



## MEMORANDUM

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TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: **April 21, 2020 Council Meeting**

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### WORK SESSION

- ***Fiscal Year 2021 Tentative Budget Discussion*** – State law requires that on or before the city’s first regular meeting in May the governing body shall adopt a tentative budget. This formally begins the city’s budget preparation process. Given the current state of the economy and amidst uncertainty regarding how the recent Public Health Orders/Directives will ultimately impact our businesses, travel, unemployment, etc., I want to emphasize the “**Tentative/Preliminary**” nature of the draft budget we’ll review with the council on Tuesday night. At this point, Steve has made adjustments to many of the revenues we anticipate will be impacted due to COVID-19. In this draft, Steve has rolled over the operational expenditures from the current year budget and incorporated salary and benefit adjustments along with some conservative cuts in certain areas. The tentative budget, at this point, does not include funding for capital outlay, new employees or any new operational expenditures. I believe this is a good, very conservative starting point for the budget and will now enable the council, working with staff over the next few weeks/months, to start discussion, prioritizing and finalizing the budget. Additionally, as we continue working the budget over the next few months, we’ll also be able to gather more data and understanding of what the expected impacts of the COVID-19 shut-down will be and how it will impact the budget. Steve will walk us through the preliminary budget during the work session, allow for discussion and identify areas where staff may need some direction from the council regarding the FY2021 Budget.

### DISCUSSION/ACTION ITEMS

- ***Ordinance 20-14 – Adopting the City Center CRA Project Area Plan.*** In 2015, Ogden City completed a study comparing properties within an approved CRA and properties outside of a CRA. They concluded that properties within a CRA redevelop three times faster than projects outside of a CRA. This ordinance will adopt the City Center CRA Project Area Plan. This is a redevelopment plan for areas in South Ogden that have been the focus of the city’s redevelopment efforts for many years. This plan outlines important public and private investments that the city hopes to see happen over the next 15-20 years in these areas. Some of the public investments include; pedestrian safety improvements to Washington Blvd. between 36<sup>th</sup> and 40<sup>th</sup> Street, improvements to public sidewalks, streetscapes, traffic lights, etc. Some of the private investments outlined in the plan include;

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redevelopment of commercial areas along Riverdale Rd, 40<sup>th</sup> Street and Washington Blvd., including 8.5 acres of land owned by Bennenson Capital (Big Lots/Savers). The plan also outlines the city's desire to improve housing through new investment in multi-family housing in the area. The plan also includes the city proactively acquiring, assembling and preparing properties for redevelopment. It is also important to note that the federal opportunity zone designation in South Ogden is also contained within this project area. This should help add additional interest for new investment in the area. Along with the City's participation with tax increment, Weber County and Central Weber Sewer District will also be participating. The School District has elected to not contribute tax increment since they do not, by policy, want to contribute increment in support of residential housing projects. However, the District has agreed to participate with us on any commercial development projects that the city may be able to attract to the area. At such time we are working on a commercial development, the District would then approve an interlocal agreement with the Agency for participation in that specific project – like they did with Young Automotive. The adoption of this project area will equip the city with additional tools in our redevelopment tool box to use to help expedite the redevelopment of properties within the CRA. With the expected participation levels from Weber County and the Sewer District, combined with the city's increment, the total increment funds available for incenting new investment within the area is estimated to be approximately \$9.4M (\$6.7M discounted) over 20 years. The project will also generate approximately \$900,000 of monies that must be used for affordable housing. Please call or email me if you have questions about this project area plan.

- ***Resolution 20-06 – Approving an agreement with Recommended Building Maintenance for the cleaning of City Hall.*** It has come time to rebid the cleaning contract for the City Hall Building. Recommended Building Maintenance has been the service provider for the last several years and the contract with them will soon expire. Staff solicited bids from qualified service providers and it was determined that Recommended Building Maintenance was the best option. This contract is for two years with two automatic two-year extensions. The contract can be terminated at any time with 30 days notice. Note that although there was one bid lower, it was determined that the monthly savings (\$9.50) was not sufficient savings to justify the cost of moving to a new professional service provider. We have elected to stay with Recommended Building Maintenance. Please refer to Jon's Staff Report for additional information and to see the other bids for this contract.
- ***Resolution 20-07 – Approving an agreement with Recommended Building Maintenance for cleaning of the Public Works and Parks Buildings.*** This resolution approves an agreement for the cleaning of the city's Public Works and Parks Buildings. During the winter months, city staff cleans these facilities, however, during the busier, warmer months, the city contracts the cleaning of these buildings to a third-party. The cost of this contract is \$397.67/month. Please see Jon's report for additional information.
- ***Resolution 20-08 – Approving an agreement Aventura Controls for annual maintenance of the City's SCADA system.*** The city's Supervisory Controls and Data Acquisition (SCADA) system was last updated in 2005 and is in need of updating. This is a critical system that monitors the city's

water tanks, alerts, PRV's etc. It is a network of monitors, software and electronics that allows city staff to properly monitor and manage our culinary water infrastructure. Staff solicited competitive bids for this service and the lowest qualified bidder has been determined to be Aventura. The costs for this upgrade is \$138,400 and will be paid for out of the Water Utility Fund.

- **Resolution 20-09 – Approving an agreement with Landmark Design for design and preparation of construction documents for Club Heights Park – Phase I.** With the council's decision to move forward in preparing Phase I of the Club Heights Park Project for bidding and construction, staff requested a proposal for design and bid preparation documents from Landmark Design. This contract approves \$19,970 for this work. Phase I is estimated to cost \$683,000 and we hope to have it designed and ready for bid in the next couple of months. We are also gathering a cost estimate from the City Engineer for the civil engineering portion of the design work.
- **Resolution 20-10 – Approving an amendment with Lime Scooters.** This Resolution approves a very minor amendment in the recently approved agreement with Lime Scooters. These changes are a result of some recently passed state legislation. The following is the newly proposed language for **Section 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. Company's indemnification obligations are subject to the City providing Company with sole control over the defense and settlement of the Claim (provided that Company will not enter into any settlement or compromise that negatively affects the City without the City's prior written consent). The City may participate in the Claim subject to indemnification hereunder at its sole cost in expense. This amendment has been reviewed and approved by city attorney, Bradshaw in coordination with Lime Scooters.
- **Resolution 20-11 – Approving Interlocal Agreements for the City Center CRA.** This is the second agenda item related to the creation of the City Center CRA. This agreement establishes the city's intent to participate by contributing a percentage of the newly created property tax increment from new investment to the CDRA Agency's use in redevelopment efforts. This agreement contributes 80 percent of the newly created tax increment to be sent to the Agency for a 20 year project life. The agreement would allow the Agency to utilize up to 10 percent of the increment for administrative costs. If the project area redevelops as estimated in the Project Area Plan, the City's contributions (at 80 percent for 20 years) would total approximately \$4.4M (\$3.2M discounted). This increment, combined with increment contributions from Weber County and the Sewer District, will be used by the Agency to incentivize new commercial and residential investment within the City Center CRA. Some of the new investment will also include public infrastructure improvements to sidewalks, street crossings, traffic signals, streetscapes, etc. If you have questions about interlocal or the City Center CRA please contact me at your convenience.



**NOTICE AND AGENDA  
SOUTH OGDEN CITY COUNCIL  
WORK SESSION**

TUESDAY, APRIL 21, 2020

WORK SESSION – 5 PM

COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, April 21, 2020; however, in response to the COVID-19 virus, public attendance at the meeting will be by electronic means only. To view the work session live, go to [www.facebook.com/southogdencity](https://www.facebook.com/southogdencity) or to <https://vimeo.com/408022020>. Discussion on agenda items is for clarification only.

## WORK SESSION AGENDA

**I. CALL TO ORDER – Mayor Russell Porter**

**II. REVIEW OF AGENDA**


**III. DISCUSSION ITEMS**

**A. FY2021 Budget**

**IV. ADJOURN**

Posted to the State of Utah Website April 17, 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 (1<sup>st</sup> and 2<sup>nd</sup> floors), on the City's website ([southogdencity.com](https://www.southogdencity.com)) and emailed to the Standard Examiner on April 17, 2020. Copies were also delivered to each member of the governing body.

  
Leesa Kapetanov, City Recorder

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

# STAFF REPORT



**SUBJECT:** FY 2021 Budget Work Session  
**AUTHOR:** Steve Liebersbach  
**DEPARTMENT:** Finance  
**DATE:** 4/21/2020

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## RECOMMENDATION

There is no recommendation at this time, this is only a discussionary item.

## BACKGROUND

Staff has been working for a while on the FY 2021 budget and this is an opportunity to have a discussion with the Mayor and Council in regards to the upcoming budget.

## ANALYSIS

Please remember this is a very preliminary draft of the FY 2021 budget. Much of this information was compiled in January and February before the pandemic broke out. I am in the process of re-calculating all of the revenue projections as a result of that. As discussed in the last council meeting the economic impacts of the recession and the depth of the recession are unknown at this time but are being constantly monitored by staff. The delay in which the City receives some of it's information makes this process a bit more difficult.

## SIGNIFICANT IMPACTS

At this point there are no significant impacts. The Council is required by State Law to adopt the FY 2021 Tentative Budget by the first regularly scheduled meeting in May, in this case that will be May 5, 2020.

## ATTACHMENTS

The FY 2021 Budget is attached in its preliminary form.

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
<b>GENERAL FUND</b>					
<b>TAX REVENUE</b>					
10-31-100	Property Tax Collections CY	3,025,255	3,060,295	2,200,398	3,289,817
10-31-105	Prop 1 Tax Increment	276,876	269,160	195,143	271,958
10-31-200	Property Tax - Delinquent	64,970	45,391	37,853	45,391
10-31-250	Motor Vehicle & Personal Prop.	214,753	208,867	147,276	206,574
10-31-300	General Sales and Use Taxes	3,703,764	3,781,263	2,469,368	3,240,391
10-31-400	Utility Franchise Fee	174,319	363,186	276,016	359,119
10-31-500	Franchise Tax	291,109	314,600	149,081	282,636
10-31-550	Municipal Energy Use Tax	845,729	867,112	623,025	862,207
Total TAX REVENUE:		8,596,776	8,909,874	6,098,160	8,558,093
<b>LICENSES &amp; PERMITS</b>					
10-32-100	Business Licenses	127,562	95,673	109,754	142,395
10-32-160	Good Landlord Licenses	39,518	46,722	10,151	.00
10-32-200	Building Permits	68,552	97,520	105,459	111,000
10-32-300	Animal Licenses	10,788	11,330	7,444	9,631
10-32-325	Micro-Chipping Fees	600	1,251	1,500	1,500
10-32-350	Animal Adoptions	40,375	45,060	30,015	45,060
10-32-375	Animal Shelter Fees	3,378	10,103	6,068	10,103
Total LICENSES & PERMITS:		290,773	307,659	270,390	319,689
<b>INTERGOVERNMENTAL REVENUE</b>					
10-33-150	State Liquor Fund Allotment	20,094	20,496	20,514	21,000
10-33-600	State/Local Grants	421,160	1,260,276	272,442	17,146
10-33-900	Class "C" Road Fund Allotment	647,012	653,608	408,585	566,216
10-33-925	Resource Officer Contract	35,156	46,875	35,156	48,750
Total INTERGOVERNMENTAL REVENUE:		1,123,423	1,981,255	736,696	653,112
<b>RECREATION &amp; PLANNING FEES</b>					
10-34-200	Baseball Revenue	16,690	22,115	6,151	6,635
10-34-250	Soccer	70-	4,984	12-	1,495
10-34-300	Softball Fees	5	.00	74	.00
10-34-350	Basketball Fees	20,645	23,386	18,863	7,016
10-34-352	Comp Youth Basketball	67,635	45,495	37,015	13,649
10-34-354	Comp Adult Basketball	13,270	4,156	1,705	1,247
10-34-356	Comp Adult Volleyball	.00	1,555	.00	467
10-34-375	Flag Football	2,938	3,353	2,701	1,006
10-34-450	Volleyball Registration	3,297	4,851	3,051	1,455
10-34-500	Football	11,059	12,423	1,631	3,727
10-34-505	Football Apparel	3,585	4,670	3,120	1,401
10-34-550	Tennis / Pickleball	.00	1,545	21	464
10-34-575	Concession Revenues	.00	2,060	.00	.00
10-34-600	Community Facility Rental Fees	4,025	.00	.00	.00
10-34-700	Plan Check Fee	26,226	34,093	36,050	34,093
10-34-725	Engineering Review Fees	1,216	1,133	4,400	2,500
10-34-726	Zoning/Subdivision Fees	2,145	644	1,825	1,500
10-34-750	Street Cut Fee	2,670	4,413	4,419	5,000
10-34-850	Bowery Rental	3,250	5,562	1,375	1,400
10-34-875	Sex Offender Registration Fee	450	515	400	450
10-34-900	Public Safety Reports	23,017	17,496	15,450	13,997

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
Total RECREATION & PLANNING FEES:		202,054	194,449	138,238	97,502
<b>FINES &amp; FORFEITURES</b>					
10-35-200	Fines- Regular	633,673	630,496	420,648	409,822
10-35-300	Alarm Fines/Permits	5,560	6,283	5,950	6,283
Total FINES & FORFEITURES:		639,233	636,779	426,598	416,105
<b>MISCELLANEOUS REVENUE</b>					
10-36-100	Interest	147,813	134,490	112,073	120,000
10-36-105	Cash Over/Short	16	.00	54-	.00
10-36-400	Sales of Fixed Assets	358,518	136,419	722,229	.00
10-36-500	75th Anniversary Sales	.00	.00	40	.00
10-36-600	560 39th Rental	3,000	.00	.00	.00
10-36-601	Donations to South Ogden City	32,832	446	4,984	.00
10-36-700	Contractual Agreement Reven	124,601	295,214	265,007	150,657
10-36-900	Misc. Revenue	69,961	25,326	25,630	7,805
10-36-950	Traffic School	200	258	125	200
Total MISCELLANEOUS REVENUE:		736,940	592,153	1,130,035	278,662
<b>CHARGE FOR SERVICE &amp; TRANSFERS</b>					
10-39-100	Bond Financing Proceeds	.00	.00	4,300,000	.00
10-39-150	Lease Financing	1,520,642	576,927	423,116	.00
10-39-242	Transfer in from Sewer Fund	9,540	10,017	.00	10,418
10-39-244	Transfer in from Storm Drain	13,780	14,469	.00	15,048
10-39-250	Transfer in from Water Fund	49,820	52,311	.00	54,404
10-39-300	Transfer In From CPF	.00	750,000	.00	.00
10-39-350	Charge for Service - CDRA	4,297	5,300	3,969	5,502
10-39-400	Charge for Service - Water Fnd	237,084	244,457	183,339	253,747
10-39-410	Charge for Service - Sewer Fnd	256,308	248,852	186,633	258,309
10-39-420	Charge for Svc - Storm Drn Fnd	144,396	137,981	103,482	143,225
10-39-430	Charge for Service - Grbge Fnd	117,996	120,712	90,531	125,300
10-39-440	Charge for Service - Amb Fnd	65,472	57,531	43,146	59,718
10-39-700	Appropriated Fund Bal-Class C	.00	50,000	.00	50,000
10-39-800	Appropriated Fund Balance	.00	817,086	.00	.00
Total CHARGE FOR SERVICE & TRANSFERS:		2,419,336	3,085,643	5,334,216	975,671
Total Revenue:		14,008,534	15,707,812	14,134,334	11,298,834
<b>COUNCIL</b>					
10-41-110	Salaries and Wages	121,110	123,657	92,963	130,645
10-41-130	Employee Benefits	25,461	24,901	21,430	26,538
10-41-210	Books, Subscrip. & Memberships	10,323	10,500	11,585	11,000
10-41-230	Travel & Training	8,004	6,500	2,776	6,500
10-41-240	Supplies	668	500	484	500
10-41-700	Small Equipment	.00	2,500	1,737	2,500
10-41-750	Capital Outlay	.00	1,355	9,132	.00
Total COUNCIL:		165,565	169,913	140,107	177,683
<b>LEGAL DEPARTMENT</b>					
10-42-110	Salaries and Wages	64,752	74,044	52,264	80,232
10-42-130	Employee Benefits	16,078	18,528	13,965	19,964

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-42-210	Books, Subscriptions & Member	964	1,000	1,662	1,000
10-42-230	Travel & Training	725	500	50	500
10-42-240	Supplies	.00	500	.00	500
10-42-280	Telephone	900	900	675	900
10-42-320	Prosecutorial Fees	2,200	1,000	2,200	1,000
10-42-750	Capital Outlay	.00	1,355	1,355	.00
Total LEGAL DEPARTMENT:		85,620	97,827	72,171	104,096
<b>Court Department</b>					
10-43-110	Salaries & Wages	141,404	154,970	109,671	179,877
10-43-130	Employee Benefits	55,517	60,809	34,166	53,343
10-43-210	Books, Subscriptions, & Mbrshp	493	500	519	500
10-43-230	Travel & Training	1,967	1,500	956	1,500
10-43-240	Office Supplies	2,387	2,500	948	2,500
10-43-275	State Surcharge	143,252	150,000	100,135	87,750
10-43-280	Telephone	275	300	125	300
10-43-300	Public Defender Fees	19,000	15,000	10,900	15,000
10-43-305	Wasatch Constable Contract	1,574	56,640	11,763	26,000
10-43-310	Professional & Technical	4,397	3,500	12,287	3,500
10-43-329	Computer Repairs	50	250	.00	250
10-43-330	Witness Fees	333	1,400	315	1,400
10-43-700	Small Equipment	443	300	150	300
10-43-750	Capital Outlay	2,745	2,432	2,432	.00
Total Court Department:		373,837	450,101	284,366	372,220
<b>ADMINISTRATION</b>					
10-44-110	Salaries and Wages	535,393	563,951	425,674	611,337
10-44-130	Employee Benefits	212,213	228,059	174,967	232,924
10-44-210	Books, Subscriptions & Member	4,991	4,000	5,358	4,000
10-44-230	Travel & Training	15,715	18,500	9,500	18,500
10-44-240	Office Supplies & Miscell	5,467	7,500	4,192	7,500
10-44-247	Car Allowance	6,804	6,804	5,103	6,804
10-44-248	Vehicle Maintenance	90	500	430	500
10-44-280	Telephone	4,902	4,980	3,750	4,980
10-44-300	Gas, Oil & Tires	385	750	482	750
10-44-310	Professional & Technical	9,775	16,900	3,767	16,900
10-44-329	Computer Repairs	.00	250	656	250
10-44-600	Service Charges	39,911	41,000	31,650	44,000
10-44-700	Small Equipment	2,353	1,500	1,051	1,500
10-44-750	Capital Outlay	11,292	5,341	5,619	.00
Total ADMINISTRATION:		849,291	900,035	672,198	949,945
<b>NON-DEPARTMENTAL</b>					
10-49-130	Retirement Benefits	15,727	28,778	31,877	33,479
10-49-220	Public Notices	4,985	5,000	3,710	5,000
10-49-250	Unemployment	345	2,000	100	2,000
10-49-255	Ogden Weber Chamber Fees	3,000	3,000	.00	3,000
10-49-260	Workers Compensation	124,951	130,220	107,068	135,000
10-49-290	City Postage	48,500	54,500	15,000	54,500
10-49-291	Newsletter Printing	7,285	8,100	6,359	8,100
10-49-310	Auditors	12,500	13,500	10,050	13,500
10-49-320	Professional & Technical	39,489	40,500	12,888	40,500
10-49-321	I/T Supplies	3,241	3,000	2,045	3,000



Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-49-322	Computer Contracts	56,800	63,000	68,374	65,000
10-49-323	City-wide Telephone	5,857	5,700	4,841	5,700
10-49-324	City-wide Internet	6,525	6,360	4,990	6,360
10-49-329	Server Repairs	5,209	5,000	6,497	5,000
10-49-400	Unreserved	15,000	31,587	.00	25,000
10-49-430	Sales Tax Admin Fee	.00	.00	16,092	21,492
10-49-450	Homeless Shelter State Fee	.00	.00	18,451	31,520
10-49-500	City Safety/Wellness Program	7,267	12,000	5,150	12,000
10-49-510	Insurance	172,013	199,500	135,963	199,500
10-49-515	City Donations	4,100	4,100	.00	4,100
10-49-520	Employee Assistance Plan	3,600	3,600	2,700	3,600
10-49-596	Holiday Dinner	4,957	5,500	5,430	5,500
10-49-597	Employee Recognition Prog	10,445	10,000	7,210	10,000
10-49-598	OFFH	4,261	4,200	4,426	4,200
10-49-599	Easter Egg Hunt	2,692	3,000	.00	3,000
10-49-600	Community Programs	7,567	4,000	3,092	4,000
10-49-601	Community Brand	325	.00	.00	.00
10-49-605	Continuing Education	2,017	7,000	1,080	7,000
10-49-607	Soba	976	1,200	940	1,200
10-49-610	Government Immunity	255	6,500	.00	6,500
10-49-700	Small Equipment	11,510	2,000	164	2,000
10-49-750	Capital Outlay	63,192	26,000	22,673	.00
Total NON-DEPARTMENTAL:		644,589	688,845	495,012	720,751
<b>ELECTIONS</b>					
10-50-240	Supplies	.00	22,000	21,044	.00
Total ELECTIONS:		.00	22,000	21,044	.00
<b>BUILDING AND GROUNDS</b>					
10-51-260	Senior Center Maint & Util	7,757	.00	553	.00
10-51-262	Old City Hall Utilities	6,148	.00	801	.00
10-51-263	Fire Station #82 Utilities	7,123	8,000	6,294	8,000
10-51-264	Station #82 Maintenance	4,670	2,000	6,238	2,000
10-51-265	Cleaning Contract	21,094	27,000	15,115	27,000
10-51-266	Elevator Maintenance	7,868	6,200	6,059	6,500
10-51-270	New City Hall Maintenance	28,462	60,900	26,023	60,900
10-51-275	New City Hall Utilities	107,497	73,000	54,312	73,000
10-51-280	Old City Building Repairs	459	.00	.00	.00
10-51-750	Capital Outlay	60,081	60,081	.00	60,081
Total BUILDING AND GROUNDS:		251,157	237,181	115,395	237,481
<b>PLANNING &amp; ZONING</b>					
10-52-120	Commission Allowance	5,900	6,300	2,600	6,300
10-52-210	Books, Subscrip, Memberships	.00	250	39	250
10-52-230	Travel & Training	.00	500	.00	500
10-52-240	Commercial Form Based Zoning	9,923	5,000	.00	5,000
10-52-310	Professional & Technical Servi	76,514	65,000	58,677	65,000
10-52-330	General Plan Revision	.00	80,000	30,000	.00
Total PLANNING & ZONING:		92,337	157,050	91,317	77,050
<b>POLICE SERVICES</b>					
10-55-110	Full time wages - Police	1,523,268	1,590,073	1,226,528	1,698,156

Account Number	Account Title	2018-19	2019-20	2019-20	2020-21
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
10-55-111	Part time wages - Police	31,813	33,546	26,252	37,281
10-55-112	Overtime wages - Police	30,313	42,114	47,904	37,310
10-55-114	Bailiff Wages	1,415	.00	.00	.00
10-55-115	Animal Control Wages	51,007	55,341	41,289	60,677
10-55-116	Crossing Guards	14,043	21,869	11,406	22,700
10-55-130	Benefits - DPS	1,005,383	1,120,199	842,518	1,145,375
10-55-131	WTC - A/C Contract	53,057	56,322	49,272	64,666
10-55-132	Liquor Funds Expenditures	38,728	34,320	27,594	21,000
10-55-150	Death Benefit Ins. - Police	2,425	2,395	239	2,395
10-55-210	Mbrshps, Bks & Sub - Police	5,978	6,500	6,138	6,500
10-55-230	Travel & Training - Police	12,967	15,500	13,230	15,500
10-55-240	Office Supplies - Police	4,062	6,000	3,478	6,000
10-55-245	Clothing Contract - Police	19,921	20,000	9,983	20,000
10-55-246	Special Dept Supplies - Police	10,199	14,000	8,279	14,000
10-55-247	Animal Control Costs	46,024	37,259	39,043	20,125
10-55-248	Vehicle Maintenance - Police	16,764	22,000	10,629	22,000
10-55-250	Equipment Maintenance - Police	56	2,000	.00	2,000
10-55-280	Telephone/Internet - Police	22,315	22,500	15,987	22,500
10-55-300	Gas, Oil & Tires - Police	61,656	54,000	39,758	54,000
10-55-310	Professional & Tech - Police	13,215	23,727	20,291	23,727
10-55-323	MDT/Radio Repairs	.00	2,500	1,662	2,500
10-55-329	Computer Repairs - Police	2,089	1,400	380	1,400
10-55-350	Crime Scene Investigations	32,577	33,186	33,186	34,448
10-55-400	Weber/Morgan Strike Force	17,094	17,101	17,101	17,146
10-55-450	K-9	1,876	2,000	1,513	2,000
10-55-470	Community Education - Police	603	1,000	24	1,000
10-55-649	Lease Interest/Taxes	2,453	4,075	3,592	.00
10-55-650	Lease Payments - Police	39,160	104,032	100,584	42,000
10-55-700	Small Equipment - Police	31,213	24,260	43,930	11,300
10-55-750	Capital Outlay - Police	354,443	205,779	225,193	.00
Total POLICE SERVICES:		3,446,119	3,574,998	2,866,982	3,407,706
<b>FIRE PROTECTION</b>					
10-57-110	Salaries & Wages	917,772	1,075,325	762,450	1,143,025
10-57-111	Part Time Wages	151,746	180,667	111,291	187,533
10-57-112	Overtime	189,711	90,850	165,636	98,228
10-57-130	Employee Benefits	396,263	488,178	432,407	536,128
10-57-210	Memberships, Books & Subscrip	1,529	2,450	3,163	2,450
10-57-230	Travel & Training	10,726	9,000	6,737	9,000
10-57-240	Office Supplies & Expense	1,588	2,000	3,034	2,000
10-57-245	Clothing Contract	14,966	23,000	21,362	23,000
10-57-246	Special Department Supplies	7,076	16,250	7,947	16,250
10-57-250	Vehicle Maintenance	20,068	27,000	12,173	27,000
10-57-255	Other Equipment Maintenance	8,162	10,000	7,714	10,000
10-57-280	Telephone/Internet	8,158	9,289	8,817	9,289
10-57-300	Gas, Oil & Tires	16,385	8,000	15,580	8,000
10-57-310	Professional & Technical	16,908	68,203	53,343	68,203
10-57-329	Computer Repairs	33	.00	.00	.00
10-57-330	Fire Prevention/ Community Edu	1,021	1,500	1,056	1,500
10-57-400	Emergency Management Planning	6,534	6,000	3,806	6,000
10-57-649	Lease Interest/Taxes	25,173	23,622	1,754	18,470
10-57-650	Lease Payments	5,021	156,181	30,028	136,883
10-57-700	Small Equipment	16,298	2,699	4,262	2,500
10-57-750	Capital Outlay	1,022,571	44,421	44,420	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
Total FIRE PROTECTION:		2,837,709	2,244,635	1,696,981	2,305,459
<b>INSPECTION SERVICES</b>					
10-58-110	Salaries and Wages	75,212	75,546	58,560	77,293
10-58-130	Employee Benefits	31,100	29,694	22,573	29,444
10-58-210	Books, Subscrip. & Memberships	2,890	650	206	650
10-58-230	Travel & Training	3,403	4,500	1,262	4,500
10-58-240	SUPPLIES	175	500	.00	500
10-58-245	Clothing Allowance	203	300	.00	300
10-58-248	Vehicle Maintenance	207	500	515	500
10-58-280	CELLULAR PHONE	1,123	1,300	798	1,300
10-58-300	Gas, Oil & Tires	2,633	1,000	1,014	1,000
10-58-315	PROFESSIONAL & TECHNICAL	5,176	22,650	8,973	22,650
10-58-650	Lease Payments	.00	5,000	3,334	6,000
10-58-700	Small Equipment	.00	.00	1,563	.00
10-58-750	CAPITAL OUTLAY	.00	4,480	3,224	.00
Total INSPECTION SERVICES:		122,122	146,120	102,021	144,137
<b>STREETS</b>					
10-60-110	Salaries and Wages	215,879	228,447	158,537	239,351
10-60-112	Overtime	2,906	7,000	2,190	5,040
10-60-120	Temporary Employees	.00	10,605	.00	.00
10-60-130	Employee Benefits	94,506	102,960	71,678	107,351
10-60-210	Books, Subscrip. Memberships	1,115	1,500	86	1,500
10-60-230	Travel & Training	2,318	5,500	3,405	5,500
10-60-240	Office Supplies & Expense	946	1,000	71	1,000
10-60-245	Clothing/Uniform/Equip. Allow.	3,190	4,800	1,963	4,800
10-60-248	Vehicle Maintenance	23,302	25,000	16,166	25,000
10-60-260	Building & Grounds Maintenance	9,782	10,000	2,568	10,000
10-60-270	Utilities	44,439	50,000	35,834	50,000
10-60-280	Telephone	1,923	3,500	2,211	3,500
10-60-300	Gas, Oil & Tires	27,016	20,000	16,801	20,000
10-60-310	Professional	9,215	26,526	20,176	26,526
10-60-329	Computer Repairs	42	500	.00	500
10-60-400	Class C Maintenance	86,709	100,000	75,228	100,000
10-60-480	Special Department Supplies	21,455	22,000	15,948	22,000
10-60-600	Siemens Streetlight Lease	41,595	43,015	32,171	44,492
10-60-649	Lease Interest/Taxes	86	14,477	14,477	.00
10-60-650	Lease Payments	10,504	218,847	211,514	18,000
10-60-700	Small Equipment	1,327	7,000	1,965	7,000
10-60-725	Sidewalk Replacements	68,486	248,511	198,528	50,000
10-60-730	Street Light Maintenance	16,428	21,000	5,790	21,000
10-60-750	Capital Outlay	885,424	114,598	125,593	.00
Total STREETS:		1,568,592	1,286,786	1,012,899	762,560
<b>PARKS</b>					
10-70-110	Salaries and Wages	206,580	219,274	169,935	245,987
10-70-112	Overtime	4,646	5,000	3,062	5,000
10-70-120	Temporary - Parks	5,549	20,600	690	6,415
10-70-130	Employee Benefits	160,997	185,535	138,635	174,462
10-70-210	Books, Subscriptions & Mbrshps	710	1,200	785	1,200
10-70-230	Travel & Training	1,548	5,500	3,274	5,500
10-70-240	Special Dept. Supplies - Parks	39,195	36,500	18,594	36,500

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-70-244	Office Supplies Expense	533	1,000	.00	1,000
10-70-245	Clothing/Uniform/Equip. Allow.	2,480	7,200	1,947	7,200
10-70-248	Vehicle Maintenance	7,441	12,000	6,446	12,000
10-70-260	Building Maintenance	2,307	14,300	1,419	14,300
10-70-270	Utilities	45,027	46,000	9,343	46,000
10-70-275	Off Leash Dog Area	114,205	.00	.00	.00
10-70-280	Telephone/Internet	3,942	6,000	2,920	6,000
10-70-300	Gas, Oil & Tires	9,307	7,000	8,329	7,000
10-70-310	Professional & Technical	9,184	21,040	7,288	21,040
10-70-320	Urban Forestry Commission	1,584	1,000	125	1,000
10-70-329	Computer Repairs	.00	500	.00	500
10-70-450	RAMP Grant Projects	.00	17,101	3,346	17,146
10-70-549	Construction Mgmt - Burch Creek	.00	.00	19,435	.00
10-70-550	Burch Creek Park Constr	347,226	1,404,943	1,520,521	.00
10-70-551	Parks Projects - Other	.00	150,000	22,207	.00
10-70-600	Secondary Water Fees	22,738	27,500	29,142	29,800
10-70-649	Lease Interest/Taxes	270	5,680	5,680	.00
10-70-650	Lease Payments	19,698	84,985	82,985	6,000
10-70-700	Small Equipment	3,187	5,000	4,894	5,000
10-70-750	Capital Outlay- Parks	369,196	234,000	64,085	.00
Total PARKS:		1,377,551	2,518,858	2,125,088	649,050
<b>RECREATION</b>					
10-71-110	Salaries & Wages	50,033	52,960	40,907	58,421
10-71-125	Temporary - Recreation	72,505	75,819	54,292	23,610
10-71-130	Employee Benefits	38,515	41,961	34,117	41,484
10-71-210	Books, Subscriptions & Memberships	538	5,000	238	5,000
10-71-225	Concession Expenses	.00	1,100	.00	.00
10-71-230	Travel & Training	931	2,000	1,002	2,000
10-71-240	Office Supplies Expense	65	1,200	297	1,200
10-71-241	Comp League Expenses	15,581	10,000	2,048	3,000
10-71-242	Special Dept. Supplies	23,978	30,000	27,890	9,000
10-71-248	Vehicle Maintenance	13	1,000	142	1,000
10-71-250	Gym Facility Utilities/Operations	6,599	8,000	.00	2,400
10-71-280	Telephone/Internet	3,439	3,500	1,405	3,500
10-71-300	Gas, Oil & Tires	.00	1,000	.00	1,000
10-71-310	Professional & Technical	9,286	9,000	7,050	9,000
10-71-329	Computer Repairs	.00	500	.00	500
10-71-350	Officials Fees	25,225	22,000	13,187	6,600
10-71-700	Small Equipment	2,752	2,500	.00	2,500
10-71-750	Capital Outlay	2,291	159,600	.00	.00
Total RECREATION:		251,750	427,140	182,576	170,215
<b>TRANSFERS</b>					
10-80-160	Reserve for Fund Balance	.00	875,313	.00	506,362
10-80-170	Transfer Prop 1 to CPF	276,876	269,160	201,870	271,958
10-80-190	Trans Utility F/F to CPF	.00	181,593	.00	179,559
10-80-230	Trans to Capital Improv Fund	847,058	.00	.00	.00
10-80-235	Trans to CPF - Class 'C'	331,104	310,707	233,028	224,332
10-80-240	Transfer Class 'c' to Debt Ser	242,508	242,901	182,169	242,191
10-80-250	Transfer to Debt Service Fund	839,988	831,759	623,817	1,041,207
10-80-251	Transfer to Ambulance Fund	.00	24,890	.00	.00
10-80-275	Transf to South Ogden Days Fund	52,004	50,000	37,503	50,000
10-80-330	Transfer CDRA Sales Tax	.00	.00	80,305	66,845

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
	Total TRANSFERS:	2,589,538	2,786,323	1,358,692	2,582,454
	Total Expenditure:	14,655,777	15,707,812	11,236,848	12,660,807
	GENERAL FUND Revenue Total:	14,008,534	15,707,812	14,134,334	11,298,834
	GENERAL FUND Expenditure Total:	14,655,777	15,707,812	11,236,848	12,660,807
	Net Total GENERAL FUND:	647,243-	.00	2,897,485	1,361,973-

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
<b>South Ogden Days Fund</b>					
<b>Revenue</b>					
12-30-200	Sponsor Donations	25,145	22,000	.00	.00
12-30-225	Vendor Booth Rentals	12,500	26,000	.00	.00
12-30-250	Carnival Ticket Sales	6,496	6,000	.00	.00
12-30-260	Pickleball Registration Fees	630	1,500	.00	.00
12-30-270	Advertising Fees	.00	7,000	.00	.00
12-30-300	Fun Run Entrance Fees	916	1,500	.00	.00
12-30-320	In-Kind Donations	971	.00	.00	.00
12-30-325	Miscellaneous Sales & Fees	2,267	.00	.00	.00
12-30-330	Mud Volleyball Fees	1,040	2,500	.00	.00
12-30-350	Golf Tourney Entrance Fees	4,680	4,600	.00	.00
12-30-400	Transfer in from General Fund	52,004	50,000	37,503	50,000
Total Revenue:		106,649	121,100	37,503	50,000
Total Revenue:		106,649	121,100	37,503	50,000
<b>Expenditures</b>					
12-40-112	S/O Days Overtime	11,076	12,000	.00	.00
12-40-300	Entertainment	13,860	18,000	727	.00
12-40-325	Fireworks	10,000	10,000	.00	.00
12-40-350	Printing & Banners	4,939	7,000	.00	.00
12-40-375	Equipment Rentals	43,203	40,000	.00	.00
12-40-380	Carnival Pay-Out	3,739	3,300	.00	.00
12-40-400	T-shirt Printing	3,342	2,400	.00	.00
12-40-410	Awards	1,118	3,000	.00	.00
12-40-425	Golf Tourney Fees	2,963	4,600	.00	.00
12-40-475	Miscellaneous Expenses	8,011	20,800	729	50,000
Total Expenditures:		102,249	121,100	1,456	50,000
Total Expenditure:		102,249	121,100	1,456	50,000
South Ogden Days Fund Revenue Total:		106,649	121,100	37,503	50,000
South Ogden Days Fund Expenditure Total:		102,249	121,100	1,456	50,000
Net Total South Ogden Days Fund:		4,400	.00	36,047	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
<b>DEBT SERVICE FUND</b>					
<b>REVENUE</b>					
31-30-150	Transfer in from Class 'c'	242,508	242,901	182,169	242,191
31-30-300	Transfer From General Fund	839,988	831,759	623,817	1,041,207
31-30-400	Proceeds from Bond Premium	.00	.00	1,175,040	.00
31-30-410	Bond Proceeds	.00	.00	5,200,000	.00
31-30-455	Interest Earned - Trustee Acct	8,061	2,999	2,971	.00
31-30-800	Appropriated Fund Balance	.00	.00	.00	1,500
Total REVENUE:		1,090,557	1,077,659	7,183,997	1,284,898
Total Revenue:		1,090,557	1,077,659	7,183,997	1,284,898
<b>EXPENDITURES</b>					
31-40-100	Administrative & Professional	4,500	4,500	1,500	3,000
31-40-150	Bond Payment - Principal	862,000	872,000	7,412,232	896,000
31-40-200	Interest on Bond	218,991	201,159	417,343	385,898
Total EXPENDITURES:		1,085,491	1,077,659	7,831,076	1,284,898
Total Expenditure:		1,085,491	1,077,659	7,831,076	1,284,898
DEBT SERVICE FUND Revenue Total:		1,090,557	1,077,659	7,183,997	1,284,898
DEBT SERVICE FUND Expenditure Total:		1,085,491	1,077,659	7,831,076	1,284,898
Net Total DEBT SERVICE FUND:		5,067	.00	647,079-	.00

