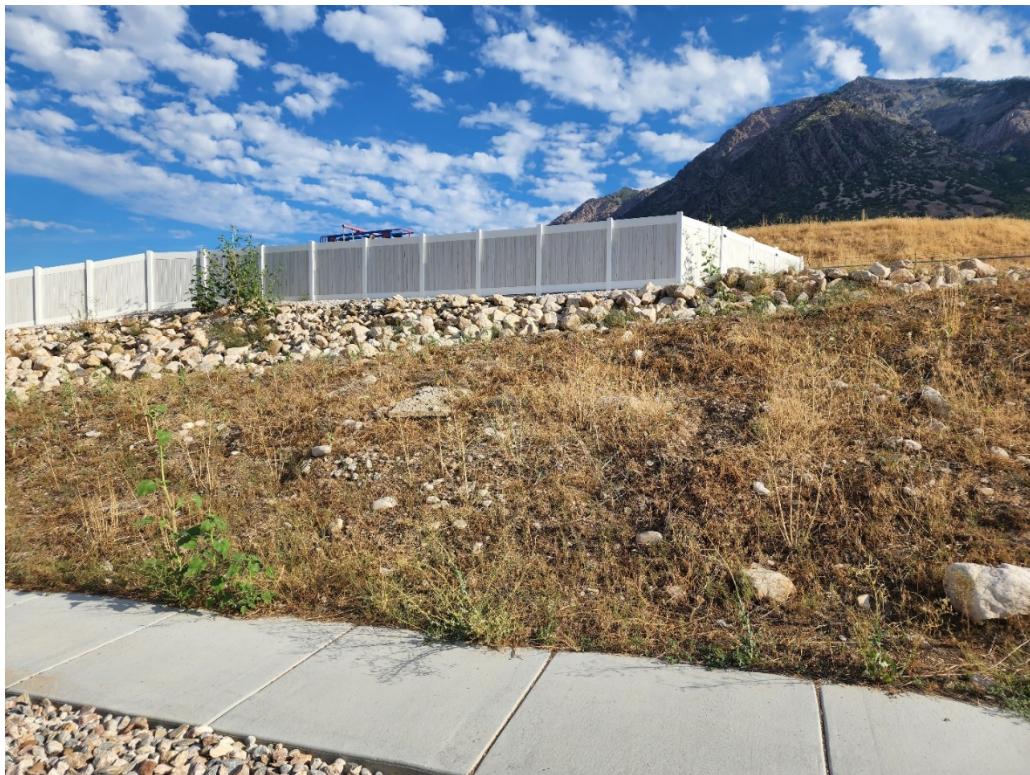
AREA MAP



GOOGLE STREET VIEW



PROPERTY OWNER PROVIDED IMAGES – 8-18-2022







Request to purchase land

North Ogden City Council

We purchased our lot at 234 East 3900 North and built our house next to city property in 2019. When we started looking at the landscape design we decided to ask the city if it would be okay if we fenced in some of the city's property to the east of our lot since it appeared to just be dead space, we figured we could make it look more appealing to the eye and expand our backyard.

I went to the city building to ask permission and was directed to an older gentleman down stairs that I found out had retired shortly after I spoke with him. But he said he didn't care as long as the public works guys said it was okay because they deal with that property. He referred me to David Espinoza in the public department and so I went over and met with David. I told him what I was wanting to do and texted him the pictures of the proposed fence line. He ran it past Lorrin and Lorrin told David as long as there is a large access gate up top then he didn't see any problem with us fencing it in.

With that being said we fenced the property as shown in the text pictures and we did install a large access gate as requested. We have done some landscaping and cleaned up the hillside and maintained it so it stays looking nice. We honestly didn't know we were breaking any rules by using the property. We thought we took the right steps in getting the permission needed so any future questions of the land being used by us was okayed by the proper people at the city.

This issue has come up because I came back into the city to see about purchasing the land from the city so I can put a shed on it and expand our property. We just figured we use and maintain the property so maybe just see about buying it. That's when we were informed by Brandon that the proper steps had not been taken to even fence in the property and that we need to first deal with the fence being installed before we can move forward with a conversation about any purchase. Hopefully we can get on the right track with this and see if it's a possibility to even purchase the land and or keep the fence in place.

We would like to see if the city council would consider selling the land to the east of our lot from the road to the back fence line and if not at least have the conversation about where we are with the property being fenced. Please see the attached proposed drawing we would like to see if we can purchase.

Regards,

Clint Willis
801-710-4295

Text Message

Feb 12, 2020, 2:33 PM

Hey it's Dave! This is my
cell #

Got it



So that line is your actual
property line?

Read 2/12/20



Text Message





LAND USE PERMIT APPLICATION

\$40 FEE PERMIT #: LUP 2022-_____

PROPERTY OWNER INFORMATION

Name: Clint Willis
Address: 234 E 3900 N

Email: _____ Phone: _____

CONTRACTOR INFORMATION, IF OTHER THAN OWNER

Contractor Name/Business: _____ License #: _____
Address: _____
Email: _____ Phone: _____

PROPERTY INFORMATION

Detailed Description of Proposed Use/Structure: Fence

* Estimated Completion Date: 5/15/2020

Project Address: 234 E 3900 N

Parcel #: 16-346-0020 Subdivision: North View Estates, Ph 6 Lot #: 71

Acreage: .43 Current Zoning: R5

APPLICATION TYPE (CHECK ALL THAT APPLY):

<input checked="" type="checkbox"/> Fence (attached page must be filled out) <input type="checkbox"/> Interior Lot <input checked="" type="checkbox"/> Corner Lot	<input type="checkbox"/> New structure (This form is for structures under 200 square feet) <input type="checkbox"/> Shed <input type="checkbox"/> Other:
<input type="checkbox"/> Patio	<input type="checkbox"/> Deck (Concrete only & not attached to home)
<input type="checkbox"/> RV PADS/Expand Driveway	<input type="checkbox"/> Other (explain): _____

** Submit a site plan drawing (next page) with your application. Aerial photos will not be accepted.

Applicant's Signature

Date

Owner's Signature

Date

Staff Approval

Date

Required if applying for a shed:

(Owner's initials)
This proposed structure will not
be utilized for commercial
purposes or the storage of
equipment and supplies as part of
a commercial business.

To be filled out by North Ogden City

Date Received _____

Received by: _____

Fees Paid: _____

Valeo Management Corporation

Cecil Satterthwaite
Authorized Representative
801-391-1345

16th August 2022

Regarding Fence Line and Property Use:

Clint Willis
234 E 3900 N
North Ogden

Dear Counsel Members,

In regards to the fence and land improvements that Clint Willis has done on the city property to the east of his house we feel like it's been a good thing for the neighborhood. He keeps it looking clean and maintained at his own cost. There have been a few complaints from some neighbors about the look of the city property in that area.

The way I see it, is if Mr. Willis is allowed to purchase the property or even have an easement that allows him to continue the use and maintain the property, it seems like a win for the city and the surrounding community. Especially knowing it takes some of the strain off the city, less maintenance.

I do remember Mr. Willis mentioned he had approval from the city before he installed the fence. My thoughts now are that he must have been misguided in the process.

Sincerely,

Cecil Satterthwaite



Surrounding neighbors that support allowing Clint Willis to either purchase the adjacent city property or allowing an easement for use.

Name	Address	Phone	Comment
Ryan Kelley			It looks better than weeds made it look nice & takes care of it.
Kayli Kelley			Looks great
Izeak Hayes			Well maintained, looks good!
Tasha Rees			(weeds)
Sakob Rees			we think it looks great and well kept.
Sarah Melcar			YES! Landscaping over weeds!!
MORGAN CULLMORE			OWNER MAINTAINS THE PROPERTY GREAT, SHOULDN'T CHANGE
Clint Keffler			Well maintained helps w/ Rodent control
Cindly Sase			Well maintained
Chris De L'Torre			— prefer this way than weeds so glad he has taken care of the land / looks so much better than
Jacque Hoagman			looks great how it is, should remain in landscape, better than weeds!
Cassandra Evans			

Brief discussion among the Mayor, Council, and staff centered on the implications of an action to declare a parcel of property as surplus; the Mayor stated that if the Council is not willing to sell the property, it may be misleading to approve the action to declare it as surplus.

Council Member Barker motioned to approve Resolution 12-2022 declaring Surplus property located at approximately 3660 North 600 East (Keyes).

The motion died for lack of a second.

11. DISCUSSION AND/OR ACTION TO CONSIDER A PROPERTY PURCHASE REQUEST LOCATED AT APPROXIMATELY 234 EAST 3900 NORTH (WILLIS)

Planning Director Hess reviewed the background of this issue dating back to 2019; since this property sale request was originally reviewed, North Ogden City Council requested staff to analyze city-owned property and determine what properties should be considered for surplus. Staff presented information to the Council on October 25, 2022, and made a recommendation that very few properties in the City should be listed as surplus, and that the City should only sell property if there is a compelling public interest in doing so. The Council weighed many options, and there was a suggestion at the end of the discussion that individual property owners who make these requests will be heard on a case-by-case basis. Staff has been contacted by a neighbor of this property who has expressed interest in purchasing this property. Should the Council determine that they are willing to sell this parcel it is recommended that it be offered on the open market for anyone interested in purchasing. Also, should the Council determine this parcel is to be sold, it will need to have a Resolution Declaring the Property Surplus prior to being offered for sale. Staff recommends the Council consider the presented information and determine a path forward for this parcel.

Council Member Dalpias stated that the staff report for this item references a letter from a management company about the property purchase, but he was unable to find that attachment. Mr. Hess stated that the Management Company obtained signatures from the neighborhood in support of maintaining the improvements on the property. Council Member Dalpias inquired as to the location of the land owned by Valeo Management. City Manager/Attorney Call referenced an aerial image of the subject property and identified the parcel owned by Valeo Management. Mr. Hess identified the triangle shaped piece of property that was originally subject to this request.

Mayor Berube stated that this item is similar to the previous agenda item; he advised the Council that if they are not interested in selling the subject property, an action to approve the surplus request may be misleading.

Council Member Dalpias stated that he is interested in discussing the situation further before considering a motion; the Council has been told that Mr. Willis may have obtained authorization from the City to use the property in the manner that he has. Mayor Berube stated that is incorrect; no such authorization was given by anyone who had the authority to give

authorization. There were some text messages between Mr. Willis and a City employee, but no official authorization for the use of the property.

Council Member Swanson stated that he has compared this property with the Keyes property; the subject property in this situation is nearly the size of a buildable lot and Mr. Willis has completely enclosed it without owning it. Fencing has been installed and a pool was built on the property line and Mr. Willis has essentially taken property that he does not own. In the Keyes' situation, the request was related to parking a trailer on a vacant piece of land that is just a sliver and if there is City interest in maintaining that small sliver of property to access a detention basin, then certainly there should be interest in maintaining 8,000 square feet of property.

Council Member Barker stated that he feels the two properties are actually fairly similar in nature; they have access roads that cannot be developed, but the reason that he is in favor of selling them is that it will reduce the maintenance burden on City staff and shift that burden to private residents. Once Mr. Keyes was told that he could no longer use the access road, he stopped maintaining it and no member of City staff had the capacity to maintain it for the remainder of the summer.

Council Member Dalpias asked City Manager/Attorney Call to describe the next steps in this matter or the implications of denying the surplus request. Mr. Call stated the City would begin with an informal process to request removal of personal items from the property and to realign the fence to ensure that it is in the proper location. The pool has already been moved to an appropriate location. If they refuse to remove the improvements, the City will initiate a code enforcement action or pursue legal action through the district court if necessary.

