

MEMORANDUM

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: March 17, 2020 Council Meeting

WORK SESSION

• Sustainability Model Review – In preparation for the upcoming FY21 Budget process, we will be spending the work session reviewing the city's Sustainability Model. The objectives of this meeting include: 1) review the purpose for which the model has been created, 2) provide a high-level overview of how the model is constructed, 3) review the assumptions built into the model, and 3) review how the model is used to inform our budget discussions. Fred Philpot (the one who built the model) with Lewis Young Robertson & Burningham has been invited to facility our discussion.

DISCUSSION/ACTION ITEMS

- Ordinance 20-09 Amending SOCC 8-1-3B Concerning utility billing and collections. City Treasurer, Jeannine Teel realized that some of the procedures for utility billing, collections, shutoffs, etc., as codified in the city's code, were no longer consistent with the current practices. As staff discussed making these changes to update the procedures we came to an agreement that because these were administrative policies in how staff manages the day-to-day operations of the utility billing function, that these policies would be best organized as administrative/departmental policies and not codified in city code. This ordinance deletes City Code Sections 8-1-2 and 8-1-3 and authorizes and directs the City Manager to create the necessary administrative policies to address: 1) Utility Services Applications, 2) Termination of Utility Services, and 3) Billing Procedures. Your packet contains a copy of the Administrative Policy, South Ogden City Utilities Policies and Procedures, for your review. Although you are not required to approve these administrative policies, we wanted you to be able to review them so you know what is currently in the policy. These policies will be added to and amended from time to time as administration determines necessary to continue to be able to provide guidelines for the proper operation of our utility billing processes.
- Ordinance 20-10 Amending SOCC 10-5.1A-4 Allowing non-retail manufacturing in the Riverdale Road Subdistrict. Several weeks ago, the City Council reviewed a recommendation by the Planning Commission to amend the city code to allow none-retail, small-scale manufacturing in

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SouthOgdenCity.com

0 801-622-2702

South Ogden City, UT 84403

the Riverdale Road General zone. This would allow small-scale manufacturing to exist without the current requirement that the business must have a retail storefront. The council sent this back to the Planning Commission and asked that they reconsider this recommendation to see if this type of use should be allowed in other zones in the city. Upon further review and discussion, the Planning Commission's recommendation (Feb. 13, 2020) is that the city not allow non-retail manufacturing anywhere in the city. This item was discussed at the Council's Mar. 03, 2020 council meeting. In preparation for the Mar. 17 meeting, staff prepared the ordinance such that the council has the following options: 1) vote to approve Ordinance 20-10 which would allow non-retail manufacturing within the Riverdale Road Subdistrict (consistent with the Planning Commission's first recommendation), 2) vote to not approve Ordinance 20-10 which would not allow non-retail manufacturing anywhere in the city (consistent with the Planning Commission's most recent recommendation), or 3) amend the ordinance and allow this use in some other subdistrict in the city. This has been done to preserve as many options as we can for you as a council. Staff does not have a strong recommendation on this issue, as any of the above options is legal and left to your legislative discretion.

- Ordinance 20-11 Dissolving the 40th Street Community Reinvestment Area. Recently the council and CDRA Board voted to dissolve some of the existing redevelopment project areas. This has all been done in an effort to clean up some of these areas in preparation for the creation of the new City Center CRA. The 40th Street CRA was created prior to the city receiving support from Weber County to move towards the creation of a larger project areas. As such, the 40th Street project area is no longer necessary and most of the property in the 40th Street Project area will be contained within the new City Center CRA. Like the previously dissolved CRA's, once approved this information will be filed with Weber County and the cleanup work will be complete. It is anticipated that the City Center CRA approval will be coming before the council and CDRA at your April 7 meeting.
- Resolution 20-02 Approving an Operations Agreement with Lime Scooters. Last year the city council explored the possibility of entering into an agreement, like Ogden City, with Lime Scooters. Representatives for Lime came and talked with the council about their agreement with Ogden City. Staff also met with Ogden City representatives to learn more about how Ogden has chosen to regulate the scooters and to find out if there were any challenges, issues with their experience, etc. that we should be aware of before moving forward with Lime. Ogden indicated that they regulate them the same way they regulate bicycles and that they have not had any major issues with the scooters. Following their 90-day trial with Lime, Ogden chose to continue allowing the scooters throughout the city on a month-to-month basis. Following the city council's review of this information late last year, the council directed staff to bring this agreement back to the council for approval this spring - once the weather started to warm enough for people to be out using the scooters. Note that this is an "interim" agreement. The idea is that the city is only agreeing to allow the scooters in the city for a 90-day trial. During this time, Lime will work with the city in determining where the best locations are for the scooters. The hope is that the scooters can serve as a means of affordable transportation to help people get from bus stops to work, the grocery stores, etc. The scooters are also utilized for recreational purposes and allow people the opportunity to get out and about and enjoy traveling around the city in a fun, affordable way.

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If not otherwise terminated, following the 90-day trial, this contract will role to a month-to-month contract and can be terminated at any time by either party with 30 days written notice. This agreement also allows the city to collect \$0.10 per ride for use of the city right-of-way. Once approved, city staff will work with Lime on the deployment of the scooters throughout the city and also educate the public on the rules and regulations they must adhere to when using the scooters.

• Resolution 20-03 – Approving an agreement with Staker Parsons for the Oakwood/Crestwood Road Project. This contract is for the reconstruction and utility (water and storm sewer) upgrades including replacement of some curb, gutter and sidewalk. Oakwood and Crestwood. The total contract price, based on the per-unit bid totals \$1,434,562.57. The work will begin as soon as the contractor can secure the required bonds and mobilize.

DISCUSSION ITEMS

Outdoor Recreation Grant Application. The Utah Governor's Office of Economic Development Outdoor Recreation Grant applications for 2020 will soon be due. In looking at the council's desire to apply for funding to assist with the Club Heights Park, staff wanted to have some discussion with you regarding the council's desires and plans for the park in general and this grant application specifically. The need for this discussion is due to the fact that the city currently has approximately \$680,000 of identified funding sources (\$300k from bond, \$190k from RAMP, \$190k from impact fees/general fund) for the park and the total estimated park budget is \$1,257,707. The maximum amount the city can request for the Outdoor Recreation Grant is \$150,000. If successful with this grant application, and without the city coming up with any additional funding, the city would have a total of \$830,000 and would be short \$427,707 in order to build Phase I and Phase II of the park, as designed. Some of the questions for this discussion include: 1) What are we asking the grant money to fund? 2) Will we have enough money to construct what needs to be constructed in order to install the structure(s) the grant money requested is supposed to be used for? 3) How would the council like to move forward with this park project and funding? Included in your packet you will find a copy of the draft Grant Application, the Club Heights Park Master Plan and the Project Budget, as estimated by Mark Vlasic. With council direction, staff will complete the application and submit it by the deadline.



NOTICE AND AGENDA (Amended) SOUTH OGDEN CITY COUNCIL WORK SESSION

TUESDAY, MARCH 17, 2020 WORK SESSION - 5 PM COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold a work session beginning at 5 pm Tuesday, March 17, 2020; however, due to recently enacted emergency protocols by Mayor Porter concerning the COVID-19 virus, public attendance will be by electronic means only. To view the work session live, go to www.facebook.com/southogdencity or to https://vimeo.com/398037388.

WORK SESSION AGENDA

- I. CALL TO ORDER Mayor Russell Porter
- II. REVIEW OF AGENDA
- III. DISCUSSION ITEMS
 - A. Discussion on Outdoor Recreation Grant
- IV. ADJOURN

Posted to the State of Utah Website March 13, 2020

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on March 13, 2020. Copies were also delivered to each member of the governing body.

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

Leesa Kapetanov, City Recorder

CLUB HEIGHTS PARK [RIPPLE]



EXAMPLE IMAGES







Playground



Sand and Water Play Feature



Climbing Boulder



Nature Play Area



Forested Hillside Trail

LEGEND

- 1 Picnic Shelter (16' x 16')
- Playground w/Shade Canopy
- 3 Pre-K Playground w/Shade
- Water Play Feature
- 6 Climbing Boulder
- 6 Nature Play Area
- Forested Hillside Trail
- 8 Natural Grass Lawn Area
- Parking Lot and Bus Turnaround
- WSU Golf Course Access

DESCRIPTION

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

The circular open lawn at the park's center is surrounded by nodes of various activities. Its versatility allows for either a casual picnic or a pickup game of frisbee, while more specialized uses may be found at the edges. At the southeast entry, a new playground features contemporary climbing equipment more distinct and active from elsewhere in the park. A small pre-K playground offers important play value to the park's youngest visitors, and both playgrounds are protected from the summer heat by shade canopies. At the northeast entry, a sensory play feature allows children to manipulate flowing water and sand in an exciting tactile experience. And at the west, a nature play area features a large climbing boulder, rocks, logs and other obstacles to challenge explorers of many ages.

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





Opinion of Probable Cost



PHASE ONE

PHASE UNE				
ITEM	UNIT	AMOUNT	QUANT.	AMOUNT
General				
Mobilization / Demobilization / Construction Layout	LS	\$80,000.00	1	\$60,000.00
Section Subtotal				\$60,000.00
Civil Engineering				
Erosion Control / SWPPP	LS	\$10,000.00	1	\$10,000.00
Tree Protection	LS	\$7,000.00	1	\$7,000.00
Demolition - Clearing and Grubbing	LS	\$10,000.00	1	\$10,000.00
Traffic Control	LS	\$5,000.00	1	\$5,000.00
Earthwork / Site Grading	LS	\$15,000.00	1	\$15,000.00
Imported Topsoil	LS	\$50,000.00	1	\$50,000.00
Utility - Site Electrical and Lighting	LS	\$55,000.00	1	\$55,000.00
Utility - Storm Drain	LS	\$65,000.00	1	\$65,000.00
Section Subtotal				\$217,000.00
Hardscape and Furnishings				
Asphalt Paving (4") over Base Course (8")	SF	\$6.00	11,200	\$67,200.00
Curb and Gutter (30")	LF	\$25.00	620	\$15,500.00
Concrete Sidewalk	SF	\$9.00	11,423	\$102,807.00
Concrete Edge 9" Wide x 12" Tall Playground	LF	\$30.00	451	\$13,530.00
Concrete Edge 12" Wide x 6" Deep	LF	\$27.00	116	\$3,132.00
Concrete Wall and Plinth	LS	\$6,000.00	1	\$6,000.00
Section Subtotal				\$208,169.00
Softscape				
Irrigation System	SF	\$1.25	37000	\$46,250.00
Sod	SF	\$0.75	15998	\$11,998.50
Tree - 2" Cal	EACH	\$500.00	32	\$16,000.00
Shrubs	EACH	\$35.00	326	\$11,410.00
Bark Mulch (4")	LS	\$13,000.00	1	\$13,000.00
Boulders and Logs	LS	\$10,000.00	1	\$10,000.00
Trail	LS	\$5,000.00	1	\$5,000.00
Section Subtotal				\$108,658.50
Contingency % Calculation				
Grand Total Contingency	15.0%			\$89,074.13
Section Subtotal				\$89,074.13
TOTAL				\$682,901.63

PHASE TWO				
ITEM	UNIT	AMOUNT	QUANT.	AMOUNT
General				
Mobilization / Demobilization / Construction Layout	LS	\$80,000.00	1	\$20,000.00
Section Subtotal				\$20,000.00
Hardscape and Furnishings				
Picnic Shelter (16x16)	LS	\$40,000.00	2	\$80,000.00
Bench 6'	EACH	\$2,500.00	4	\$10,000.00
Picnic Table 6'	EACH	\$5,500.00	2	\$11,000.00
Litter Receptacle	EACH	\$1,500.00	3	\$4,500.00
Bike Rack	EACH	\$1,000.00	3	\$3,000.00
Playground Equipment	LS	\$170,000.00	1	\$170,000.00
Playground Shade Sails	LS	\$60,000.00	1	\$60,000.00
Playground Surfacing - Wood Chips	SF	\$5.00	6610	\$33,050.00
Playground Surfacing - Sand	SF	\$4.00	1418	\$5,672.00
Water Feature	LS	\$100,000.00	1	\$100,000.00
Section Subtotal				\$497,222.00
Contingency % Calculation				
Grand Total Contingency	15.0%			\$77,583.30
Section Subtotal				\$77,583.30
				·
TOTAL				\$574,805.30

GRAND TOTAL - PHASE ONE AND TWO

\$1,257,706.93

FY2020 Recreation Restoration Infrastructure Application

Applicant Ember Herrick

Applicant ID APP-016338

Company Name South Ogden City

Recipient Address South Ogden City

3950 S Adams Ave South Ogden, UT 84403

Email eherrick@southogdencity.com

Status Draft

Basic Project and Contact Information

BEFORE BEGINNING: Please read and be familiar with the eligibility requirements, selection process, and reimbursement process outlined in the <u>Recreation Restoration Infrastructure Grant Program Guide</u> (PDF link). You may also need this resource as you formulate your responses. If you need additional information, please visit <u>business.utah.gov/outdoor/rri</u> (hyperlink)

HELPFUL TIP: We suggest writing your application answers in a word processor outside of the online application. This will allow you to proofread and edit answers more effectively. Using a word processor easily allows you to keep track of the character count in your response, as there are character limits for some questions. This will also help alleviate connection errors and lost work. Lastly, remember to save your work as you fill out the application.

IMPORTANT: No application deadline extensions will be granted under any circumstance. All responses are extracted completely (without editing from the OOR staff) for all necessary reporting. Please make sure it is well-written and free of grammar and punctuation errors. Provide any links as the full URL; hyperlinked text from a word document will not be preserved when copying and pasting into the application.

Please make sure to *hover your cursor over the question mark that appears near most questions*. This is "help text" and provides additional information about what your response should include.

This section is not scored.

Question: Project Name:

Club Heights Park

Question: Project Longitude (provide coordinates in Decimal Degrees, e.g., -111.0391):		
-111.98		
Question: Project Latitude (provide coordinates in Decimal Degrees, e.g., 37.858285):		
41.19		
Question: Specific name of land unit where project is located:		
Club Heights Park South Ogden City, Utah		
Question: Project Category (select all that apply):		
☐ Trail / Trailhead infrastructure;		
☐ Campground;		
☑ Day-use / Picnic area;		
Water recreation infrastructure;		
Question: Organization's Non-Profit Tax ID (if applicable):		
87-6000282		
Question: Primary Contact First Name:		
Jon		
Question: Primary Contact Last Name:		
Andersen		
Question: Primary Contact Organization:		
South Ogden City		
Question: Primary Contact Organization Category:		
☐ County government		
☐ Tribal government		
☐ Non-profit organization		
☐ University		

Question: Primary Contact Title:

Public Works Director

Question: Primary Contact Email:

jandersen@southogdencity.com

Question: Primary Contact Phone:

801-622-2903

Question: Public Lands Partner or Secondary Contact Name:

Matthew J. Dixon

Question: Public Lands Partner or Secondary Contact Title:

City Manager

Question: Public Lands Partner Organization Category:

Municipal government

Question: Public Lands Partner or Secondary Contact Email:

mdixon@southogdencity.com

Question: Public Lands Partner or Secondary Contact Phone:

801-622-2702

Question: Project or related organization information website. Please copy and paste full

URL:

https://www.southogdencity.com

Question: Project County:

Weber County

Funding Request

NOTE: The UORG/RRI Advisory Committee makes funding recommendations, based on review of the overall program and budget. Final funding decisions are made at the discretion of the executive director of the Governor's Office of Economic Development after consultation with the director of the Office of Outdoor Recreation (a member of the UORG Advisory Committee). The Recreation Restoration Infrastructure (RRI) grant program awards grant funding requests up to \$150,000.

IMPORTANT: The applicant must show a match that is equal to the RRI grant given (e.g., \$50,000 match from applicant and partners to receive a \$50,000 RRI grant). Up to half of the match may be in-kind.

Please make sure to *hover your cursor over the question mark that appears near most questions*. This is "help text" and provides additional information about what your response should include.

This section is not scored.

Question: Total Project Cost:
\$1,711,512.00
Question: Grant Funding Request. The RRI grant awards fund requests between \$1,000 and \$150,000.
\$150,000.00
Question: Applicant match value of cash and in-kind:
\$1,561,512.00
Question: Applicant match type:
Cash
☐ In-Kind
☑ Both (Cash / In-Kind)
Question: Public land partner match value of cash and in-kind:
\$1,561,512.00
Question: Public land partner match type:
□ Cash
☐ In-Kind
☑ Both (Cash / In-Kind)
Question: Legal name of all additional partnering organizations proving any form of in-kind matches, donations/money, land, labor/workforce, equipment, etc. (if applicable)
Not Answered

Question: Additional partners match; please use the combined value if there is more than one

additional partner (if applicable):
Not Answered
Question: Additional partners match type (if applicable):
☐ Cash
☐ In-Kind
☐ Both (Cash / In-Kind)

Project Summary

NOTE: The project summary will provide an opportunity to fully explain the project and its value to the community. Provide any links as the full URL; hyperlinked text from a word document will not be preserved when copying and pasting into the application. Please refer to the program guide for any additional questions.

HELPFUL TIP: We suggest writing your application answers in a word processor outside of the online application as you go. This will allow you to proofread and edit answers more effectively. Using a word processor also easily keeps track of the character count in your response, as there are character limits for some questions. This will also help alleviate connection errors and lost work. Lastly, remember to save your work as you fill out the application.