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
<b>CAPITAL IMPROVEMENTS</b>					
<b>REVENUE</b>					
40-30-110	Traffic Impact Fees	44,132	17,000	23,659	15,000
40-30-120	Park Impact Fees	28,873	17,000	63,429	40,000
40-30-200	Interest	10,754	3,000	22,941	8,000
40-30-205	Interest Earned - Traffic I/F	2,064	300	387	500
40-30-210	Interest Earned - Park I/Fees	5,384	300	1,318	2,000
40-30-300	Transfer In G/F - Prop 1	276,876	269,160	201,870	271,958
40-30-400	Transfer In From General Fund	847,058	.00	.00	.00
40-30-450	Trans From G/F- Class 'C' Rev	331,104	310,707	233,028	224,332
40-30-500	Transfer in Util F/F - G/F	.00	181,593	.00	179,559
40-30-600	Transfer in RIF	508,125	537,132	409,926	558,618
40-30-800	Appropriate Fund Balance	.00	750,000	.00	.00
40-30-805	Appropriate F/B - Class 'c'	.00	1,088,401	.00	.00
40-30-950	Non-Operating Capital Contrbtn	292,172	.00	.00	.00
Total REVENUE:		2,346,542	3,174,593	956,557	1,299,967
Total Revenue:		2,346,542	3,174,593	956,557	1,299,967
<b>EXPENDITURES</b>					
40-40-126	Nature Park - Phase III	308,136	.00	.00	.00
40-40-128	2019/2020 Road/sidewalk proj	.00	2,389,993	1,140,749	.00
40-40-129	2020/2021 Road/Sidewalk Proj.	.00	.00	.00	1,552,643
40-40-157	2018-2019 Road/Sidewalk Proj	389,811	.00	.00	.00
40-40-349	40th St. Widening - grant \$\$\$	432,722	.00	.00	.00
40-40-350	40th St. Betterments	10,440	.00	.00	.00
40-40-480	Transfer to General Fund	.00	750,000	.00	.00
40-40-550	Park Impact Fee Projects	19,598	17,300	.00	42,000
40-40-700	Traffic Impact Fee Projects	.00	17,300	19,107	15,500
Total EXPENDITURES:		1,160,707	3,174,593	1,159,856	1,610,143
Total Expenditure:		1,160,707	3,174,593	1,159,856	1,610,143
CAPITAL IMPROVEMENTS Revenue Total:		2,346,542	3,174,593	956,557	1,299,967
CAPITAL IMPROVEMENTS Expenditure Total:		1,160,707	3,174,593	1,159,856	1,610,143
Net Total CAPITAL IMPROVEMENTS:		1,185,834	.00	203,299-	310,176-
Net Grand Totals:		548,058	.00	2,083,155	1,672,149-





## NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, APRIL 21, 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, April 21, 2020; however, in response to the COVID-19 virus, public attendance will be by electronic means only. To view the council meeting live, go to [www.facebook.com/southogdencity](https://www.facebook.com/southogdencity) or to <https://vimeo.com/408022020>. Comments for the public comment time 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](mailto: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 Mike Howard

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

### III. RESPONSE TO PUBLIC COMMENT

### IV. RECOGNITION OF SCOUTS AND STUDENTS

### V. CONSENT AGENDA

- A. Approval of April 7, 2020 Council Minutes

## **VI. DISCUSSION / ACTION ITEMS**

- A.** Consideration of **Ordinance 20-14** – Adopting the Plan for the City Center Community Reinvestment Project Area
- B.** Consideration of **Resolution 20-06** – Approving an Agreement with Recommended Building Maintenance for Cleaning of City Hall
- C.** Consideration of **Resolution 20-07** – Approving an Agreement with Recommended Building Maintenance for Cleaning of Public Works and Parks Buildings
- D.** Consideration of **Resolution 20-08** – Approving an Agreement with Aventura Controls for Annual Maintenance of SCADA System
- E.** Consideration of **Resolution 20-09** – Approving an Agreement with Landmark Design for Design and Construction Documents for Club Heights Park
- F.** Consideration of **Resolution 20-10** – Amending an Agreement with Lime Scooters
- G.** Consideration of **Resolution 20-11** – Approving Interlocal Agreement for the City Center Community Reinvestment Project Area

## **VII. RECESS INTO COMMUNITY DEVELOPMENT RENEWAL AGENCY BOARD MEETING**

See separate agenda

## **VIII. RECONVENE AS SOUTH OGDEN CITY COUNCIL**

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

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

## **X. ADJOURN**

Posted to the State of Utah Website April 17, 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 (1<sup>st</sup> and 2<sup>nd</sup> floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on April 17, 2020. Copies were also delivered to each member of the governing body.

  
Leesa Kapetanov, City Recorder

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



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

TUESDAY, APRIL 7, 2020

WORK SESSION – 5 PM IN COUNCIL ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

### WORK SESSION MINUTES

#### COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Council Members Strate, Howard, and Smyth joined the meeting via the Zoom meeting app.

#### STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Finance Director Steve Liebersbach, Fire Chief Cameron West, Police Chief Darin Parke, Special Events Coordinator Jamie Healy, Information Services Manager Brian Minster, and Recorder Leesa Kapetanov Note: Assistant City Manager Doug Gailey, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, and Special Events Coordinator Jamie Healy joined the meeting via Zoom.

#### CITIZENS PRESENT

Members of the public could only join the meeting via Facebook Live and Vimeo. Comments made over those platforms at the appropriate times are included in the minutes.

#### OTHERS PRESENT

Joe Torman and Brian Wrigley, representatives of Lotus Inc., were present through the Zoom meeting app.

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

[https://www.southogdencity.gov/document\\_center/Sound%20Files/2020/CC200407\\_1659.mp3](https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200407_1659.mp3) or by requesting a copy from the office of the South Ogden City Recorder.

#### I. CALL TO ORDER

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

00:01:22

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

00:02:17

## II. REVIEW OF AGENDA

- There was no discussion of the agenda at this time
- Council Member Stewart requested that no last minute changes be made to the packet

## III. DISCUSSION ITEMS

### A. South Ogden Days

- Staff Overview- Special Events Coordinator Jamie Healy

00:05:10

- Discussion

00:11:12

The consensus of the Council was that South Ogden Days should be cancelled due to the COVID-19 virus and the uncertainty of being able to have an event with a large gathering of people.

### B. Briefing on Fiscal First Aid

- Staff Overview – City Manager Dixon and Finance Director Steve Liebersbach

00:23:19

- Discussion

00:42:39

## IV. ADJOURN

At 5:59 pm, Mayor Porter called for a motion to adjourn the work session.

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

00:58:25

## COUNCIL MEETING MINUTES

### COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Council Members Strate, Howard, and Smyth joined the meeting via the Zoom meeting app.

### STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Chief Darin Parke, Information Services Manager Brian Minster, and Recorder Leesa Kapetanov Note: City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, and Police Chief Darin Parke joined the meeting via Zoom.

### CITIZENS PRESENT

Members of the public could only join the meeting via Facebook Live and Vimeo. Comments made over those platforms at the appropriate times are included in the minutes.

### OTHERS PRESENT

Joe Torman and Brian Wrigley representatives of Lotus Inc., joined the meeting through the Zoom meeting app.

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

**[https://www.southogdencity.gov/document\\_center/Sound%20Files/2020/CC200407\\_1801.mp3](https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200407_1801.mp3)**

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

## I. OPENING CEREMONY

### A. Call To Order

- Mayor Porter called the meeting to order at 6:02 pm and called for a motion to convene

00:00:12

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

### B. Prayer/Moment Of Silence

The mayor led everyone in a moment of silence.

### C. Pledge Of Allegiance

Council Member Susan Stewart led the Pledge of Allegiance.

114

115 **II. PUBLIC COMMENTS**

- 116 • The mayor mentioned that some residents living on Porter had phoned or emailed himself and  
117 other council members during the week. He informed those watching they could comment if they  
118 wanted to. 00:01:14

119

120

121 **III. RESPONSE TO PUBLIC COMMENT**

- 122 • Not applicable at this time.

123

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125

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

- 127 • Not applicable

128

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130 **V. CONSENT AGENDA**

131 **A. Approval of March 17, 2020 Council Minutes**

- 132 • Mayor Porter read the consent agenda and asked if there were any questions. Seeing none,  
133 he called for a motion

134 00:01:52

135

136 **Council Member Strate moved to approve the consent agenda. The motion was seconded**  
137 **by Council Member Howard. There was no further discussion. The voice vote was**  
138 **unanimous in favor of the motion.**

139

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142 **VI. DISCUSSION ITEMS/ACTION ITEMS**

143 **A. Consideration of Ordinance 20-12 – Approving an Easement Agreement with Rocky**  
144 **Mountain Power at Club Heights Park**

- 145 • Staff overview 00:02:19  
146 • Council discussion 00:03:47  
147 • Motion 00:06:36

148

149 **Council Member Howard moved to adopt Ordinance 20-12. Council Member Orr**  
150 **seconded the motion. Mayor Porter asked if there was any more discussion, and seeing**  
151 **none, he called the vote:**

152

**Council Member Orr - Yes**

153

**Council Member Strate - Yes**

154

**Council Member Stewart - Yes**

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**Council Member Howard - Yes**

156

**Council Member Smyth- Yes**

Motion passed. Ordinance 20-12 was adopted.

**B. Consideration of Ordinance 20-13 – Approving a Development Agreement with Lotus Inc. for Property located on the Southeast Corner of 40<sup>th</sup> Street and Adams Avenue**

- Staff overview 00:07:19
- Council Member Orr discloses that she owns a rental property in South Ogden 00:25:44
- Questions/Discussion by Council 00:26:07
- Motion 01:07:53

Council Member Strate moved to approve the agreement with Lotus as is, except in regards to the parking. For the parking, the stackable parking must be a part of the initial construction, there must be parking under the courtyard, and that work be done on what is done with Porter. The motion was seconded by Council Member Howard. Mayor Porter asked if there was further discussion. Council Member Orr stated that even with the stacking of the cars, they could not get to 1.25 parking stalls per unit. It was much lower than the national average of 1.65. It was not enough parking and she was very concerned. Council Member Stewart said she did not feel they had addressed the code concerns. She intended to vote no. There were no more comments. The mayor called the vote:

Council Member Smyth-	Yes
Council Member Howard-	Yes
Council Member Stewart-	No
Council Member Strate-	Yes
Council Member Orr-	No

The motion stood.

Council Member Orr said she had some written material she would like to have submitted for the record concerning the public hearing held by the planning commission. See Attachment A.

**C. Consideration of Resolution 20-04 – Approving an Agreement with AAA Excavation for Construction of the 40<sup>th</sup> Street Detention Pond**

- Staff overview 01:12:44
- Council discussion 01:15:06
- Motion 01:17:56

Council Member Howard moved to approve Resolution 20-04, followed by a second from Council Member Strate. Council Member Stewart said she would be voting no because the public's perception was this detention pond was being provided for the benefit of developers at

the cost of the citizens. Parks and Public Works Director Jon Andersen pointed out the pipe work for the detention pond was completed three years earlier before 40<sup>th</sup> Street was widened. The storm water was coming from the streets above like Orchard, Evelyn, and Nordin; not from anywhere beside it or below it. City Manager Dixon said there was nothing in the development agreements for the projects that allowed any exceptions to the requirement that storm water be detained on the site. He also pointed out that the 40<sup>th</sup> Street detention pond had been in the capital facilities plan for many, many years. It was a critical piece of infrastructure to prevent flooding during high flood events. He then stated that a major portion of the funding was coming from storm drain impact fees, which had been paid by any one doing new construction, including any developer. **Mayor Porter then called the vote:**

Council Member Stewart -	No
Council Member Howard -	Yes
Council Member Strate -	Yes
Council Member Smyth-	Yes
Council Member Orr-	Yes

**Resolution 20-04 was adopted.**

**D. Consideration of Resolution 20-05 – Approving Municipal Waste Water Planning Report**

- Staff overview [01:23:28](#)
- There was no discussion on this item
- Motion [01:24:12](#)

**Council Member Howard moved to approve Resolution 20-05. Council Member Smyth seconded the motion. The mayor made a roll call vote:**

Council Member Strate-	Yes
Council Member Orr-	Yes
Council Member Howard-	Yes
Council Member Stewart-	Yes
Council Member Smyth-	Yes

**The report was approved.**

**VIII. REPORTS/DIRECTION TO CITY MANAGER**

**A. City Council Members**

- Council Member Strate - [01:24:45](#)
- Council Member Howard - [01:26:28](#)
- Council Member Smyth - [01:26:52](#)



- Council Member Stewart - 01:28:19
- Council Member Orr - 01:31:41
- B. City Manager 01:34:41
- C. City Attorney Nothing to report
- D. Mayor Porter 01:40:03

**IX. ADJOURN**

- At 7:44 pm, Mayor Porter called for a motion to adjourn

01:42:54

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

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council Work Session and Council Meeting held Tuesday, April 7, 2020.

  
Kapetanov, City Recorder

\_\_\_\_\_  
Leesa  
Date Approved by the City Council

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## ATTACHMENT A

Written submission from Council Member Orr

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I respectfully request that if the Development Agreement with Lotus Communities LLC is considered for the southeast corner of 40<sup>th</sup> Street and Adams Avenue; that we the City of South Ogden hold another public hearing and list all the accommodations being requested by Lotus Communities LLC.

I feel that it was a disservice to the community to not include the following items in the notice that was sent out to affected entities:

1. A substantial reduction in parking required.
2. Decrease the distance required from the neighboring property.

Please consider my request for a second public hearing which would include a complete list of all accommodations being requested in this Development Agreement.

Sallee Orr  
South Ogden City Council  
April 7, 2020



OFFICE OF THE CITY RECORDER

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March 12, 2020

Dear Property Owner/Affected Entity,

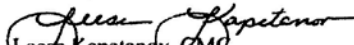
The South Ogden City Planning Commission will hold a public hearing on a proposed development agreement with Lotus Communities LLC, for development of the properties located on the southeast corner of 40<sup>th</sup> Street and Adams Ave. (see map on back of this page.) You are receiving this notice because you have been identified as a property owner within 500 feet of the proposed development or an affected entity of the proposed multi-family residential development using a development agreement. A development agreement is executed between the City and a developer, and is used as a method of providing the city with additional control and the developer more flexibility of the development project. The proposed development agreement would allow the following:

1. Allow a maximum of four stories instead of three
2. Decrease the transparency (amount of window area) requirement for the first floor
3. Decrease the current 14 foot ceiling height for the first floor

The hearing on the development agreement will be at 6:15 pm, or as soon as the agenda permits, during the South Ogden City Planning Commission Meeting on **March 26, 2019**. The meeting will be located at City Hall, 3950 Adams Ave., 84403, in the city council chambers. You are invited to attend and offer comment or respond in writing.

To view the development agreement or if you have further questions, please call the City Recorder at 801-622-2709.

Sincerely,

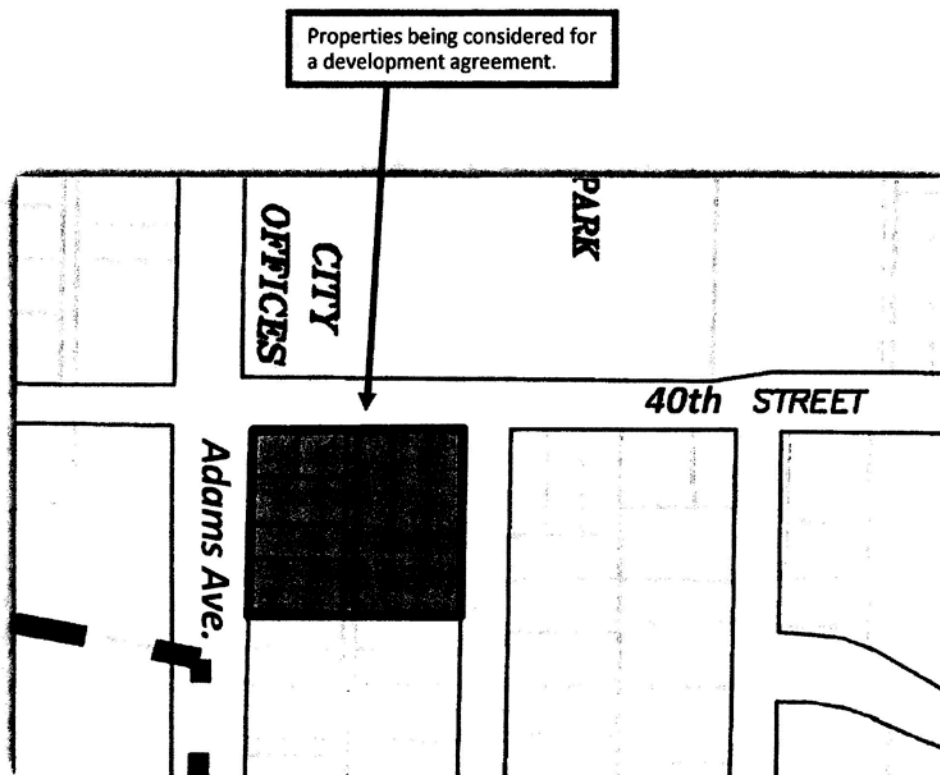
  
Leesa Kapetanov, CMC  
South Ogden City Recorder

---

E lkapetanov@southogdencity.com  
O 801-622-2709  
F 801-622-2713

3950 Adams Ave., Ste. 1  
South Ogden, UT 84403

southogdencity.com



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3950 Adams Ave., Ste. 1  
 South Ogden, UT 84403

[southogdencity.com](http://southogdencity.com)

**SOUTH OGDEN CITY  
ORDINANCE NO. 20-14**

**AN ORDINANCE OF SOUTH OGDEN CITY ADOPTING THE COMMUNITY  
REINVESTMENT PROJECT AREA PLAN FOR THE SOUTH OGDEN CITY CENTER  
COMMUNITY REINVESTMENT PROJECT AREA.**

**WHEREAS**, the South Ogden City Community Development and Renewal Agency (the “**Agency**”), having prepared a Project Area Plan (the “**Plan**”) for the City Center Community Reinvestment Project Area pursuant to Utah Code Annotated (“**UCA**”) § 17C-5, and having held the required public hearing on the Plan pursuant to UCA § 17C-5-104, has adopted on this same date the Plan as the Official Community Reinvestment Project Area Plan for the City Center Community Reinvestment Project Area; and

**WHEREAS**, Section 17C-5-109 of the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the “**Act**”) mandates that before a community reinvestment project area plan approved by an agency under UCA § 17C-5 may take effect it must be adopted by ordinance of the legislative body of the community that created the agency; and

**WHEREAS**, the Act also requires that certain notice is to be given by the community legislative body upon its adoption of a community reinvestment project area plan under UCA § 17C-5-110.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of South Ogden that:

**1.** The City Council of South Ogden City hereby adopts and designates the City Center Community Reinvestment Project Area Plan dated April 21, 2020, as approved by the Agency on this same date, as the *Official Community Reinvestment Project Area Plan for the South Ogden City Center Community Reinvestment Project Area* (the “**Official Plan**”).