Council Member Ekstrom asked if there is any interest in a long-term lease of the property to allow the improvements to remain. Council Member Dalpias referenced previous discussions and indicated that there was not a great deal of support for a lease option among the Council. Mr. Call noted that a lease would be more suitable for the Willis property than for the Keyes property because there is a structure that crosses the property line on the Keyes property. On the Willis property, there are not permanent structures encroaching on the City property.

Council Member Swanson stated that he is concerned about the action to take property that knowingly does not belong to someone; the Willis's have done that in this situation, and they did so without seeking any official approval or documentation. This is upsetting to him and if the Council allows it to happen, a dangerous precedent will be set where residents believe that they can ask for forgiveness later rather than approval before moving forward. He added that more importantly, City employees have indicated that this is property that should be retained.

Council Member Ekstrom stated that she feels a precedent has already been set; the City approved a similar action for property at Barker Park. A resident was using a portion of park property with a belief that the use they were pursuing was allowed. Council Member Barker clarified that the use was allowed; the master agreement for that facility indicates that the Barker family could utilize the land. Council Member Ekstrom stated that the agreement indicates that it can be used for farming, but the use that was occurring that resulted in the transaction did not

meet that classification. Council Member Swanson stated that he would have opposed that transaction for the same reason he is opposed to this transaction.

Council Member Barker motioned to set a public hearing to consider a surplus action for property located at approximately 234 East 3900 North (Willis).

The motion died for lack of a second.

12. DISCUSSION AND/OR ACTION TO CONSIDER AN ORDINANCE TO DEVELOP SHORT-TERM RENTAL REGULATIONS

Planning Director Hess provided background information regarding this issue; North Ogden City has previously considered Short-term Rental Regulations in 2018 and 2019. In 2019, the Code was updated to allow short-term rental of accessory dwelling units. Currently, any residential structure in the City can be operated as a short-term rental so long as the operator obtains a Rental Business License. This includes the rental of any portion of an owner occupied home or accessory dwelling unit, as well as the rental of an entire residential structure. Staff has recently received calls from property owners asking questions about short-term rentals and their legality. The Council has since asked Staff to consider regulations for short-term rentals. He indicated that based upon staff analysis of the matter, short-term rentals have the potential to impact local housing affordability and availability, especially in destination communities or gateway communities (communities with immediate access to public lands). North Ogden City is largely a community of homeowners, with relatively few long term and short-term rental properties compared to some surrounding communities, or other cities in the State. Short-term rentals in our area represent a minor percentage of the overall housing market and are not a growing segment of business licenses in the City. Likewise, the number of accessory dwelling units has increased slowly. North Ogden City currently has ten (10) active short-term rental business licenses, and nine (9) active long term rental licenses within accessory dwelling units. Staff understands that the number of business licenses does not necessarily reflect the number of actual rentals there are in the community. A review of airbnb.com showed twenty-four (24) available short-term rental homes available in August. The City could/should do an information campaign to begin bringing those rentals without a license into compliance. This is a small percentage of the roughly 6,000 residential units we have in the city. Staff met with representatives from the Code Enforcement, Building, and Fire Departments to discuss the impact that short-term rentals have had on the community. From these discussions it appears that there are perceived negative issues from short-term rentals that rarely become actual issues. The main complaint received is parking related, with a few noise complaints that are typically addressed with the renter at the time of the complaint. The discussions with the Building and Fire Department were useful in determining potential steps the city can take to assure that these rentals are safe and secure. The suggestion from Ryan Barker, Fire Marshall, was to develop clear guidelines for inspection of short-term rentals to assure that they meet fire/life safety requirements. These requirements are recommended to be similar to the inspection requirements for accessory dwelling units. Planning Commission met on August 3, 2022 and discussed standards for Short-term Rentals. An ordinance was drafted addressing the Planning Commission's recommendations. North

**RECREATION, ARTS, MUSEUMS AND PARKS
(RAMP) FUNDING AGREEMENT BETWEEN WEBER
COUNTY and NORTH OGDEN CITY**

THIS AGREEMENT is entered into and made effective the 15th day of March, 2022, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the “COUNTY,” and NORTH OGDEN CITY, a non-profit organization, located at 2705 N. 550 E., N. Ogden, UT 84414, hereinafter referred to as “RECIPIENT.”

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. § 59-12-701, et. seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as “RAMP Tax” Title 34 Chapter 6, Weber County Ordinances; and

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the RAMP funds (hereinafter “Funds”) pursuant to state statute, county ordinance, and RAMP policies;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions contained in this Agreement, the parties agree as follows:

**SECTION ONE
RAMP FUND REQUIREMENTS**

1.1 In exchange for receipt of Funds, RECIPIENT agrees to the following uses and limitations of uses for the Funds:

A. Funds shall be expended in compliance with Utah Code Ann. § 59-12-702(4)(a):

“Cultural organization:”

(i) means:

(A) a private nonprofit organization or institution having as its primary purpose the advancement and preservation of:

- (I) natural history;
- (II) art;
- (III) music;
- (IV) theater;
- (V) dance; or
- (VI) cultural arts, including literature, a motion picture, or storytelling;

(B) an administrative unit; and

(ii) (A) a private non-profit organization or institution having as its primary purpose the advancement and preservation of history; or

(B) municipal or county cultural council having as its primary purpose the advancement and preservation of:

(I) history;

(II) natural history;

(III) art;

(IV) music;

(V) theater; or

(VI) dance.

B. Funds shall be expended within Weber County for projects and programs of RECIPIENT as specified in RECIPIENT'S RAMP funding application, as further specified herein, and pursuant to Utah Code Ann. § 59-12-701. et. seq., Title 34 Chapter 6 Weber County Ordinances and those policies, applications, and standards as established by Weber County and the RAMP Board to administer the distribution of the Funds.

C. Funds may not be expended for the following non-qualifying expenditures: real property; depreciation related to real property; payments into an endowment corpus; no events or activities outside of Weber County; fund-raising expenditures related to a capital or an endowment campaign, grants, re-grants or loans; interest payments; political advocacy; expenditures not directly related to RAMP's primary purposes; non-deductible tax penalties, bad debt expense, or items not identified in the RAMP funding application.

D. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the Funds were expended (See Exhibit 1). The final report will be due June 30, 2023. The final report will be a comprehensive report of all expenditures of Funds. If the program/project which is the subject of this funding Agreement cannot be completed prior to June 30, 2023, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Advisory Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Advisory Committee, the County Commission shall either approve an extension to this Agreement or request that the Funds be returned to the COUNTY in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.

E. RECIPIENT agrees to acknowledge RAMP in writing and orally and by using the official RAMP logo on written material including but not limited to: all playbills, brochures, advertisements, flyers, banners and

newsletters. RECIPIENT will use other acknowledgments to include posting a COUNTY approved RAMP sign at RAMP project locations.

- F. RECIPIENT shall provide COUNTY with all copies of programs or other printed material acknowledging the COUNTY and the RAMP funding of the program.
- G. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote the RECIPIENT'S programs and projects and crediting the RAMP Funding program.
- H. RECIPIENT agrees that if it produces a free or reduced-admission-fee program, the terms of admission shall be extended to all citizens of the State of Utah and shall not be restricted to citizens of Weber County. RECIPIENT further agrees to inform the COUNTY'S Representative, named hereafter, of such an event and shall provide tickets to the event, without charge, in a number requested by said Representative. Utah Code Ann. § 59-12-705; Weber County Code § 34-6-9.
- I. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee in violation of the Public Officers' and Employees' Ethics Act. Utah Code Ann. § 67-16-1, et seq.
- J. RECIPIENT agrees that if it is not a "public body" as defined by Utah's Open and Public Meetings Act (Utah Code Ann. § 52-4-1 et. seq.), and because RECIPIENT receives public funds, it will adhere to the spirit of the statute, whenever discussing RAMP funding, by making its board meetings open to the public.

SECTION TWO **USE OF FUNDS**

- 2.1** All expenditures of Funds must be for projects or items set out in the RECIPIENT'S application form(s) attached as Exhibit 1. If the full amount requested in the application form(s) was not granted by the COUNTY, the partial expenditures for items listed on the application form(s) must comply with any RAMP Board modifications outlined in Exhibit 1. At any time that it is discovered by the COUNTY that Funds were used by the RECIPIENT for purposes other than those agreed upon within this Agreement, the COUNTY will require a return of the entire amount of Funds disbursed to RECIPIENT under this Agreement. COUNTY may also terminate this Agreement and shall be entitled to all rights, claims, and/or causes of action available to COUNTY. Further, COUNTY may disqualify the RECIPIENT from receiving any Funds from this tax revenue in the future as a result of RECIPIENT'S misuse of prior funds received.

2.2 If RECIPIENT determines for any reason not to use the Funds specified in its funding application and as approved in this Agreement during the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of RECIPIENT'S determination to not move forward with the approved project/function.

2.3 If RECIPIENT fails to use its Fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such Funds to COUNTY, including any interest received thereon so that the Funds may be reallocated to other projects/events. RECIPIENT shall return such Funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

SECTION THREE CONSIDERATION

3.1 Payment of Funds to RECIPIENT and the amounts thereof have been determined, and will be paid, as set forth in Title 34 Chapter 6 of the Weber County Ordinances and according to the policies and procedures established by the RAMP Board. RECIPIENT has been approved for Funds as follows:

Theatrical Lighting & Sound-N. Ogden Amphitheater.....	\$147,500
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SECTION FOUR EFFECTIVE DATE

4.1 This Agreement shall be effective for a fourteen month period and shall not be extended except as specified in this Agreement. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for by June 30, 2023 or within sixty (60) days of the project completion, whichever occurs earlier.

SECTION FIVE AUDIT

5.1 COUNTY reserves the right to audit the use of the RAMP Funds and the accounting for the use of Funds received by RECIPIENT under this Agreement. If such audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.

SECTION SIX MAINTENANCE AND AVAILABILITY OF RECORDS

6.1 RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY during regular business hours upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a manner and form approved by the Weber County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, COUNTY agrees that its disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act. Utah Code Ann. § 63G-2-101 et. seq., 1953 as amended. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

SECTION SEVEN ASSIGNMENT OR TRANSFER OF FUNDS

7.1 It is understood and agreed that RECIPIENT shall not assign or transfer its rights, interests or claims under this Agreement. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

SECTION EIGHT INDEPENDENT AGENCY

8.1 It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent agent; and the RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents, or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representatives, or any other of COUNTY'S officers, agents, or employees. The parties agree that the Funds provided to RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. However, to the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S application for Funds and in this Agreement, COUNTY shall have the rights provided it under this Agreement to withdraw funding and demand reimbursement of Funds previously expended by RECIPIENT.

SECTION NINE

INDEMNIFICATION

9.1 RECIPIENT agrees to indemnify and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of this Agreement, or, if not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.

9.2 COUNTY agrees to indemnify and hold harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance under this Agreement.

9.3 COUNTY, as a political subdivision of the State of Utah, and as a government entity as defined in the Utah Governmental Immunity Act (Utah code Ann. § 63G-7-1 et seq.,) does not, by the provisions of this paragraph, or any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act and all other applicable law.