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Please make sure to *hover your cursor over the question mark that appears near most questions*. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: Project Abstract: Summarize the project in a concise 2-3 sentence summary. 500 Character Limit

The Club Heights park is located on the parcel of land of the old Club Heights Elementary school. This park ties together the dog park and the adjacent baseball field by providing a play area for children, which includes a forested hillside hiking trail, a climbing area and a water feature. The park will be ADA compliant and will attract families with children of all ages.

Question: Project Description: Describe your project in detail. 3,000 Character Limit

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

The circular open lawn at the park's center is surrounded by nodes of various activities. Its versatility allows for either a casual picnic or a pickup game of frisbee, while more specialized uses may be found at the edges. At the southeast entry, a new playground features contemporary climbing equipment more distinct and active from elsewhere in the park. A small pre-K playground offers important play value to the park's youngest visitors, and both playgrounds are protected from the summer heat by shade canopies. At the northeast entry, a sensory play feature allows children to manipulate flowing water and sand in an exciting tactile experience. And at the west, a nature play area features a large climbing boulder, rocks, logs and other obstacles to challenge explorers of many ages.

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

Question: What type of visitation does the project area typically receive during the season it is open to visitors?

The population South Ogden and the surrounding communities is over 250,000 residents. The Club Heights park is conveniently located near shopping opportunities as well as the Outdoor Dog Park. Club Heights Park provides families with children the opportunity to enjoy the park, while a family member shops in nearby stores or takes the family dog to the outdoor dog park. This park is located such that it will receive visitor traffic from residents and non residents who visit the area.

Proposed Restoration Work Details

Please make sure to *hover your cursor over the question mark that appears near most questions*. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: Proposal: For trails, how many miles of trail that will be restored/receive heavy maintenance?

0.25

Question: Proposal: For structures, how many structures will receive heavy maintenance, restoration or full rebuild?

4.00

Question: Proposal: For campsites, how many campsites will receive heavy maintenance or restoration work?

0.00

Question: Year the infrastructure needing restoration was built - approximate, if unknown

3/20/2020

Question: Year the infrastructure last had heavy maintenance work - list 3/20/2020 if no heavy maintenance has occurred

3/20/2020

Question: Approximate number of volunteers that will be involved in this project (or "0" if the project will not use volunteers):

0.00

Project Readiness & Scheduling

NOTE: The scoring committee gives extra consideration for shovel-ready projects. If your project is not shovel ready, it must be mature enough in planning to ensure completion by June 2022. If projects are not projected to meet this deadline from the onset, they will be disqualified and no funds will be awarded. If the project will be constructed on federal lands, the project needs to have results from an environmental planning process (such as NEPA). Please see the RRI Program Guide (linked text) for any additional questions.

Please make sure to *hover your cursor over the question mark that appears near most questions*. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: Timeline: What is the approximate schedule for your project? When will it be ready for construction and when will it be complete? 3,000 Character Limit

Construction on Club Heights Park is scheduled to begin in the Summer of 2020 and construction should be completed by August of 2021.

Question: Permits: List any permits or environmental documentation required to complete maintenance project and their status (if applicable)

Not Applicable

Question: Which (State) Fiscal Year will the project will be completed in? FY 2021=July 2020-June 2021 and FY 2022=July 2021-June 2022



Required Supportive Materials and Attachments

NOTE: For each question, click "Choose File," select the correct file you would like to attach, then click "Upload." Save the page before moving on to the next section. Individual attachments should not exceed 20 MB. Please see the <u>RRI Program Guide</u> (linked text) for any additional questions.

<u>Use this link</u> (linked text) for the **RRI Project Timeline template**.

Use this link (linked text) for the required UORG/RRI Budget Spreadsheet.

Use this link (linked text) for the W-9 tax form.

Please make sure to *hover your cursor over the question mark that appears near most questions*. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: Logo/Pictures: Attach a logo from the project organization. In addition, you may attach any photos related to the project.

<u>SO logo positive PMS-U.png</u> (3/9/2020 10:45 AM)

Question: Project Partner Letter of Support: Attach at least one letter of support for the project.

No Attachments

Question: Map: Attach a map of the project location within the community. On the map, identify the main roads that provide access, and any infrastructure that surrounds it. If it is a trail, show how it links to other recreational amenities or other trails.

No Attachments

Question: Site Plan or Concept Drawing: Attach a recreational site plan or detailed conceptual drawing that includes orientation and layout of the project itself.

<u>Club Heights DD OPC.xlsx</u> (3/9/2020 10:46 AM)

Question: Project Timeline: Attach a timeline of assigned work for the construction and completion of the project (Up to 24 months will be given). Use the provided RRI Project

Timeline template.

No Attachments

Question: Budget Spreadsheet: Download, fill out, and upload the provided Budget Spreadsheet for the project (in Excel).

Club Heights DD OPC.xlsx (3/9/2020 10:42 AM)

If Applicable Supportive Materials and Attachments

NOTE: For each question, click "Choose File," select the correct file you would like to attach, then click "Upload." Save the page before moving on to the next section. Individual attachments should not exceed 20 MB.

Please see the RRI Program Guide for any additional questions.

Please make sure to *hover your cursor over the question mark that appears near most questions*. This is "help text" and provides additional information about what your response should include.

This section is not scored.

Question: Please attach copies of NEPA documentation, permits from the Army Corps of Engineers and/or other documentation that would be needed prior to the commencement of the work (if applicable):

No Attachments



NOTICE AND AGENDA (Amended) SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, MARCH 17, 2020

WORK SESSION — 5 PM

REGULAR COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, March 17, 2020; however, due to recently enacted emergency protocols by Mayor Porter concerning the COVID-19 virus, public attendance will be by electronic means only. To view the council meeting live, go to www.facebook.com/southogdencity or to https://vimeo.com/398037388. Comments for the public comment time and the public hearing will be taken over these two platforms during the meeting. Comments will also be accepted in writing before the meeting by emailing City Recorder Leesa Kapetanov at lkapetanov@southogdencity.com.

CITY COUNCIL MEETING AGENDA

- I. OPENING CEREMONY
 - A. Call to Order Mayor Russell Porter
 - B. Prayer/Moment of Silence -
 - C. Pledge of Allegiance Council Member Brent Strate
- II. PUBLIC COMMENTS This is an opportunity to address the mayor and council with any concerns, suggestions, or praise. No action can or will be taken at this meeting on comments made. *Please limit your comments to three minutes.*
- III. RESPONSE TO PUBLIC COMMENT
- IV. RECOGNITION OF SCOUTS AND STUDENTS
- V. CONSENT AGENDA
 - **A.** Approval of February 21-22, 2020 Strategic Planning Meetings Minutes, and March 3, 2020 City Council Meeting Minutes
 - **B.** Advice and Consent of the Appointment of Susan DeBruin to the Urban Forestry Commission

VI. PUBLIC HEARING

To Receive and Consider Comments on Proposed Amendments to SOCC 8-1-2 and 8-1-3 Concerning Utility Billing and Collections

VII. DISCUSSION / ACTION ITEMS

- **A.** Consideration of **Ordinance 20-09** Amending SOCC 8-1-2 and 8-1-3 Concerning Utility Billing and Collections
- **B.** Consideration of **Ordinance 20-10** Amending SOCC 10-5.1A-4 Allowing Non-Retail Manufacturing in the Riverdale Road Subdistrict
- **C.** Consideration of **Ordinance 20-11** Dissolving the 40th Street Community Reinvestment Area
- **D.** Consideration of **Resolution 20-02** Approving an Operations Agreement with Lime Scooters
- **E.** Consideration of **Resolution 20-03** Approving an Agreement with Staker Parsons for the Oakwood/Crestwood Road Project

VIII. RECESS INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING See separate agenda

IX. RECONVENE AS SOUTH OGDEN CITY COUNCIL

X. REPORTS/DIRECTION TO CITY MANAGER

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

XI. ADJOURN

Posted to the State of Utah Website March 13, 2020

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on March 13, 2020. Copies were also delivered to each member of the governing body.

Leesa Kapetanov, City Recorder

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



MINUTES OF THE SOUTH OGDEN CITY COUNCIL ANNUAL STRATEGIC PLANNING MEETING

FRIDAY, FEBRUARY 21, 2020 — 4:30-7:30 pm CITY HALL IN THE EOC ROOM, 3950 ADAMS AVE., SOUTH OGDEN, UTAH, 84403

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, Finance Director Steve Liebersbach, Assistant City Manager Doug Gailey, and Recorder Leesa Kapetanov

OTHERS PRESENT

Shannon Lloyd, Oliver Young, Weber State University President Brad Mortenson, Commissioner Jim Harvey, Ogden City CAO Mark Johnson, Sherry Porter, Jen Dixon, Wesley Stewart, Michelle Howard, Lisa Gailey

Note: The time stamps indicated in blue correspond to various audio recordings of this meeting. A link to each recording will be given in the minutes. The recordings can also be found at southogdencity.com or requested from the office of the South Ogden City Recorder.

Link for audio recording of this section:

https://www.southogdencity.com/document_center/Sound% 20Files/2020/CC200221 1635.mp3

33 I. CALL TO ORDER

• Mayor Porter began the meeting at 4:37 pm and called for a motion to open the strategic planning session.

00:00:15

Council Member Howard moved to open the strategic planning meeting for the evening, followed by a second from Council Member Smyth. Council Members Orr, Howard, Stewart, and Smyth all voted ave.

Note: Council Member Strate was not present for this vote. He arrived at 4:45 pm during the presentation by Ms. Lloyd.

46 II.	BUSINESS PRESENTATIONS
47	A. Shannon Lloyd, South Ogden Costco General Manager
48	00:02:04
49	B. Oliver Young, Young Automotive
50	Mr. Young had not yet arrived due to traffic, so the mayor went to the next presentation.
51	
52	
53 III.	STAKEHOLDER PRESENTATIONS
54 	A. Brad Mortensen, Weber State University President
55	00:25:05
56	President Mortensen used a visual presentation. See Attachment A.
57	
58	B. Mark Johnson, CAO, Ogden City
59	00:56:45
60	Mr. Johnson also had a visual presentation. See Attachment B.
61	Mr. Young arrived during Mr. Johnson's presentation, so Mayor Porter asked him to go nex
62	
63	IIB. Oliver Young, Young Automotive (see above)
64	01:19:36
65	C. Jim Harvey, Weber County Commissioner
66	01:29:47
67	See Commissioner Harvey's visual presentation, Attachment C.
68	
69	After Commissioner Harvey's presentation, the group took a break to eat dinner. The dinner was
70	donated by Texas Roadhouse, a business located in South Ogden City. When the meeting began
71	again, a new recording was made. The recording can be found at this link:
72	https://www.southogdencity.com/document_center/Sound%20Files/2020/CC200221_1905.mp3
73	
74 IV .	COUNCIL PRESENTATIONS
75	Council Member Orr 00:01:10
76	Council Member Strate 00:08:40
77	Council Member Stewart 00:22:43
78	Council Member Howard 00:29:07
79	Council Member Smyth 00:37:20

80

CLOSING COMMENTS BY MAYOR PORTER	
00:39	47
ADJOURN	
	on to adjourn.
F,y	ta to adjourn
Council Member Howard moved to adio	ourn, followed by a second from Council Member
Stratet The voice vote to aujourn was a	AMAMIO GOV
I hereby certify that the foregoing is a true.	accurate and complete record of the South Ogden City Counci
2 2 3 8 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	
Alexa Kapetanor	Leesa
Kapetanov, City Recorder	Date Approved by the City Council
	Strategic Planning Meeting held Friday, Februar

124 125 126 127 128 129 130	MINUTES OF THE SOUTH OGDEN CITY COUNCIL ANNUAL STRATEGIC PLANNING MEETING SATURDAY, FEBRUARY 22, 2020 — 9 am-3:30 pm City Hall in the Eoc Room, 3950 Adams ave., South Ogden, Utah, 84403
132 133 134 135	COUNCIL MEMBERS PRESENT Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth
136 137 138 139 140 141	STAFF MEMBERS PRESENT City Manager Matt Dixon, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, Finance Director Steve Liebersbach, City Attorney Ken Bradshaw, Assistant City Manager Doug Gailey, and Recorder Leesa Kapetanov
142 143 144 145 146 147	Note: The time stamps indicated in blue correspond to various audio recordings of this meeting. A link to each recording will be given in the minutes. The recordings can also be found at southogdencity.com or requested from the office of the South Ogden City Recorder.
148 149 150 151 152	The recording for this portion of the meeting can be found by clicking this link: https://www.southogdencity.com/document_center/Sound%20Files/2020/CC200222_0902.mp3 CALL TO ORDER (WELCOME)
153 . 154 155 156 157 158 159	At 9:04 am, Mayor Porter welcomed everyone and called for a motion to begin the meeting. Council Member Smyth moved to enter into a strategic planning meeting. Council Member Howard seconded the motion. The voice vote was unanimous in favor of the motion. 00:01:24
160 161 . 162 163	REVIEW/DISCUSS FY2020 PLAN City Manager Matt Dixon led the discussions for the remainder of the day. After an introduction, he began a review of the strategic plan to decide what should stay and what

00:15:36 As part of his discussions, he used a visual presentation. See Attachment D.

164

165 166 167

should be removed.

168 169 III. REVIEW/DISCUSS MISSION 00:40:55 170 171 REVIEW/DISCUSS VISION 172 IV. 173 City Manager Dixon combined discussion of the mission and vision of the city together. See time 174 stamp above. 175 176 Note: During each exercise, those present formed groups to brainstorm together. They then presented 177 their ideas to everyone present. The time stamps indicate this method. As each group presented, 178 they posted their ideas on the wall. A picture of each of the main topics and the ideas underneath 179 them, which were posted, can be seen in Attachment E. 180 181 DEFINING SUCCESS EXERCISE 182 V. 183 Strengths 184 Brainstorm 00:44:21 185 Presentation to group 00:58:32 186 187 Challenges and threats 188 01:04:46 Brainstorm 189 01:22:59 Presentation to group 190 191 **BREAK** 192 VI. 193 194 **DEFINING SUCCESS EXERCISE (continued)** 195 VII. 196 Opportunities 197 Brainstorm 01:32:15 198 Presentation to group 01:52:59 199 200 **LUNCH BREAK** 20**1**/III. 202 Following the lunch break, a new recording was started. Click this link to listen to the recording: 203 https://www.southogdencity.com/document_center/Sound%20Files/2020/CC200222_1218R.mp3 204 205 206 REVIEW/DISCUSS STRATEGIC DIRECTIVES 207 IX. 208 00:03:12

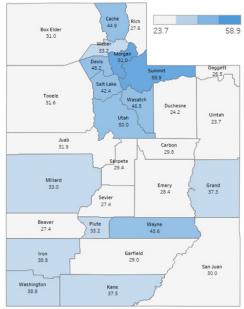
209

210 X.	DRAFT STRATEGIC INITIATIVES		
211	Fiscal Sustainability		
212 213 214	 Brainstorm 00:38:10 Presentation to group 01:00:00 		
215	<u>Employees</u>		
216 217 218	 Brainstorm 01:21:35 Presentation to group 01:30:46 		
219	<u>Infrastructure</u>		
220 221 222	 Brainstorm 01:49:58 Presentation to group 01:58:49 		
223	Economic Development		
224 225 226	 Brainstorm 02:13:06 Presentation to group 02:24:15 		
227	Community Engagement		
228 229 230	 Brainstorm 02:39:11 Presentation to group 02:48:20 		
231 XI.	ADJOURN		
232	Closing comments from City Manager Matt Dixon		
233	03:05:05		
234	Closing comments from Mayor Porter		
235	03:10:39		
236 237 238	• Mayor Porter called for a motion to adjourn 03:13:30		
239 240 241	Council Member Strate moved to adjourn the strategic planning meeting. Council Member Howard seconded the motion. The voice vote was unanimous in favor of the motion.		
242 243 244 245	I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council Strategic Planning Meeting held Saturday, February 22, 2020.		
246 247	Kapetanov, City Recorder Leesa Date Approved by the City Council		

Attachment A Presentation by President Mortensen

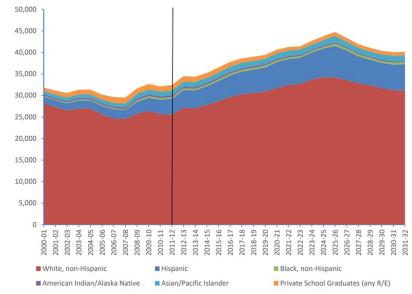


Figure 3. Percent of Adults Aged 25-64 with an Associate's Degree or Higher, by County (2012-2016)



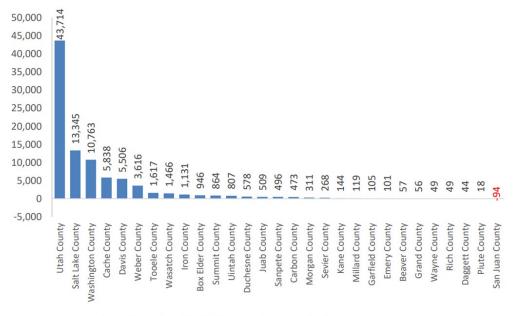
Source: U.S. Census Bureau, American Community Survey (ACS)

Figure 6. High School Graduates by Race/Ethnicity in Utah, Actual (2001-2011) and Projected (2012-2032)