**2.** The boundaries of the City Center Community Reinvestment Project Area are as shown on the map attached hereto as **Exhibit A** and described by the legal description attached hereto as **Exhibit B**.

**3.** City and Agency Staff are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-5-110, whereupon the Official Plan shall become effective under UCA § 17C-5-110.

**4.** Pursuant to the Act, the Agency may proceed to carry out the Official Plan as soon as it becomes effective.

**5.** 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.

**6.** 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.

**7.** 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.

**8.** This ordinance takes effect upon its publication and recording, but not sooner than 15 days from this date.

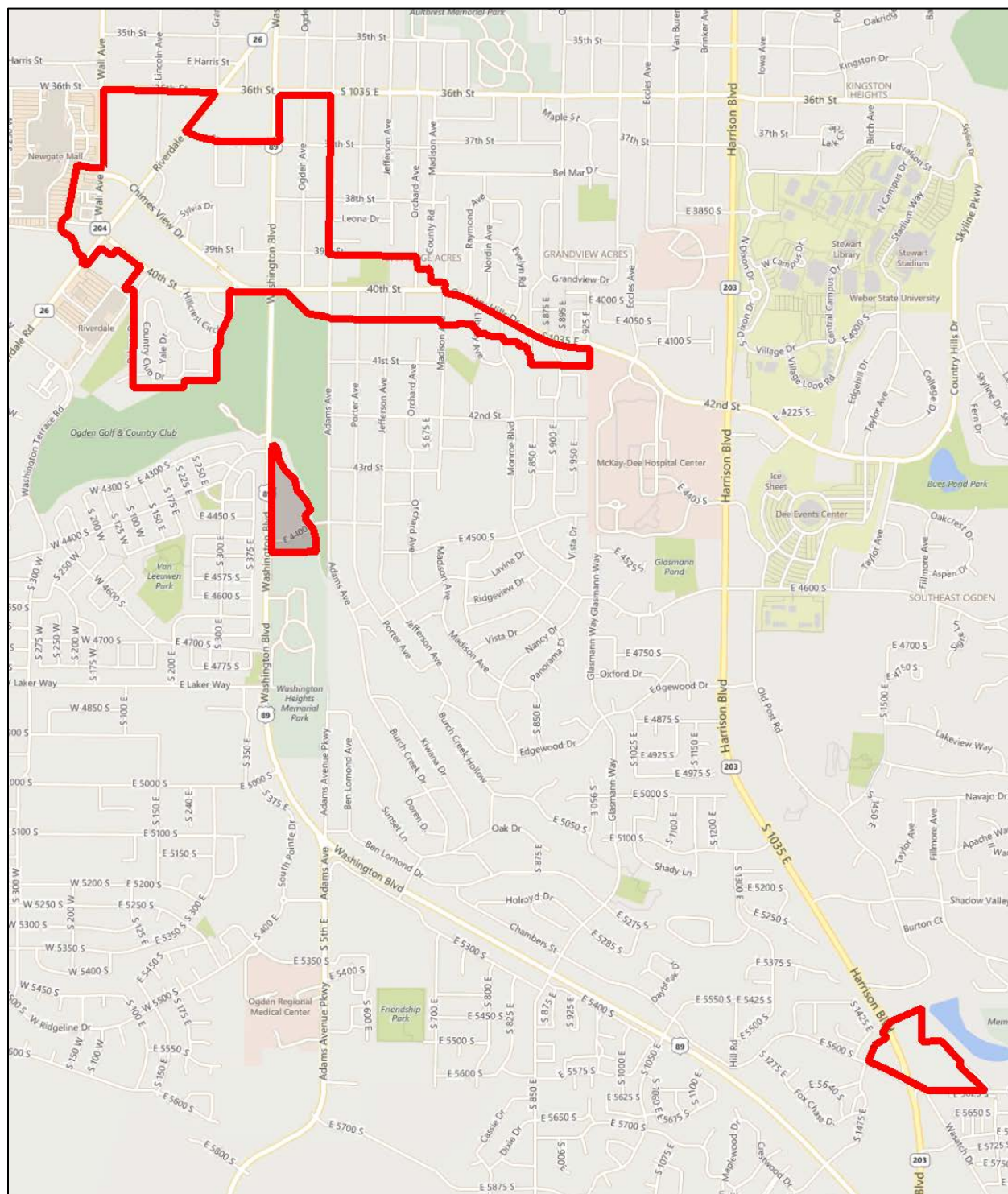
DATED the 21<sup>st</sup> day of April, 2020.

by: \_\_\_\_\_  
Russell L. Porter, Mayor

Attested and recorded:

\_\_\_\_\_  
Leesa Kapetanov, CMC  
City Recorder

## City Center CRA Map





## **EXHIBIT B**

### *City Center CRA Legal Description*

Beginning North 89°46'20 West 524.92 feet and South 00°58'00" West 1,008.13 feet from the Northeast corner of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, SLBM, said point being the Northeast corner of Parcel #051390054; thence westerly along the north boundary of said parcel to the Northwest corner of said parcel; thence southerly along the west boundary of said parcel and Parcels #051390015, 051390077, 051390020, 051400014, 051400017, 051390023, 051390092 to the Southwest corner of Parcel #051390092; thence southeasterly along the south boundary of Parcel #051390092 to the Southeast corner of Parcel #051390124; thence southeasterly along the boundary of South Ogden City and across Riverdale Road to the Southwest corner of Parcel #052070001 which is also the east right-of-way of Riverdale Road; thence northeasterly along the west boundary of Parcel #052070001 to the Southwest corner of Parcel #051410042; thence southeasterly along the south boundary of said parcel to the Southeast corner of said parcel; thence northeasterly to the Northeast corner of said parcel; thence southeasterly along the north boundary of Parcel #052070001 to the Northeast corner of said parcel; thence southwesterly to the Southwest corner of Parcel #051380057; thence along the south boundary of said parcel to the Southeast corner of said parcel; thence southerly across Palmer Road to the Southwest corner of Lot 53, Block 2 of the Country Club Heights Subdivision; thence southerly along the west boundary of said subdivision to the Southwest corner of Parcel #060220009; thence southerly across 4150 South Street to the Northwest corner of Parcel #060220007; thence southerly to the Southwest corner of Parcel #060220007; thence easterly along the south boundary of the Country Club Heights Subdivision to the Southeast corner of Parcel #060210015 of said subdivision; thence northerly along the east boundary of said subdivision to the east right of way line of Country Club Drive; thence northerly along the east right of way line of said subdivision to the intersection of County Club Drive and 40th Street; thence easterly along the south right of way line of 40th Street to the Northeast corner of Parcel #051340023; thence easterly across Washington Boulevard to the Northwest corner of Parcel 060190031; thence easterly to the Northwest corner of Parcel #060190030; thence southeasterly along the west boundary of said parcel to the Northwest corner of Parcel #060190006; thence southeasterly along the south boundary of said parcel to the Southeast corner of said parcel; thence southeasterly across Adams Avenue to the Southwest corner of Parcel #060830007; thence easterly along the south boundary of said parcel to the Southeast corner of Parcel #060830015; thence easterly across Porter Avenue to the Southwest corner of Parcel #060830021; thence easterly along the south border of said parcel to the Southeast corner of Parcel #060830027; thence southeasterly across Jefferson Avenue to the Southwest corner of Parcel #060840007; thence along the south boundary of said parcel to the Southeast corner of Parcel #060840017; thence southeasterly across Madison Avenue to the Southwest corner of Parcel #060360002; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence northerly to the Northwest corner of Parcel #060510016; thence easterly along the north boundary of said parcel to the Northeast corner of said parcel; thence southerly along the east boundary of said parcel to the Southeast corner of said parcel; thence easterly across Liberty Avenue to the Northwest corner of Parcel #060510022; thence southerly along the west boundary of said parcel to the Southwest corner of said parcel; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence southerly to the Southwest corner of Parcel #060350012; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence easterly across Monroe Boulevard to the Northwest corner of Parcel #060350006; thence southerly to the Southwest corner of said parcel; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence southerly along the west boundary of Parcel #060350021 to the Southwest corner of said parcel; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence northerly along the east boundary of said parcel the Northeast corner of said parcel; thence east to the Northeast corner of Parcel #060350007; thence southerly along the east boundary of said parcel to the Southwest corner of Gramercy Avenue; thence easterly to the Northeast corner of Parcel #060320064; thence southerly along the east boundary of said parcel to the Southwest corner of Parcel #060740015; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence easterly across 900 East Street to the Southwest corner of Parcel #060740014; thence easterly along the south boundary of said parcel to the Southeast corner of Parcel #060740001; thence northerly along the east boundary of said parcel to the Northeast corner of said parcel and the south right of

way of 40th Street; thence westerly along the north boundary of said parcel and right of way to the Northwest corner of Parcel #060740014; thence westerly across 900 East Street to the Northeast corner of Parcel #060740015; thence westerly along the north boundary of said parcel to the Northeast corner of said parcel; thence westerly across Gramercy Avenue to the Northeast corner of Parcel #060350008; thence westerly along the south right of way of 40th Street to the Northwest corner of Parcel #060350001; thence westerly across Monroe Boulevard to the Northeast corner of Parcel #060350015; thence westerly along the south right of way of 40th Street to the Northwest corner of Parcel #060510026; thence westerly across Liberty Avenue to the Northeast corner of Parcel #060510012; thence westerly to the Northwest corner of Parcel #060510028; thence northerly across 40th Street to the Southeast corner of Parcel #050820017; thence northerly along the east boundary of said parcel to the Northeast corner of said parcel; thence westerly along the north boundary of said parcel to the Northwest corner of said parcel; thence northwesterly to the Northeast corner of Parcel #050920014; thence northerly to the Northeast corner of Parcel #050920012; thence westerly along the north boundary of said parcel to the Northwest corner of said parcel; thence northerly to the Northwest corner of Parcel #050920010; thence westerly across Orchard Avenue to the south right of way of 39th Street and the Northeast corner of Parcel #050920008; thence westerly along the south right of way of said street to the west right of way of Adams Avenue and the Northeast corner of Parcel #051350031; thence northerly along the west right of way of Adams Avenue to the intersection of Adams Avenue and 36th Street and the Northeast corner of Parcel #051260048; thence westerly along the south right of way of 36th Street to the East right-of-way of Washington Boulevard said point being the Northwest corner of Parcel #050650003; thence southerly along said right-of-way to the Southwest corner of Parcel #051260034 which is also the intersection of Washington Boulevard and 37th South Street and the north right-of-way of 37th South Street; thence westerly across Washington Boulevard to the Southeast corner of Parcel #051690003; thence along the north right-of-way of 37th South Street to the Southwest corner of Parcel #051670006 which is also the east right-of-way of Riverdale Road; thence northeasterly along said right-of-way to the intersection of Riverdale Road and 36th South Street; thence westerly to the west right-of-way of Riverdale Road which is the Northeast corner of Parcel #051220003; thence westerly to the east right of way of Wall Avenue and the Northwest corner of Parcel #051390009; thence southerly along the east right of way of Wall Avenue to the Southwest corner of Parcel #051390125; thence southwesterly across Wall Avenue to the Point of Beginning.

Also, beginning North 89°08'18" West 800.78 feet and North 01°17'42" East 1670.66 feet from the Southeast corner of Section 8, Township 5 North, Range 1 West, SLBM, said point also being the Southwest corner of Parcel #060190028; thence easterly along the south boundary of said parcel to the east boundary of Parcel #060190027; thence northerly along the east boundary of said parcel to the Northeast corner of said parcel; thence northerly across 4400 South Street to the Southeast corner of Parcel #060190040; thence northerly along the east boundary of said parcel to the Southeast corner of Parcel #060190039; thence northwesterly along the east boundary of said parcel to the Northwest corner of said parcel and the east right of way of Washington Boulevard; thence south along the east right of way of said boulevard to the Southwest corner of Parcel #060190017; thence southerly across 4400 South Street to the Northwest corner of Parcel #060190028; thence southerly to the Point of Beginning.

Also, beginning 1,126.2 feet north of the Southeast corner of the Southwest Quarter of Section 15, Township 5 North, Range 1 West, SLBM, said point also being the Northeast corner of Parcel #070040053; thence southwesterly along the north boundary of said parcel to the Northwest corner of said parcel; thence southwesterly to the Northeast corner of Parcel #070040028; thence southwesterly to the Southwest corner of said parcel; thence southwesterly to the east right of way of 5600 South Street and the Southwest corner of Parcel #070040041; thence southeasterly along the right of way of said street to the intersection of said street and Harrison Boulevard; thence southeasterly across said boulevard to the Southwest corner of Parcel #070040038; thence southeasterly to the north right of way of Combe Road; thence easterly along said right of way to the Southeast corner of Parcel #070070017; thence northwesterly along the east boundary of said parcel to the Northeast corner of said parcel; thence northeasterly to the Southeast corner of Parcel #070070016; thence northwesterly along the east boundary of said parcel to the Northeast corner of said parcel; thence westerly to the Northwest corner of Parcel #077110020; thence northerly along the east boundary of said parcel to the Point of Beginning.

# **South Ogden City Center Community Reinvestment Project Area Plan**

**Adopted April 21, 2020**



**Prepared by:**

**the South Ogden City Community Development and Renewal Agency**  
with the assistance of Smith Hartvigsen, PLLC

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## 1. Introduction, Adoption of Project Area Plan

The Agency Board requested that the South Ogden City Community Development and Renewal Agency (the “**Agency**”), with the assistance of hired consultants and staff, prepare a Community Reinvestment Project Area Plan pursuant to the provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated 1953, as amended (the “**Act**”). The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout the establishment of the Project Area, and this Plan. This Community Reinvestment Project Area Plan (the “**Project Area Plan**” or the “**Plan**”) is for a development located entirely within the boundaries of South Ogden City. The specific boundaries and proposed development that is expected to occur within these boundaries are set forth in this Project Area Plan. This Plan shall be titled “South Ogden City Center Community Reinvestment Project Area Plan” and has been adopted on the date shown on the cover page.

A map of the Community Reinvestment Area (“**CRA**” or “**Project Area**”) is included as **Exhibit A**.

The Agency has determined that the area meets the criteria for creation of a CRA. The area offers the opportunity to bring new development to South Ogden that will attract private capital investment, contribute to the tax base, and otherwise contribute to the economic vitality and prosperity of South Ogden City.

Creation of the CRA will allow property owners within the project area the opportunity to request incentives from the Agency in order to make various projects financially viable and to bring jobs, property tax revenue, and sales tax revenue to South Ogden City.

This document is prepared in good faith as a current reasonable estimate of the economic impact of this Project. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this report represents the reasonable expectations of the Project. The Agency makes no guarantee that the projections contained in this Plan document or in the Budget for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, as amended; this Plan shall not be interpreted to limit or restrict the powers of the agency as granted by the Act.

The ordering of sections of this Project Area Plan document is consistent with the presentation of requirements and other criteria for CRA development as set forth in Utah Code § 17C-5-105.

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## **2. Community Reinvestment Project Area Boundaries**

The Project Area is located within South Ogden, Utah and contains approximately 304 acres. A map of the Project Area is attached as **Exhibit A** and incorporated herein.