SECTION TEN **INSURANCE**

10.1 RECIPIENT will purchase and maintain, during the life of this Agreement, insurance coverage that will satisfactorily insure RECIPIENT and COUNTY against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverage required is as follows:

A. General Liability. Comprehensive general liability insurance (including contractual liability coverage) protecting RECIPIENT and the COUNTY against any and all liability claims that may arise against either of the parties during the parties' relationship engendered by the grant of Funds under this Agreement. Such period of time shall be the term of this Agreement, or if the Funds provided to RECIPIENT under this Agreement have not been fully expended during that time, the period of time for which comprehensive general liability insurance shall be in force to protect the parties shall be extended until such time as all said Funds have been expended. Coverage to be provided under this paragraph shall be for all claims made arising out of either party's actions during the period of time described herein regardless of whether the claim is asserted against either party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than ONE MILLION (\$1,000,000) per occurrence with a TWO MILLION (\$2,000,000) general policy aggregate.

This policy shall be primary and non-contributory to any other policy(ies) or coverage available to County, whether such coverage be primary, contributing, or excess.

- B. Workers' Compensation.** Workers' compensation insurance covering RECIPIENT for any and all claims that may arise against RECIPIENT under the workers' compensation laws of the State of Utah.
- C. Waiver of Insurance.** In certain cases the COUNTY may waive the insurance requirement due to the size of the award or the nature of the RECIPIENT. If the insurance requirement is waived, the COUNTY will initial this paragraph: _____.
- D. Certificate of Insurance.** RECIPIENT shall provide a certificate of all insurances to the COUNTY Representative.

SECTION ELEVEN MISCELLANEOUS

- 11.1 Additional Documents.** The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made part hereof as exhibits:
 - A. RECIPIENT'S Application Form with attachments and modifications approved by the RAMP Board (Exhibit 1);
 - B. Certificate of Insurance as specified in Section Ten unless otherwise waived.
- 11.2 Amendments.** This Agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 11.3 Authorization.** The individuals signing this Agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this Agreement on behalf of the Parties.
- 11.4 Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 11.5 Compliance with Laws.** During the time the RECIPIENT is expending the Funds provided by this Agreement, RECIPIENT, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to: laws requiring access

to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.

11.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

11.7 **County Representative.** COUNTY hereby appoints Shelly Halacy, or her designee, as the COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary, for RECIPIENT'S performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees, or in the RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.

11.8 **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Agreement.

11.9 **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party or agent for either party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties in accordance with Section 11.2.

11.10 **Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.

11.11 **Interpretation.** The entire agreement among the parties shall consist of this Agreement and the documents set forth herein. All documents are complementary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, Utah Code Ann. 1953, as amended; and Title 34 Chapter 6, Weber County Ordinances, as amended.

11.12 **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer, employee or board member of RECIPIENT or any member of their families shall serve on a COUNTY board or committee that authorizes funding or payments to RECIPIENT unless the position held is clearly disclosed to the committee or board and the person does not participate in the deliberation and the funding decision.

11.13 **Termination.** The COUNTY may terminate this Agreement in whole or in part due to the failure of the RECIPIENT to fulfill its contract obligations. Unless otherwise stated in this Agreement, the COUNTY shall terminate by delivering to the RECIPIENT a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year recited above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

RECIPIENT

By 

Title MAJOR

STATE OF UTAH)
:ss
COUNTY OF WEBER)



On the 19 day of May, 2022, personally appeared before me Neal
Benike who being by me duly sworn did say that she/he is
the Mayor of the NORTH OGDEN CITY, and that said instrument
was signed in behalf of said corporation by authority of its bylaws, and said person
acknowledged to me that said corporation executed the same.

Katie Gerval
NOTARY PUBLIC



RAMP GRANT APPLICATION 2022

Please Check the Appropriate Type of Grant, Category, and Classification for This Request

See Filing Deadlines on the Back of This Application

TYPE OF GRANT	
<input type="checkbox"/> Major (\$200,000 and up)	<input checked="" type="checkbox"/> Regular (\$2,001 to \$199,999)

GRANT CATEGORY AND CLASSIFICATION	
Parks & Recreation <input type="checkbox"/> Recreational Facility	Arts & Museums <input checked="" type="checkbox"/> Cultural Facility <input type="checkbox"/> Cultural Organization

ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

North Ogden City

Address 2705 N 550 E	City North Ogden	State Utah	Zip Code 84414
Contact Person Tiffany Staheli	Title or Position Parks and Recreation Director		
Phone No. 801-737-0587 ext. 200	Fax No.	Email Address tstaheli@nogden.org	
Alternate Contact Person Teresa Gray		Title or Position Administrative Assistant	
Phone No. 801-737-0587	Fax No.	Email Address tgray@nogden.org	

Date of Incorporation: February 1, 1934

Federal Tax ID Number: 87-60000894

Please indicate your organization's status. Nonprofit Government Agency Educational Affiliate

If A Government Agency Applying Under Arts & Museums, Do You Have A Separate Cultural Council? Yes No

PROJECT NAME: Theatrical Lighting and Sound - North Ogden Amphitheater

Priority of This Project:

2

(If you have multiple requests)

Funds Requested From RAMP: \$ 147,500

Total Cost of Project: \$ 295,000

You must attach a detailed budget for your project, including competitive bids / and/or cost comparisons or your grant may be declared ineligible.

Would You Accept Partial Funding? Yes No

If An Event, What Is the Date: N/A

Location of Project: 2376 N Fruitland Drive, North Ogden.

Brief Summary of This Project: (Do not exceed the space in this box)

North Ogden City's Amphitheater at Barker Park has been a great place for the community to gather and celebrate the arts. For the last few years, thousands of people have been to the facility for theatrical performances, performing arts camps, musical series, speakers and devotionals, recitals and holiday celebrations. The facility does not currently have any theatrical audio or lighting equipment. This grant would help the City to purchase and install that equipment to allow for those events without the requirement to rent equipment for each one. We also feel that by having equipment at the facility it would open the door for other community performances and events to come.

Please Provide the Organization's Official Mission Statement: (Must Comply with RAMP's Primary Purpose)
We provide the community with exceptional facilities and activities for health, learning and play. Our passion is to create a lifetime of memories and neighborhood connection.

Describe How Many People Will Be Affected By This Project and How:

This project will impact approximately 9,000 people each year through the attendance of current programmed events and rentals. Attendance is estimated to increase after this project is completed because the facility will be better able to be used.

Explain What Funding Resources Your Organization Has:

North Ogden City will provide the match for the project from city funding.

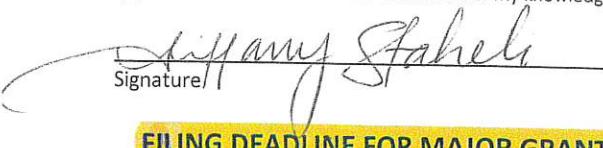
Tell How You Plan To Show RAMP Sponsorship and or Signage For This Project:

RAMP sponsorship for the project will be noted in a full page color article in the City's Cherry Day's magazine that is mailed out to each of the approximately 7,000 homes in North Ogden. We also have RAMP recognition permanently installed on the exterior of the facility.

RAMP applications will not be accepted after the filing deadline and any application that has not met the filing requirements will not be considered. Please make sure you have completed the following before submitting your application: (Check the box to the left of each line to make sure you have complied with each step)

- Read the information sheet for completing a RAMP application
- File timely **(Deadline for filing Major & Regular Grants – January 14, 2022. EZ Grants – March 25, 2022)**
- Complete all areas of the application
- Attach proof of nonprofit status
- Provide your organization's mission statement
- Attach detailed budget for entire project and an explanation of how the RAMP funds will be used
(This would include any matching funds and/or letters of support)
- Attach competitive bids and/or cost comparisons – not applicable for EZ Grants**
- Sign and date the application
- Remove the information sheet and charts
- Submit fifteen (15) copies of the application and supporting documents

I hereby acknowledge that I have read the information sheet attached to this application and that all documents submitted to the RAMP Tax Committee for this application are true and correct to the best of my knowledge. I furthermore acknowledge that I have the authority to bind this organization to the project.


Signature/

Parks and Recreation Director
Title

1/14/2022
Date

FILING DEADLINE FOR MAJOR GRANTS: January 14, 2022 5:00 pm

FILING DEADLINE FOR REGULAR GRANTS: January 14, 2022 5:00 pm

FILING DEADLINE FOR EZ GRANTS: March 25, 2022 5:00 pm

Completed applications should be filed in the Weber County Commission Office by the date & time listed above.

RAMP Tax Advisory Board

Weber County Commission

2380 Washington Blvd., Suite 360

Ogden, Utah 84401

For more information contact:

Shelly Halacy 801 399-8406 shalacy@WeberCountyUtah.gov

Stacy Skeen 801 399-8403 sskeen@WeberCountyUtah.gov

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Utah State Tax Commission
Exemption Certificate for Governments & Schools
(Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721G
Rev. 6/11

Name of institution claiming exemption (purchaser) North Ogden City Corporation		Telephone Number 801-737-2202	
Street Address 505 E 2600 N		City North Ogden	State Utah
Authorized Signature 		Name (please print) Shelli Smith	ZIP Code 84414
Name of Seller or Supplier:		Title Accounting Technician	
		Date 2019/01/14	

The person signing this certificate MUST check the applicable box showing the basis for which the exemption is being claimed. Questions should be directed (preferably in writing) to Taxpayer Services, Utah State Tax Commission, 210 N 1950 W, Salt Lake City, UT 84134. Telephone 801-297-2200, or toll free 1-800-662-4335.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
Keep it with your records in case of an audit.

UNITED STATES GOVERNMENT OR NATIVE AMERICAN TRIBE
I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on this form and will be used in the exercise of essential governmental or tribal functions.
NOTE: Includes sales of tangible personal property to federally chartered credit unions. "Directly" does not include per diem, entity advances, or government reimbursements for employee credit card purchases.

CONSTRUCTION MATERIALS PURCHASED FOR SCHOOLS OR PUBLIC TRANSIT DISTRICTS
I certify the construction materials purchased are on behalf of a public elementary or secondary school, or public transit district. I further certify the purchased construction materials will be installed or converted into real property owned by the school or public transit district.

Name of school or public transit district:

Name of project: _____

UTAH STATE AND LOCAL GOVERNMENTS AND PUBLIC ELEMENTARY AND SECONDARY SCHOOLS
Sales Tax License No. 12542192-002-STC

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on this form and will be used in the exercise of that entity's essential functions. For construction materials, if the purchaser is a Utah state or local government, these construction materials will be installed or converted into real property by employees of this government entity. "Directly" does not include per diem, entity advances, or government reimbursements for employee credit card purchases.
CAUTION: This exemption does not apply to government or educational entities of other states.

HEBER VALLEY HISTORIC RAILROAD

I certify these purchases and sales are by the Heber Valley Historic Railroad Authority or its operators and are related to the operation and maintenance of the Heber Valley Historic Railroad.

FOREIGN DIPLOMAT

I certify that lodging-related purchases are authorized by a diplomatic tax exemption card issued by the United States.

To be valid this certificate must be filled in completely, including a check mark in the proper box.

A sales tax license number is required only where indicated.

Please sign, date and, if applicable, include your license or exemption number.

NOTE TO SELLER: Keep this certificate on file since it must be available for audit review.

NOTE TO PURCHASER: Keep a copy of this certificate for your records. You must notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

If you need an accommodation under the Americans with Disabilities Act, contact the Tax Commission at (801) 297-3811 or TDD (801) 297-3811. Please allow three working days for a response.