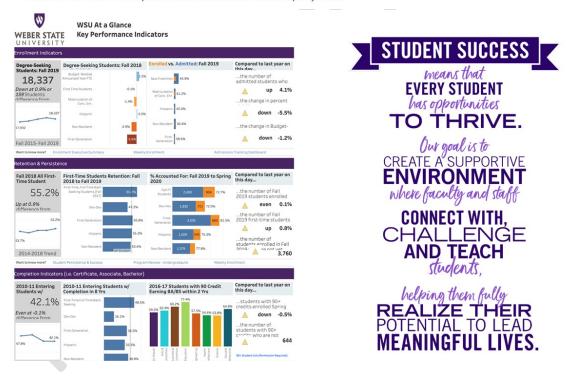


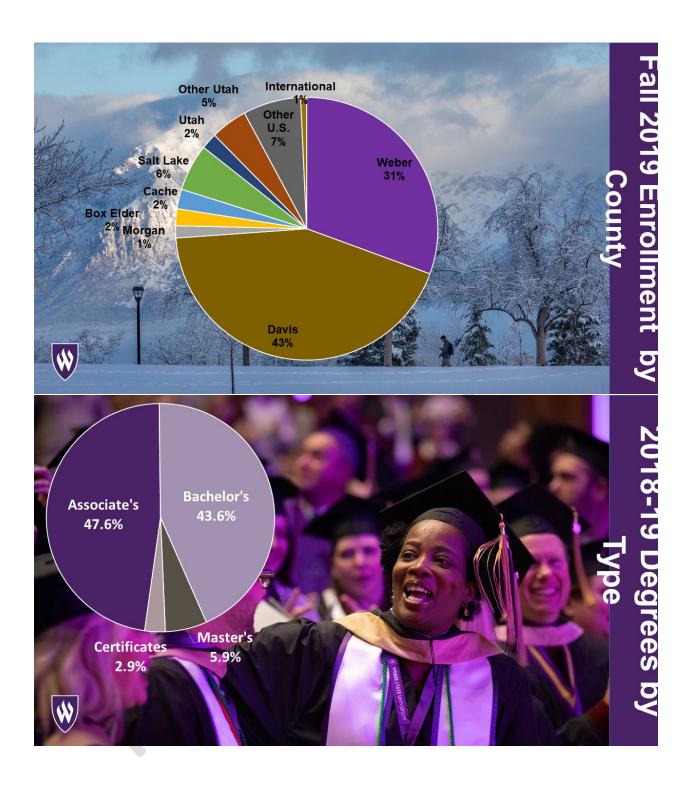
Source: WICHE, Knocking at the College Door

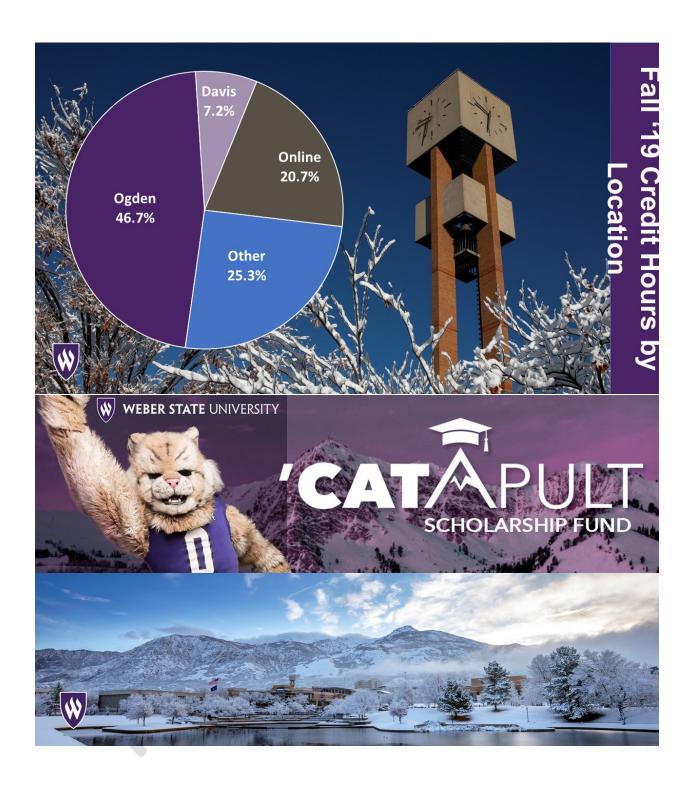
Figure 8. Difference in Projected Population Aged 19-24 by Utah County, 2020-2050

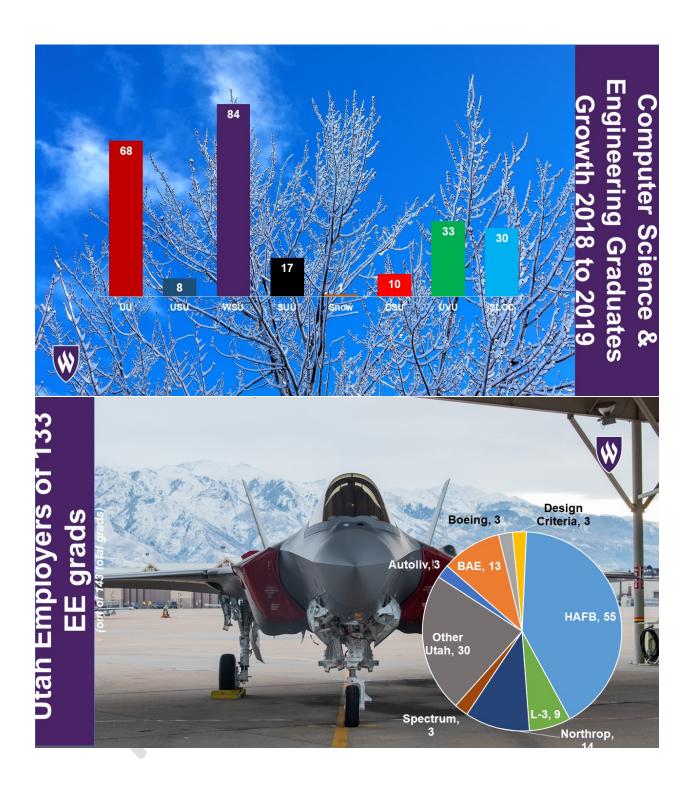


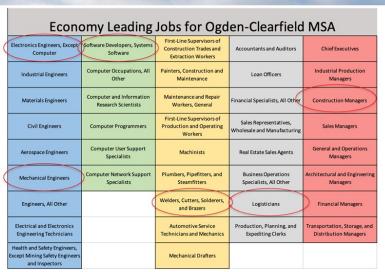
Source: Kem C. Gardner Policy Institute 2015-2065 State and County Projections













Northern Utah Regional Workforce



Burning Glass Top Job Skills

- Communication
- Planning
- Teamwork
- Collaboration
- Writing
- Microsoft Word
- Microsoft Excel
- Organization
 Skills
- Research
- Written
 Communication
- Detail-Oriented
- Critical Thinking
- Troubleshooting
- Time Management
- Multi-Tasking

AAS Automotive Heavy Duty Truck –Diesel AAS Automotive Service Technician (ATEP) AAS Building Design & Construction Pre-AAS Building Design, Construction, & Arch.

(2-yr)

AAS Computer Science

AAS Construction Management Technology

AAS Controls Technology

AS Criminal Justice

AAS Design Engineering Technology

AAS Early Childhood Major

AAS Electronics Engineering Technology

AAS General Technology

AS Health Sciences

AAS Interior Design

AAS Manufacturing Engineering Technology

AAS Manuf. Engin. Technology - CNC

AAS Manuf. Engin. Technology – Welding

AAS Mechanical Engineering Technology

AAS Medical Laboratory Science

AAS Network Management Technology

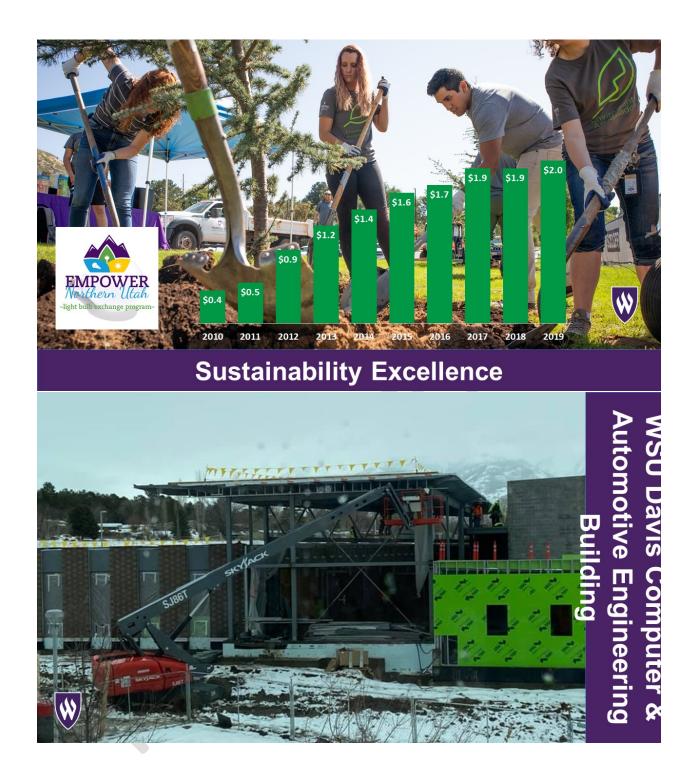
AAS Nursing

AAS Paramedic Studies

AAS Product Design & Development

AAS Sales & Merchandising

Ogden-Weber Tech: 11Davis District: 15 Ogden District: 15 Morgan District: 9 Weber District: 17 Bridgerland Tech: 2 NUAMES: 3 Uintah Basin Tech: Davis Tech: 18





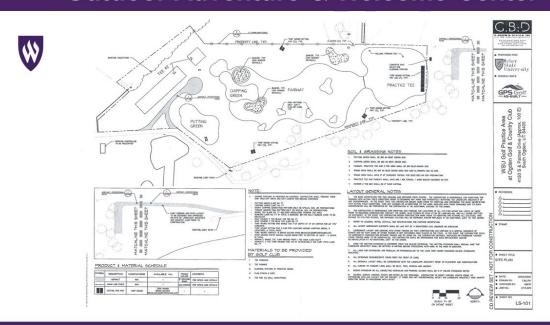
Noorda Engineering & Applied Science
Building



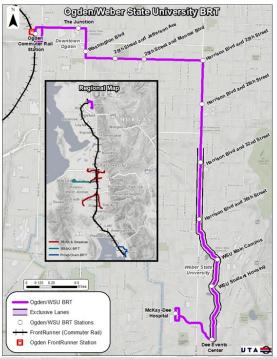
Noorda Engineering & Applied Science
Building



Outdoor Adventure & Welcome Center



Preliminary Design - OGCC Practice Facility





Bus Rapid Transit – August 2022

Campus Master Plan



Attachment B Presentation by Mark Johnson



Ogden City Updates

February 2020

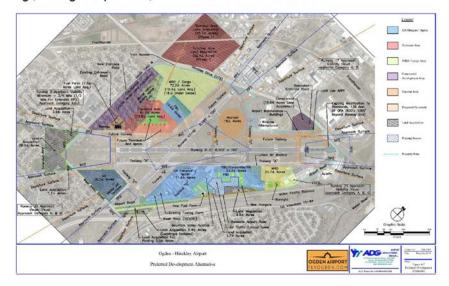


Ogden Airport



Significant opportunities for aerospace and aviation-related business development at the Ogden Airport

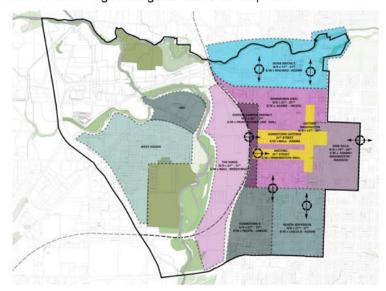
E.g., Borsight expansion, Hill AFB C-130 maintenance



MAKE Ogden



Major community engagement and planning project to create a new Master Plan for Downtown Ogden to guide future development



Downtown Office Demand

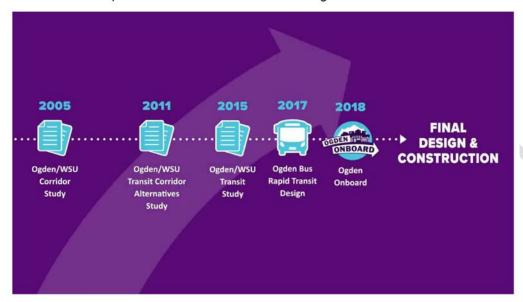


We are seeing significant demand for office space in downtown Ogden, and we're working to develop more office product; projects underway include Continental CRA and First Security Bank



Ogden-WSU Bus Rapid Transit Caden

UTA is working with contractor to refine design and cost estimate for BRT, which is requirement for FTA Small Starts funding



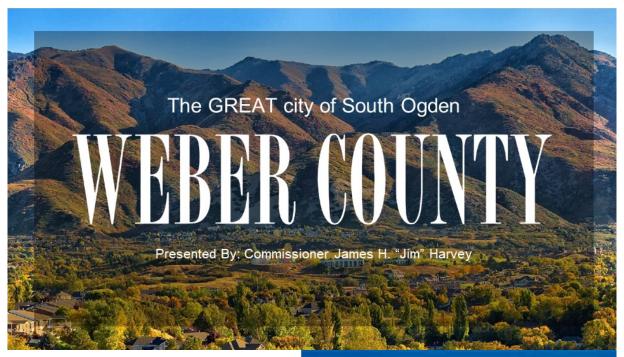
Other Updates



- Ogden, Snowbasin, and Powder Mountain featured in New York Times travel section
- Ogden recognized on Inc.'s 2020 "Surge Cities," list of top 50 cities for starting a business
- Ogden-Clearfield MSA ranked #3 in nation for job growth
- Weber and Davis counties named to the 2020 Class of Great American Defense Communities

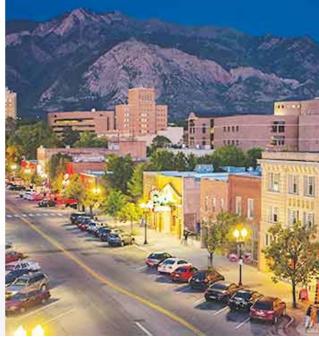


Attachment C Presentation by Commissioner Harvey



OUTLINE

- Transparency & Communication
 #WinninginWeber
 "WE-ber" campaign
 Regional Economic Development
 Intergenerational Poverty Results
 Crisis Communication
 Forecasting, Smart Growth
 Organizational Chart



TRANSPARENCY

Facebook Live

- **Commission meetings**
- One-on-one conversations
- Weber County events

Tele-Town Hall

- 1 hour
- 24 live questions
- 1,918 attendees
- 22,342 minutes of listening time.



TRANSPARENCY

Using Social Media to Communicate



POSTS

2,628 posts across three platforms since May



FACEBOOK GROWTH



4,752 → 8,379 → =3,627 or 76% increase



TWITTER GROWTH



 $303 \rightarrow$ 1, $527 \rightarrow$ = 1,224 or 403% increase



 $530 \rightarrow 1,745 \rightarrow$ = 1,215 or 229% increase



SOCIAL **COMPARISONS**

Surrounding Counties

- Weber County 8,379 likes
 Davis County- 21 likes
 Utah County- 1,087 likes
 Salt Lake County- 2,685 likes
 Box Elder County 5,932 likes
 Cache County 2,330 likes
 Tooele County 0 likes

Out of State Counties:

- San Bernardino County 7,946 likes
 Maricopa County 4,694 likes
 Pima County 5,087 likes
 Dallas County 558 likes





EMAIL CONTENT

- · Sent weekly
- · 2,223,219 sent
- · Content from all departments, community partners.





#WINNINGINWEBER

WHY

A trackable way to rally the community.



INTEGRATION

Reaching out to community partners, citizens, local governments, economic development, photo contests.



EXECUTION

Used on all social channels, business cards, letterhead, email signatures.



22.7 million impressions since November with 4,632 posts by 435 different users.

"WE-ber" Campaign

- · 2020 theme
- · Featuring all of YOU!
- Highlighting businesses, people, activities and culture.