The land contained within the CRA is owned by a number of private people and entities; some parcels within the Project Area are currently owned by the City and may be transferred to the Agency to encourage project area development. The legal description of the Project Area is below:

Beginning North 89°46'20 West 524.92 feet and South 00°58'00" West 1,008.13 feet from the Northeast corner of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, SLBM, said point being the Northeast corner of Parcel #051390054; thence westerly along the north boundary of said parcel to the Northwest corner of said parcel; thence southerly along the west boundary of said parcel and Parcels #051390015, 051390077, 051390020, 051400014, 051400017, 051390023, 051390092 to the Southwest corner of Parcel #051390092; thence southeasterly along the south boundary of Parcel #051390092 to the Southeast corner of Parcel #051390124; thence southeasterly along the boundary of South Ogden City and across Riverdale Road to the Southwest corner of Parcel #052070001 which is also the east right-of-way of Riverdale Road; thence northeasterly along the west boundary of Parcel #052070001 to the Southwest corner of Parcel #051410042; thence southeasterly along the south boundary of said parcel to the Southeast corner of said parcel; thence northeasterly to the Northeast corner of said parcel; thence southeasterly along the north boundary of Parcel #052070001 to the Northeast corner of said parcel; thence southwesterly to the Southwest corner of Parcel #051380057; thence along the south boundary of said parcel to the Southeast corner of said parcel; thence southerly across Palmer Road to the Southwest corner of Lot 53, Block 2 of the Country Club Heights Subdivision; thence southerly along the west boundary of said subdivision to the Southwest corner of Parcel #060220009; thence southerly across 4150 South Street to the Northwest corner of Parcel #060220007; thence southerly to the Southwest corner of Parcel #060220007; thence easterly along the south boundary of the Country Club Heights Subdivision to the Southeast corner of Parcel #060210015 of said subdivision; thence northerly along the east boundary of said subdivision to the east right of way line of Country Club Drive; thence northerly along the east right of way line of said subdivision to the intersection of County Club Drive and 40th Street; thence easterly along the south right of way line of 40th Street to the Northeast corner of Parcel #051340023; thence easterly across Washington Boulevard to the Northwest corner of Parcel 060190031; thence easterly to the Northwest corner of Parcel #060190030; thence southeasterly along the west boundary of said parcel to the Northwest corner of Parcel #060190006; thence southeasterly along the south boundary of said parcel to the Southeast corner of said parcel; thence southeasterly across Adams Avenue to the Southwest corner of Parcel #060830007; thence easterly along the south boundary of said parcel to the Southeast corner of Parcel #060830015; thence easterly across Porter Avenue to the Southwest corner of Parcel #060830021; thence easterly along the south border of said parcel to the Southeast corner of Parcel #060830027; thence southeasterly across Jefferson Avenue to the Southwest corner of Parcel #060840007; thence along the south boundary of said parcel to the Southeast corner of Parcel #060840017; thence southeasterly across Madison Avenue to the Southwest corner of Parcel #060360002; thence easterly along the south boundary

of said parcel to the Southeast corner of said parcel; thence northerly to the Northwest corner of Parcel #060510016; thence easterly along the north boundary of said parcel to the Northeast corner of said parcel; thence southerly along the east boundary of said parcel to the Southeast corner of said parcel; thence easterly across Liberty Avenue to the Northwest corner of Parcel #060510022; thence southerly along the west boundary of said parcel to the Southwest corner of said parcel; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence southerly to the Southwest corner of Parcel #060350012; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence easterly across Monroe Boulevard to the Northwest corner of Parcel #060350006; thence southerly to the Southwest corner of said parcel; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence southerly along the west boundary of Parcel #060350021 to the Southwest corner of said parcel; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence northerly along the east boundary of said parcel the Northeast corner of said parcel; thence east to the Northeast corner of Parcel #060350007; thence southerly along the east boundary of said parcel to the Southwest corner of Gramercy Avenue; thence easterly to the Northeast corner of Parcel #060320064; thence southerly along the east boundary of said parcel to the Southwest corner of Parcel #060740015; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence easterly across 900 East Street to the Southwest corner of Parcel #060740014; thence easterly along the south boundary of said parcel to the Southeast corner of Parcel #060740001; thence northerly along the east boundary of said parcel to the Northeast corner of said parcel and the south right of way of 40th Street; thence westerly along the north boundary of said parcel and right of way to the Northwest corner of Parcel #060740014; thence westerly across 900 East Street to the Northeast corner of Parcel #060740015; thence westerly along the north boundary of said parcel to the Northeast corner of said parcel; thence westerly across Gramercy Avenue to the Northeast corner of Parcel #060350008; thence westerly along the south right of way of 40th Street to the Northwest corner of Parcel #060350001; thence westerly across Monroe Boulevard to the Northeast corner of Parcel #060350015; thence westerly along the south right of way of 40th Street to the Northwest corner of Parcel #060510026; thence westerly across Liberty Avenue to the Northeast corner of Parcel #060510012; thence westerly to the Northwest corner of Parcel #060510028; thence northerly across 40th Street to the Southeast corner of Parcel #050820017; thence northerly along the east boundary of said parcel to the Northeast corner of said parcel; thence westerly along the north boundary of said parcel to the Northwest corner of said parcel; thence northwesterly to the Northeast corner of Parcel #050920014; thence northerly to the Northeast corner of Parcel #050920012; thence westerly along the north boundary of said parcel to the Northwest corner of said parcel; thence northerly to the Northwest corner of Parcel #050920010; thence westerly across Orchard Avenue to the south right of way of 39th Street and the Northeast corner of Parcel #050920008; thence westerly along the south right of way of said street to the west right of way of Adams Avenue and the Northeast corner of Parcel #051350031; thence northerly along the west right of way of Adams Avenue to the intersection of Adams Avenue and 36th Street and the Northeast corner of Parcel #051260048; thence westerly along the south right of way of 36th Street to the East right-of-way of Washington Boulevard said point being the Northwest corner of Parcel #050650003; thence southerly along said right-of-way to the Southwest corner of Parcel #051260034 which is also the intersection of Washington Boulevard and 37th South Street and the north right-of-way of 37th South Street; thence westerly across Washington Boulevard to the Southeast corner of Parcel #051690003; thence along the north right-of-way of 37th South Street to the Southwest corner of Parcel #051670006 which is also the east right-of-way of Riverdale Road; thence northeasterly along said right-of-way to the intersection of Riverdale Road and 36th South Street; thence westerly to the west right-of-way of Riverdale Road which is the Northeast corner of Parcel #051220003; thence westerly to the east right of way of Wall Avenue and the Northwest corner of Parcel #051390009; thence southerly along the east right of way of Wall Avenue to the Southwest corner of Parcel #051390125; thence southwesterly across Wall Avenue to the Point of Beginning.

Also, beginning North 89°08'18" West 800.78 feet and North 01°17'42" East 1670.66 feet from the Southeast corner of Section 8, Township 5 North, Range 1 West, SLBM, said point also being the Southwest corner of Parcel #060190028; thence easterly along the south boundary of said parcel to the east boundary

of Parcel #060190027; thence northerly along the east boundary of said parcel to the Northeast corner of said parcel; thence northerly across 4400 South Street to the Southeast corner of Parcel #060190040; thence northerly along the east boundary of said parcel to the Southeast corner of Parcel #060190039; thence northwesterly along the east boundary of said parcel to the Northwest corner of said parcel and the east right of way of Washington Boulevard; thence south along the east right of way of said boulevard to the Southwest corner of Parcel #060190017; thence southerly across 4400 South Street to the Northwest corner of Parcel #060190028; thence southerly to the Point of Beginning.

Also, beginning 1,126.2 feet north of the Southeast corner of the Southwest Quarter of Section 15, Township 5 North, Range 1 West, SLBM, said point also being the Northeast corner of Parcel #070040053; thence southwesterly along the north boundary of said parcel to the Northwest corner of said parcel; thence southwesterly to the Northeast corner of Parcel #070040028; thence southwesterly to the Southwest corner of said parcel; thence southwesterly to the east right of way of 5600 South Street and the Southwest corner of Parcel #070040041; thence southeasterly along the right of way of said street to the intersection of said street and Harrison Boulevard; thence southeasterly across said boulevard to the Southwest corner of Parcel #070040038; thence southeasterly to the north right of way of Combe Road; thence easterly along said right of way to the Southeast corner of Parcel #070070017; thence northwesterly along the east boundary of said parcel to the Northeast corner of said parcel; thence northeasterly to the Southeast corner of Parcel #070070016; thence northwesterly along the east boundary of said parcel to the Northeast corner of said parcel; thence westerly to the Northwest corner of Parcel #077110020; thence northerly along the east boundary of said parcel to the Point of Beginning.

### **3. Summary of Existing Land Use, Principal Streets, Population Densities and Building Intensities**

#### **Existing Land Use Map**

A map of existing zoning in the Project Area is included as **Exhibit B** and is incorporated herein. A map indicating the layout of principal streets serving the area is included as **Exhibit C**.

The Project Area consists of three distinct areas. The northerly area is known as the North Area and is approximately 273 acres. The southerly area is known as the South Area and is approximately 18.7 acres. The portion of the Project Area between the North Area and the South Area is known as the Central Area and is approximately 12 acres.

The land within the Project Area is controlled by the City's Form-Based Code (Title 10, Chapter 5.1). The City Center and 40<sup>th</sup> Street Corridor form-based code was adopted in 2016 and the Commercial Areas form-based code was adopted in 2017. Together, these two form-based codes encompass the North Area, South Area and Central Areas described in the Project Area Plan. The goal of the form-based code is to create a walkable city with mixed-use centers along the City's principle transit corridors; including Riverdale Road, Washington Blvd, 40<sup>th</sup> Street, and Harrison Blvd. The form-based code will ensure that as redevelopment occurs, new development will be based on traditional commercial development principles that emphasize walkability and pedestrians, rather than parking and automobiles.

Portions of the following subdistricts are included within the Project Area:

40<sup>th</sup> Street General



City Center Core  
City Center General  
Edge  
Gateway Core  
Gateway General  
Neighborhood Commercial  
Riverdale Road General

Small portions of the Project Area are also zoned for single and two-family residential development. The Agency does not anticipate that significant changes to existing zoning will be required to accommodate desirable development within the Project Area.

Access to the Project Area is generally via Riverdale Road, Washington Boulevard, and Harrison Boulevard. These major streets lead to a number of secondary streets that also provide access to the Project Area. These streets are major thoroughfares and provide good access to the Project Area and can generally accommodate any traffic that may come as a result of future development. The Agency does not anticipate any significant changes to existing streets or traffic patterns as a result of development within the Project Area.

#### **General Description of surrounding property**

The North Area includes some of the City's main retail and commercial areas, some existing residential areas, and also City Hall. To the west, the North Area abuts commercial areas (in Ogden City). To the north is a mix of small commercial and residential areas. To the east is primarily existing residential areas. To the south is the Ogden Golf and Country Club and existing residential developments.

The Central Area is zoned as neighborhood commercial and includes some existing businesses. To the east and west are existing residential areas. To the north is Ogden Golf and Country Club and to the south is industrial property and a cemetery.

The South Area is bordered on the north and east by an irrigation reservoir and undeveloped property. To the west is single family residential and to the south are commercial and multi-family developments.

The expected development of the Project Area in compliance with applicable standards and regulations will not impose any public health, safety, or general welfare issues. The Agency anticipates that the contemplated development within the Project Area will be beneficial to the existing businesses within the Project Area and in the vicinity. Additionally, the Agency expects that the contemplated development within the Project Area will not be negatively affected by the other nearby uses.

#### **Population Density in the Project Area**

The Project Area contains a mix of low-density residential development, multi-family housing, and commercial areas. The Agency expects that various types of projects will develop within

different portions of the Project Area. At least some development in the Project Area will likely involve multi-family residential development—including such development as part of a larger mixed-use project—and that population density will increase accordingly as development occurs.

### **Building Density in the Project Area**

In general, the land within the Project Area is mostly built out. However, some prime undeveloped land remains vacant and certain parcels could be utilized more efficiently. As increasing density is usually a key aspect of new development in an existing city like South Ogden, the Agency generally expects that density will increase in areas of new development; however, density may correspondingly decrease in areas dedicated to open or public space as part of new development projects.

### **Impact of Development on Land Use, Population, and Building Density**

As noted, population and building density within the Project Area will probably increase with new development. In general, the Agency expects that development within the Project Area will increase the density as compared to current uses. The City may change existing zoning as appropriate to accommodate desirable development; however, any such changes are subject to all applicable City land use ordinances, regulations and processes.

## **4. Standards That Will Guide Development**

Development in the Project Area will be subject to appropriate elements of the South Ogden City building permit process, conditional use permits (if applicable), and all applicable South Ogden City Ordinances. Development/expansion proposals shall be accompanied by site plans, development data, and other appropriate material clearly describing the extent of development/expansion proposed, and any other data that is required by the City's Building, Planning and Zoning Departments.

The following objectives, standards, and conditions, along with others, may be considered by the Agency in determining whether a particular project or development is desirable within the Project Area:

1. Removal of structurally substandard buildings or improvements to permit the return of land to its highest and best economic use. Provide for the correction of vacant buildings.
2. Removal of impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by improved public utilities and infrastructure improvements. Provide for the correction of vacant land.
3. Rehabilitation and/or addition of commercial and multi-family structures; and rehabilitation of single-family homes if the historic quality can be retained or restored.

4. The elimination of environmental deficiencies, including irregular lot subdivision, inadequate drainage, weeds and excessive secluding vegetation, underutilized land, and soil contamination mitigation, if present.

5. Achievement of an environment which reflects appropriate architectural, landscape, and urban design principles consistent with zoning guidelines as well as the contributing character of historically significant homes and other buildings within the area. This type of environment should be developed through encouragement, guidance, appropriate enforcement and controls, ordinances, and professional assistance to owner participants and developers.

6. Promotion and marketing of the Project Area for development or investment that would be complimentary to existing businesses and residential areas or would enhance the economic base of the neighborhood through diversification.

7. Upgrade or replacement of utilities, streets, curbs, sidewalks, parking areas, landscaping, and lighting to give the area a refined look consistent with the objectives of the applicable zoning and in a manner that attracts business and residential activity.

8. Provide for the strengthening of the tax base and economic health of the entire community.

9. Provide improved public streets, road access, associated utilities, and pedestrian/bicycle access to the Area to facilitate better traffic circulation and reduce traffic hazards. Provide improved pedestrian circulation systems that create landscaped walkways through the inner block to provide attractive and safe pedestrian connections. The Agency shall work with the City to recommend ways to improve traffic and pedestrian circulation within and abutting the Project Area.

10. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of social and economic activity for the City.

11. Coordinate and improve the public transportation system, including bus stops and other public transit services.

12. Eliminate the influences and factors that lead to the poor design, installation, and/or management of the façade zone area of residential properties. This area is defined as the area between the front door and the back of curb and includes elements such as landscaping, paved

surfaces, porches, lighting, siding, and utilities.

13. Recognize, promote and support the retention, restoration and appropriate reuse of existing buildings, groupings of buildings, and other physical features of those having significant historic and/or architectural value and ensure that new development is sensitive to these features.

14. Promote and encourage the practice and expansion of sustainable initiatives including, but not limited to, energy efficiency, LEED Certification, renewable energy projects, charging stations, ride-sharing programs, water conservation, recycling, historic reuse, and Low-Impact-Development (LID).

These and other applicable standards are intended to assure that the proposed use will be harmonious with neighboring uses, will comply with the General Plan and will impose no unreasonable demands for public services.

## **5. Description of How Purposes of the Act Will be Attained**

Title 17C of the Utah Code contains the following definition of Project Area Development:

“Project area development” means activity within a project area that, as determined by the board, encourages, promotes, or provides development or redevelopment for the purpose of implementing a project area plan, including:

- (a) promoting, creating, or retaining public or private jobs within the state or a community;
- (b) providing office, manufacturing, warehousing, distribution, parking, or other facilities or improvements;
- (c) planning, designing, demolishing, clearing, constructing, rehabilitating, or remediating environmental issues;
- (d) providing residential, commercial, industrial, public, or other structures or spaces, including recreational and other facilities incidental or appurtenant to the structures or spaces;
- (e) altering, improving, modernizing, demolishing, reconstructing, or rehabilitating existing structures;
- (f) providing open space, including streets or other public grounds or space around buildings;
- (g) providing public or private buildings, infrastructure, structures, or improvements;
- (h) relocating a business;
- (i) improving public or private recreation areas or other public grounds;
- (j) eliminating blight or the causes of blight;

- (k) redevelopment as defined under the law in effect before May 1, 2006; or
- (l) any activity described in Subsections (47)(a) through (k) outside of a project area that the board determines to be a benefit to the project area.

(Utah Code § 17C-1-102(47)).

The creation of the Project Area furthers the attainment of the purposes of Title 17C by addressing the following objectives:

- Providing necessary public infrastructure to encourage and promote additional development activities within or near the Project Area.
- Providing additional employment opportunities, thus encouraging and promoting new development activities, such as residential developments for employees, commercial developments for suppliers, restaurateurs, and other businesses.
- Providing for the development of vacant land within the Project Area, as well as the development of existing structures.
- Providing for the restoration of historic structures.
- New development within the Project Area will meaningfully enhance South Ogden's property and sales tax base, thus increasing the resources available for performing basic governmental services.
- Support and encourage appropriate public and private development efforts in the community.

It is the intent of the Agency, with the assistance and participation of private property owners, to encourage and accomplish appropriate development within the Project Area by methods described in this Plan and as allowed by the Act. This includes the restoration/renovation of historical buildings, enhancement to existing buildings, the possible construction of new buildings, facilities and infrastructure, the diversification and stabilization of the housing stock, the creation of new jobs, and the use of incentives to maximize other appropriate development beneficial to the City and its citizens. By these methods, the private sector should be encouraged to undertake new development which will strengthen the tax base of the community in furtherance of the objectives set forth in the Act.

The Agency, in pursuing development strategies that will achieve the purposes of the Act and promote a more vibrant and economically healthy community, may utilize its resources to address substandard conditions and effectuate Project Area Development activities as defined in the Act and as allowable by law. Possible strategies available to facilitate development and

investment in the Area may include, but are not limited to, the acquisition, clearance, disposition, and rehabilitation of residential and commercial properties, as more fully described below:

1. Acquisition and Clearance: The Agency may acquire, but is not required to acquire, real property located in the Project Area for purposes of promoting project area development. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method. Generally, personal property will not be acquired by the Agency. However, where necessary in the execution of the objectives of this Plan, the Agency shall be authorized to acquire personal property in the Project Area by any lawful means. The Agency intends that all property needed to be acquired within the Project Area will be acquired, if possible, by open negotiations between willing sellers and willing buyers. The creation of the Project Area and the adoption of this Plan do not give the Agency any eminent domain power within the Project Area

2. Property Disposition and Development: The Agency shall be authorized, by lawful means, to promote Project Area Development. The Agency shall be authorized, by lawful means, to demolish and clear buildings, structures, and other improvements from real property in the Project Area as necessary to carry out the purposes of this Plan. The Agency shall be authorized to install and construct, or to cause to be installed and constructed, the public improvements, public facilities, and public utilities, within the Project Area which are necessary or desirable to carry out this Plan. The Agency shall be authorized to prepare or cause to be prepared as building sites real property in the Project Area. The Agency shall also be authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area according to the appropriate legal means available.

3. Conditioned on approval by the Agency Board, the Agency shall be authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, grant or otherwise dispose of any interest in real property within the Project Area. If such authorization is given, the Agency shall be able to dispose of real property by gift, grant, leases or sales by negotiation with or without public bidding. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan and other associated plans, as applicable.

4. To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private owners and private enterprise in carrying out development activities. To the extent now or hereafter permitted by law, the Agency shall be authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area.

5. Rehabilitation: Properties vacant, abandoned or otherwise determined to be in substandard condition by the City by any lawful means may be sufficiently rehabilitated by the property owner or others to insure a new or remaining economic life of twenty years.

6. Cooperation with the Community and Public Entities: The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within the Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of community reinvestment and the highest public good.