Budget

Audio and Theatrical Equipment for the Amphitheater at Barker Park

2017 Probable Cost Estimate provided by Spectrum Engineering

Division 11 - Theatrical Equipment	\$170,000
Division 27 - Audio Systems	\$125,000
	Total
	\$295,000

50% Total Expense \$147,500

This budget is based off the engineer estimate (see next page)

We are requesting a 50% match from RAMP.

North Ogden City	WADMAN CORPORATION
BARKER PARK AMPHITHEATER	
Preliminary Cost Estimate.	11.1.2017
	

BID PACK (2) PHASE 2 - PROBABLE COST ESTIMATE

Item	Description	Quantity	Unit	Unit Price	PHASE 1
<u>Survey</u>					
Site Survey		1	Bid	\$9,920.00	\$9,920.00
<u>Earthwork</u>					
SWPPP		1	Bid	included	inc
Site Earthwork		1	Bid	\$210,808.00	\$210,808.00
Building Excavation		1	Bid	included	inc
Concrete Prep		1	Bid	included	inc
Site Concrete Prep		1	Bid	included	inc
<u>Utilities</u>					
Fire Line into the Ampitheater		467	BUDGET	\$65.00	\$30,355.00
New Water Line from Roadway to Concession Bldg		1	Bid	included	inc
New Sewer Line from Roadway to Concession Bldg		1	Bid	included	inc
<u>Asphalt Paving</u>					
Asphalt Paving		1	Bid	\$38,085.00	\$38,085.00
<u>Fencing and Landscaping</u>					
Furnish and install fence (Ornamental Fence) with Gates		834	lf	\$80.00	\$66,720.00
Furnish and install 2 foot wide concrete mow strip		834	lf	\$18.00	\$15,012.00
Landscape for All Phases		1	Bid	\$180,000.00	\$180,000.00
<u>Site Concrete and Seating</u>					
Site Retaining Walls		1	BID	\$217,761.00	\$217,761.00
Stair Forming & Pouring		1	BID	included	inc
Furnish and install sidewalk		1	BID	included	inc
Concrete for Upper Bowl		1	BID	included	inc
<u>Site Stair Railings</u>					
Construct railings		275	lf	\$65.00	\$17,875.00
<u>Site Seating</u>					
Furnish and install seating		300	ea	\$200.00	\$60,000.00
			Subtotal	Phase 2 Site	\$846,536.00

AMPHITHEATER & CONCESSIONS

Restrooms / Concessions / Ticketing Building

Construct Retroom Building / Concession Bldg / Ticketing	1,742	sf	\$170.00	\$296,140.00
Construct Retroom Building / Concession Bldg / Ticketing	1	Budget	\$138,941.00	\$138,941.00

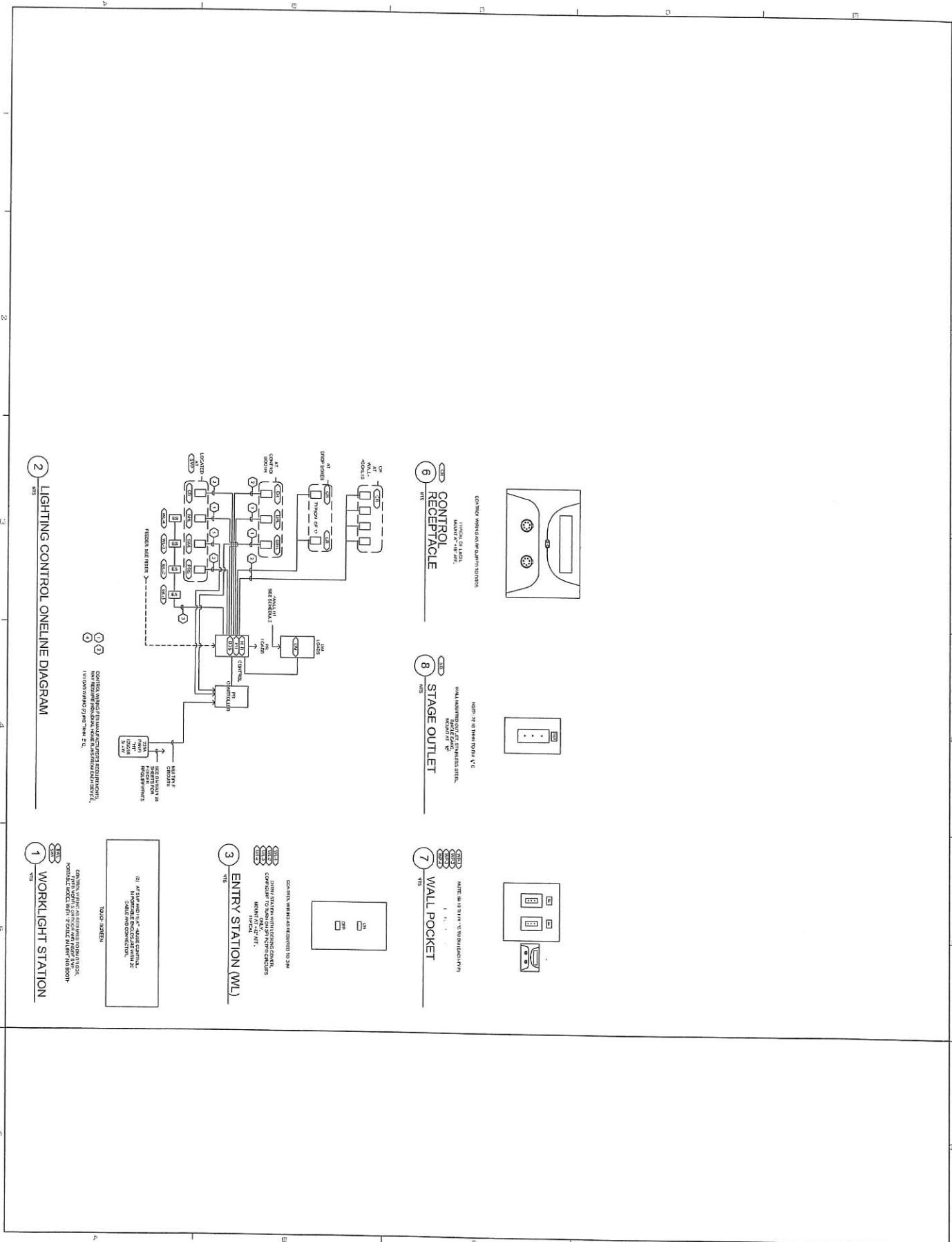
Amphitheater Building

Division 06 - Woods	8,000	sf	\$2.50	\$20,000.00
Division 07 - Moisture Protection (Soffits, Insulation)	8,000	sf	\$10.00	\$80,000.00
Division 08 - Doors	8,000	sf	\$5.00	\$40,000.00
Division 09 - Finishes	8,000	sf	\$20.00	\$160,000.00
Division 10 - Specialties	8,000	sf	\$3.00	\$24,000.00
Division 11 - Theatrical Equipment	1	LS	\$170,000.00	\$170,000.00
Division13 - Fire Sprinkler	8,000	sf	\$5.00	\$40,000.00
Division 15 - Mechanical	1	LS	\$160,000.00	\$160,000.00
Division 16 - Electrical (Building & Site)	1	LS	\$180,000.00	\$180,000.00
→ Division 27 - Audio Systems	1	LS	\$125,000.00	\$125,000.00
		Subtotal Amphitheater		\$1,434,081.00

Equipment Specs
Schedule & Details
Included on Pg 28
of Amphitheater
Plan

6	\$13,800.00	Supervision	\$82,800.00
6	\$10,000.00	General	\$60,000.00
2.48%	Contractors Fee	\$60,100.74	
0.82%	Bonds	\$20,364.85	
	Winter	\$50,000.00	
5%	Contingency	\$114,030.85	
			PHASE 2 CONSTRUCTION
			\$2,667,913.44

TOTAL \$2,667,913.44



**QT601-
SCHEDULE
EQUIPMENT
Sheet:**

It's weight will actuate an "end object beam switch" vertical and horizontal if it is detected out of the center line of the track circuit. Once activated it issues out an "end object beam switch" command to the other. Once activated it

Pump ID	WELL	Location			WELL NAME			WELL ID			WELL NAME			WELL ID			WELL NAME			WELL ID		
		Row	Col	Grid	Row	Col	Grid	Row	Col	Grid	Row	Col	Grid	Row	Col	Grid	Row	Col	Grid	Row	Col	Grid
1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	2	1	1	1	2	1	1	2	1	1	2	1	2	2	1	2	2	1	2	2	1	2
3	3	1	1	1	3	1	1	3	1	1	3	1	3	3	1	3	3	1	3	3	1	3
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71	71	1	1	1	71	1	1	71	1	1	71	1	71	71	1	71	71	1	71	71	1	71
72	72	1	1	1	72	1	1	72	1	1	72	1	72	72	1	72	72	1	72	72	1	72
73	73	1	1	1	73	1	1	73	1	1	73	1	73	73	1	73	73	1	73	73	1	73
74	74	1	1	1	74	1	1	74	1	1	74	1	74	74	1	74	74	1	74	74	1	74
75	75	1	1	1	75	1	1	75	1	1	75	1	75	75	1	75	75	1	75	75	1	75
76	76	1	1	1	76	1	1	76	1	1	76</											

STAGE LIGHTING INSTRUMENT SCHEDULE

TYPE	LOCATION	FUNCTION
μ	LOCATION	FUNCTION

ALL CORNED BEEF STANDARDS AND UNIFORMS IN QUANTITY CONTROL, WITH MANUFACTURING REQUIREMENTS FOR EACH COMPANY INDIVIDUALLY

Lighting Drop Box Schedule

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3

6

METHOD.....
SPECTRUM
NO. W. 1970-1971
THERM. A. 1970
IN 1970-1971
www.jstor.org

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Rezolution AV LLC
 2460 S. 2300 W
 West Haven, UT 84401
 +1 8015892796
 jeremy@rezolutionav.com
 www.rezolutionav.com

Estimate

REZOLUTION
 AUDIO/VISUAL

ADDRESS
 NORTH OGDEN CITY
 2705 N 550 E
 NORTH OGDEN, UT 84414

SHIP TO
 NORTH OGDEN CITY
 2705 N 550 E
 NORTH OGDEN, UT 84414

ESTIMATE #	DATE	
1122	01/04/2022	

JOB LOCATION

BARKER PARK AMPHITHEATER

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
ULXD4Q	WIRELESS 4 CHANNEL RECEIVER	4	4,599.00	18,396.00T
ULXD1	WIRELESS BELTPACK	14	399.00	5,586.00T
HS-09 HEADSET MIC	SINGLE EAR MINI BOOM HEADSET MIC	14	95.00	1,330.00T
ULXDSM58	WIRELESS TRANSMITTER SM58 CAPSULE	2	479.00	958.00T
UA845UWB	ANTENNA DISTRIBUTION SYSTEM	1	799.00	799.00T
BLU100	BSS DSP AUDIO PROCESSOR 12 INPUT X 8 OUTPUT	1	1,799.00	1,799.00T
BLU-DAN	BLU SERIES DANTE CARD	1	649.00	649.00T
EC-4BV-BLK	BSS 4 BUTTON & VOLUME CONTROL WALL PLATE	1	298.00	298.00T
DLIVE CDM48	MIXRACK DIGITAL SNAKEBOX 48 CHANNEL	1	8,499.00	8,499.00T
DLIVE DLC35	DIGITAL MIXER	1	15,499.00	15,499.00T
DX168	16 x 8 Digital Snake Box	1	1,379.00	1,379.00T
DCI4/600	POWER AMPLIFIER 4 CHANNEL	1	1,999.00	1,999.00T
DCI4/1250	POWER AMPLIFIER 4 CHANNEL	1	3,399.00	3,399.00T
CONTROL 26CT	CEILING SPEAKER WITH TRANSFORMER	12	159.00	1,908.00T
LS-55-072	ALS RF SYSTEM	1	1,899.00	1,899.00T
LP-50-072	ALS RECEIVER PACK (6)	1	1,899.00	1,899.00T
SRX815	PASSIVE 15" SPEAKER	2	1,089.00	2,178.00T
SH96	Danley 90x60 Speaker Passive	2	7,995.00	15,990.00T
P912MK2	POWER AMPLIFIER 120W	1	699.99	699.99T
ZOOMSHOT30	PTZ CAMERA SYSTEM WITH HDMI OUTPUT	1	2,999.00	2,999.00T
QUSB SYSTEM				
MA-USC-6R	RACKMOUNT SEQUENCE CONTROL	1	599.00	599.00T
MA-WRK-44-32	44 SPACE 32 D MULTIBAY RACK	1	1,499.00	1,499.00T