The Standard Examiner

FEATURED

Weber, Davis counties to OK accord joining forces in economic development

By TIM VANDENACK, Standard-Examiner Jun 18, 2019 🗪 0

Economic Development

FOX 13 News- Utah



Weber and Davis Counties join forces to bring business north

POSTED 5:58 PM, JUNE 18, 2019, BY MAX ROTH

Economic Development

The Standard Examiner

FEATURED

Weber County leaders visit businesses as part of new outreach effort to spur growth

By TIM VANDENACK Standard-Examiner Feb 8, 2019 ■ 0

Economic Development

Utah Business Magazine

ARTICLES

NORTHERN UTAH IS SEEING A COMMERCIAL REAL ESTATE BOOM

by Brandon Fugal / January 2, 2020 / 💿 2.1k / 📮 0 comments

Economic Development

The Salt Lake Tribune

The Salt Lake Tribune

DONATE

Utah's Ogden-Clearfield metro area ranks No. 3 in the nation for job growth

Economic Development

The Salt Lake Tribune

The Salt Lake Tribune

DONATE

Once 'sparse and empty,' the heart of Ogden is becoming a creative arts and culture district

The Standard Examiner

Weber County increases focus on fighting poverty, hires director to lead effort

By TIM VANDENACK Standard-Examiner Jun 7, 2019

Intergenerational Poverty Success

The Standard Examiner

Weber Co. to get \$150K grant for new program to fight intergenerational poverty

By TIM VANDENACK, Standard-Examiner Sep 24, 2018 💂 0

The Standard Examiner

Weber County anti-poverty initiative helping 25 Ogden families so far

By TIM VANDENACK Standard-Examiner Jun 27, 2019 💂 0

Intergenerational Poverty Success

The Standard Examiner

Weber County anti-poverty program, aiding 35 families, yielding results

By TIM VANDENACK Standard-Examiner Dec 9, 2019 Q 0

The Standard Examiner

FEATURED

Weber County anti-poverty program helps woman remake her life

By TIM VANDENACK Standard-Examiner Dec 27, 2019 Q 0

Intergenerational Poverty Success

ABC News 4 Utah

LOCAL NEWS

Weber County announces new center and post for tackling intergenerational poverty

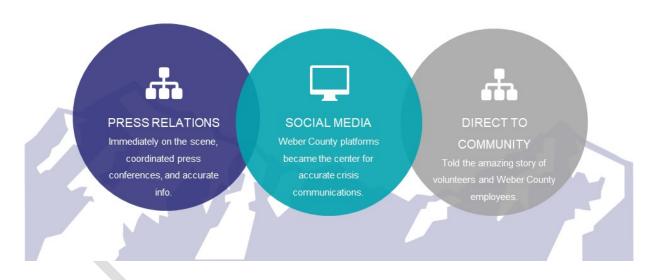
KUTV 2 News Utah

LOCAL NEWS

Breaking the cycle of intergenerational poverty in Weber County

CRISIS COMMUNICATIONS

#UintahFire, Reputation Crisis, and Avalanche Communication



Smart Growth

FORCASTING for the FUTURE // Low Density = higher taxes

We are messaging to inform the public regarding housing that's that affordable.



ORGANIZATIONAL CHART

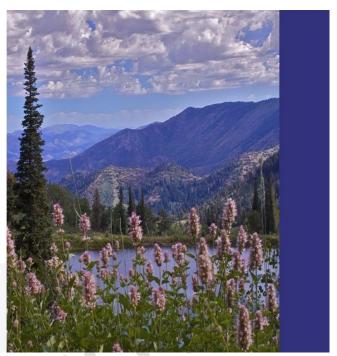
Full Circle Transparency





THANK YOU

While we may be an outside contractor, we've worked hard to make sure each Commissioner, department, division head and community leader is aware that we are available 24/7 to execute and collaborate communications efforts on behalf of the county.

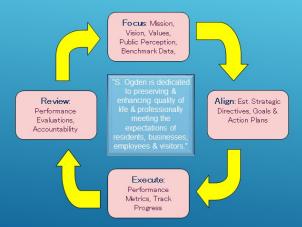


Attachment D Presentation by City Manager Dixon

February 10, 2018 City Council Annual Strategic Planning Meeting Minutes



STRATEGIC PLANNING CYCLE



MEETING OBJECTIVES

- Review FY20 Plan
- City Mission
- City Vision
- Strategic Directives Review
- Break
- · SCOT
- Draft Strategic Initiatives
- Lunch
- Strategic Initiative Prioritization



 Think of city as the entire community (government, businesses, residents, etc.)



CHALLENGES/THREATS

- Challenges are internal (city and community) things when we might get in our own way
- Threats are external things that may fall on us and crush us (i.e. recession, legislation)

OPPORTUNITIES

- Where are our biggest opportunities to make meaningful improvements?
- Where can we really make a difference?



STRATEGIC DIRECTIVES

- What do we have to get right in order to move the organization towards our vision?
- What are the broad, high-level (BIG BUCKET) areas we need to focus on?

- 1 FISCAL SUSTAINABILITY: ENSURE THE ABILITY OF THE CITY TO PROVIDE QUALITY PUBLIC SERVICES THROUGH CAREFUL LONG-RANGE PLANNING AND EVALUATION OF CURRENT DECISIONS IN THE CONTEXT OF FUTURE FISCAL IMPACTS.
- 2 EMPLOYEES: RECRUIT, DEVELOP AND RETAIN QUALITY EMPLOYEES BY MAINTAINING MARKET COMPETITIVE PAY RATES AND DEMONSTRATING A COMMITMENT TO THE GROWTH AND DEVELOPMENT OF OUR STAFF.
- 3 INFRASTRUCTURE: INVEST IN THE UPKEEP AND MAINTENANCE OF EXISTING CITY INFRASTRUCTURE (I.E. UTILITIES, PARKS, ROADS, ETC.) AND PLAN FOR NEW INFRASTRUCTURE DEVELOPMENT NEEDS AND OPPORTUNITIES TO SUPPORT THE GROWTH OF OUR COMMUNITY.
- 4 ECONOMIC DEVELOPMENT: FOSTER QUALITY ECONOMIC DEVELOPMENT IN OUR COMMUNITY BY FOCUSING ON NEW DEVELOPMENT OPPORTUNITIES, ZONING OPTIONS, INCREASED LEVERAGE OF DEVELOPMENT RESOURCES AND EFFECTIVE BRANDING IMPLEMENTATION.
- 5 COMMUNITY ENGAGEMENT: CREATE OPPORTUNITIES FOR RESIDENTS AND BUSINESSES THROUGHOUT THE COMMUNITY TO WORK AND SERVE TOGETHER WHILE FEELING CONNECTED TO AND VALUED BY THE CITY.

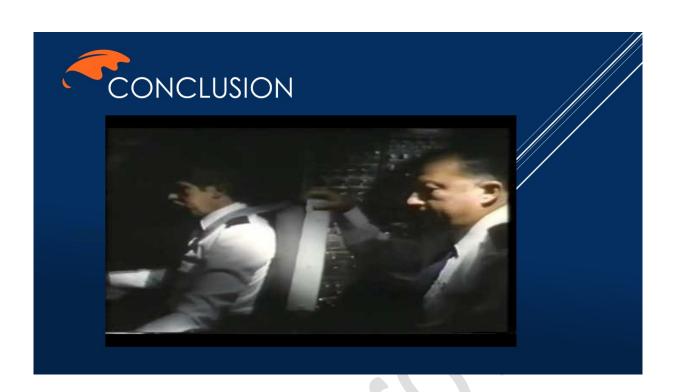
STRATEGIC INITIATIVES

- · Well defined, actionable items
- Start with a verb (i.e. Reduce...Improve...Increase...etc.)
- It's about consistent improvement.
 ("improve winning percentage not "win
 the Super Bowl")
- Measureable if too hard to measure, does not make a good Initiative

PRIORITIZING INITIATIVES

- What are your top 3 initiatives that you believe requires immediate attention?
- Look globally across the City and write them down?





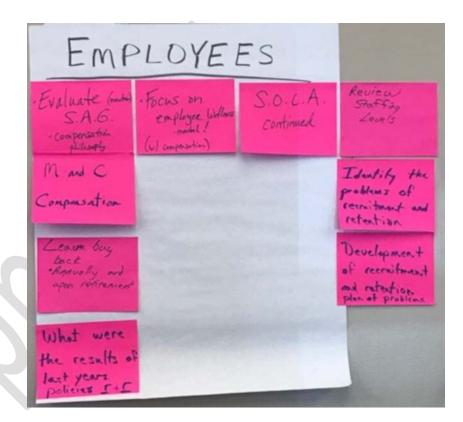
Attachment E Pictures of Strategic Initiatives

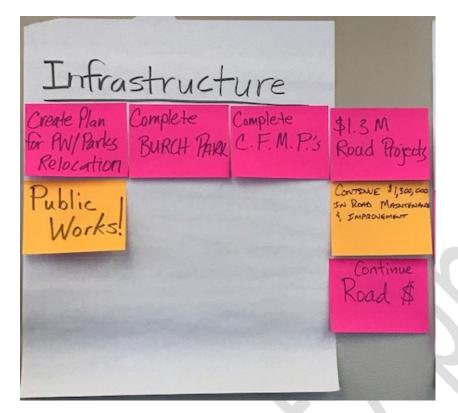




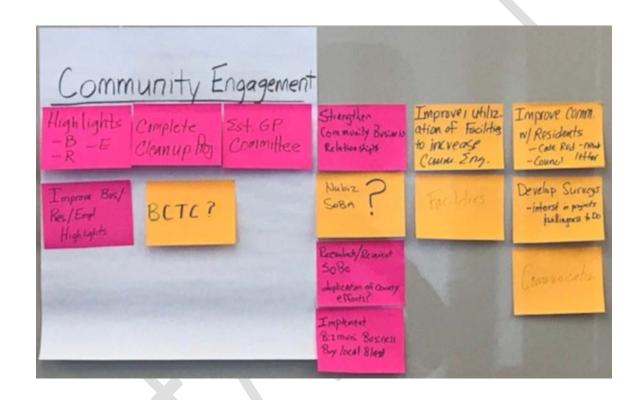














MINUTES OF THE SOUTH OGDEN CITY COUNCIL PRE-COUNCIL WORK SESSION AND CITY COUNCIL MEETING

TUESDAY, MARCH 3, 2020

WORK SESSION - 5 PM IN EOC ROOM

COUNCIL MEETING - 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, City Attorney Ken Bradshaw, Police Chief Darrin Parke, Parks and Public Works Director Jon Andersen, and Recorder Leesa Kapetanov

CITIZENS PRESENT

No one else attended this meeting

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

https://www.southogdencity.com/document_center/Sound%20Files/2020/CC200303_1700.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

• Mayor Porter called the meeting to order at 5:03 pm and called for a motion to begin. 00:00:00

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

II. REVIEW OF AGENDA 00:00:12

III. DISCUSSION ITEMS

A. Review of FY2021 Strategic Plan

00:21:08

B. Discussion on Community Garden

00:41:54

Assistant City Manager Doug Gailey gave a handout to the council during this discussion. See Attachment A.

IV. ADJOURN

At 6:02 pm, Mayor Porter called for a motion to adjourn the work session.

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

00:59:48

1	COUNCIL MEETING MINUTES	
2	COUNCIL WILLIAM WINDIES	
4		
5	COUNCIL MEMBERS PRESENT	
6	Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike	
7	Howard, and Jeanette Smyth	
8		
9		
10	STAFF MEMBERS PRESENT	
11	City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon	
12	Andersen, Police Chief Darin Parke, Assistant City Manager Doug Gailey, and Recorder Leesa	
13	Kapetanov	
14		
15 16	CITIZENS PRESENT	
17	Zachary Phillips, Steven Phillips, Isaiah Phillips, Gina Nielsen, Matthew Nielsen	
18	Zachary I minps, Steven I minps, Isaian I minps, Gina Ivielsen, Watthew Ivielsen	
19	Note: The time stamps indicated in blue correspond to the audio recording of this	
20	meeting, which can be found by clicking this link	
21	https://www.southogdencity.com/document_center/Sound%20Files/2020/CC200303_1805.mp3	
22	or by requesting a copy from the office of the South Ogden City Recorder.	
23		
24		
25 I .	OPENING CEREMONY	
26	A. Call To Order	
27	Mayor Porter called the meeting to order at 6:05 pm and called for a motion to convene	
28	00:00:16	
29	00.00.10	
30	Council Member Howard so moved, followed by a second from Council Member Orr. In	
31	a voice vote Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.	
32		
33	B. Prayer/Moment Of Silence	
34	The mayor led everyone in a moment of silence.	
35		
36	C. Pledge Of Allegiance	
37	Council Member Sallee Orr led the Pledge of Allegiance.	
38		
39 40		
40 41 <mark> </mark> .	PUBLIC COMMENTS	
42		
42 12	There were no comments from the public.	

44

45 III. RESPONSE TO PUBLIC COMMENT 46 Not applicable 47 48 49 IV. RECOGNITION OF SCOUTS/STUDENTS PRESENT 50 Members of Troop 146 were present to earn their Citizenship in the Community merit badge. 51 Those present included Isiah Phillips, Zach Phillips, Matthew Nielson, and their leaders. 52 00:01:10 53 54 55 V. CONSENT AGENDA 56 A. Approval of February 18, 2020 Council Meeting Minutes 57 B. Set Date for Public Hearing (March 17, 2020 at 6 pm or as soon as the agenda permits) to Receive 58 and Consider Comments on Proposed Amendments to SOCC 8-1-3B Concerning Utility Billing 59 and Collections 60 • Mayor Porter read the consent agenda and asked if there were any questions. Seeing 61 none, he called for a motion 62 00:02:48 63 64 Council Member Smyth moved to approve the consent agenda. The motion was seconded 65 by Council Member Strate. There was no further discussion. The voice vote was unanimous in favor of the motion. 66 67 68 69 70 VI. **PUBLIC HEARING** To Receive and Consider Comments on the Proposed Streets Capital Facilities Plan, Impact Fee 71 72 Facilities Plan, and Impact Fee Analysis 73 Mayor Porter called for a motion to enter into a public hearing for the reason stated 74 00:03:21 75 76 Council Member Howard moved to enter into a public hearing. Council Member Orr seconded 77 the motion. All present voted aye. 78 79 The mayor asked if there was any one who wanted to speak concerning the capital facilities 80 plan. No one came forward. The mayor then called for a motion to close the public hearing. 81 00:03:48 82 83 84 Council Member Orr moved to close the public hearing. The motion was seconded by Council 85 Member Smyth. The voice vote was unanimous in favor of the motion.

87 **A.** Consideration of **Ordinance 20-08** – Adopting a Street Capital Facilities Plan, Impact Fee Facilities Plan, and Impact Fee Analysis 88 Staff overview 89 00:04:00 90 Comments by City Engineer Brad Jensen 91 00:07:20 Council discussion 92 00:08:44 93 Motion 00:18:55 94 95 Council Member Strate moved to adopt Ordinance 20-08. Council Member Smyth 96 seconded the motion. Mayor Porter asked if there was any more discussion. Council 97 Member Orr asked if they were keeping the impact fee at the highest amount indicated by the 98 study. She also stated she had been surprised by some of the projects in the plan; she would like 99 to discuss them at a later meeting. The mayor then called the vote: 100 101 **Council Member Strate -**Yes 102 Council Member Howard -Yes 103 Council Member Orr -Yes 104 **Council Member Stewart -**Yes **Council Member Smyth-**105 Yes 106 107 Ordinance 20-08 was adopted. 108 109 110 **DISCUSSION ITEMS** 11**½**|||. 112 A. Discussion on Recommendation from Planning Commission on Allowing Non-Retail 113 Manufacturing in the City Staff overview 114 00:20:16 Council discussion 00:22:36 115 116 The council instructed this item should be put on the next agenda for a vote. 117 118 119 REPORTS/DIRECTION TO CITY MANAGER 120 IX. 121 A. City Council Members 122 • Council Member Howard - Nothing to report 123 • Council Member Stewart - 00:44:12 124 • Council Member Strate - 00:46:18 125 • Council Member Smyth - 00:49:55 126 • Council Member Orr -00:50:47 127

128

86VII.

DISCUSSION ITEMS/ACTION ITEMS

129	B. City Manager	00:52:41	
130 131	C. <u>City Attorney</u>	00:58:35 01:39:43	
132	E. Mayor Porter	01:39:43	
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135 X.	ADJOURN		
136	• At 7:10 pm, Mayor Porter called		
137		01:03:18	
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139 140	vote was unanimous in favor of t	followed by a second from Council Member Stathe motion	rate. The voice
141	vote was unanimous in layor of t	the motion.	
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162 163	Work Session and Council Meeting he	a true, accurate and complete record of the South Ogder eld Tuesday, March 3, 2020.	i City Pre-Council
164	or occord and couldn't recently the		
165	flese Papetanor		Leesa
166	Kapetanov, City Recorder	Date Approved by the City Council	

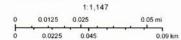
Attachment A

Handout from Mr. Gailey

ArcGIS Web Map







Esri, HERE, Garmin, (c) OpenStreeMap contributors Source: Esri, Digital/Globe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Web AppBuilder for ArcGIS Esri, HERE, IPC | Microsoft |

STAFF REPORT

SUBJECT: South Ogden City Code 8-1-2 & 8-1-3

AUTHOR: Jeannine Teel
DEPARTMENT: Administration
DATE: March 17, 2020



RECOMMENDATION

To bring City Code and City practice into alignment with one another.

BACKGROUND

The Application for Service Code 8-1-2 has language and policies that have changed over time and need to be updated.

The Billing and Collection Procedure Code 8-1-3(B) also differs from City practice and needs to be amended to reflect City practices. The delinquent notices have not been sent out in several years, and the timelines need to be adjusted to match the dates being used in our utility billing system with regard to penalty, delinquency and shutoff dates.

The City also has an existing practice for leak adjustments caused by major water and sewer line breaks that is also being added to this section of the City Code.

The Application for Service Code has language that needs to be updated. The applications are turned in to and maintained by the City Treasurer, rather then the City Recorder. They are mandatory for all property owners and effective upon first date of ownership. Currently, policy states that owners can sign up when they are ready for service; this limits the ability of the city to collect our base fees, which are mandatory monthly assessments for a property.

The current practices for Billing and Collection have been consistent for the last 30 months and have been working well for our residents and the City. Updating the policy would give us continuity. The major addition to the the practice has been, adding 24 Hr Door Tags, which alerts the residents that they will be Shut Off for non payment. This provides an opportunity for the residents to make payment and avoid having services interrupted.

The current leak adjustment practice is greatly appreciated by those receiving the benefit and still allows the City to retain the necessry revenuew needed to offset the expenses that occur from water usage and line maintenance. In effect the City is agreeing to share a portion of the burden.