7. Private Investment. Known as the most common and effective means of capital, investment from private owners, developers, businesses, and citizens will have the most impactful and long-lasting effect on the Project Area. The Agency anticipates that the majority of the investment made within the Area will be made by private owners and business/development entities wishing to undertake Project Area Development activities within the Area. As authorized by the Act and approved by the Agency Board, the Agency may provide assistance to development projects within the Project Area.

## **6. Conformance of the CRA to the Community's General Plan**

All development within the Project Area will be consistent with the South Ogden City General Plan. The General Plan discusses the need to maintain the character of established neighborhoods while also providing for new development that enhances the quality of life of City residents. The General Plan was significantly updated in 2008. The major goals of that update were to make South Ogden City distinct and identifiable from surrounding municipalities, create a distinct City Center or "heart of the community", facilitate the careful integration of new development and redevelopment in existing neighborhoods, and create places for the community to gather and events to draw residents to these places. The adoption of the form-based code for portions of the City was identified as an important tool to allow the City to accomplish these goals. The Agency's involvement within the Project Area will allow the Agency to encourage development in harmony with these General Plan goals.

**Zoning Ordinances.** The zoning within the Project Area is described above.

**Building Code.** All development within the Project Area will be constructed in accordance with all applicable South Ogden building codes. The creation of the Project Area will not restrict or alter the City's land use authority.

## **7. Specific Project Outline and Its Potential for Economic Development**

The formation of the Project Area will provide South Ogden with the opportunity to encourage development of underutilized land in established portions of the City. The Agency expects that the creation of the Project Area will lead to significant capital investment and development within South Ogden. Without the creation of the CRA and project area development activities by the Agency, South Ogden would likely not experience significant development that is expected to benefit the City. With much of the property within the City Center CRA having been designated as an Opportunity Zone, the Agency plans on leveraging the Opportunity Zone program to add

additional value and interest for redevelopment within the project area on applicable parcels of land.

Through the exercise of its statutory powers, the Agency expects that the Project Area will be attractive to a variety of projects—particularly multi-family, mixed-use and commercial office developments with supporting retail. Further, the Agency expects that development within the Project Area will have a positive effect on other nearby retail and commercial areas within the greater South Ogden and surrounding areas in Weber County.

The Agency believes that the projects listed below are illustrative of the types and locations of potential public improvements and new development projects within the Project Area:

### **Potential Public Improvements and Possible Costs**

1. Improved pedestrian safety and beautification of Washington Blvd. between 36<sup>th</sup> and 40<sup>th</sup> Street (\$4M)
2. Preparation/acquisition of land for Phase II Ogden/WSU Bus Rapid Transit system (\$2.5M)
3. Acquisition of underutilized parcels to encourage redevelopment (\$2.5M)

### **Potential New Development Projects**

4. Benenson Capital (Big Lots/Savers) property (8.5 acres) as combination housing, office, commercial, retail and infrastructure improvements (\$100+M)
5. Lotus apartments on 40<sup>th</sup> & Adams (\$32M investment)
6. Seasons on Riverdale Rd. apartments (\$32M)
7. Terrazza on Harrison Blvd. apartments (\$80M)

The largest redevelopment opportunity, and the primary focus of the Agency, is the redevelopment of Benenson Capital's 8.5 acres currently leased by Big Lots and Savers. Not only is this property located in the heart of the city's City Center but it is also the largest tract of land owned by a single owner. Benenson Capital's land is also within the federally designated Opportunity Zone. As a result, this creates some urgency for the Agency and Benenson Capital to see new investment happening as soon as possible. The Agency has been working with Benenson Capital for several years in preparing for the future redevelopment of the site. Benenson is very interested in working with the Agency in these efforts and the Agency's goal is to have a redevelopment plan ready and construction underway on this property within 3-5 years. The mixed-use development anticipated on this site will include commercial office, retail, residential and flex space. The new capital investment from this project alone is anticipated to be well over \$100 million with ancillary benefits coming from those who will work and live at this site and the goods and services they will consume in the greater South Ogden/Weber County area.

The Agency anticipates that a significant portion of the Agency funds spent within the Project Area will be used for necessary infrastructure improvements to allow desirable development to



occur. Additionally, it is anticipated that some agency funds will be used to acquire key, underutilized parcels to encourage new development. As South Ogden is mostly built out, impediments to redevelopment projects often exist, such as aging infrastructure, inadequate utility capacity, or unsuitable parcel boundaries. These impediments can make development within South Ogden more difficult and more costly than a similar development would be in a new or developing area. The use of tax increment and other Agency funds can be effectively used to address these impediments by making the necessary improvements or by reimbursing a particular developer or property owner for some portion of the extraordinary costs of pursuing a particular development project within the Project Area.

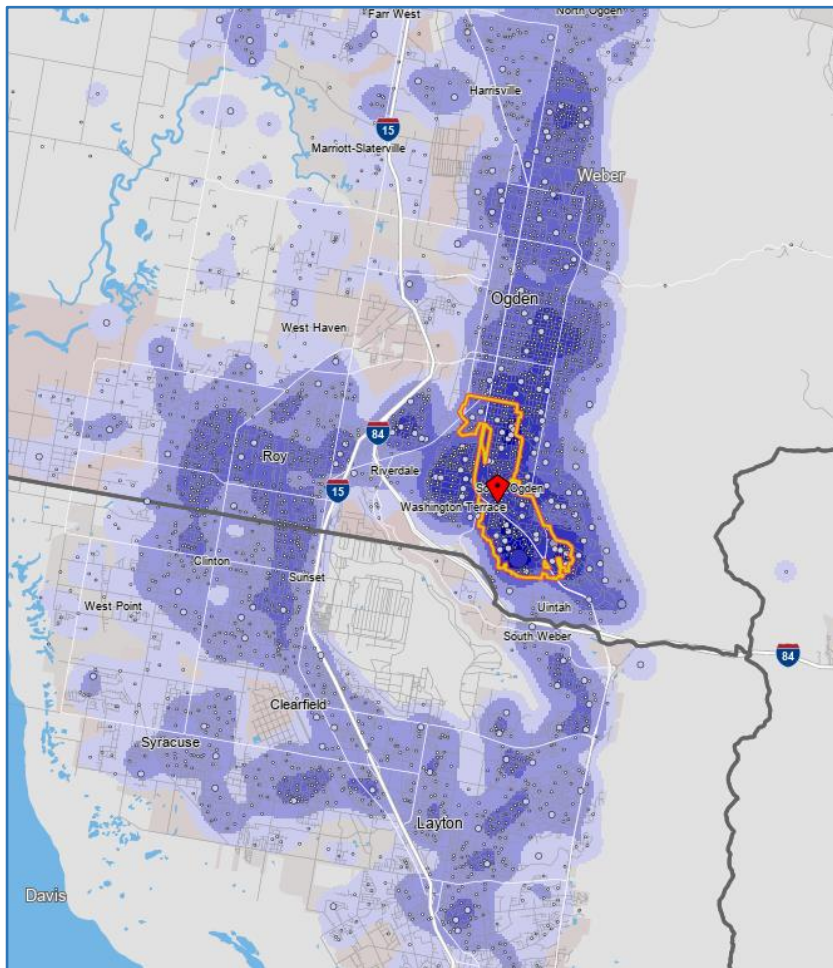
## **8. Selection of Participant**

The Agency has engaged in preliminary discussions with several developers but has yet to formally engage with any potential developers for property within the Project Area. The Agency anticipates working with developers and property owners to bring desirable development to the Project Area. The Agency will require that any developer has sufficient experience, knowledge, resources, and financial wherewithal to develop the project as contemplated herein. Note that the Agency does not anticipate providing assistance to all projects within the Project Area; however, the Agency will continue to work with interested developers to identify those projects that may be particularly desirable and beneficial to South Ogden. The Agency may consider offering assistance to a desirable project that may not otherwise be financially viable. Based on past experience, some of these development projects will likely be the subject of a development agreement between the City and the developer.

## **9. Reasons for Selection of Project Area**

According to the 2017 American Community Survey (U.S. Census), only 490 residents of South Ogden live and work within the city. Total outflow of employment is shown at 6,944, with the map (Figure 1) below highlighting that some South Ogden residents are commuting notable distances. Major employment options are relatively lacking in South Ogden, and the city needs an office presence to allow residents more nearby labor choices.

Competing with alternative office sites outside of South Ogden has proven difficult due to the lack of freeway access, tax increment financing, and major destination draws. If tax increment financing is applied to help offset infrastructure costs, resulting in a more desirable office environment, South Ogden could feasibly add 250 jobs to the immediate area (roughly 50,000 square feet of office). This will aid in alleviating some traffic concerns and will provide more in-city employment options for residents.



*Figure 1 – South Ogden residents & Place of Employment*

The Agency believes that given the vision laid out in the South Ogden City General Plan and the City's form-based zoning ordinances in place to support the General Plan, the Agency's goal of creating 100,000 sq. ft. of new commercial office and the creation of 300 new jobs within the Project Area are realistic, attainable goals. The 8.5 acre Benenson Capital property being the epicenter of this focus.

The Project Area was selected by the Agency due to the immediate opportunity to strengthen the City's economic base and housing stock by enabling desirable development within the Project Area. The Agency believes that opportunities exist within the Project Area to enable and/or accelerate development within the Project Area through the provision of incentives or infrastructure by the Agency or through the exercise of other Agency powers as provided for in the Act. The Agency will also seek participation from various taxing entities for support of potential projects in the Project Area.

## **10. Description of Physical, Social/Economic Conditions Existing in the Project Area**

The Project Area is generally developed land located in three distinct areas of the City. The Project Area encompasses some of the key commercial areas in South Ogden as well as significant areas of older residential development. Based on the analysis of the Project Area by the Agency, the Agency believes that the creation of this Project Area is necessary to enable or accelerate the development within the Project Area and that future desirable growth within the Project Area can be accelerated through the involvement of the Agency. As the Project Area contains generally developed areas, development of significant new projects is often hindered by existing conditions such as inadequate parcel sizes, multiple owners, and inadequate infrastructure.

More generally, CRAs encourage development in areas that are underutilized, blighted, or under economic stress and where the Project will have a positive impact on the physical environment, as well as the socioeconomic characteristics of the surrounding area. The creation of the Project Area will increase capital investment in the area, increase the available housing stock, encourage other development, and potentially offer new shopping and employment opportunities for South Ogden residents.

## **11. Tax Incentives Offered to Private Entities for Development within the Project Area**

The Agency may negotiate with the taxing entities in order to obtain a portion of the tax increment generated by new development within the Project Area. The amount of tax increment requested, if any, will depend on the specifics of proposed projects within the Project Area. The Agency expects that negotiations with the taxing entities will include discussions about the use of tax increment for particular purposes or projects based on the needs of the City and the surrounding areas. Actual development is dependent on many factors, including the overall economic climate and local demand; however, the Agency hopes to encourage and accelerate desirable development within the Project Area.

Any incentives and payments to participants will be on a post-performance basis and will be offered only according to the terms of a written Participation Agreement that adequately protects the Agency and the taxing entities by ensuring performance by the participant prior to the payment of any reimbursement or incentive from the Agency to the participant. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for the period of time the Agency and the taxing entities may deem appropriate under the circumstances. The Agency expects that most payments to developers or property owners pursuant to participation agreements will be for the purpose of reimbursing certain infrastructure costs already incurred in connection with the particular development.

## **12. Results of Analysis of Anticipated Public Benefits from the Development**

The Agency has not selected participants for projects within the Project Area; however, through discussions with various interested parties, the Agency can project near-term future development within the Project Area with acceptable accuracy.

The Agency projects that the Project Area could see approximately \$300 million in new investment in the next five years. Although this investment will not translate 1:1 into new taxable value, the impact of such significant development will be meaningful to the taxing entities. Based on the Agency's projections, the future development within the Project Area is expected to produce new property tax revenues over 20 years as follows:

Weber County (including assessing & collecting levys)	\$	6,331,151
Weber County School District	\$	12,394,531
South Ogden City	\$	5,477,125
Weber Basin Water Conservancy District	\$	310,370
Central Weber Sewer Improvement District	\$	1,231,338
Weber County Mosquito Abatement District	\$	204,885
Weber Area Dispatch 911 and Emergency Svcs Dist	\$	<u>484,827</u>
<b>TOTAL</b>	<b>\$</b>	<b>26,434,227</b>

In addition to the financial benefits to the taxing entities through the generation of new tax revenues, new development within the Project Area will bring various other benefits to the Project Area and the City as a whole. Development within the Project Area will bring new construction and other economic activity to the City during the construction process. This activity will benefit local businesses and suppliers. On a long-term basis, new development within the Project Area will enhance key commercial and residential areas in the City and will provide for efficient use of currently underutilized property within the City. The installation of new and upgraded public infrastructure will likely enable further development

### **13. Other Matters**

To the Agency's knowledge, there are no existing buildings or uses in the Project Area that are included in, or eligible for inclusion in, the National Register of Historic Places or the State Register. If such historic locations exist within the Project Area, the Agency will comply with the requirements of UCA § 17C-5-106 and other applicable laws.

The Project Area will not be subject to a Taxing Entity Committee; instead, the Agency may enter into interlocal agreements with the various taxing entities in order to obtain funding for project area development.