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
MA-LT-1RA	1 SPACE RACK LIGHT	1	249.00	249.00T
CUSTOM	LEVITON DATA PATCH PANEL	1	389.00	389.00T
CUSTOM	SPEAKER CONNECTION PANEL	4	29.00	116.00T
CUSTOM	MIC/LINE INPUT CONNECTION PANEL	2	29.00	58.00T
CUSTOM	DIGITAL SNAKE CONNECTION PANEL	2	39.00	78.00T
CUSTOM	50" MONITOR	1	450.00	450.00T
CUSTOM	MONITOR MOUNT	1	149.00	149.00T
CUSTOM	AT100 VOLUME CONTROL	3	49.00	147.00T
CUSTOM	SPEAKER, MIC, NETWORK CABLE	1	1,300.00	1,300.00T
CUSTOM	MISC EQUIPMENT CONDUIT ETC.	1	2,000.00	2,000.00T
CUSTOM	NETWORK SWITCH WITH POE 8 PORT	1	79.00	79.00T
CZ11516	BS210 WIRELESS BASESTATION	1	4,499.00	4,499.00T
CZ-WH220	ALL IN ONE WIRELESS HEADSET INTERCOM	4	999.00	3,996.00T
CUSTOM	LIFT RENTAL(S)	1	1,200.00	1,200.00T
INSTALLATION		1	8,000.00	8,000.00T

SUBTOTAL	112,970.99
TAX	0.00
TOTAL	\$112,970.99

Accepted By

Accepted Date



Proposal To:

North Ogden City

Tiffany Staheli
2705 N. 550 E.
North Ogden, UT 84414
tstaheli@nogden.org
801-737-0587 ext. 200

For:

Barker Park Amphitheater

2705 N. 550 E.
North Ogden, UT 84414

Project Number: P-1180

Date: January 4, 2022

801-261-2500 | 800-898-2508

7. www.PollSound.com

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Estimate #2
114,402.80

ROOM 1
SYSTEM A

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
	4	Shure ULXD4Q-G50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware	\$4,674.00	\$18,696.00	\$18,696.00
	14	Shure ULXD1-G50 Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector	\$411.29	\$5,758.06	\$5,758.06
	14	Shure WL93T Omnidirectional Condenser Miniature-Lavalier Microphone, Tan	\$71.53	\$1,001.42	\$1,001.42
	3	Shure ULXD2/SM58-G50 Handheld Transmitter with SM58® Microphone	\$440.35	\$1,321.05	\$1,321.05
	1	Shure UA845UWB Five-way active antenna and power distribution system for QLX-D®, ULX®, ULX-D®, SLX®, and BLX® (BLX4R only) receivers. Switchable frequency ranges: 174-216 MHz, 470-960 MHz, 1240-1260 MHz, 1492-1525 MHz, 1785-1805 MHz	\$762.24	\$762.24	\$762.24
	1	BSS BLU-100 I/O device	\$1,689.36	\$1,689.36	\$1,689.36
	1	BSS BLU-DAN BLU link accessories	\$709.06	\$709.06	\$709.06
	1	BSS EC-4BV-WHT-US Ethernet Controller	\$192.09	\$192.09	\$192.09
	1	Allen & Heath AH-DLIVE-CDM48 dLive C Class MixRack 48x23 I/O, 128 x 64 FPGA, 1 Option I/O, ME-1 Port, DX Expander Link	\$8,731.66	\$8,731.66	\$8,731.66
	1	Allen & Heath AH-DLIVE-DLC35 dLive C Class C3500 24 Fader Surface, Dual 12" Touchscreens, 1 Option I/O Port	\$16,008.79	\$16,008.79	\$16,008.79
	1	Allen & Heath AH-DX168 16in x 8out Stage Box with dLive 96kHz mic preamps, 96kHz	\$1,415.73	\$1,415.73	\$1,415.73
	2	Danley Sound Labs SH96I 90 x 60 Degree Speaker, Passive Install Version	\$7,331.25	\$14,662.50	\$14,662.50
	1	TOA Electronics P-912MK2 UL Power Amplifier- 120 W- 1 Module Port- Black (2U)	\$518.82	\$518.82	\$518.82

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
	1	Crown DCi4x1250 Four-channel, 1250W @ 4Ω Analog Power Amplifier, 70V/100V	\$2,760.90	\$2,760.90	\$2,760.90
	1	Crown DCi4x600 4x600W Power Amplifier	\$1,959.01	\$1,959.01	\$1,959.01
	12	JBL Professional CONTROL 26CT Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line, Switchable Taps at 60W, 30W and 15W (Plus 7.5W at 70.7V only), No SonicGuard. Priced as Each, Packed as Pairs. Master Pack Quantity: 4 Pieces.	\$138.06	\$1,656.72	\$1,656.72
	1	Listen Technologies LS-55-072 Listen iDSP Prime Level III Stationary RF System (72 MHz)	\$1,862.42	\$1,862.42	\$1,862.42
	1	Listen Technologies LP-50-072-01 Advanced Intelligent DSP RF Receiver 6-Pack (72 MHz)	\$1,877.79	\$1,877.79	\$1,877.79
	1	Clear-Com CZ11516 BS210 base station without headset: DX210 license-free base station w/2 antennas. 115-230 VAC power supply. Includes power cord and manual.	\$3,952.94	\$3,952.94	\$3,952.94
	4	Clear-Com CZ-WH220 DX1xx/2x0 System - WH220 All-In-One Headset: 2Ch, 2.4GHz	\$868.82	\$3,475.28	\$3,475.28
	2	JBL Professional SRX815 SRX815 is a two-way full range speaker with a 15"	\$912.85	\$1,825.70	\$1,825.70
	1	Vaddio 999-6930-000 ZoomSHOT 30 AVBMP	\$1,647.36	\$1,647.36	\$1,647.36
	1	Chief MTM1U Micro-Adjust Tilt Wall Mount Medium	\$165.18	\$165.18	\$165.18
	3	AtlasIED AT100 100 Watt Single Gang Stainless Steel 70.7V Commercial Attenuator	\$26.41	\$79.23	\$79.23
	1	Middle Atlantic USC-6R RACKMOUNT SEQUENCE CONTROL	\$460.00	\$460.00	\$460.00
	1	Middle Atlantic WRK-44-32 44SP/32D MULTIBAY WRK	\$1,089.49	\$1,089.49	\$1,089.49
	1	Middle Atlantic LT-1RA 1SP RACKLIGHT SHLF BLKANO	\$184.00	\$184.00	\$184.00

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
		SYSTEM A TOTAL			\$94,462.80
		ROOM 1 TOTAL			\$94,462.80

ACCEPTANCE**ACCEPTANCE**

PAYMENT SCHEDULE
To be determined

EQUIPMENT TOTAL	\$94,462.80
SHIPPING TOTAL	\$0.00

TOTAL SALT LAKE SALES TAX (TAX EXEMPT)	\$0.00
PROJECT TOTAL	\$94,462.80

TERMS

Quote Is Valid for 60 days.

---- Quote Does Not Include Shipping to Your Location. (If Applicable, or Otherwise Stated).

Tiffany Staheli

Tiffany,

So, assuming there are pathways and conduit the labor would be around \$15,000. I didn't see any wire or cables, connectors, etc. so, I would also add an additional \$5000.00 to cover those items. I am not sure how your grant works or what your timeline will be, but gear is rising quite rapidly. I would not expect these prices would be accurate for more than about 90 days. Good luck!

Best Regards,

Kari Lancaster

Sales/HR Manager

Poll Sound

801-261-2500

\$ 94,462.80
15,000.00
5,000.00

\$ 114,462.80

From: Tiffany Staheli <tstaheli@nogden.org>

Sent: Tuesday, January 4, 2022 2:26 PM

To: Kari Lancaster <kari@pollsound.com>

Subject: RE: Barker Park Amphitheater Audio

That would be great. Thank you!

Tiffany Staheli | Parks & Recreation Director | North Ogden City

2705 N. 550 E. | North Ogden, UT 84414 | Office: 801.737.0587 Ext. 200

www.northogdenrecreation.com



Tiffany Staheli

From: Daryl Wright <daryl.wright@pstslc.com>
Sent: Wednesday, January 5, 2022 3:51 PM
To: Tiffany Staheli <tstaheli@nogden.org>
Subject: Re: Amphitheater

Tiffany,

The equipment would be \$129,000.00 including tax.
The labor would be about \$28,000.00

} Total \$157,000
Would need tax taken out. (Tax Exempt)

Please let me know when you are ready to move forward with this. We would appreciate having an opportunity to provide a quote.

Thank you,

--
Daryl Wright CTS-D

Sales Engineer

PROFESSIONAL SYSTEMS TECHNOLOGY

OFFICE: 801-649-6696 CELL: 801-671-7415



UTAH STATE CONTRACT MA3071



Has state contract but is not the low bid.



2456 S West Temple Salt Lake City, UT 84115
Phone: (801) 466-3196

Proposal

State Contract Number: MA3157
Project No: PERF-10576
Revision: 0
Quote Date: 01/11/2022

Barker Park - Lighting

2375 Fruitland Drive North Ogden, Utah 84414

Presented By: Randy Barker 801-466-3196 ext.320 randy@performanceaudio.com

Bill To:

North Ogden City Parks and Recreation
Jon Call
505 E 2600 N
Ogden, UT 84414
Phone: 801-737-9846
Email: jcall@nogden.org

Primary Contact:

North Ogden City Parks and Recreation
Tiffany Staheli
505 E 2600 N
Ogden, UT 84414
Phone: 801-782-7211
Email: Tstaheli@nogden.org

Scope Of Work

The proposal is based on our understanding of the customer needing a base bid for project budgeting. Information was gathered from drawings provided by the City of North Ogden and further customer communications with Tiffany Staheli. Please take the time to review this proposal and ensure that you understand its contents.

No specification was provided with the drawings and there are questions as to what phases are complete or not complete. Assumptions were made based on phone conversations with Tiffany. Some of the equipment on the drawings may already be in place while others may or may not.

None of the pricing shown includes the cost of an electrical contractor or any parts, wire, etc. they may need to provide.

This assumes all drop boxes, wall boxes and outlets are currently installed with the 4' pigtailed, wall plates etc. as shown and are wired to a typical power source with the need to be transferred to a relay panel in preparation for LED fixtures. If they are not an additional cost will be incurred from \$5000.00 to \$15,000.00 depending on what is complete and what may still need to be installed. This estimate may or may not include the cost of an electrician as pricing for copper is variable as is the cost of an electrician.