ANALYSIS

Staff felt these sections of the code were actually policies and procedures rather than statute, and should be removed from the code. Ordinance 10-09 removes the sections as well as permits staff to create

policies and procedures having to do with utilities. These policies and procedures will be contained in a writtem document for reference.

SIGNIFICANT IMPACTS

Eliminating these portions of the code, and creating a policies and procedures document will eliminate disparities between City practice and City code. This will protect the City from vunerabilities such as potential law suits.

The current billing and collection procedures have been performed consistently for the past 30 months and have reduced shutoffs significantly. I added the practice of 24 hr door hangers to give residents a chance to make payments or arrangements. This has increased customer awareness and encouraged payment before shutoffs occur. Aside from the benefit to the residents, this has also cut down the overtime for the Water Department. Prior to the 24 hr door tags, water was shut off sporadically and there were between 40-50 shutoffs. There are are now between 2-10/per month.

The addition of the leak adjustment policy to a written document will provide transparency and continuity with practice. The 2018 total leak adjustments were \$5,190.29. The 2019 total leak adjustments were \$9,349.76.

ATTACHMENTS

Red lined SOCC 8-1-2 and 8-1-3 South Ogden Utilities Practices and Procedures Manual

8-1-2: APPLICATION FOR SERVICE: © =

A. A. Required: All persons acquiring property in South Ogden City are required to apply for utility services. The effective date for service is the official date of ownership recorded at the Weber County Recorder's Office. Any person(s) desiring or who is required to secure water services from the Water Utility Department, when such services is are -available, will submit an application agreement, which has been vetted by the City Attorney, to the City Treasurer's Office, shall apply therefor to the City Recorder and file an agreement with the City which shall be in substantially the following form, with the inappropriate parties duly stricken therefrom: It is unlawful for any person to access city services without first submitting an application for such services.

Application For Water Service

— I, (or we) the undersigned, do hereby apply to the city of South Ogden City for water services at (address) and I, (or we) hereby agree that I (or we) will be governed by the rules and regulations and ordinances applicable to the city water systems, and will pay, promptly, when due, the rate fixed by the city for the use of such water service. In the event of our failure to pay for the water service, I (or we) agree that our water service may be discontinued by the city.

(1970 Code § 24-14)

- B. Residential Rental Property Owners: In accordance with the provisions of Utah Code Annotated sections 10-7-10 and 10-7-11, and based upon the recommendation of responsible city staff and the city manager, and the findings of the city council, the city shall not be required to furnish water or other city provided utilities for use in any house, tenement, apartment, building, place, premises or lot, whether such water or utilities are for the use of the owner or tenant, unless:
 - 1. An application for utility services shall be made in writing, signed by such owner or his duly authorized agent, in which application such owner shall agree that he will pay for all water and utilities furnished such house, tenement, apartment, building, place, premises or lot according to the ordinances, rules and regulations enacted or adopted by the city; and
 - 2. In the case where an application for furnishing water or other city provided utilities shall be made by a tenant of the owner, the city shall require as a condition of granting the same that such application contain an agreement signed by the owner thereof or his duly authorized agent, to the effect that in consideration of the granting of such application, the owner will pay for all water or other utilities furnished such tenant, or any other occupant of the place named in the application, in case such tenant or occupant shall fail to pay for the same according to the ordinances, rules and regulations enacted or adopted by the city;
 - 3. The city manager is hereby authorized and directed to promulgate such rules and regulations as, in her judgment, shall be reasonable and necessary to give effect to the terms, conditions, requirements and intent of this subsection. (Ord. 01-06, 2-6-2001, eff. 2-6-2001)

8-1-3: FEES, RATES AND CHARGES: © 🖃

- A. Generally: The mayor and city council shall, from time to time, enact by ordinance, regulations prescribing connection charges and rates to be charged for the use of water and water systems, which shall be set forth in the city's consolidated fee schedule, and materials to be used, and other rules and regulations necessary for the management and control of the water department. None of the facilities afforded by the waterworks system shall be furnished without a reasonable charge being made therefor. In the event that any department, agency or instrumentality of the city shall avail itself of waterworks facilities or services, the reasonable value thereof shall be charged against such department, agency or instrumentality and shall be paid for as the charges accrue. Revenues so derived shall be deemed to be revenues from the operation of the waterworks system and shall be used and accounted for in the same manner as other revenues derived from the waterworks system. (1970 Code § 24-4; amd. Ord. 921, 9-16-1997, eff. 9-16-1997)
- B. Billing And Collection Procedure For City Water And Utility Services:
 - 1. Bill is sent first class U.S. mail to the "responsible party", defined for the purpose of this chapter as the property owner of record, no later than midmonth or authorized agent, no later than the 10th of the month.
 - 2. Bill is due by the end-last day of the month.
 - 3. Bill is considered "delinquent" by the fifteenth of the following month (2 weeks from due date). 30 days after the due date and incurs a late fee.
 - 4. Delinquency letter is sent out on the twentieth of the next month (3 weeks from due date). If an account is 60 days past the due date, a shut off notice will be mailed. The notice will require payment in full by the last day of the month the notice is generated.
 - 5. Shut off notice is sent out first of the next month (4 weeks from due date). If an account is not brought current by the due date of the shut off notice, the property will be tagged with a Notice to Disrupt Service for Non-Payment, and given 24 hrs. to contact the Utilities Department and bring the account current.
 - 6. Water is shut off within forty eight (48) hours after mailing of shut off notice. (Ord. 02-13, 5-7-2002, eff. 5-7-2002) Water will be shut off within a 5-10 day period of being tagged if no contact is made by the customer to bring the account current.

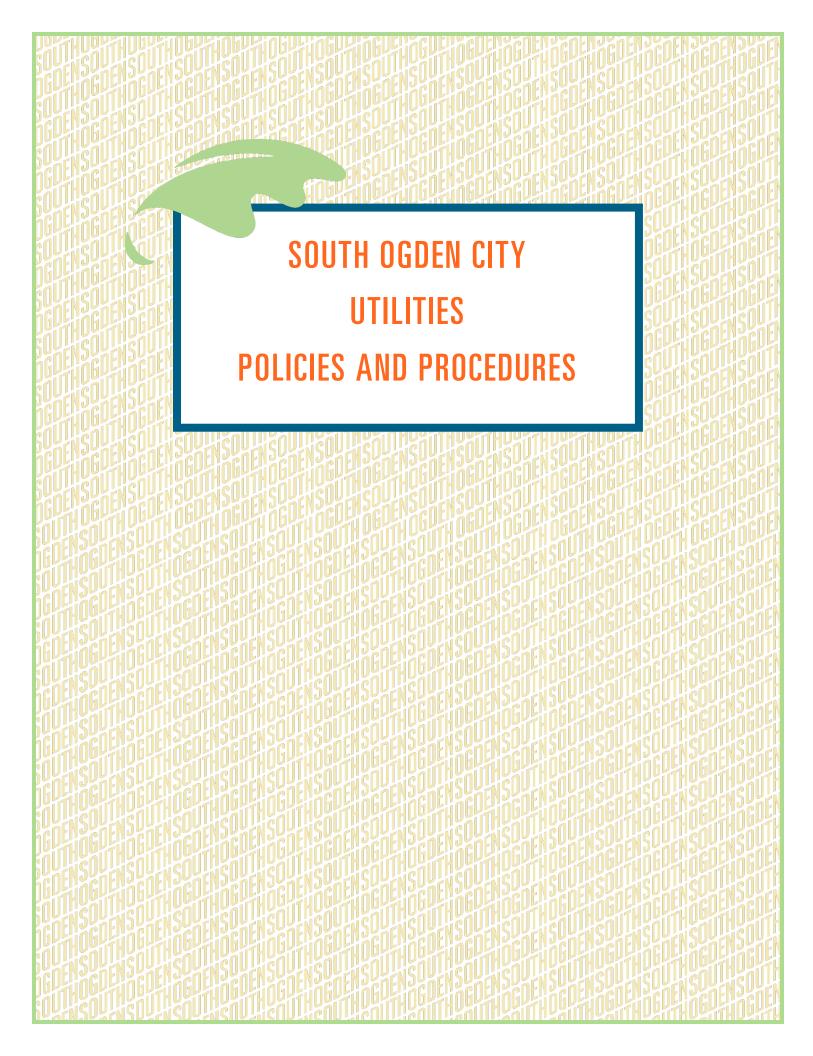
C. Leak Adjustment Policy:

South Ogden City may grant a leak adjustment credit to a customer's utility bill for a major leak in the customer's water system. Adjustments are determined based on the type of leak and if past adjustments have been made. In order to qualify for a leak adjustment, the excess usage must be more than 20 thousand gallons above the normal monthly average, and the adjustment will only be made for the three highest months. The water usage eligible for adjustment is divided in half and then multiplied by the highest usage rate charged for the

leak. Sewer, if eligible, is also calculated in the same manner because sewer is based on water usage.

The following criteria must be met in order to qualify for an adjustment:

- 1. The leak must be repaired within of discovery and a receipt for that repair must be submitted with the leak adjustment request
 - 2. The customer account must be in good standing and must not be in violation of City utility policies in order to qualify for credit.
 - 3. A customer will not be eligible for more than one leak adjustment within a 12-month period and no more than 2 times during the life of the account.



APPLICATION FOR SERVICE

- A. Required: All persons acquiring property in South Ogden City are required to apply for utility services. The effective date for service is the official date of ownership recorded at the Weber County Recorder's Office. Any person(s) who is required to secure services from the Utility Department, when such services are available, will submit an application agreement, which has been vetted by the City Attorney, to the City Treasurer's Office. It is unlawful for any person to access city services without first submitting an application for such services.
- B. Residential Rental Property Owners: In accordance with the provisions of Utah Code Annotated sections 10-7-10 and 10-7-11, and based upon the recommendation of responsible city staff and the city manager, and the findings of the city council, the city shall not be required to furnish water or other city provided utilities for use in any house, tenement, apartment, building, place, premises or lot, whether such water or utilities are for the use of the owner or tenant, unless:
 - 1. An application for utility services shall be made in writing, signed by such owner or his duly authorized agent, in which application such owner shall agree that he will pay for all water and utilities furnished such house, tenement, apartment, building, place, premises or lot according to the ordinances, rules and regulations enacted or adopted by the city; and
 - 2. In the case where an application for furnishing water or other city provided utilities shall be made by a tenant of the owner, the city shall require as a condition of granting the same that such application contain an agreement signed by the owner thereof or his duly authorized agent, to the effect that in consideration of the granting of such application, the owner will pay for all water or other utilities furnished such tenant, or any other occupant of the place named in the application, in case such tenant or occupant shall fail to pay for the same according to the ordinances, rules and regulations enacted or adopted by the city;
 - 3. The city manager is hereby authorized and directed to promulgate such rules and regulations as, in her judgment, shall be reasonable and necessary to give effect to the terms, conditions, requirements and intent of this subsection.

FEES, RATES AND CHARGES

A. The mayor and city council shall enact by ordinance, regulations prescribing connection charges and rates to be charged for the use of water and water systems. These rates will be set forth in the city's consolidated fee schedule, as well as other rules and regulations necessary for the management and control of the water department. None of the facilities afforded by the waterworks system shall be furnished without a reasonable charge being made therefor. In the event that any department, agency or instrumentality of the city shall avail itself of waterworks facilities or services, the reasonable value thereof shall be charged against such department, agency or instrumentality and shall be paid for as the charges accrue. Revenues so derived are deemed to be revenues from the operation of the

waterworks system and will be used and accounted for in the same manner as other revenues derived from the waterworks system.

B. Billing And Collection Procedure For City Water And Utility Services:

- 1. Bill is sent first class U.S. mail to the "responsible party", defined for the purpose of this chapter as the property owner of record, or authorized agent, no later than the 10th of the month.
- 2. Bill is due by the last day of the month.
- 3. Bill is considered "delinquent" 30 days after the due date and incurs a late fee.
- 4. If an account is 60 days past the due date, a shut off notice will be mailed. The notice will require payment in full by the last day of the month the notice is generated.
- 5. If an account is not brought current by the due date of the shut off notice, the property will be tagged with a Notice to Disrupt Service for Non-Payment, and given 24 hrs. to contact the Utilities Department and bring the account current.
- 6. Water will be shut off within a 5-10 day period of being tagged if no contact is made by the customer to bring the account current.

C. Leak Adjustment Policy:

South Ogden City may grant a leak adjustment credit to a customer's utility bill for a major leak in the customer's water system. Adjustments are determined based on the type of leak and if past adjustments have been made. In order to qualify for a leak adjustment, the excess usage must be more than 20 thousand gallons above the normal monthly average, and the adjustment will only be made for the three highest months. The water usage eligible for adjustment is divided in half and then multiplied by the highest usage rate charged for the leak. Sewer, if eligible, is also calculated in the same manner because sewer is based on water usage.

The following criteria must be met in order to qualify for an adjustment:

- 1. The leak must be repaired <u>within of discovery</u> and a receipt for that repair must be submitted with the leak adjustment request.
- 2. The customer account must be in good standing and must not be in violation of City utility policies in order to qualify for credit.
- 3. A customer will not be eligible for more than one leak adjustment within a 12-month period and no more than 2 times during the life of the account.

ORDINANCE NO. 20-09

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING CITY CODE BY DELETING §8-1-2 AND §8-1-3 AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO CREATE NECESSARY ADMINISTRATIVE POLICIES TO ADDRESS UTILITY SERVICES APPLICATION, TERMINATION, AND BILLING PROCEDURES; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

Section 1 - **Recitals**:

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") §10-3-717, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the South Ogden City Council finds that certain changes should be made to the City Code by deleting §8-1-2 and §8-1-3 and authorizing and directing the city manager to create necessary administrative policies to address utility services application, termination, and billing procedures; and

WHEREAS, the City Council finds that certain changes should be made to more effectively manage city-provided utility services and billing issues; and,

WHEREAS, the City Council finds that the requirements should be effective upon passage of this Ordinance; and,

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that the City Code be changed and amended as follows:

Amended Section:

Upon The Adoption Of This Ordinance, §8-1-2 and §8-1-3 are deleted from the City Code, those sections headings are reserved for future use in the City Code, and the City manager is authorized and directed to cause to be created necessary administrative policies to address utility services application, termination, and billing procedures previously set out in the above-cited city code sections.

The foregoing recitals are incorporated herein.

Section 2 - Repealer of Conflicting Enactments:

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

Section 3 - Prior Ordinances and Resolutions:

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

Section 4 - Savings Clause:

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

Section 5 - Date of Effect

City Recorder

This Ordinance shall be effective on the 17th day of March, 2020, and after publication or posting as required by law.

SOUTH OGDEN, a municipal corporation

DATED this 17th day of March, 2020

	by:	
	Mayor Russell Porter	
Attested and recorded		
Leesa Kapetanov, CMC		

ORDINANCE NO. 20-10

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING THE CITY CODE SECTION 10-5.1A-4 ALLOWING NON-RETAIL MANUFACTURING IN THE RIVERDALE ROAD SUBDISTRICT; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

Section 1 - Recitals:

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

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") §10-3-717, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the City Council finds Non-Retail Manufacturing should be permitted within the City; and,

WHEREAS, the South Ogden City Council finds that the location of Non-Retail Manufacturing should be planned and managed for maximum benefit and minimum disruption of City and its residents; and

WHEREAS, the City Council finds that certain changes should be made to existing city ordinances to manage the placement of Non-Retail Manufacturing to permit them within the Riverdale Road Subdistrict; and,

WHEREAS, the City Council finds that South Ogden City Code, at Title 10-5.1 and various sections should be amended by adding new language governing placement of Non-Retail Manufacturing issues and regulations for the city within the Riverdale Road Subdistrict; and,

WHEREAS, the City Council finds that the requirements should be effective upon passage of this Ordinance; and,

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that the City Code be changed and amended:

Amended Section:

Upon the adoption of this Ordinance, Title 10-5.1 of the South Ogden City Code, including Table 4.1(1), is readopted with the changes set out in **Attachment "A"**, which is incorporated herein, to read as indicated.

The foregoing recitals are incorporated herein.

Section 2 - Repealer of Conflicting Enactments:

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

Section 3 - Prior Ordinances and Resolutions:

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

Section 4 - Savings Clause:

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

Section 5 - Date of Effect

This Ordinance shall be effective on the 17th day of March, 2020, and after publication or posting as required by law.

DATED this 17th day of March, 2020.

	SOUTH OGDEN, a municipal corporation
	by: Mayor Russell Porter
Attested and recorded	
Leesa Kapetanov, CMC	_

ATTACHMENT "A"

ORDINANCE NO. 20-10

An Ordinance Of South Ogden City, Utah, Revising And Amending The City Code Section 10-5.1a-4 Allowing Non-Retail Manufacturing In The Riverdale Road Subdistrict; Making Necessary Language Changes To The City Code To Effect Those Changes; And Establishing An Effective Date For Those Changes.