## **14. Exhibits**

**Exhibit A**

**Project Area Maps**

**Exhibit B**

**Zoning Maps**

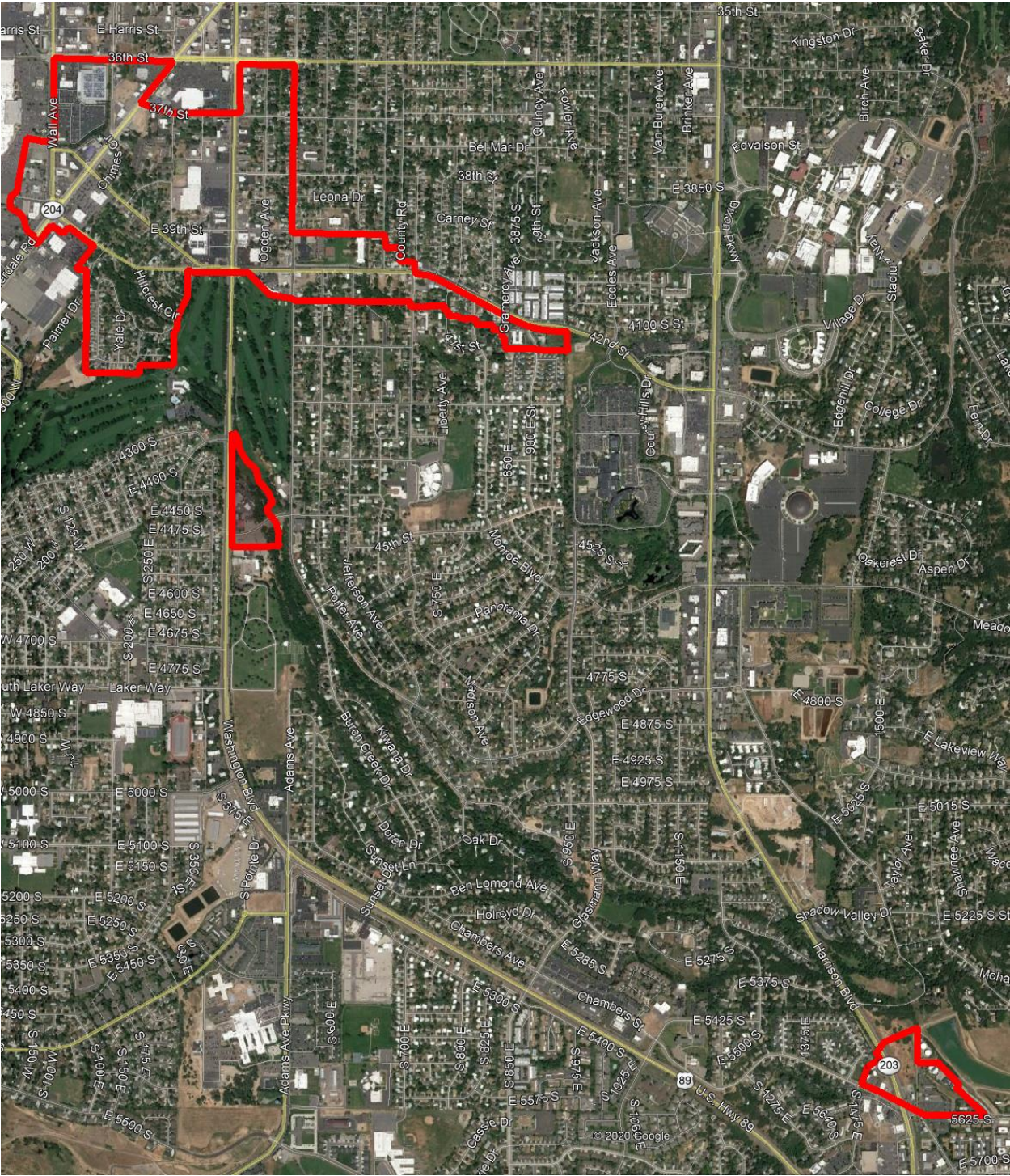
**Exhibit C**

**Principal Streets**

**Exhibit A**  
**Project Area Maps**



Overview Map

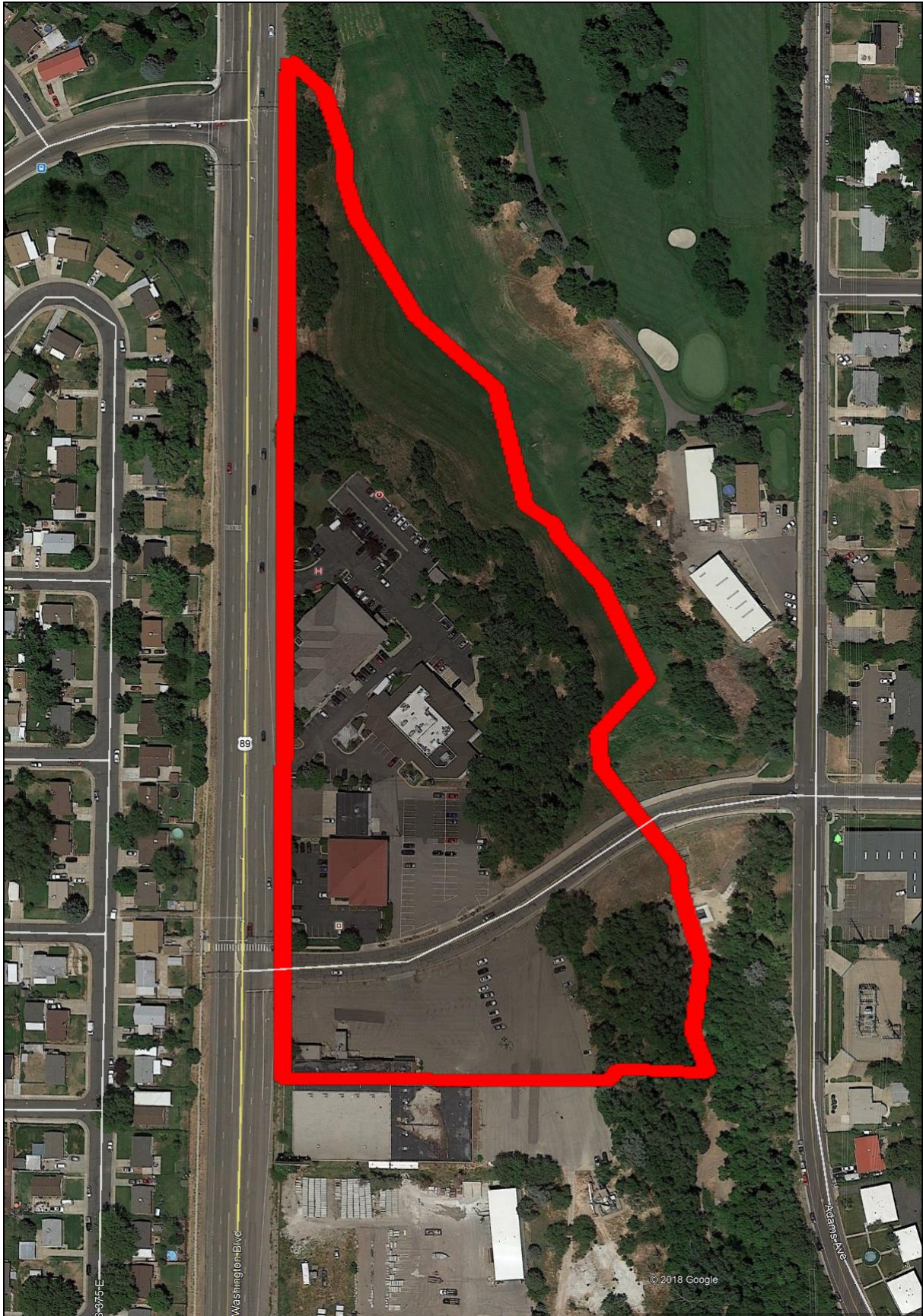




## Detail Maps





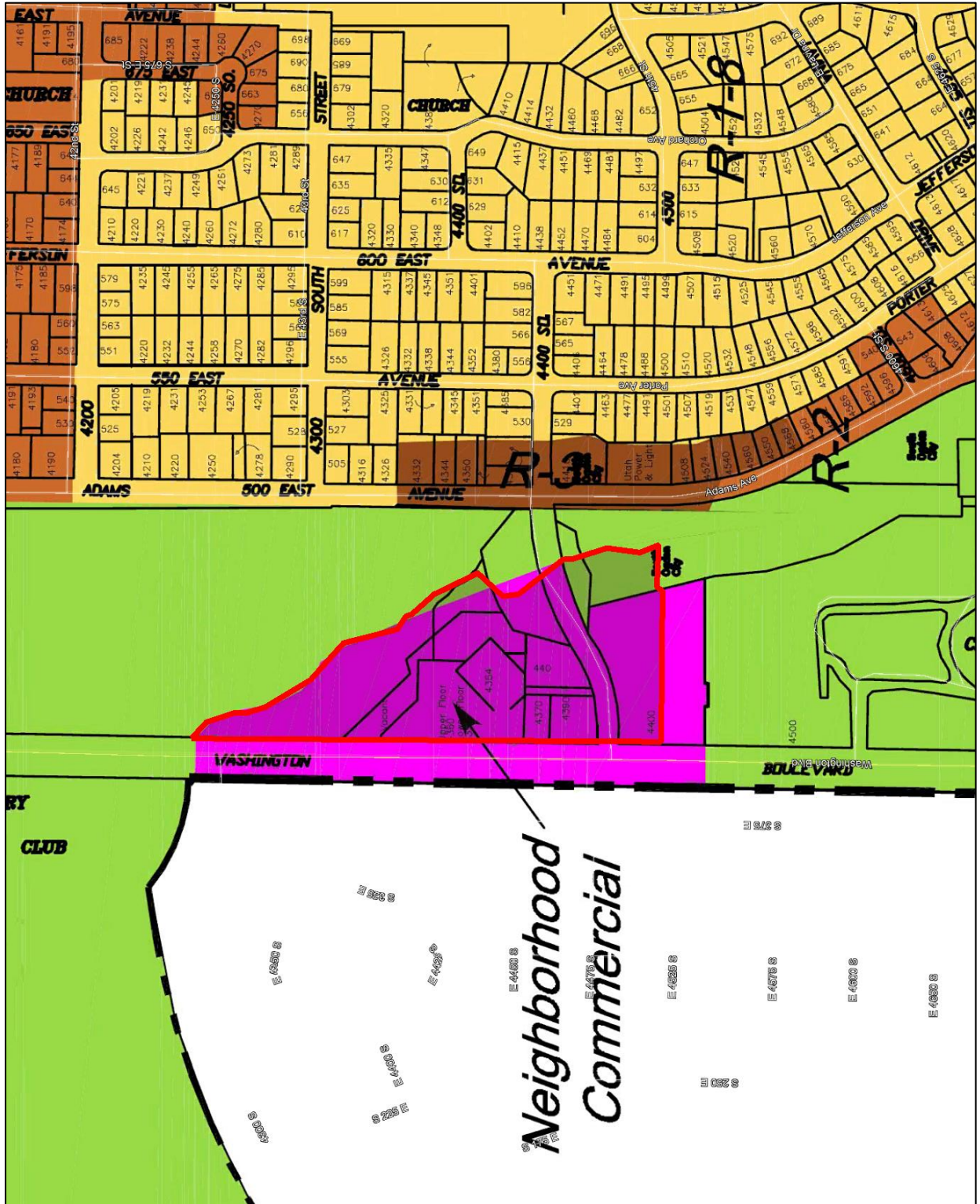




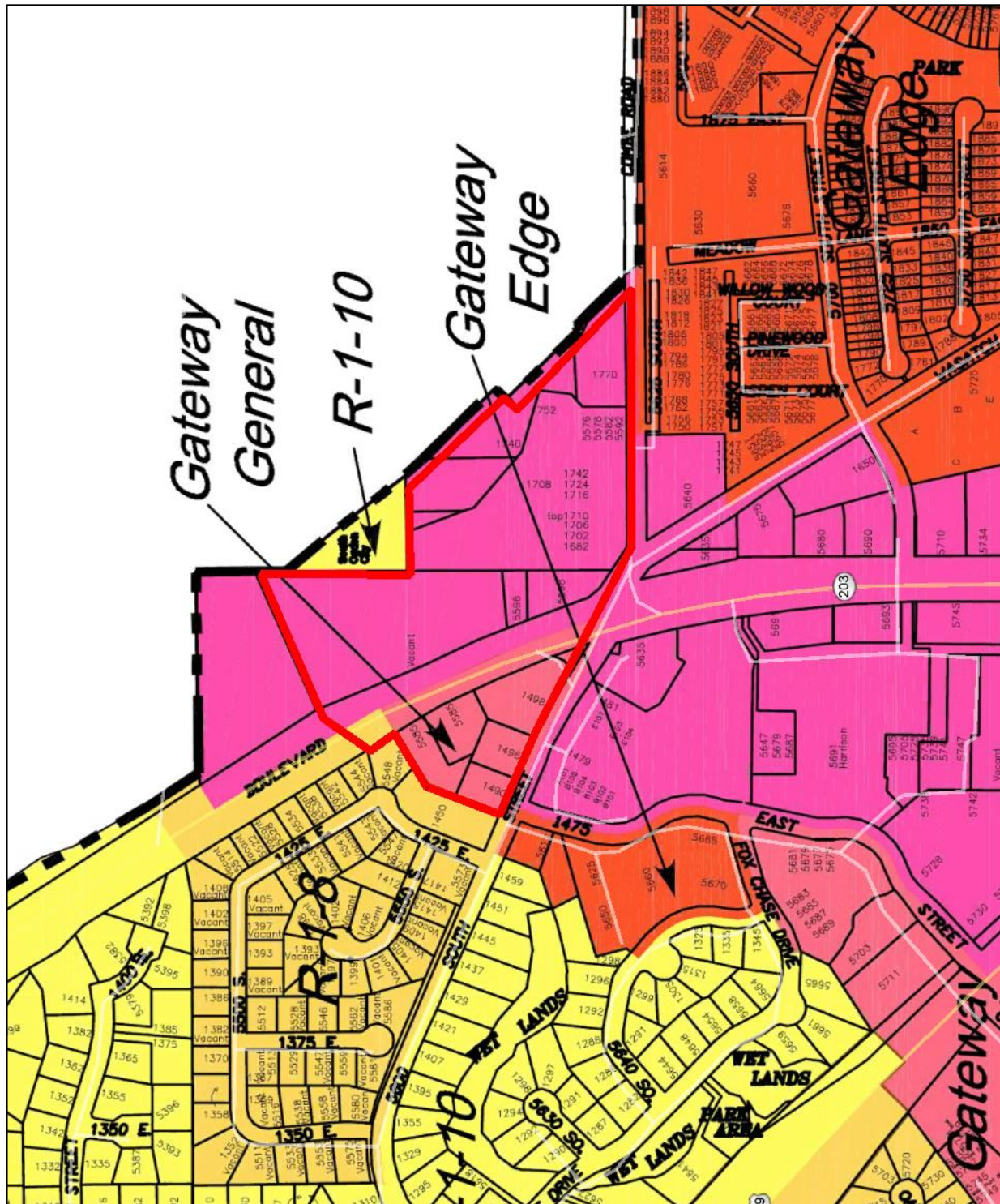




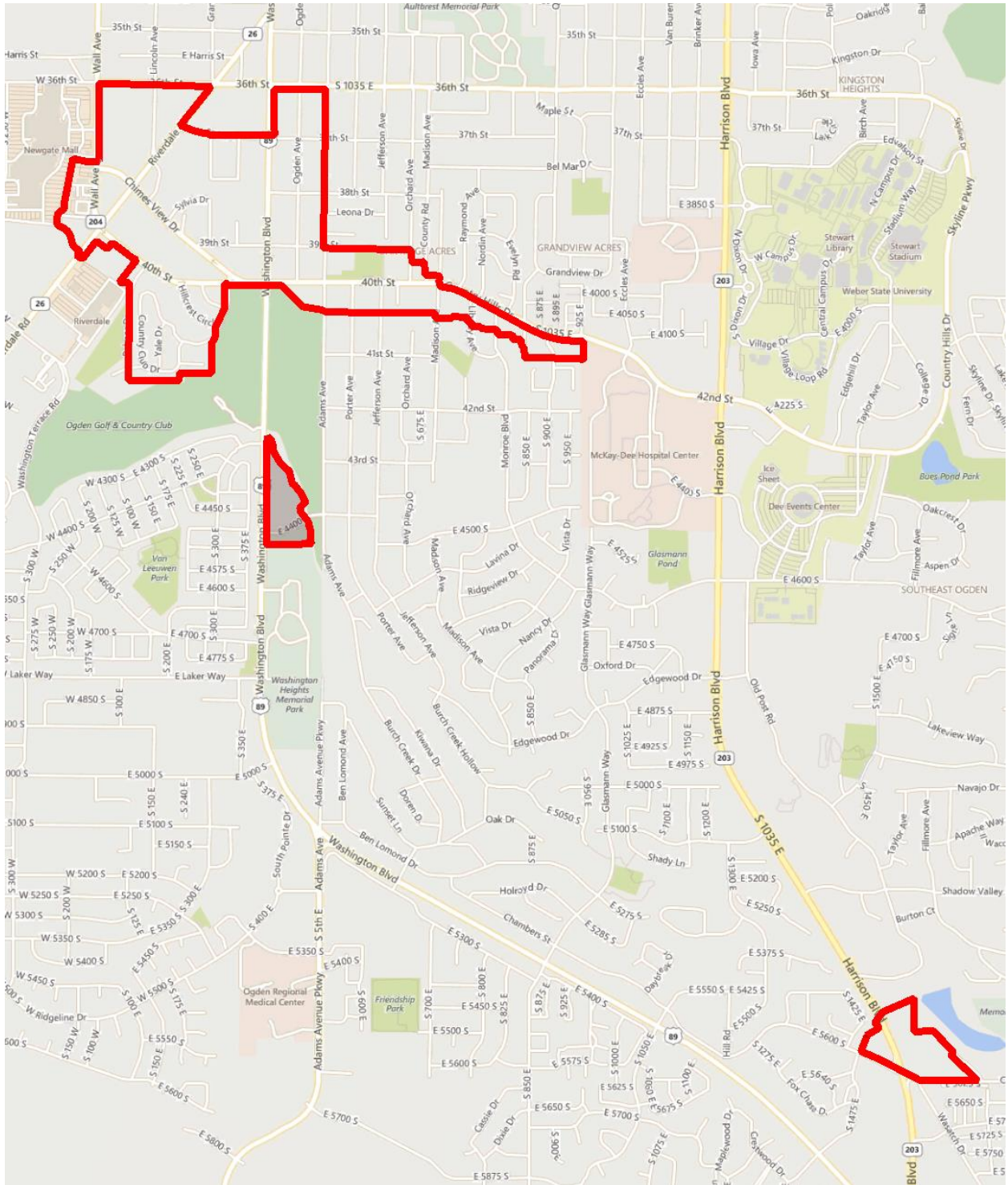
[illegible]