There are some stage work light controls existing on the walls, if the specified House and Work light sections are not required they can be removed from this quote and it will eliminate some costs, it could also be redesigned/value engineered to fit the amphitheater requirements at this current time with the ability to expand.

I have not included CYC fixtures they can be added when a CYC is purchased estimated cost \$13,000.00

Fixtures for the front posts that are currently nonexistent have not been included, the fixture type and size will need to be determined based on the throw distance. If there were 2 poles, 8 fixtures per pole, the fixtures could cost between \$2,593.50 to \$4980.00 depending on if they are IP rated or not IP rated. IP rated fixtures may or may not be required depending on the construction of the pole and crow's nest if there is one. The distance may also affect the availability of IP rated fixtures. There is still the cost of the installation of the posts and the fixtures that are not included in this. The fixtures estimated cost not including the poles is about \$52,000.00

No moving head fixtures have been included in this proposal. Some further discussion of the required lighting fixtures can and should take place for further delineation of what the end user wants. Specific fixture types were not called out on the drawings.

A smaller control console could be used that would provide a savings.

DMX distribution is as noted on the drawings but again may be value engineered to fit the space.



Proposal

The truss priced is as specified and some savings could be made if it was 12" box truss instead of 16". I state that not knowing the load that was originally intended. However, I based the Hoist size being 1/2 ton, no size was called out. Cable management for the motors and for the circuits on the truss is not specific and is not included in this quote and should be supplied by others, i.e., Electrical Contractor. Motor control was not defined and therefore a budget number and equipment were put in this quote, it may be less or more depending on how it is engineered.

All electrical wiring and conduit are to be completed by a licensed electrical contractor. Performance Audio is not an electrical contractor but will be happy to help you secure one. It may be determined to have the electrical contractor also pull/install all the low voltage.

A follow spot has not been provided for in this quote, I may recommend that you rent one as needed, make sure you have the appropriate required power at those locations. Smaller units use 120v 20 circuits while large follow spots that may be used from a further distance away will require 208v 30 amps for example.

Assumptions:

Performance Audio must make some assumptions regarding the physical construction of customer's facility, availability of technical infrastructure and site conditions. If any of the assumptions listed below are incorrect for this project or project site, please let your Sales Engineer know as soon as possible. Changes to the proposal to accommodate different assumptions may influence the price of equipment or services. To ensure that you have an accurate proposal, please review these assumptions carefully:

- Scheduling will need to be coordinated with Staff of North Ogden City and Performance Audio.
- Training as noted.
- All electrical work, if required, is to be done by a licensed electrical contractor.
- All wiring will be in accordance with the NEC code.
- All costs associated with any electrical work required will be the sole responsibility of Client.
- Parking for Performance Audio vehicles will be available on site (within 200' of project location) unless otherwise pre-arranged.
- If applicable, existing equipment will be removed from its location and returned to an authorized representative/customer named here: Staff of North Ogden City
- Information, including costs regarding background checks or additional requirements for installers to perform the specified work are the responsibility of the customer and should be pre-arranged.
- Please provide a place for waste disposal.
- Availability of loading docks, elevators and lifts must be coordinated prior to installation scheduling.
- Performance Audio must receive security passwords necessary for access to the work site.
- Upon completion of this project, documentation requiring a customer sign-off will be provided.

Risks:

While it is impossible to identify all risks for a project, the following items are potential risks associated with this project as determined by Performance Audio. These are not expected to become issues that will affect the project but are included to make customer aware of known risks.

Please review these risks carefully:

- Equipment ordered for this project has an expected lead time of 4 to 8 weeks after the drawings are / project is approved and is understood to be current models. However, occasionally equipment is backordered. Performance Audio will make all reasonable efforts to move the project forward without delays due to backordering but cannot be held responsible if any such delays occur.
- This proposal was based on incomplete information is budget pricing only.
- If applicable, delays in construction schedule pertaining to other trades, will delay the completion of AV systems.
- Installation of equipment prior to other trades being finished may result in damaged or lost equipment.
- Performance Audio is not responsible for the operational condition of Owner Furnished equipment (OFE).
- Unless stated in this Scope of Work, Performance Audio is not responsible for interfacing or programming OFE, or third party purchased/installed equipment with equipment proposed in this project. If required to do so it will be considered a Change Order and will incur additional labor and/or programming charges. These costs will be invoiced separately.

Constraints:

The following items are understood to dictate any constraints of the project. If any of the constraints listed below are inaccurate for your project, or if constraints for your project exist that are not listed below (including any deadlines or scheduling issues, job site protocols, safety requirements, operating hours, etc.) please let the Sales Engineer know as soon as possible. Failure to advise us of any constraints in advance may result in additional labor costs. Please review carefully:



Proposal

- Colors, finishes and custom engravings of equipment specified are to be coordinated and signed off on by the customer prior to any product being ordered.
- Work shall not begin until third party contractors have completed work. i.e., Conduit and Electrical needs.
- All work is to be performed during normal business hours, Monday- Thursday 8 am to 5 pm, unless other hours have been prearranged and agreed upon.
- The customer is responsible for providing access to the workspaces and an on-site contact to help answer any questions during the installation process.
- If applicable, delays in the construction schedule will delay the completion of AV systems, resulting in delayed turn over to the customer.
- Change orders, and additional work requests shall be processed through the Sales Engineer.
- Change orders may affect any previous schedules or deadlines discussed between the Customer and Performance Audio.

Any changes or additional requests for service after the final agreements may result in a change order and will be billed separately.

Please feel free to contact Randy Barker with any questions. 801-466-3196 x320 / randy@performanceaudio.com

If you choose to proceed with this project, please initial at the bottom right of each page, Initial, sign and date the last page and return the entire proposal with purchase arrangements.



Proposal

Qty	Description	Unit Price	Ext Price
Lighting Control Console			
1	Strand 91001 NEO Lighting Control Console (includes four universes of DMX). Includes: Console dust cover, universal voltage power supply, IEC Cables (1 each - US, Europe, Asia) Console Lights (2 each), quick start guide, and USB Key with Console Documentation. Monitor not included.	\$9,074.18	\$9,074.18
	Performance Audio Lighting Console Setup Setup of lighting console including basic patch - Training billed separately.	Labor Items Summarized in Totals	
	Performance Audio Lighting Console Training Training on lighting console operation	Labor Items Summarized in Totals	
2	Strand 91024 24-inch touchscreen monitor	\$1,485.00	\$1,485.00
500	Pro Grade Cat 6 Cat 6 cable. 4 pair of 23 AWG.	\$0.30	\$150.00
Lighting Control Console Equipment Sub Total:			\$10,709.18
Lighting Control Console Labor Sub Total:			\$1,445.00
Lighting Control Console Sub Total:			\$12,154.18
Grand Total on Page 14			



Proposal

Qty	Description	Unit Price	Ext Price
Relays for LED Lighting Fixtures			
1	Strand Master Quote - # 2201032 Power Equipment To Include All Items Listed on Quote # ...2201032 Power Equipment	\$16,545.00	\$16,545.00
1 Strand Contact Relay Panel 1 76900-XXXX Custom Contact Relay Panel, consisting of: 1 Relay Insert Panel with Breakers, 48-way 1 Master Processor Assembly 1 UL 924 Kit 48 Relay, 1 pole 48 Circuit Breaker, 1 pole, 20A, 120V			
1	Strand Phase Loss Sense Panels 1 53815-001 Phase Loss Sense Panel in Enclosure, 120/277V		
1	Strand DMX Emergency BYPass Controller 1 96250 Emergency DMX Bypass Controller		
1	Strand CONBOX 1 CONBOX4 48-Circuit Rough-In Enclosure		
500	Pro Grade Cat 6 Cat 6 cable. 4 pair of 23 AWG.	\$0.30	\$150.00
1	Performance Audio Specialized / On Site Factory Service Labor required for specialized operations/tasks Factory Commissioning and Training	Labor Items Summarized in Totals	
Relays for LED Lighting Fixtures Equipment Sub Total:			\$16,695.00
Relays for LED Lighting Fixtures Labor Sub Total:			\$2,465.00
Relays for LED Lighting Fixtures Sub Total:			\$19,160.00
Grand Total on Page 14			



Proposal

Qty	Description	Unit Price	Ext Price
DMX Distribution			
	<i>DMX distribution will be required to provide DMX out - put through out the theatre.</i>		
1	Hewlett Packard Aruba 2530-48G-POE+ J9772A - Aruba 2530-48G-PoE+ Switch	\$1,593.33	\$1,593.33
	Performance Audio Device Configuration Network Switch	Labor Items Summarized in Totals	
	Labor to setup network switch		
16	Strand 65161 Strand Lighting Single Port DMX Node	\$411.68	\$6,586.88
	Performance Audio Device Configuration	Labor Items Summarized in Totals	
	Labor to setup and configure device		
100	Belden 9829 Belden 9829 Cable 24 AWG 2 Pairs Foil Braided with Drain	\$3.53	\$353.33
500	Pro Grade Cat 6 Cat 6 cable. 4 pair of 23 AWG.	\$0.30	\$150.00
	DMX Distribution Equipment Sub Total:		\$8,683.54
	DMX Distribution Labor Sub Total:		\$1,950.00
	DMX Distribution Sub Total:		\$10,633.54
	Grand Total on Page 14		



Proposal

Qty	Description	Unit Price	Ext Price
LED Stage Fixtures			
<i>Stage Lighting Fixtures are organized per location.</i>			
<i>The two types of fixtures provided for electrics 1 - 3 are Par fixtures and profile fixtures. Par fixtures allow for down and wash lighting, the profile fixtures allow for side lighting and specials.</i>			
<i>Electric 4 also has two types of fixtures, Spectra CYC are to wash the CYC and the Pars are for wash and back lighting.</i>			
<i>Barn doors are currently provided for all Par fixtures, this may be an item that can be looked at in the final design phase and about 50% of these may not be needed.</i>			
10	Strand 64511-001 Acclaim LED Fresnel, RGBL, 150W, Integrated 10-40 Deg. Manual Zoom, Includes Power Connector, Black Body	\$906.68	\$9,066.80
10	Altman Lighting 52-138GM 15 Amp Male Stage Pin Connector, Cable Mount	\$13.50	\$135.00
10	Altman Lighting SC-36-BK Black Safety Cable with Spring Clip	\$9.75	\$97.50
10	Blizzard Lighting PCT-MAIN-1406 PowerCON TRUE1 Compatible to Edison Plug, 14AWG, 6 Ft., UL Approved	\$22.49	\$224.90
10	Elation Lighting AC5PDMX10PRO 10 Foot, 5 Pin DMX Cable	\$16.19	\$161.90
10	Lex PE700J-10-TRUE1 12/3 SJ powerCON® TRUE1 Extensions - 10'	\$49.00	\$490.00
	Performance Audio Device Configuration Lighting Fixture Setting DMX Address and configuring Light Fixture	Labor Items Summarized in Totals	
10	Strand SC Get-A-Grip, Aluminum Molded C-Clamp, 600 lb. SVWL, 1-2" OD, Black	\$25.58	\$255.80