17 Mar 20

TABLE 4.1(1) USES BY SUBDISTRICT

Key:	
P	Permitted
P2	Permitted with development standards
C	Requires a conditional use permit
Blank	Not permitted

		Subdistricts				
Uses	City Center "Core"	City Center "General"	Riverdale Road "General"	40th Street "General"	Edge	
Residential and lodging:						
Residential	P	P	P	P	P	
Hotel and inn	P	P	P	P	P2	
Group living arrangements	С	С	С	С		
Civie:						
Assembly	C	С	С	С	P2	
Transit station	P	P	P	P	P2	
Hospital and clinic	P	P	P	Р		
Library/museum/Post Office (no distribution)	P	P	P	P	С	
Police and fire	С	С	С	C	С	
School	P	P	P	P	P	
Retail:						
Neighborhood retail	P	P	P	P		

	Subdistricts				
Uses	City Center "Core"	City Center "General"	Riverdale Road "General"	40th Street "General"	Edge
General retail	P	С	P		
Outdoor sales lot			С		
Service:					
Neighborhood service	P	P	P	P	
General service	P	С	С		
Vehicle service		С	P2		
Office and industrial:	Ì				
Office	P	P	P	Р	P2
Craftsman industrial -	P2	P2	P		
Non-retail industrial			<u>P2</u>		
Infrastructure:					
Parking lot	P2	P2	P2	P2	
Parking structure	P2	P2	P2	P2	
Utility and infrastructure	С	C	C	С	
Open space	P2	P2	P2	P2	P2
Accessory uses:					
Drive-thru			P2		
Home occupation	P	P	P	P	P
Parking lot	P	P	P	P	
Parking structure	P2	P2	P2	P2	
Outdoor storage of goods		P2	P2		
Temporary outdoor sales lot	P	P	P	P	

		Subdistricts				
Uses	City Center "Core"	City Center "General"	Riverdale Road "General"	40th Street "General"	Edge	
Beer and liquor:						
Class A license ¹	P		P			
Class B license ²	P	P	P	P		
Class C license ³	P	P	P	С		

Notes:

- 1. Class A: Beer and/or liquor served and consumed on or off premises (bar, tavern, microbrewery).
- 2. Class B: Beer and/or liquor sold on premises, but on premises consumption is prohibited (convenience and grocery stores, State liquor stores).
- 3. Class C: Beer and/or liquor may be served with a meal in a restaurant.

(Ord. 19-06, 4-16-2019, eff. 4-16-2019; amd. Ord. 19-08, 6-18-2019, eff. 6-18-2019; Ord. 19-09, 7-2-2019, eff. 7-2-2019)

10-5.1A-4-2(G)

- G. Craftsman Industrial: A use involving small scale manufacturing, production, assembly, and/or repair with little to no noxious byproducts that includes a showroom or small retail outlet that is accessible to the public. Craftsman industrial includes such uses as those found in subsection G3 of this section. This use may also include associated facilities such as offices and small scale warehousing, but distribution is limited. The maximum overall gross floor area is limited to twenty thousand (20,000) square feet, unless otherwise noted. In the subdistricts where a craftsman industrial use is permitted with development standards ("P2"), the following apply:
- 1. A minimum twenty percent (20%) of gross floor area shall be dedicated to a showroom located at the front of the space and is in view of a public right of way.
- 2. Outdoor activities and storage of goods are not permitted.
- 3. Typical craftsman industrial uses:

Apparel and finished fabric products.
Bakery and confections.
Beverages, including beer, wine, liquor, soft drinks, coffee.
Botanical products.
Brooms and brushes.
Canning and preserving food.
Commercial scale copying and printing.
Construction special trade contractors.
Cut stone and cast stone.
Dairy products.
Electrical fixtures.
Electronics assembly.
Engraving.
Fabricated metal products.
Filmmaking.
Furniture and fixtures.
Glass.
Household textiles.
Ice.
Jewelry, watches, clocks, and silverware.
Leather products.
Meat and fish products, no processing.
Musical instruments and parts.

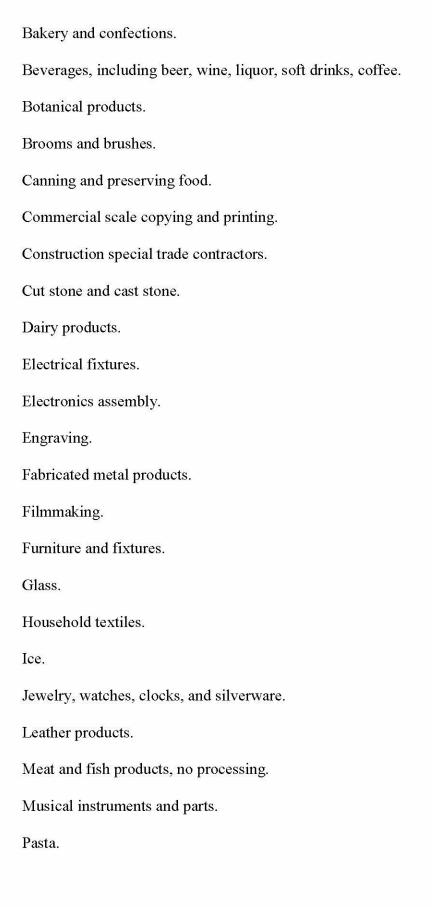
Pasta.
Pottery, ceramics, and related products.
Printing, publishing and allied industries.
Shoes and boots.
Signs and advertising.
Small goods manufacturing.
Smithing.
Taxidermy.
Textile, fabric, cloth.
Toys and athletic goods.
Upholstery.
Woodworking.

10-5.1A-4-2(GM)

GM. Craftsman-Non-Retail Industrial: A use involving small scale manufacturing, production, assembly, and/or repair with little to no noxious byproducts. that includes a showroom or small retail outlet that is accessible to the public. Craftsman-Non-Retail industrial includes such uses as those found in subsection G3M2 of this section. This use may also include associated facilities such as offices and small scale warehousing, but distribution is limited. The maximum overall gross floor area is limited to twenty thousand (20,000) square feet, unless otherwise noted. In the subdistricts where a craftsman industrial use is permitted with development standards ("P2"), the following apply:

- 1. A minimum twenty percent (20%) of gross floor area shall be dedicated to a showroom located at the front of the space and is in view of a public right of way.
- 2.1. Outdoor activities and storage of goods are not permitted.
- 3.2. Typical eraftsman-non-retail industrial uses:

Apparel and finished fabric products.



Pottery, ceramics, and related products.

Printing, publishing and allied industries.

Shoes and boots.

Signs and advertising.

Small goods manufacturing.

Smithing.

Taxidermy.

Textile, fabric, cloth.

Toys and athletic goods.

Upholstery.

Woodworking.

TABLE 8.2(2) REQUIRED OFF STREET VEHICULAR PARKING

Use	Required Vehicle Space		
esidential:			
Single-family, all sizes, or multi-family, 1 bedroom	1.5 per dwelling unit		
Multi-family, 2 bedrooms	2 per dwelling unit		
Multi-family, 3 or 3+ bedrooms	2 per dwelling unit		
Hotel and inn	1 per room and 1 per 200 square foot office and dining room		
Residential care	0.33 per unit and 0.66 per employee		

ivic/institutional:			
Assembly	1 per 5 seats		
Transit station	Per city manager or designee		
Hospital	0.20 per bed and 0.66 per employee		
Library/museum/post office (no distribution)	1 per 600 square feet		
Police and fire	Per city manager or designee		
Post office (distribution)	1 per 400 square feet		
School:			
Pre-K to junior high	1 per classroom and 1 per 200 square foot office		
High school, higher education	1 per classroom, 1 per 200 square foot office, and 0.17 per student		
etail:			
Neighborhood retail	1 per 300 square feet		
General retail	1 per 300 square feet		
Outdoor sales lot	1 per 250 square feet of sales area, with 1 per 10 vehicle display		
ervice:			
Neighborhood service	1 per 250 square feet		
General service	1 per 250 square feet		
Eating and drinking establishments	1.0 per 3 seats plus ¹ / ₃ number of employees		
Vehicle services	2 per service bay and 1 per 200 square feet of retail		
office and industrial:			
Neighborhood, general office	1 per 300 square feet		
Craftsman industrial	1 per 1,000 square feet of production space and 1 per 500 square feet of retail space		
Non-retail industrial	1 per 1,000 square feet of production space		

Open space and recreation:		
Open space and recreation	Per city manager or designee	

SOUTH OGDEN CITY

ORDINANCE NO. 20-11

AN ORDINANCE DISSOLVING THE 40^{TH} STREET COMMUNITY REINVESTMENT PROJECT AREA AND RENOUNCING SOUTH OGDEN CITY'S ADOPTION OF THE PROJECT AREA PLAN FOR THE 40^{TH} STREET COMMUNITY REINVESTMENT PROJECT AREA

- **WHEREAS**, the South Ogden City Community Development and Renewal Agency (the "**Agency**") and South Ogden City adopted a Community Reinvestment Project Area Plan (the "**Project Area Plan**") for the 40th Street Community Reinvestment Project Area (the "**Project Area**") pursuant to the Utah Limited Purpose Local Government Entities Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated ("**UCA**") and its predecessor statutes (the "**Act**"), on March 5, 2019 via Ordinance No. 19-04; and
- **WHEREAS**, the Agency has adopted a resolution dissolving the Project Area and renouncing its adoption of the Project Area Plan; and
- **WHEREAS**, UCA § 17C-1-702(1)(b) of the Act mandates that the Project Area remains in existence until the community legislative body adopts an ordinance dissolving the Project Area; and
- **WHEREAS**, the City Council of South Ogden City desires to dissolve the Project Area and renounce its adoption of the Project Area Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of South Ogden as follows:

- 1. South Ogden City hereby dissolves the 40th Street Community Reinvestment Project Area, the boundaries of which are shown and described on the legal description and map attached hereto as **Exhibit A** and incorporated herein by this reference.
- 2. South Ogden City hereby renounces its adoption of the 40th Street Community Reinvestment Project Area Plan, as renounced by the Agency on this same date.
- 3. City and Agency staff are hereby authorized and directed to take all actions necessary to dissolve the Project Area pursuant to UCA § 17C-1-702.
- 4. All orders, ordinances, and resolutions regarding the subject matter of this ordinance that have been adopted by the City, or parts, which conflict with this ordinance, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order, or resolution, or part, that has been previously repealed.

- 5. The body and substance of any and all prior ordinances and resolutions, with their specific provisions, where not otherwise in conflict with this ordinance, are reaffirmed and readopted.
- 6. If any provision of this ordinance shall be held or deemed or shall be invalid, inoperative, or unenforceable, such reason shall not have the effect of rendering any other provision or provisions invalid, inoperative, or unenforceable to any extent whatsoever, this ordinance being deemed the separate, independent, and severable act of the City Council of South Ogden City.
- 7. This ordinance takes effect upon its publication and recording, but not sooner than 15 days from this date.

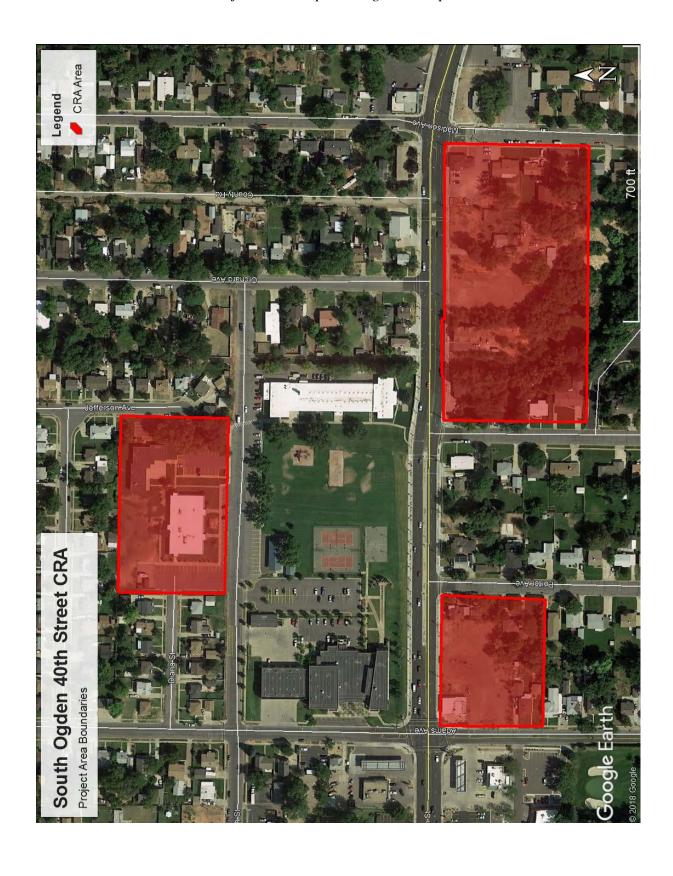
DATED this 17th day of March, 2020.

City Recorder

	Russell L. Porter, Mayor	
Attested and recorded:		
Leesa Kapetanov, CMC		

EXHIBIT A

Project Area Map and Legal Description



South Ogden 40th Street CRA Legal Description

Beginning at the Southwest corner of Lot 42 of the R.C. Hunter Subdivision No.2 said point being North 88°42'56" West 350.44 feet and North 01°17'04" East 33.00 feet from the monument found at the intersection of 39th South Street and Orchard Avenue (basis of bearings is North 88°42'56" West 1919.80 feet between the monument found in 39th South Street and Orchard Avenue and the ring and lid, no monument in 39th South Street and Washington Boulevard) said point of beginning also being North 01°10'52" East 479.38 feet and North 88°42'56" West 1,885.21 feet from the South Quarter corner of said Section 4; running thence North 88°42'56" West 446.40 feet along the North right-of-way line of said 39th South Street to the Southeast corner of Lot 29 of the R.C. Hunter Subdivision No. 1; thence the following four (4) courses and distances along said subdivision; (1) North 01°17'04" East 104.60 feet to a point of non-curvature with a 40.00' radius curve to the left, (2) 182.26 feet along the arc of said curve through a central angle of 261°04'18': (chord bears North 01°17'04" East 60.80 feet) (3) North 01°17'04" East 109.60 feet; (4) South 88°42'56" East 445.40 feet to the West line of said R.C. Hunter Subdivision No. 1; thence South 01°17'04" West 197.50 feet along said West line to the Northwest corner of Lot 44 of said subdivision; thence the following two (2) courses and distances along said lot; (1) South 88°42'56" East 1.00 feet, (2) South 01°17'04" West 77.50 feet to the point of beginning.

Also,

Beginning at a point on the South line of 40th Street 264.5 feet East of the Southeast corner of 40th Street and Adams Avenue (said point being 33 feet South and 258.3 feet East from the Northwest corner of Northwest Quarter of Sec. 9, Township 5 North, Range 1 West, SLBM), running thence South along the West right-of-way line of Porter Avenue 261 feet to the Southeast corner of Parcel No. 060830012; thence West 312.46 feet to the Southwest corner of Parcel No. 060830005; thence North along the East right-of-way line of Adams Avenue 255.5 feet to the Northwest corner of Parcel No. 060830001; thence East along the South right-of-way line of 40th Street 313 feet to the point of beginning.

Also,

Beginning at a point that is South 89°27′19″ East 1,441.95 feet along the North line of the Northwest Quarter of Sec. 9, Township 5 North, Range 1 West, SLBM, and South 00°32′41″ West 32.39 feet from the Northwest corner of said Northwest Quarter; thence South along the West right-of-way line of Madison Avenue 382.39 feet to the Southeast corner of Parcel No. 060840016; thence West 704.37 feet to the Southwest corner of Parcel No. 060840007; thence North along the East right-of-way line of Jefferson Avenue 370 feet to the Northwest corner of Parcel No. 060840005; thence East along the South right-of-way line of 40th Street 704.33 feet to the point of beginning.

Resolution No. 20-02

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN OPERATING AGREEMENT WITH NEUTRON HOLDINGS, INC. DBA "LIME" FOR THEIR LIME SCOOTERS PROGRAM, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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

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

WHEREAS, the City Council finds it necessary to address certain alternative transportation needs within the city through the operation of a Lime Scooters operational program; and,

WHEREAS, the City Council finds that the city staff recommends that the city adopt the Operations Agreement with Neutron Holdings and their Lime Scooters operational program to fully address those needs on behalf of the citizens of the City; and,

WHEREAS, the City Council finds that Neutron Holdings has the ability to provide for unique transportation services to meet the city's and residents' needs through their Lime Scooters operational program; and,

WHEREAS, the City Council finds that City now desires to further those ends by approving an Operations Agreement with Neutron Holdings to provide such services; and,

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

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

SECTION II - CONTRACT AUTHORIZED

That The "Interim Operating Agreement" With Neutron Holdings, Inc. dba "Lime" For The Lime Scooters Operational Program Within The City, Attached Hereto As Attachment "A" And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 17th day of March, 2020, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 17th day of March, 2020.

	SOUTH OGDEN CITY
	Russell Porter
	Mayor
ATTEST:	
Leesa Kapetanov, CMC City Recorder	

ATTACHMENT "A"

RESOLUTION NO. 20-02

Resolution Of South Ogden City Approving An Operating Agreement With Neutron Holdings, Inc. dba "Lime" For Their Lime Scooters Program, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

17 Mar 20

INTERIM OPERATING AGREEMENT

This Interim Operating Agreement (the "Agreement") is entered into by and between Neutron Holdings, Inc. dba "Lime", located at 85 2nd Street, 1st Floor, San Francisco, CA 94105 ("Company"), and South Ogden City, a Utah municipal corporation located at 3950 Adams Ave., South Ogden, UT, 84403 (the "City") as of March 17, 2020 (the "effective date"), shall remain in effect for a period of ninety (90) days, and shall automatically renew for successive one month terms thereafter unless terminated by either party.

1. Definitions:

For purposes of this agreement, the following terms have the meanings provided.

Frontage zone: means the area where the façade of a building is located fronting the street and the space immediately adjacent to the building, where doors, street display of goods and sidewalk dining may be located.

Furniture zone: means the hard surface area between the back of curb and the pedestrian clear zone, where street furniture and amenities such as lighting, trees, utility poles, bicycle parking and transit stops may be located.

Landscape strip: means the area between the back of curb and the pedestrian clear zone that is not hard surfaced.

Paved shoulder: means the paved area of a street between the travel lane and the curb or, if there is no curb, the edge of pavement.

Pedestrian clear zone: means the primary dedicated and accessible pathway that runs parallel to the street and that is no less than 6 feet wide. If a sidewalk is six feet wide or less, the pedestrian clear zone is the entire width of the sidewalk.

Site triangle: means that portion of a street corner lying within a triangular area formed by measuring back along each of the curb lines to a point forty feet from the intersection of said curb lines, and then connecting the points thus established with a third line.

Shared Personal Transportation Device: means a stand-up electric scooter, a bicycle or an electric assisted bicycle

Stand-up electric scooter: means a device with no more than two ten-inch or smaller diameter wheels that has handlebars, is designed to be stood upon, and is powered by an electric motor that is capable of propelling the device with or without human propulsion at a speed no more than twenty (20) miles per hour on a paved level surface.

2. Statement and Purpose

The purpose of this Agreement is to establish interim rules and regulations governing the operation of Shared Personal Transportation Devices (SPTD) within the City and to ensure that mobility sharing systems are consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public right-of-way.

3. Scope

This Agreement applies to Company's proposed deployment of an SPTD sharing system within the City's jurisdictional boundaries. Nothing in this Agreement requires Company to deploy a particular type of SPTD or to deploy SPTDs in a particular location.

4. Fees

As compensation for the use of the right-of-way for parking of SPTDs, Company shall pay City ten cents (\$ 0.10) per ride rental within the City. Payments under this section will be made on a monthly basis. This fee shall be in addition to, and not in lieu of, any business license or other applicable fee or charge.

5. Procedures

- (a) Within 15 days of the effective date of this Agreement, the Company shall provide an affidavit of compliance with the rules in this Agreement until Operating Regulations are formally promulgated.
- (b) City shall establish Operating Regulations governing the operation of SPTD sharing systems. Company shall be required to comply with this Agreement and with the Operating Regulations as they may be amended from time to time.
- (c) If there is a conflict between the Operating Regulations and the terms of this Agreement, the Operating Regulations shall take precedence.

6. Operating Regulations

- (a) Each SPTD shall have a unique identifying number that is readily visible to a rider or any member of the public.
- (b) Company shall provide easily visible contact information, including toll-free phone number and e-mail address on each SPTD for City employees and/or members of the public to make relocation requests or to report other issues with devices.
- (c) Company shall not allow any 3rd party advertising on its SPTDs.
- (d) City may, at any time and at City's sole discretion, amend operating regulations, parking guidelines and operations requirements if those amendments are uniform for all providers of SPTDs in the City. City shall provide Company with thirty (30) days prior written notice to comment on such amendments prior to the effective date of the amended regulation.

7. Deployment and Parking Guidelines

Company acknowledges and understands the following rules for Company's deployment of SPTDs and where riders may park SPTDs. While Company is not responsible for the decisions of its customers in parking an SPTD at the end of a rental, Company will provide notice to its customers with the following parking rules.

- (a) Locations where deployment and parking is **NOT** allowed:
 - (1) SPTDs shall not be parked in the landscape strip nor shall they be parked in the furniture zone directly adjacent to or within the following areas, such that access is impeded (access is presumed to be impeded if the scooter is within five feet of any of these areas):
 - (A) Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - (B) Loading zones;
 - (C) Disabled parking zone;
 - (D) Street furniture that requires pedestrian access (for example benches, parking pay stations, bus shelters, transit information signs, etc.);
 - (E) Curb ramps;
 - (F) Entryways; and
 - (G) Driveways.
 - (2) SPTDs shall not be parked in the frontage zone or in a manner that would impede or interfere with the reasonable access to or from any building.
 - (3) SPTDs shall not be parked in the sight triangle of an intersection or within 15 feet of a street corner pedestrian ramp.
 - (4) SPTDs shall not be parked in such a manner as to block the pedestrian clear zone of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench or shelter; or utility pole or box.
 - (5) SPTDs shall not be parked on a street in a location where vehicle parking is limited to 15 minutes or less or where parking is otherwise prohibited, such as in a no parking zone or adjacent to a red painted curb.
- (b) Locations where deployment and parking **IS** allowed:
 - (1) SPTDs shall be parked upright on hard surfaces and, except as provided in subsections 7.B.(2)(b) and (c), in the furniture zone of the sidewalk, including beside a bicycle rack or in another area specifically designated for bicycle parking; provided that an SPTD does not interfere with the reasonable use of the bicycle rack.
 - (2) SPTDs may be parked in an **on-street space** designated for vehicle parking only under the following circumstances:
 - (A) When City has marked parking spaces as officially designated stations for the SPTD program;
 - (B) Where the furniture zone is less than three feet wide;
 - (C) Where there is a landscape strip without a furniture zone;
 - (D) In neighborhoods with rolled curbs, or with inadequate sidewalk space;
 - (E) In marked parking spaces designated for motorcycles.
 - (3) SPTDs may be parked on blocks without sidewalks only if the paved shoulder is at least eight feet wide, the scooter is not parked adjacent to a red painted curb and the scooter does not impede pedestrian traffic.

(c) Parking outside of City Right of Way: To the extent Company desires to deploy or have its customers park SPTDs in areas other than the public right-of-way (e.g. parks, plazas, parking lots, private property, or transit stations), the Company must first obtain the right to do so from the appropriate City department, property owner, or public agency and shall communicate this right to riders through signage or other notification approved by the respective entity and/or through a mobile or web application.

8. Operations

- (a) Company shall maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or to ask questions.
- (b) Company will implement a marketing and targeted community outreach plan at its own cost or, at City's request Company shall pay an in-lieu fee to the City to provide these services, to promote the proper and safe use of SPTD sharing citywide.
- (c) If a safety or maintenance issue is reported for a specific device, that SPTD shall be made unavailable to riders and shall be removed within the timeframes provided herein. Company shall repair any inoperable or unsafe SPTD before it is put back into service.
- (d) Company shall respond to requests for rebalancing, reports of incorrectly parked SPTDs, or reports of unsafe/inoperable SPTDs by relocating, re-parking, or removing the SPTDs, as appropriate, usually within 2 hours, but later than 4 hours, of receiving notice.
- (e) Company shall remove all SPTDs from the right-of-way during times that a winter storm warning or winter weather advisory is in effect for the Ogden, Utah area when issued by the National Weather Service.
- (f) An SPTD may be removed by City crews and taken to a City facility for storage at the expense of the Company if the SPTD is:
 - i. not relocated, re-parked, or removed within the timeframe specified in Subsection 8(d) or 8(e); or
 - ii. parked in one location for more than 72 hours without moving.
- (g) Company shall reimburse City for any costs incurred in abating any violations of this Agreement, including costs incurred under Section 8(f), or costs of repair or maintenance of public property within 30 days of receipt of an invoice detailing such costs.
- (h) Company shall provide notice to all riders by means of signage and through a mobile or web application that:
 - (1) SPTDs are to be primarily ridden on streets, and where available, in bike lanes and bike paths;
 - (2) SPTDs are to stay to the right of street lanes and, where bike lanes are available, SPTDs should be operated in the bike lane and to offer the right of way to bicycles on bike lanes and bike paths;
 - (3) Helmets are strongly recommended for all riders;
 - (4) Riders shall yield to pedestrians;
 - (5) SPTDs are to be operated in accordance with rules applicable to pedestrians when crossing through crosswalks when vehicular traffic does not have the right of way;
 - (6) Parking must be done in designated areas; and
 - (7) Riding responsibly is encouraged.

- (i) SPTD riders are required to take a photo and submit the photo to Company whenever they park their scooter at the end of a ride.
- (j) Company shall provide education to SPTD riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.
- (k) Company will collaborate with City to address areas where SPTDs are observed to routinely either be in violation of any term of this Agreement or to where demand for SPTDs shows that additional operational changes may be needed.
- (l) Company shall begin operations with a fleet size of not more than 100 SPTDs. Company is permitted to increase its fleet size in increments of up to 25 scooters at a time in the event that Company's fleet provides on average more than three rides per SPTD per day. City may require Company to reduce its fleet size on a monthly basis in the event Company's fleet provides on average less than one rider per SPTD per day. Company shall provide City with data on at least a monthly basis to determine and demonstrate the utilization rate of scooters in the Company fleet.

9. Data Sharing.

Company shall provide City with anonymized fleet and ride activity data for completed trips starting or ending within City on a SPTD owned by Company or of any person or company controlled by, controlling, or under common control with Company, provided that, to ensure individual privacy the trip data:

- (i) is provided via an application programming interface, subject to Company's license agreement for such interface, in compliance with a national data format specification;
- (ii) provided shall be treated as trade secret and proprietary business information, and may not be shared to third parties without Company's consent, and may not be treated as owned by City; and
- (iii) shall be considered private information, and, pursuant to Utah Code section 41-6a-1115.1, may not be disclosed under Title 63G, 806 Chapter 2, Government Records Access and Management Act, pursuant to a public records request received by City without prior aggregation or obfuscation to protect individual privacy.

10. Contact Information.

The official addresses for providing notice to each party is as follows, and may be changed at any time by providing notice to the other party:

Company:

Neutron Holdings, Inc. 85 2nd Street, 1st Floor San Francisco, CA 94105

City:

South Ogden City 3950 Adams Ave. South Ogden, UT, 84403 The parties intend that much of the coordination and implementation of the terms of this Agreement will not require official notice. Contact information for such matters are as follows:

Company:

Jonathan Hopkins (360) 957-5468 Nate Currey (720) 579-8080

City:

Matt Dixon, City Manager (801) 622-2702 Darin Parke, Police Chief (801) 622-2801

11. Amendments

This agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written and executed by duly authorized representatives of the parties.

12. Relationship with City.

- (a) Nothing in this Agreement creates a joint venture, partnership or other joint business relationship between Company and City.
- (b) The City reserves the right to suspend or terminate Company's use of City right of way under this Agreement at any time. Suspension may be for part or all of Company's fleet of SPTDs or for part or all areas within the City. Upon termination under this section, Company shall remove its entire fleet of SPTDs from City streets within 30 days.
- (c) This agreement may be terminated, by either party, for any reason, or for no reason, prior to the expiration date, upon delivery of at least thirty (30) days' written notice to the receiving party prior to the intended date of termination.

13. Indemnification

Company agrees to indemnify, save harmless, and defend City, its elected officials, agents and employees, from all claims, liens, costs, including reasonable attorney fees, losses, or damages (collectively, "Claims"), brought against City and arising out of a negligent act, error, omission, or willful misconduct by Company or Company's employees, except to the extent the claims, demands, costs, losses, or damages arise out of City's negligence or willful misconduct.

14. Insurance

- (a) Company shall provide City with proof of insurance coverage including:
- (1) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence;
- (2) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence;

- (3) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence; and
- (4) where Company employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement. Company may satisfy the minimum liability limits required for Commercial General Liability or Commercial Automobile Liability under an Umbrella or Excess Liability policy.
- (b) Company shall name City, its employees and elected officials as an additional insured on all insurance liability policies.
- (c) In any liability release or waiver executed by a customer who rents an SPTD, Company shall include City, its employees and elected officials, as persons or entities included in such release or waiver.

15. Waiver

City's decision or failure to insist upon strict performance of any provision of this Agreement on one or more occasions shall not constitute a waiver of such provision by the City, nor shall the City relinquish any rights it may have under this Agreement to require performance of such conditions in the future.

16. Severability

Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

17. Governing Law

This Agreement and the performance hereunder shall be governed by the laws of the State of Utah and any litigation under this Agreement shall take place in the Second District Court, Weber County, State of Utah.

18. Integration

This Agreement contains the entire and integrated agreement of the Parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducement, or understandings between the Parties and not contained herein shall be of any force or effect.

19. No Presumption

This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either City or Company. Each Party represents and warrants to the other Party that it has been represented by, and has had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Agreement.

20. Further Acts

In addition to the acts and laws recited herein and contemplated to be performed, executed, and delivered by City and Company, City and Company agree to perform, execute, and deliver or cause to be performed, executed, and delivered any and all such further acts, laws and assurances as may be necessary to consummate the transactions contemplated hereby.

21. Non-liability of City or Agency Officials and Employees.

No member, official, or employee of City shall be personally liable to Company, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Company, or its successor, or on any obligation under the terms of this Agreement

22. Governmental Immunity.

Nothing in this Agreement shall be deemed to constitute or imply a waiver, modification or alteration of the caps or limitations on liability or privileges, immunities or other protection available to a city under the Utah Governmental Immunity Act or such other statutes or laws affording governmental agencies caps or limitations on liability or privileges, immunities or other protections.

23. Authority and Consent.

The Parties represent and warrant that each has the right, legal capacity and authority to enter into, and perform its respective obligations under this Agreement, and that no approvals or consents of any other person, other than the respective Party, are necessary.

Neutron Holdings, Inc. dba "Lime"	South Ogden City, a Utah Municipal Corporation
By: Jessie Lucci	By: Matthew Dixon
Its: Regional General ManagerWest	Its: City Manager
	Attest:

Resolution No. 20-03

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN OPERATING AGREEMENT WITH STAKER PARSONS COMPANIES FOR THE OAKWOOD/CRESTWOOD ROAD PROJECT, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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

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

WHEREAS, the City Council finds it necessary to address certain road project needs within the city; and,

WHEREAS, the City Council finds that the city staff recommends that the city approve the Agreement with Staker Parsons Companies to fully address those road project needs, specifically the Oakwood/Crestwood road project, on behalf of the citizens of the City; and,

WHEREAS, the City Council finds that Staker Parsons Companies has the ability to fully address those road project needs, specifically the Oakwood/Crestwood road project, on behalf of the citizens of the City; and,

WHEREAS, the City Council finds that City now desires to further those ends by approving an Agreement with Staker Parsons Companies to provide such services; and,

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

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

SECTION II - CONTRACT AUTHORIZED

That The "Contract Agreement" With Staker Parsons Companies For The Oakwood/Crestwood Road Project Within The City, Attached Hereto As Attachment "A" And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 17th day of March, 2020, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 17th day of March, 2020.

	SOUTH OGDEN CITY		
	Russell Porter		
	Mayor		
ATTEST:			
Leesa Kapetanov, CMC			
City Recorder			

ATTACHMENT "A"

RESOLUTION NO. 20-03

Resolution Of South Ogden City Approving An Operating Agreement With Staker Parsons Companies For The Oakwood/Crestwood Road Project, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

17 Mar 20

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **Staker Parson Companies** (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

The work consists of reconstruction 12,300 s.y. of road surface including: removal of existing asphalt, road base and sub-grade material; installation and compaction of granular barrow, untreated base course, and hot mix asphalt; removal and replacement of 300 l.f. of curb and gutter, 400 l.f. of concrete sidewalk. The work also includes the replacement of culinary water service laterals, valves and fire hydrants and 3,400 l.f. of culinary waterline, installation of 400 l.f. ofland drain pipe and all other related items and appurtenances as directed in the Contract Documents.

ARTICLE 2 - THE PROJECT

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

OAKWOOD, CRESTWOOD, AND MAPLEWOOD STREETS REBUILD PROJECT

ARTICLE 3 - ENGINEER

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

ARTICLE 4 - CONTRACT TIMES

- 4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Dates for Completion and Final Payment:* The Work specified in the Contract Documents shall be completed within 90 days following the Notice to Proceed.
- 4.03 Liquidated Damages: CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for completion until the Work is accepted.