Proposal

Qty	Description	Unit Price	Ext Price
10	Strand 64511-001 Acclaim LED Fresnel, RGBL, 150W, Integrated 10-40 Deg. Manual Zoom, Includes Power Connector, Black Body	\$906.68	\$9,066.80
10	Altman Lighting 52-138GM 15 Amp Male Stage Pin Connector, Cable Mount	\$13.50	\$135.00
10	Altman Lighting SC-36-BK Black Safety Cable with Spring Clip	\$9.75	\$97.50
10	Blizzard Lighting PCT-MAIN-1406 PowerCON TRUE1 Compatible to Edison Plug, 14AWG, 6 Ft., UL Approved	\$22.49	\$224.90
10	Elation Lighting AC5PDMX10PRO 10 Foot, 5 Pin DMX Cable	\$16.19	\$161.90
10	Lex PE700J-10-TRUE1 12/3 SJ powerCON® TRUE1 Extensions - 10'	\$49.00	\$490.00
	Performance Audio Device Configuration Lighting Fixture Setting DMX Address and configuring Light Fixture		Labor Items Summarized in Totals
10	Strand 64511-010 Acclaim LED Fresnel 4-Leaf Barndoar, Black	\$81.68	\$816.80
10	Strand SC Get-A-Grip, Aluminum Molded C-Clamp, 600 lb. SVWL, 1-2" OD, Black	\$25.58	\$255.80



Proposal

Qty	Description	Unit Price	Ext Price
24	Strand 64511-002 Acclaim LED Zoomspot Luminaire, RGBL, All-In-One, 150W, Integrated 25-50 Deg. Manual Zoom/Focus, 4-Blade Shutter System, Black Body, C/w Power Connector	\$1,055.18	\$25,324.32
24	Altman Lighting 52-138GM 15 Amp Male Stage Pin Connector, Cable Mount	\$13.50	\$324.00
24	Altman Lighting SC-36-BK Black Safety Cable with Spring Clip	\$9.75	\$234.00
24	Blizzard Lighting PCT-MAIN-1406 PowerCON TRUE1 Compatible to Edison Plug, 14AWG, 6 Ft., UL Approved	\$22.49	\$539.76
24	Elation Lighting AC5PDMX10PRO 10 Foot, 5 Pin DMX Cable	\$16.19	\$388.56
24	Global Truss America PRO CLAMP BLK 2" PRO ALUMINUM CLAMP BLACK POWDER COAT - MAX LOAD 1100Lbs.	\$20.00	\$480.00
24	Lex PE700J-10-TRUE1 12/3 SJ powerCON® TRUE1 Extensions - 10'	\$49.00	\$1,176.00
	Performance Audio Device Configuration Lighting Fixture Setting DMX Address and configuring Light Fixture		Labor Items Summarized in Totals
24	Strand 64511-011 Acclaim LED Zoomspot Accessory Holder + Gel Frame, Black	\$38.78	\$930.72
24	Strand 64511-012 Acclaim LED Zoomspot/PLE B-Size Gobo Holder (Metal Gobo Only)	\$48.68	\$1,168.32
	LED Stage Fixtures Equipment Sub Total:		\$52,246.28
	LED Stage Fixtures Labor Sub Total:		\$9,601.40
	LED Stage Fixtures Sub Total:		\$61,847.68
			Grand Total on Page 14



Proposal

Qty	Description	Unit Price	Ext Price
Truss / Rigging / Motors			
4	Xtreme Structures & Fabrication LLC X-16U 125PBP 120 00 10 ft 16" square Protective Bolt Plate Truss	\$783.75	\$3,135.00
1	Skjjonberg Controls, Inc Master Quote Skjjonberg PA2rev1 Master Quote for all Skjjonberg Items as listed In Chain Motors and Control section of this proposal	\$32,000.00	\$32,000.00
6	Skjjonberg Controls, Inc HST-CMF-60 Columbus McKinnon Chain Hoist, Lodestar Model F 1/2 Ton, 3 Phase 208- 240V,16 FT/MIN, with 60 FT Lift, Standard Swivel Suspension, Includes Hubbel Twislock and Double Hook Chain Bag		
6	Skjjonberg Controls, Inc CBL-HST-HBL-40 Hoist Taped Set Power Control Cables w/ 16/4 SO and Twistlock Connectors, 40 Ft.		
1	Skjjonberg Controls, Inc CS-800 Standard 8 Channel Relay Control, Hubbell L16-20 and L14-20 Twistlock Power & Control, 50A Hubbell 250V Input, Phase Reverse Keyswitch, (4) 15A Circuit Breakers w/ Protective Bar		
1	Skjjonberg Controls, Inc P8-CS-SQ-AK25 8-Channel Remote Manual Run Pendant, Square, (8) Up/Down Toggles & Indicators, Momentary Run Button, and On/Off Toggle Switch, 25 Foot Hardwired Pigtail w/ Strain Relief		
1	Performance Audio Lot Hardware - Rigging Hardware etc. Hrdware required to rig Truss	\$1,875.00	\$1,875.00
Truss / Rigging / Motors Equipment Sub Total:			\$37,010.00
Truss / Rigging / Motors Labor Sub Total:			\$2,890.00
Truss / Rigging / Motors Sub Total:			\$39,900.00
Grand Total on Page 14			



Proposal

Qty	Description	Unit Price	Ext Price
House Control If Required			
1	Strand Master Quote - # 2201032 Controls To Include All Items Listed on Quote # 2201032 Controls	\$13,523.75	\$13,523.75
2 Strand Vision.net 10.1 Touch Screen Station 95610 Vision.Net 10.1" Touchscreen, PoE, 24V DC, with mounting bracket for flush or surface mounting 66825 Surface Mounting Box			
1	Strand Vision.net Portable 10.1 Touchscreen Station 95610 Vision.Net 10.1" Touchscreen, PoE, 24V DC, with mounting bracket for flush or surface mounting 95622 Portable Desktop Stand Enclosure 96459 Ethernet RJ-45 cable, 25'		
6	Strand Vision.net Entry Stations 63322 Vision.Net Pushbutton Station, 2 buttons, 1 gang 2 Engraved Buttons		
1	Strand USB Interface Station 63035USB Vision.net RS232 receptacle station w/ USB		
1	Strand Custom Enclosuer #1 3-191-XXXX Custom Control Enclosure Assembly, consisting of 1 18"x24"x4" box, with cover 1 Subplate, 16"x22", containing 2 Vision.net 4-way data splitter module, 6SU 1 Vision.Net Gateway, 7SU 1 Vision.Net 1-port Gateway Module, 4SU 1 StrandNet 3 port DMX Node DIN-Rail 1 Strand RDM 6-way DMX/R		
1	Strand Custom Enclosuer #2 Stage Manger MAP Rack with Door and Plates as required	\$3,333.33	\$3,333.33
500	Pro Grade Cat 6 Cat 6 cable. 4 pair of 23 AWG.	\$0.30	\$150.00
1	Performance Audio Specialized Labor required for specialized operations/tasks Factory Commissioning and Training	Labor Items Summarized in Totals	



Proposal

Qty	Description	Unit Price	Ext Price
	House Control If Required Equipment Sub Total:		\$17,007.08
	House Control If Required Labor Sub Total:		\$7,395.00
House Control If Required Sub Total:			\$24,402.08
Grand Total on Page 14			



Proposal

Qty	Description	Unit Price	Ext Price
Global Expenses			
1	Design-Build Project - Design, Commissioning, and Coordination	\$9,086.08	\$9,086.08
	Global Expenses Equipment Sub Total:		\$9,086.08
	Global Expenses Labor Sub Total:		\$3,754.52
	Global Expenses Sub Total:		\$12,840.60
	Grand Total on Page 14		



Proposal

Pricing Summary

Equipment:	\$151,437.16
Rough-In Labor:	\$1,785.00
Installation Labor:	\$20,993.66
Pre-Build Labor:	\$900.00
Programming/Configuration Labor:	\$1,872.00
Commissioning/Training Labor:	\$3,950.26
Grand Total:	\$180,938.08

Pricing valid until 2/10/2022

Price does not include taxes

Payment Schedule	Amount	Percent
Initial Deposit (Prior to Ordering Equipment)	\$90,469.04	50%
Project Completion	\$90,469.04	50%

I Tiffany Staheli certify that I am authorized by North Ogden City Parks and Recreation to make purchasing decisions and have read and understand this proposal. I also verify the functionality, equipment selection, and aesthetic properties of the equipment as laid forth in this proposal to be acceptable. By signing this proposal, I am signifying my agreement to this proposal in full and am authorizing Performance Audio to proceed with ordering the above listed equipment and fulfilling their obligations laid out above. Any changes to the above proposal will be subject to cancellation and/or restocking fees.

This proposal is subject to the terms and conditions of State Contract number MA3157.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed representatives.

North Ogden City Parks and Recreation

Performance Audio

Accepted by (Signature)

Date

Authorized by (Signature)

Date

Tiffany Staheli

/ Parks and Recreation

Randy Barker

/ Sales Engineer

Name / Title (Printed)

Name / Title (Printed)



HARRISVILLE CITY

363 West Independence § Harrisville, Utah 84404 § (801) 782-4100

MAYOR:

Michelle N. Tait

COUNCIL MEMBERS:

Max Jackson
Grover Wilhelmsen
Kenny Loveland
Steve Weiss
Blair Christensen

Dear board members:

This document serves as a letter of support in regards to North Ogden cities RAMP grant application.

Harrisville City borders North Ogden; however, city borders do not define neighbors, neighborhoods, or use of amenities.

The addition of sound and lights to the Barker Park Amphitheater will bring a fresh and exciting new feel to the existing venue. This will encourage and invite more large-scale performances to the area which will in turn, better encourage people to go outdoors and enjoy our area parks and what they have to offer.

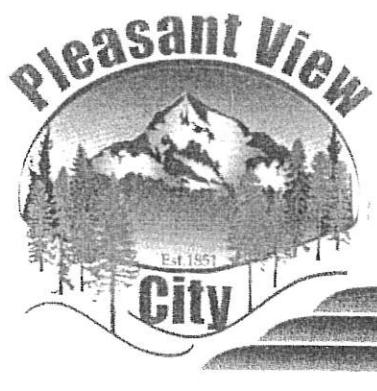
With the introduction of "the Major," as well as the preexisting interest in hiking and trails, upkeep of trail heads continues to be of high priority. The trailhead located at 2750 N Mountain Road is the most heavily used trailhead in North Ogden. Improvements such as asphalt parking lots and brick and mortar restrooms serve as community assets that benefit everyone who frequent the area, as well as enhances the overall look and feel. The area currently appears very rural, a place where vandals may feel like they can do as they please. Developed parking lots and brick and mortar structures lend to decreased crime as these improvements and amenities invite more people to the area. More people mean more eyes that will look out for the assets provided.

Harrisville City supports RAMP funding this project and we look forward to the benefit it will provide to our residents as well as many others.

Please feel free to reach out to me if needed.

Regards,

Bryan Fife
Harrisville City
Parks, Recreation and
Community Events Director
801-668-1793



520 W. Elberta Dr.
Pleasant View, Ut 84414
Main Office (801) 782-8529
Police Dept. (801) 782-6736

Dear RAMP Board Members;

We want to express our support for North Ogden City and their request for funding for:

- Sound and Lighting at the Amphitheater at Barker Park
- Improvements for the trailhead at 2750 N Mountain Road

Pleasant View residents have benefited from the amphitheater for some time now. There have been city, school and private events held at this facility. It has been a tremendous asset to our community. The amphitheater has enhanced our sense of togetherness, improved our exposure to culture and solidified friendships. Providing better sound and lighting will work to enhance what is already enjoyed.