ARTICLE 5 - CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	Quantity	<u>Unit</u>	Unit Price	Amount
	Mobilization:		L.S.	\$48,000.00	\$48,000.00
2	Furnish & Install Storm Water BMPs and comply with the Requirements of the Site Storm Water Pollution Prevention Plan:		L.S.	\$18,000.00	\$18,000.00
3	Traffic Control and Barricades;		L.S.	\$5,000.00	\$5,000.00
4	Pre-lower and Raise Existing Valve Box:	6	Each	\$700.00	\$4,200.00
5	Pre-lower and Raise Existing Manhole:	28	Each	\$1,025.00	\$28,700.00
6	Remove and Dispose of Full Width and Depth of Existing Asphalt:	1,500	C.Y.	\$23.00	\$34,500.00
7	Remove and Dispose of Existing Unsuitable Subgrade Material:	6,500	C.Y.	\$16.00	\$104,000.00
8	Remove and Dispose of Existing Subgrade Material for Soft Spot Repair:				
9	Furnish and Install Hot Mix Asphalt (H.M.A.):	1,220	C.Y.	\$18.00	\$21,960.00
10	Furnish and Install Untreated Base Course (Road Section Only):	2,600	Tons	\$59.00	\$153,400.00
11	Furnish and Install 3" Minus Crushed Granular Barrow (Road Section Only):	4,000	Tons	\$23.00	\$92,000.00
12	Furnish and Install 3" Minus Crushed Granular Barrow for Soft-Spot Repair:	7,650	Tons	\$18.00	\$137,700.00
13	Furnish and Install 1-1/2" Crushed Trench Stabilization Rock:	2,275	Tons	\$19.00	\$43,225.00
14	Furnish and Install 6" Minus Crushed Road Subgrade Stabilization Rock:	1,000	Tons	\$37.00	\$37,000.00
15	Furnish and Install Granular Trench Backfill Between Pipe Zone and Subgrade Elevation:				
16	Furnish and Install Geotextile Fabric (Mirafi 600X or Equal):	1,800	Tons	\$18.00	\$32,400.00
17	Furnish and Install Geotextile Fabric for Soft Spot Repair (Mirafi 600X or Equal):	2,275	Tons	\$28.00	\$77,700.00
18	Furnish and Install Geogrid (Mirafi RS280i or Equal):	12,500	S.Y.	\$0.75	\$9,375.00
19	Furnish and Install Pedestrian Access Ramp:	3,675	S.Y.	\$0.75	\$2,756.25
		1,925	S.Y.	\$3.20	\$6,160.00
		2	Each	\$1,570.00	\$3,140.00

20	Remove and Replace Existing Pedestrian Access Ramp:	8	Each	\$2,100.04	\$16,800.32
21	Remove and Replace Concrete Curb and Gutter:	300	L.F.	\$47.25	\$14,175.00
22	Remove and Replace Existing 4" Thick Concrete Sidewalk:	310	L.F.	\$42.00	\$13,020.00
23	Remove and Replace Existing 6" Thick Concrete Sidewalk:				
24	Remove Existing Radius Drive Approach. Furnish and Install Drop Down Drive Approach:	68	L.F.	\$47.00	\$3,196.00
25	Remove and Replace Existing Concrete Driveway Transitions (6" Thick):	1,225	S.F.	\$11.50	\$14,087.50
26	Furnish and Install 6" Diameter RigidPerforated PVC Pipe w/Drain Rock and Filter Fabric:	1,225	S.F.	\$11.50	\$14,087.50
27	Furnish and Install 4" Diameter SDR-35 PVC Land Drain Service Lateral w/End Cap:	440	L.F.	\$28.00	\$12,320.00
28	Furnish and Install 15" Diameter RCP:	4	Е 1	Ф000 00	Φ2 <00 00
20	Furnish and Install 30" Diameter Clean-out	4	Each	\$900.00	\$3,600.00
29	Manhole w/Ring, Cover and Concrete Collar (3'-4' Depth):	80	L.F.	\$108.00	\$8,640.00
30	Remove and Dispose of Existing Storm Drain Junction Box. Furnish and Install 5' Diameter Storm Drain Manhole w/Ring, Cover and Concrete Collar (4-5 Feet) Depth:	4	Each Each	\$1,650.00 \$3,300.00	\$6,600.00 \$3,300.00
31	Remove and Replace Existing Storm DrainInlet Frame and Grate:	3	Each	\$1,570.00	\$4,710.00
32	Furnish and Install Storm Drain Inlet Box w/Frame and Grate:		Б. 1	0.4.400.00	0.4.400.00
33	Furnish and Install 8" Diameter C900 DR 18 PVC Pipe:		Each	\$4,400.00	\$4,400.00
34	Furnish and Install 8" Diameter D.I. M.J. 8"x8" Cross w/Joint Restraints:	3,410	L.F.	\$57.00	\$194,370.00
35	Furnish and Install 8" Diameter D.I. M.J. 8" Through x 8" Branch Teew/Joint Restraints:		Each	\$1,580.00	\$1,580.00
36	Furnish and Install 8" Diameter D.I. M.J. 45 Degree Bend w/Joint Restraints:	4	Each	\$1,500.00	\$6,000.00
37	Furnish and Install 8" Diameter D.I. M.J. 22.5 Degree Bend w/Joint Restraints:	12	Each	\$980.00	\$11,760.00
38	Furnish and Install 8" Diameter D.I. M.J. 11.25 Degree Bend w/Joint Restraints:		End	фооо оо	Φ <i>F</i> 000 00
39	Furnish and Install 8" Diameter D.I. M.J. End Cap w/Joint Restraints:	6	Each	\$980.00	\$5,880.00
40	Furnish and Install 8" Diameter Transition Coupler:	3	Each	\$980.00	\$2,940.00
		3	Each	\$1,000.00	\$3,000.00
		3	Each	\$1,000.00	\$3,000.00

41	Furnish and Install 8" Culinary Waterline Loop (All Joints Restrained):	2	L.S.	\$4,400.00	\$8,800.00
42	Abandon Existing Waterline In-place by Plugging Tapped Openings and Placing Concrete Plugs at Open Ends:		L.S.	\$7,000.00	\$7,000.00
43	Remove and Replace Existing 3/4" Culinary Water Service Lateral (12' to 16' Length):	14	Each	\$1,600.00	\$22,400.00
44	Remove and Replace Existing 3/4" Culinary Water Service Lateral (8' to 12' Length):				
45	Remove Existing Meter Box and Replace with 18" Diameter HDPE Meter Box:	39	Each	\$1,400.00	\$54,600.00
46	Remove and Dispose of Existing Valve, Valve Box, and Concrete Collar:	25	Each	\$1,100.00	\$27,500.00
47	Furnish and Install 8" D.I. M.J. Valve, Valve Box, and Concrete Collar:	5	Each	\$240.00	\$1,200.00
48	Remove and Replace Existing Fire Hydrant Assembly:	10	Each	\$2,700.00	\$27,000.00
49	Furnish and Install Fire Hydrant City Standard Fire Hydrant Assembly:	5	Each	\$6,800.00	\$34,000.00
50	Furnish and Install Fire Hydrant Assembly No.1:				
51	Furnish and Install Fire Hydrant Assembly No.2:		Each	\$6,700.00	\$6,700.00
52	Restore Landscaping, Sod and Repair Sprinklers:		Each	\$6,700.00	\$6,700.00
53	Remove and Dispose of Existing Tree and Stump (24" Caliper):		Each	\$6,700.00	\$6,700.00
54	Remove and Dispose of Existing Tree and Stump (30" Caliper):	3,800	S.F.	\$4.50	\$17,100.00
55	Remove and Replace Existing Mailbox:		Each	\$2,500.00	\$2,500.00
TOTAL	OF ALL UNIT DRIGES ONE MILLION FOL	in illiminni	Each	\$2,600.00	\$2,600.00
	OF ALL UNIT PRICES ONE MILLION FOU				
HUNDE	RED SIXTY-TWO DOLLARS AND 57/100 {\$1,	4 <i>5</i> 4, 56 2.57).	Each	\$220.00	\$3,080.00

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

ARTICLE 6 - PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the <u>15th</u> day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

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

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

- B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).
- 2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.
- 6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 18 per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
 - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, 'investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Bid Bonds:
 - 5. Engineering General Conditions;
 - 6. Supplementary Conditions;
 - 7. Specifications as listed in the table of contents of the Project Manual;
 - 8. Bid Form;
 - 9. Drawings as listed in the table of contents of the Project Manual;
 - 10. Addenda Nos.l and 2;
 - 11. Exhibits this Agreements;
 - 1. Notice to Proceed;
 - 2. CONTRACTOR' s Bid;
 - 3. Documentation submitted by the CONTRACTOR prior to the Notice of Award;
 - 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

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

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

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms:* Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.

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

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

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

10.05 *Waiver*: **Owner**'s decision or failure to insist upon strict performance of any provision of this Agreement on one or more occasions shall not constitute a waiver of such provision by the **Owner**, nor shall the **Owner** relinquish any rights it may have under this Agreement to require performance of such conditions in the future.

<u>Severability</u>: Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

Governing Law: This Agreement and the performance hereunder shall be governed by the laws of the State of Utah and any litigation under this Agreement shall take place in the Second District Court, Weber County, Utah.

Integration: This Agreement contains the entire and integrated agreement of the Parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducement, or understandings between the Parties and not contained herein shall be of any force or effect.

No Presumption: This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either **Owner** or **Contractor**. Each Party represents and warrants to the other Party that it has been represented by, and has had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Agreement.

each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf. This Agreement will be effective on _______, 2020, (which is the Effective Date of the Agreement). OWNER: **CONTRACTOR:** SOUTH OGDEN CITY CORPORATION STAKER PARSON COMPANIES By:_____ CORPORATE SEAL CORPORATE SEAL Attest______ Attest Address for giving notices: Address for giving notices: (If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign) Designated Representative: Name: _________ Title:

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart

Phone:_____

Phone:



NOTICE AND AGENDA (Amended)

SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING TUESDAY, MARCH 17, 2020 — 6:00 P.M.

Notice is hereby given that the South Ogden City Community Development and Renewal Agency Board will hold a meeting on, Tuesday, March 17, 2020 beginning at 6:00 p.m.; however, due to recently enacted emergency protocols by Mayor Porter due to the COVID-19 virus, public attendance will be by electronic means only. To view the CDRA meeting live, go to www.facebook.com/southogdencity or to https://vimeo.com/398037388.

- I. CALL TO ORDER Chairman Russell Porter
- II. CONSENT AGENDA
 - A. Approval of February 18, 2020 CDRA Minutes
- III. DISCUSSION/ACTION ITEMS
 - **A.** Consideration of **CDRA Resolution 20-04** Dissolving the 40th Street Community Reinvestment Project Area
- IV. ADJOURN

Posted to the State of Utah Website March 13, 2020

The undersigned, duly appointed Board Secretary, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on March 13, 2020. Copies were also delivered to each member of the governing body.

Leesa Kapetanov, City Recorder

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



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

TUESDAY, FEBRUARY 18, 2020 - 6:00 P.M. COUNCIL CHAMBERS, CITY HALL

BOARD MEMBERS PRESENT

Chair Russell Porter, Board Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth

STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, and Recorder Leesa Kapetanov

CITIZENS PRESENT

Wendy Dallimore, Susan DeBruin, Tamara Taylor, Bruce & Joyce Hartman

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

https://www.southogdencity.com/document_center/Sound%20Files/2020/CC200218_1807.mp3 or requested from the office of the South Ogden City Recorder.

Motion from council meeting to enter CDRA Board Meeting:

00:18:05

Council Member Howard moved to recess into a CDRA meeting. The motion was seconded by Council Member Strate. Council Members Orr, Strate, Stewart, Howard, and Smyth all voted ave.

I. CALL TO ORDER

Chair Porter called the meeting to order at 6:27 pm and moved to the consent agenda.

39 II. CONSENT AGENDA

- A. Approval of February 4, 2019 CDRA Minutes
 - The chair asked if there were any questions concerning the minutes. There were no questions. The chair called for a motion to approve the consent agenda.

00:18:34

Board Member Smyth so moved. Board Member Howard seconded the motion. All 45 present voted ave. 46 47 48 DISCUSSION/ACTION ITEMS 49 III. 50 A. Consideration of CDRA Resolution 20-01 – Dissolving the Washington Boulevard CRA 51 Project Area 52 Chair Porter pointed out this resolution and the ones to follow did the same thing the 53 ordinances in the council meeting had done. He asked if there was any discussion. 54 City Manager Dixon reminded him this resolution contained the incorrect date and the 55 motion should include mention and the correction of it. The mayor called for a motion: 56 00:18:50 57 58 Board Member Strate moved to approved CDRA Resolution 20-01 with the corrected 59 date. Board Member Howard seconded the motion. There was no more discussion. The 60 chair called the vote: 61 62 **Board Member Orr-**Yes 63 **Board Member Strate-**Yes 64 **Board Member Stewart-**Yes 65 **Board Member Howard-**Yes 66 **Board Member Smyth-**Yes 67 68 CDRA Resolution 20-01 was approved. 69 70 71 72 B. Consideration of CDRA Resolution 20-02 – Dissolving the Northwest CRA Project Area 73 Chair Porter asked if there was any discussion concerning the resolution; there was 74 none, so the chair called for a motion 75 00:20:02 76 77 Board Member Orr moved to approve CDRA Resolution 20-02. The motion was 78 seconded by Board Member Stewart. The chair called the vote: 79 80 **Board Member Howard-**Yes 81 **Board Member Smyth-**Yes 82 **Board Member Strate-**Yes 83 **Board Member Stewart-**Yes 84 **Board Member Orr-**Yes 85 86 The motion stood. 87

88

44

89 90 C. Consideration of CDRA Resolution 20-03 – Dissolving the Hinckley Commons CRA Project 91 Area 92 00:20:30 Motion 93 94 Board Member Orr moved to approve CDRA Resolution 20-03, followed by a second 95 from Board Member Stewart. There was no discussion. The chair called the vote: 96 97 **Board Member Smyth-**Yes 98 **Board Member Stewart-**Yes 99 **Board Member Orr-**Yes 100 **Board Member Howard-**Yes 101 **Board Member Strate-**Yes 102 103 The resolution was adopted. 104 105 106 107 IV. **ADJOURN** 108 Chair Porter called for a motion 00:20:56 109 110 Board Member Howard moved to adjourn the CDRA Board meeting and reconvene as the South 111 Ogden City Council. Board Member Strate seconded the motion. The voice vote was unanimous 112 in favor of the motion. 113 114 The meeting adjourned at 6:27 pm. 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Community 135 Development and Renewal Agency Board Meeting held Tuesday, February 18, 2020. 136 137

CityRecorder, Board Secretary

esa Kapetanov

138

Date Approved by the Board

SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

CDRA Resolution No. 20-04

A RESOLUTION DISSOLVING THE 40TH STREET COMMUNITY REINVESTMENT PROJECT AREA AND RENOUNCING THE AGENCY'S ADOPTION OF THE COMMUNITY REINVESTMENT PROJECT AREA PLAN FOR THE 40TH STREET COMMUNITY REINVESTMENT PROJECT AREA

- WHEREAS pursuant to the provisions of the Utah Limited Purpose Local Government Entities Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated ("UCA") and its predecessor statutes (the "Act"), by resolution, the Agency adopted the Community Reinvestment Project Area Plan ("Project Area Plan") on March 5, 2019 via CDRA Resolution No. 19-01, thereby establishing the 40th Street Community Reinvestment Project Area (the "Project Area"); and
- **WHEREAS**, the Agency intends to create a new community reinvestment project area that will encompass significant portions of the Project Area; and
- **WHEREAS**, the Agency has determined that development of the Project Area as contemplated by the Project Area Plan is no longer feasible and/or necessary; and
- **WHEREAS**, the Agency, pursuant to UCA § 17C-1-707(1)(a), desires to dissolve the Project Area and renounce its adoption of the Project Area Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY AS FOLLOWS:

- 1. That the Agency hereby dissolves the 40th Street Community Reinvestment Project Area, for which a map and legal description are attached to this resolution as **Exhibit A**.
- 2. That the Agency hereby renounces its adoption of the Project Area Plan.
- 3. That the Agency staff and legal counsel are hereby authorized and directed to take all such actions as necessary to effectuate the purposes and aims of this resolution.
- 4. This resolution shall take effect upon its adoption.

APPROVED AND ADOPTED on this 17th day of March, 2020.

	Russell L. Porter, Chair
	South Ogden City Community Development and Renewal Agency
Attest:	
Leesa Kanetanov, Secretary	

Exhibit AProject Area Map and Legal Description



South Ogden 40th Street CRA Legal Description

Beginning at the Southwest corner of Lot 42 of the R.C. Hunter Subdivision No.2 said point being North 88°42'56" West 350.44 feet and North 01°17'04" East 33.00 feet from the monument found at the intersection of 39th South Street and Orchard Avenue (basis of bearings is North 88°42'56" West 1919.80 feet between the monument found in 39th South Street and Orchard Avenue and the ring and lid, no monument in 39th South Street and Washington Boulevard) said point of beginning also being North 01°10'52" East 479.38 feet and North 88°42'56" West 1,885.21 feet from the South Quarter corner of said Section 4; running thence North 88°42'56" West 446.40 feet along the North right-of-way line of said 39th South Street to the Southeast corner of Lot 29 of the R.C. Hunter Subdivision No. 1; thence the following four (4) courses and distances along said subdivision; (1) North 01°17'04" East 104.60 feet to a point of non-curvature with a 40.00' radius curve to the left, (2) 182.26 feet along the arc of said curve through a central angle of 261°04'18': (chord bears North 01°17'04" East 60.80 feet) (3) North 01°17'04" East 109.60 feet; (4) South 88°42'56" East 445.40 feet to the West line of said R.C. Hunter Subdivision No. 1; thence South 01°17'04" West 197.50 feet along said West line to the Northwest corner of Lot 44 of said subdivision; thence the following two (2) courses and distances along said lot; (1) South 88°42'56" East 1.00 feet, (2) South 01°17'04" West 77.50 feet to the point of beginning.

Also,

Beginning at a point on the South line of 40th Street 264.5 feet East of the Southeast corner of 40th Street and Adams Avenue (said point being 33 feet South and 258.3 feet East from the Northwest corner of Northwest Quarter of Sec. 9, Township 5 North, Range 1 West, SLBM), running thence South along the West right-of-way line of Porter Avenue 261 feet to the Southeast corner of Parcel No. 060830012; thence West 312.46 feet to the Southwest corner of Parcel No. 060830005; thence North along the East right-of-way line of Adams Avenue 255.5 feet to the Northwest corner of Parcel No. 060830001; thence East along the South right-of-way line of 40th Street 313 feet to the point of beginning.

Also,

Beginning at a point that is South 89°27′19″ East 1,441.95 feet along the North line of the Northwest Quarter of Sec. 9, Township 5 North, Range 1 West, SLBM, and South 00°32′41″ West 32.39 feet from the Northwest corner of said Northwest Quarter; thence South along the West right-of-way line of Madison Avenue 382.39 feet to the Southeast corner of Parcel No. 060840016; thence West 704.37 feet to the Southwest corner of Parcel No. 060840007; thence North along the East right-of-way line of Jefferson Avenue 370 feet to the Northwest corner of Parcel No. 060840005; thence East along the South right-of-way line of 40th Street 704.33 feet to the point of beginning.