Pleasant View residents have also enjoyed the trails in our city as well as those located in North Ogden. This particular trailhead has seen an increase in popularity with patriotic activities that both North Ogden and Pleasant View partner in. We feel a tremendous amount of pride in being citizens who are proud of their country and heritage and work to honor and represent that patriotism.

While Pleasant View City has events of their own, we have a great working relationship with North Ogden in supporting each other in our planning and execution of each city's activities. Funding for these projects will only work to enhance this partnership. We respectfully request the board to grant this funding for North Ogden.

If you have any questions, please feel free to contact us. Thank you so much for your consideration.

Sincerely,

Sara Urry
Pleasant View City Council Member

Amy Sue Mabey, MPA
Pleasant View City Administrator

To whom it may concern:

My name is Mark Daniels and I am the theatre teacher at Weber High School. I have been an educator in the performing arts for 26 years. In the summer of 2018, I had the wonderful and unique opportunity to direct the musical theatre production of *ONCE ON THIS ISLAND* at the newly constructed (Phase 1) of the amphitheatre in North Ogden's Barker Park. This show was an amazing opportunity for the residents of North Ogden to produce a summer musical production. The cast included residents of all ages; small children to senior adults. There was a cast and crew of almost 150 cast and crew and all were from the community of North Ogden.

We were able to produce a very successful show, with an amazingly talented community cast, a volunteer crew of students and adults, a generous grant from R.A.M.P, sponsors in the community, and a few thousand community members who supported the production by purchasing tickets and attending as audience members.

Then in the summers of 2019 and 2021, we sponsored a Youth Performing Arts Camp that ran for 2 weeks and 4 hours a day. We called it *CAUGHT IN THE ACT*. We hosted over 70 students and after days of workshops and rehearsals, the campers produced a variety show of singing, dancing, and acting. Both of these years proved to be a wonderful success and had complete support from the city and community.

I am excited about support from the community as audience members, as sponsors, and participants in the productions and the camps. We would love to continue working on building the arts in our community.

The amphitheater in North Ogden is a brilliant and beautiful space for gathering, performing, educating, and celebrating the arts in North Ogden, however, there is still many things that need to be completed within the Amphitheatre to make it a fully functioning space. Currently there is no lighting or sound equipment within the walls of the Amphitheatre, so anytime that space is used, lighting and sound must be rented and brought in and set up. Purchasing theatrical lighting and sound would be a huge benefit to this beautiful space and would help make it more usable and accessible to the community.

I believe strongly in the performing arts and what they can do for our community. We have so many talented people that are looking for an outlet, a place to feel included, a place to learn and grow, and a place to shine. A financial grant from RAMP would ensure that we could create and plan for future events that the community will always remember and where they can build their self-esteem and self-image and create and foster friendships that will last. Thank you for considering this grant and thank you for your very generous donations in the past, for both the past productions and the amphitheater and we ask for your continued support. Thank you.

Mark Daniels

Mark Daniels
Weber High School Theatre Teacher
Weber School District Teacher of the year 2021
State of Utah Teacher of the Year 2022



Staff Report to the North Ogden City Council

SYNOPSIS

Description: North Ogden City has requested that Pleasant View City participate in the maintenance costs associated with the senior center. This Agreement will solidify several of the term of that shared expense based on the estimate usage by PV residents.

Date: January 18, 2023

STAFF INFORMATION

Jon Call
jcall@nogden.org
801-737-9846

QUESTION FOR COUNCIL

Is the agreement acceptable to the Council?

BACKGROUND

Pleasant View and North Ogden cities have for a long time discussed the maintenance of the senior center and the use of the facility by the various communities. The current request to PV was for a contribution of \$12,000 which is roughly 19% of the annual cost of operating the facility. The County also contributes a person to the operation of the senior programs, with North Ogden City covering $\frac{1}{2}$ of the salary. With all the city costs the estimated expenses this year are \$64,000.

The Agreement contains some language about the purpose of the building and includes some language around the priority of it's use. The Council should review the language and make any recommended changes. At this point the Agreement has not been approved by PV Council yet, though in concept is has been agreed upon by several members of their group.

RECOMMENDATION

Staff recommends approving the extension of this agreement for another year.

INTERLOCAL AGREEMENT RELATING TO THE NORTHVIEW SENIOR CITIZEN CENTER

This is an agreement to facilitate the sharing of costs to maintain and operate the Northview Senior Center, a facility owned and operated by North Ogden City, which has been and continues to be utilized by senior residents of other communities as well. The scope of this agreement is limited to the facility use and services provided for seniors and excludes other building operations and uses as well as long-term maintenance of this building as a North Ogden City asset.

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, both Cities are municipal corporations duly organized under Title 10 of Utah Code Annotated, as amended; and

WHEREAS, in accordance with federal and state laws and regulations, both Cities are allowed to enter into contracts for services to benefit senior citizen residents above the age of 55, including health, recreational, social and educational offerings; and

WHEREAS, both Cities desire to work cooperatively to provide cost efficient and effective senior services programming.

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, North Ogden City and Pleasant View City do mutually agree and undertake as follows:

SECTION ONE SCOPE OF AGREEMENT

1. The Cities intend by this Agreement to cooperatively develop a working relationship to provide quality senior citizen services to residents.
2. The Cities agree that this Agreement is not intended to cover all cost associated with the facility, but to provide for a portion of compensation in relation to those services utilized by residents of Pleasant View City. North Ogden City is also pursuing similar agreements with nearby communities whose residents frequently utilize these services.

3. North Ogden City agrees to provide services and facilities to Pleasant View senior residents at the same rate/charge as those services are provided to North Ogden senior residents.
4. The central purpose of this building and its amenities are senior center services and activities, with senior programming given a heightened priority when defining and determining allowable uses.
5. This Agreement only includes those services directly related to senior citizen usage and activities and does not encompass the rental or use of the Northview Senior Center by private residents for other activities, as this is a separate operational and budgetary function.

SECTION TWO GENERAL PROVISIONS

1. Payment. Pleasant View City will provide an annual contribution in the total amount, not to exceed, \$12,000 to North Ogden City for annual maintenance and operation costs of the Northview Senior Center. This amount is based on a portion of the current expenses for senior services.
2. Termination. The initial term of this Agreement shall terminate on January 1, 2026. Either party upon ninety (90) days written notice may terminate this Agreement, with or without cause. Any payments for the current fiscal year shall be prorated based on the time elapsed during the fiscal year.
3. Effective Date. This Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the parties as provided U.C.A. § Section 11-13-10, as amended.
4. Amendment. This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from the Cities, along with an approved as to form by the City Attorneys, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
5. Entire Agreement. This Agreement, together with any written amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except for the resolutions of each party herein attached and incorporated by reference.
6. Indemnification. In all instances, each of the parties agrees to defend, hold harmless, and indemnify the other party, its elected officials, officers, employees, agents, and volunteers, for the wrongful or negligent acts or omissions of employees against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of this

Agreement, however, in no event shall indemnification exceed the amount set forth in *Utah Code Ann.* § 63-30-1 et. seq, at the time of judgment.

7. Employee Status. It is understood and agreed by the parties that any and all personnel furnished by the parties shall remain employees of the respective parties and shall abide by the personnel policies of the respective parties.

8. Warranties. Each party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the parties that would adversely affect this Agreement.

9. Documents on File. Executed copies of this Agreement shall be placed on file in the offices of the City Recorders and shall remain on file for public inspection for the duration of this Agreement.

10. Governing Law. It is understood and agreed by the parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.

11. Non-transferable. These rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the parties.

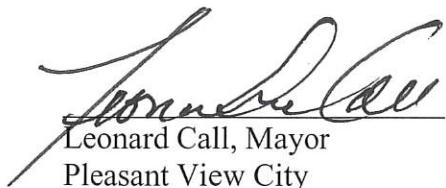
12. Rules of Construction and Severability. Standard rules of construction, as well as the context of this agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement. It is thus the intention of the parties that each provision of this agreement shall be deemed independent of all other provisions herein.

13. Under the Utah Code 11-13-207 the following conditions are approved

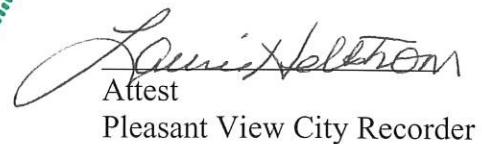
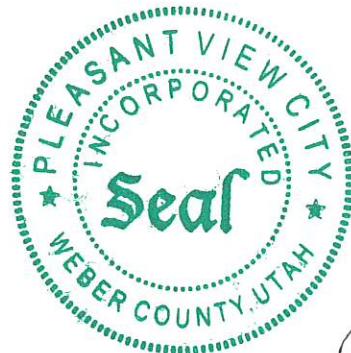
- This agreement shall be administered by the mayors of both cities. The Agreement can only be amended in writing by each City Council.
- Each city shall retain ownership of their separate real and personal property as outlined above

Dated this 21st day of February 2023

For Pleasant View City



Leonard Call, Mayor
Pleasant View City



Attest
Pleasant View City Recorder

For North Ogden City

Neal Berube
Mayor, North Ogden City

Attest
North Ogden City Recorder

City Attorney
North Ogden City

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEBER COUNTY
on behalf of the
WEBER COUNTY CLERK'S OFFICE, ELECTIONS DIVISION
-AND-
NORTH OGDEN CITY**

THIS AGREEMENT is made and entered into the _____ day of _____, 2023, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and North Ogden City (“City”). The County and the City may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2023 and 2025 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2026. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this

Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2023 and 2025 primary and general municipal elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2023 and 2025 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City

shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the City and County agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act.

6. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an

itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

8. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

9. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;
- (c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;
- (d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by

this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

10. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

12. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

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

NORTH OGDEN CITY

By: _____
MAYOR

ATTEST:

City Recorder

Approved as to form and compliance
with applicable law:

City Attorney

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair _____
Commissioner Arrington Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A
2023 and 2025 Municipal Elections
Scope of Work for Election Services

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the City of its obligations to publish all public notices required by law.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the City and the County up through and including the end of Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The City shall be given the collection schedule ahead of time, however any and all changes to the schedule or method of collection are at the discretion of the County. The City shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The City shall be responsible for locking their drop boxes at exactly 8pm on Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;

- printing optical scan ballots;
- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

Exhibit B
2023 and 2025 Municipal Elections
Cost Estimate for Election Services

Below is the good faith estimate for the upcoming **2023 and 2025 Municipal Elections** for North Ogden City. The City will be billed for the actual costs after each election, according to the County's cost per active registered voter. The per voter rate will not exceed \$2.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of \$2.25 per voter.

Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of \$2.25 per voter.

If one or more jurisdictions, other than the City, hold a special election within the same precinct as the municipal election, then the City shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of \$2.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

Example of the Impact of Cost Sharing Across Multiple Jurisdictions			
Number of Participating Jurisdictions	Active Registered Voters Per Precinct*	Estimated Rate	Total Cost Per Precinct
1	996	\$2.25	\$2,241
2	996	\$1.17 (half plus \$0.05)	\$1,165.32
3	996	\$0.80 (1/3 plus \$0.05)	\$796.80

*Largest precinct within municipality used as an example

Estimated Cost per Election		
Active Registered Voters Per Municipality	Estimated Rate	Total Cost Per Municipality
12,204	\$2.25	\$27,459

*This table represents the total cost per municipality at the highest estimated rate, however cost is calculated per precinct (see table above)

Exhibit C
2023 Municipal Elections
Core Vote Centers

2023 Locations*
Weber Center
Ogden Valley Library
Weber County Fairgrounds

*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the City and the County, the cost of which will be borne by the City, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in a primary election.