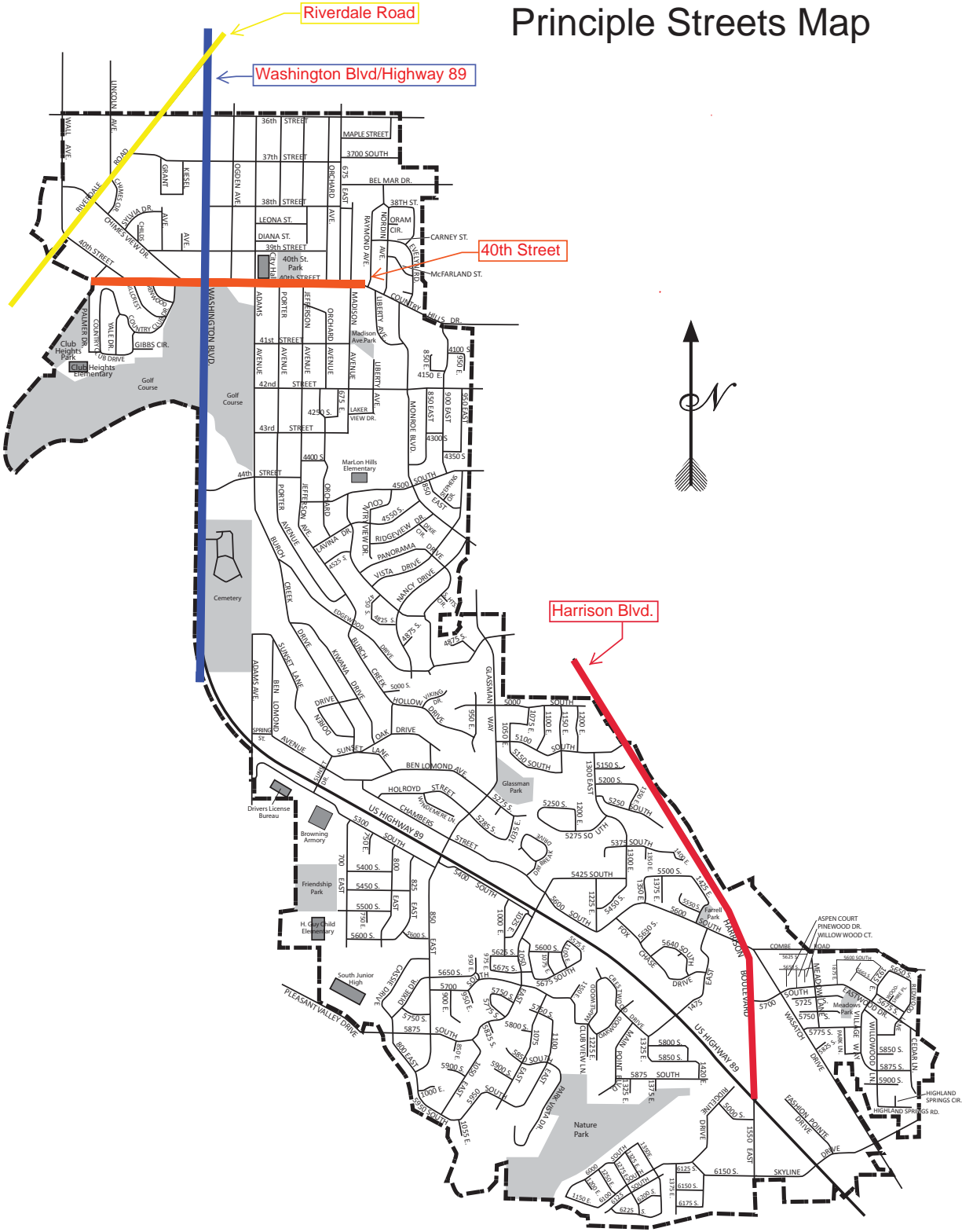


## Exhibit C Principle Streets





# Principle Streets Map



*South Ogden City*  
STREET MAP

Years in Project Area	20 (10, 15, 16, 17, 18, 19, 20)																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Incremental Value Calculation																				
Base Year Taxable Value	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031
Assessed Value	\$185,799,031	\$198,792,031	\$208,340,131	\$221,066,466	\$242,940,434	\$255,361,246	\$266,107,717	\$280,306,750	\$280,306,750	\$294,200,875	\$295,328,445	\$307,786,550	\$307,786,550	\$324,528,431	\$324,528,431	\$338,550,138	\$339,819,965	\$357,216,028	\$357,216,028	\$358,563,578
Incremental Value	\$0	\$12,993,000	\$22,541,100	\$35,267,435	\$57,141,403	\$69,562,215	\$80,308,686	\$94,507,719	\$94,507,719	\$108,401,844	\$109,529,414	\$121,987,519	\$121,987,519	\$138,729,400	\$138,729,400	\$152,751,107	\$154,020,934	\$171,416,997	\$171,416,997	\$172,764,548
Base Year Taxable Value Revenues																				
Full	Discounted																			
Weber County	\$10,605,409	\$8,266,472	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270
Multicounty Assessing and Collecting Levy	\$33,444	\$26,068	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672
County Assessing & Collecting Levy	\$958,723	\$747,284	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936
Weber County School District	\$22,704,642	\$17,697,317	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232
South Ogden City	\$10,033,148	\$7,820,418	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657
Weber Basin Water Conservancy District	\$568,545	\$443,157	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427
Central Weber Sewer Improvement District	\$2,255,600	\$1,758,146	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780
Weber County Mosquito Abatement District	\$375,314	\$292,542	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766
Weber Area Dispatch 911 and Emergency Services	\$888,119	\$692,252	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406
TOTAL	\$48,422,943	\$37,743,656	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147
Incremental Tax Revenues - 100%																				
Full	Discounted																			
Weber County	\$5,789,524	\$4,179,833	\$0	\$37,082	\$64,332	\$100,653	\$163,082	\$198,531	\$229,201	\$269,725	\$269,725	\$309,379	\$312,597	\$348,152	\$348,152	\$395,934	\$395,934	\$435,952	\$439,576	\$489,224
Multicounty Assessing and Collecting Levy	\$18,257	\$13,181	\$0	\$117	\$203	\$317	\$514	\$626	\$723	\$851	\$851	\$976	\$986	\$1,098	\$1,098	\$1,249	\$1,249	\$1,375	\$1,386	\$1,543
County Assessing & Collecting Levy	\$523,370	\$377,855	\$0	\$3,352	\$5,816	\$9,099	\$14,742	\$17,947	\$20,720	\$24,383	\$24,383	\$27,968	\$28,259	\$31,473	\$31,473	\$35,792	\$35,792	\$39,410	\$39,737	\$44,226
Weber County School District	\$12,394,532	\$8,948,416	\$0	\$79,387	\$137,726	\$215,484	\$349,134	\$425,025	\$490,686	\$577,442	\$577,442	\$662,335	\$669,225	\$745,344	\$745,344	\$847,637	\$847,637	\$933,309	\$941,068	\$1,047,358
South Ogden City	\$5,477,125	\$3,954,292	\$0	\$35,081	\$60,861	\$95,222	\$154,282	\$187,818	\$216,833	\$255,171	\$255,171	\$292,685	\$295,729	\$329,366	\$329,366	\$374,569	\$374,569	\$412,428	\$415,857	\$462,826
Weber Basin Water Conservancy District	\$310,370	\$224,077	\$0	\$1,988	\$3,449	\$5,396	\$8,743	\$10,643	\$12,287	\$14,460	\$14,460	\$16,585	\$16,758	\$18,664	\$18,664	\$21,226	\$21,226	\$23,371	\$23,565	\$26,227
Central Weber Sewer Improvement District	\$1,231,339	\$888,983	\$0	\$7,887	\$13,682	\$21,407	\$34,685	\$42,224	\$48,747	\$57,366	\$57,366	\$65,800	\$66,484	\$74,046	\$74,046	\$84,209	\$84,209	\$92,720	\$93,491	\$104,050
Weber County Mosquito Abatement District	\$204,885	\$147,920	\$0	\$1,312	\$2,277	\$3,562	\$5,771	\$7,026	\$8,111	\$9,545	\$9,545	\$10,949	\$11,062	\$12,321	\$12,321	\$14,012	\$14,012	\$15,428	\$15,556	\$17,313
Weber Area Dispatch 911 and Emergency Services	\$484,827	\$350,028	\$0	\$3,105	\$5,387	\$8,429	\$13,657	\$16,625	\$19,194	\$22,587	\$22,587	\$25,908	\$26,178	\$29,155	\$29,155	\$33,156	\$33,156	\$36,508	\$36,811	\$40,969
TOTAL	\$26,434,230	\$19,084,583	\$0	\$169,312	\$293,733	\$459,570	\$744,610	\$906,465	\$1,046,502	\$1,231,530	\$1,231,530	\$1,412,584	\$1,427,278	\$1,589,619	\$1,589,619	\$1,807,783	\$1,807,783	\$1,990,500	\$2,007,047	\$2,233,735
Contribution to RDA																				
Weber County	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Multicounty Assessing and Collecting Levy	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
County Assessing & Collecting Levy	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Weber County School District	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
South Ogden City	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Weber Basin Water Conservancy District	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Central Weber Sewer Improvement District	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Weber County Mosquito Abatement District	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Weber Area Dispatch 911 and Emergency Services	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Incremental Tax Revenues to Taxing Entities																				
Weber County	\$1,447,381	\$1,044,958	\$0	\$9,271	\$16,083	\$25,163	\$40,770	\$49,633	\$57,300	\$67,431	\$67,431	\$77,345	\$78,149	\$87,038	\$87,038	\$98,983	\$98,983	\$108,988	\$109,894	\$122,306
Multicounty Assessing and Collecting Levy	\$18,257	\$13,181	\$0	\$117	\$203	\$317	\$514	\$626	\$723	\$851	\$851	\$976	\$986	\$1,098	\$1,098	\$1,249	\$1,249	\$1,375	\$1,386	\$1,543
County Assessing & Collecting Levy	\$523,370	\$377,855	\$0	\$3,352	\$5,816	\$9,099	\$14,742	\$17,947	\$20,720	\$24,383	\$24,383	\$27,968	\$28,259	\$31,473	\$31,473	\$35,792	\$35,792	\$39,410	\$39,737	\$44,226
Weber County School District	\$12,394,532	\$8,948,416	\$0	\$79,387	\$137,726	\$215,484	\$349,134	\$425,025	\$490,686	\$577,442	\$577,442	\$662,335	\$669,225	\$745,344	\$745,344	\$847,637	\$847,637	\$933,309	\$941,068	\$1,047,358
South Ogden City	\$1,095,425	\$790,858	\$0	\$7,016	\$12,172	\$19,044	\$30,856	\$43,367	\$51,034	\$65,537	\$65,537	\$74,914	\$74,914	\$85,873	\$85,873	\$98,146	\$98,146	\$111,414	\$111,414	\$125,686
Weber Basin Water Conservancy District	\$310,370	\$224,077	\$0	\$1,988	\$3,449	\$5,396	\$8,743	\$10,643	\$12,287	\$14,460	\$14,460	\$16,585	\$16,758	\$18,664	\$18,664	\$21,226	\$21,226	\$23,371	\$23,565	\$26,227
Central Weber Sewer Improvement District	\$246,268	\$177,797	\$0	\$1,577	\$2,736	\$4,281	\$6,937	\$8,445	\$9,749	\$11,473	\$11,473	\$13,160	\$13,297	\$14,809	\$14,809	\$16,842	\$16,842	\$18,544	\$18,698	\$20,810
Weber County Mosquito Abatement District	\$204,885	\$147,920	\$0	\$1,312	\$2,277	\$3,562	\$5,771	\$7,026	\$8,111	\$9,545	\$9,545	\$10,949	\$11,062	\$12,321	\$12,321	\$14,012	\$14,012	\$15,428	\$15,556	\$17,313
Weber Area Dispatch 911 and Emergency Services	\$484,827	\$350,028	\$0	\$3,105	\$5,387	\$8,429	\$13,657	\$16,625	\$19,194	\$22,587	\$22,587	\$25,908	\$26,178	\$29,155	\$29,155	\$33,156	\$33,156	\$36,508	\$36,811	\$40,969
TOTAL	\$16,725,315	\$12,075,089	\$0	\$107,126	\$185,849	\$290,776	\$471,125	\$573,534	\$662,137	\$779,207	\$779,207	\$893,762	\$903,059	\$1,005,775	\$1,005,775	\$1,143,810	\$1,143,810	\$1,259,418	\$1,269,887	\$1,413,316
Tax Revenues to Agency																				
Weber County	\$4,342,143	\$3,134,875	\$0	\$27,812	\$48,249	\$75,490	\$122,311	\$148,898	\$171,901	\$202,294	\$202,294	\$232,034	\$234,448	\$261,114	\$261,114	\$296,950	\$296,950	\$326,964	\$329,682	\$366,918
Multicounty Assessing and Collecting Levy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	



# STAFF REPORT



**SUBJECT:** Janitorial Agreement - City Hall/Public Safety  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Public Works  
**DATE:** 4-21-2020

## RECOMMENDATION

City staff recommends approval of Resolution 20-06 to approve the agreement with Recommended Building Maintenance for the janitorial services for City Hall.

## BACKGROUND

This contract has come up for renewal. It is an agreement for the annual janitorial services for City Hall. It is a two year contract with the option to renew it two additional times. The contract does have a thirty-day notice for either party to get out of the contract if either party is not satisfied with the service. The contract requires cleaning service twice a week at this building. Typically, the service is completed Wednesday and Friday. The price is a monthly quote. The city provides paper products and hand soap, the vendor is responsible for the rest of the cleaning supplies. Additional services and cleaing items can be added if both parties agree before they are provided.

## ANALYSIS

This was bid as a professional service. Seven vendors were contacted to provide bids . An option to walk the buildings was given, along with the aproximate square footage to bid. The bids are as follows:

1-Recommended Building Maintenance	\$1,299.50 monthly
2-Vangaurd	\$1,989.00 monthly
3-Elevated	\$1,290.00 monthly
4-Executive	\$1,130.00 monthly
5-Spotless	Declined
6-Premier	No Response
7-Bark	No Response

## SIG NIFICANT IMP ACTS

Impact to the budget \$1,299.50 per month. This has been budgeted for in the cleaning contract line item.

## ATTACHM ENTS

None

## **RESOLUTION NO. 20-06**

### **A RESOLUTION APPROVING AN AGREEMENT FOR CLEANING SERVICES FOR CITY HALL; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE**

#### **SECTION 1 - RECITALS**

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

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

WHEREAS, the City Council finds that offices and facilities within the South Ogden city hall, and other city physical facilities, are in need of regular cleaning and maintenance services; and,

WHEREAS, the City Council finds that to ensure the effective operation and utilization of these facilities and ongoing agreement with a qualified service provider should be in place; and,

WHEREAS, the City Council finds that the deemed necessary and required solicitation of qualified service providers has been completed; and,

WHEREAS, the City Council finds that Recommended Cleaning has been selected to provide various aspects of the services required; and,

WHEREAS, the City Council finds it is in the best interest of the City and its residents to sign such a service agreements with Recommended Cleaning.

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

The City Council Of South Ogden City, State Of Utah, Authorizes And Approves The Execution Of An Agreement For The Provision Of City Hall Cleaning Services With Recommended Cleaning And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said Agreements (Attached Hereto As **Attachment "A"**) And By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

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

**SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:**

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

**SECTION 3 - PRIOR RESOLUTIONS:**

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

**SECTION 4 - SAVINGS CLAUSE:**

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

**SECTION 5 - DATE OF EFFECT**

This Resolution shall be effective on the 21<sup>st</sup> day of April, 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 21<sup>st</sup> day of April, 2020.

SOUTH OGDEN CITY

\_\_\_\_\_  
Russell Porter  
Mayor

ATTEST:

\_\_\_\_\_  
Leesa Kapetanov, CMC  
City Recorder

# **ATTACHMENT "A"**

## **RESOLUTION NO. 20-06**

A Resolution Approving An Agreement For Cleaning Services For City Hall; Authorizing The City Manager To Sign Any And All Necessary Documents; And, Providing For An Effective Date

21 Apr 20

## **AGREEMENT**

The undersigned, **SOUTH OGDEN CITY** ("City") hereby accepts the proposal of

Recommended Building Maintenance of Utah to supply Janitorial Services, as outlined in the attached SERVICES OVERVIEW, which document in all its particulars is made a part of this Agreement and by this reference incorporated herein as if fully set out herein, for City's premises located at:

South Ogden City

City Hall/Public Safety Building  
3950 S. Adams Ave.

South Ogden, Utah 84403

With the following terms:

1. Beginning on the 1<sup>st</sup> day of May 2020 , Recommended Building Maintenance will provide services two (2) times per week at a monthly cost of \$1,299.50 per month. As a material part of this Agreement, Recommended Building Maintenance understands and agrees that, unless otherwise directed by City's agent, Jon Andersen, "two (2) per week" shall be construed to mean that cleaning services will be completed so South Ogden City's various city building locations as set out herein, will be cleaned and ready for public and staff access Monday through Friday, exempted holidays as noted, excluded.
2. The following services shall be provided to and on behalf of City on the following terms and as an additional part of this Agreement, but are specifically not included in the foregoing Contract Price and will be negotiated separately, in good faith, by the parties should such services be needed.
  - Carpet Shampoo
  - Stripping and waxing of tiled areas.
  - Windows
  - Pre-cleaning service of facility
3. The Contract Price quoted is for 2 years and has been computed based on prevailing costs. This price is therefore subject to future adjustment for increases in operating costs, insurance, services supplied by subcontractors, etc. Substantial changes in occupancy resulting in substantial changes in work would also affect Contract Price. The parties agree, however, that no adjustment in the Contract Price shall become effective unless agreed to by both parties in a written amendment to this agreement.
4. City may, at its sole discretion, extend this Contract for two (2) successive two (2) year terms at the rate cited in paragraph 1, above, or as that rate may have been adjusted as set out in paragraph 3, above.

5. Contract price is based upon normal work hours. Any work performed on the Public Holidays of New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will require an additional charge, which charges the Parties shall agree to in advance, and in writing before Recommended Building Maintenance shall be required to pay for that additional work.
6. Invoicing from Recommended Building Maintenance shall be done monthly following the provision of services under this agreement. City shall make payment to Recommended Building Maintenance within 30 days following receipt of Recommended Building Maintenance monthly invoice.
7. City will insure Recommended Building Maintenance has provided necessary Entrance Cards and/or keys to the South Ogden City's various building locations as maybe required to permit Recommended Building Maintenance to discharge its responsibilities under this Agreement.
8. City will provide consumable paper supplies only (i.e., toilet tissue, paper towels). Recommended Building Maintenance will provide all other consumable and cleaning supplies.
9. Recommended Building Maintenance will provide City a copy of a valid Certificate of Insurance, from a carrier authorized to conduct business in Utah, upon execution of this Agreement and agrees to maintain said insurance during the term of this Agreement in an amount of not less than \$10,000,000.00 of commercial general liability and not less than \$500,000.00 of theft / dishonesty coverage with City as an additional named insured.
10. Either party to this contract may terminate its participation herein upon 30 (thirty) days written notice to the other party.
11. City agrees not to hire either directly or indirectly or indirectly any employee or representative of Recommended Building Maintenance during this contract plus 120 (one hundred twenty) days thereafter, or pay to Recommended Building Maintenance a finder's fee of one month's service.
12. In the event becomes necessary for either party to institute legal action to enforce rights or obligations under, or terms of, this Agreement, the Parties agree that the prevailing party shall be entitled to all cost incurred, including all Attorney fees.

**ACCEPTED:**

\_\_\_\_\_  
South Ogden City

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Recommended Building Maintenance

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

# STAFF REPORT



**SUBJECT:** Janitorial Agreement - Various Buildings  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Public Works  
**DATE:** 4-21-2020

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## RECOMMENDATION

City staff recommends the approval of Resolution 20-07 to approve the agreement with Recommended Building Maintenance for cleaning of various South Ogden Buildings.

## BACKGROUND

This contract has come up for renewal. It is a contract for the cleaning of the Public Works Shop and Parks shop for the months of April - October of each year. It is a two year contract with the option to renew it two additional times. The contract does have a thirty day notice for either party to get out of the contract if either party is not satisfied with the service. This contract has dropped in price because not as many buildings are being cleaned as in the past contracts. Additional services and cleaning items can be added if both parties agree before they are provided.

## ANALYSIS

This was bid as a professional service. Five vendors were contacted to provide bids. An option to walk the buildings was also given along with the approximate square footage to bid from

1-Recommended Building Maintenance	\$397.67 monthly
2-Vangaurd	\$605.00 monthly
3-Elevated	\$1043.00 monthly
4-Progressive Cleaning Services	\$1,130.00 monthly
5-Spotless	Declined

## SIGNIFICANT IMPACTS

Impact to the budget \$397.67 per month. This has been budgeted for in the cleaning contract line item.

## ATTACHMENTS

Cleaning bids, bid tabulation





## PUBLIC WORKS

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**To:** Jon Andersen  
**CC:**  
**From:** Shane Douglas  
**Date:** 4/14/2020  
**Re:** Cleaning Bids

---

Staff collected the following bids to clean the Public Works and Parks buildings. The bids are calculated at a monthly cost to the city.

Elevated	\$1043.00
Spotless of Utah	\$0.00 Declined
Progressive Cleaners	\$1,130.00
Vanguard	\$605.00
Recommended	\$379.67

**Low Bid is Recommended Building Maintenance at \$379.67 a month.**

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E [bshafer@southogdencity.com](mailto:bshafer@southogdencity.com)  
O 801-622-2905  
F 801-622-2902  
A 5590 South 600 East  
South Ogden, UT 84403

## **RESOLUTION NO. 20-07**

### **A RESOLUTION APPROVING AN AGREEMENT FOR CLEANING SERVICES FOR PUBLIC WORKS AND PARKS BUILDINGS; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE**

#### **SECTION 1 - RECITALS**

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

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

WHEREAS, the City Council finds that offices and facilities within the South Ogden Public Works and Parks Buildings, and other city physical facilities, are in need of regular cleaning and maintenance services; and,

WHEREAS, the City Council finds that to ensure the effective operation and utilization of these facilities and ongoing agreement with a qualified service provider should be in place; and,

WHEREAS, the City Council finds that the deemed necessary and required solicitation of qualified service providers has been completed; and,

WHEREAS, the City Council finds that Recommended Cleaning has been selected to provide various aspects of the services required; and,

WHEREAS, the City Council finds it is in the best interest of the City and its residents to sign such a service agreements with Recommended Cleaning.

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

The City Council Of South Ogden City, State Of Utah, Authorizes And Approves The Execution Of An Agreement For The Provision Of Public Works and Parks Buildings Cleaning Services With Recommended Cleaning And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said Agreements (Attached Hereto As **Attachment "A"**) And By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

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

**SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:**

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

**SECTION 3 - PRIOR RESOLUTIONS:**

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

**SECTION 4 - SAVINGS CLAUSE:**

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

**SECTION 5 - DATE OF EFFECT**

This Resolution shall be effective on the 21<sup>st</sup> day of April, 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 21<sup>st</sup> day of April, 2020.

SOUTH OGDEN CITY

---

Russell Porter  
Mayor

ATTEST:

---

Leesa Kapetanov, CMC  
City Recorder

# **ATTACHMENT "A"**

## **RESOLUTION NO. 20-07**

A Resolution Approving An Agreement For Cleaning Services For Public Works And  
Parks Buildings; Authorizing The City Manager To Sign Any And All Necessary  
Documents; And, Providing For An Effective Date

21 Apr 20

## **AGREEMENT**

The undersigned, **SOUTH OGDEN CITY** ("City") hereby accepts the proposal of

Recommended Building Maintenance of Utah to supply Janitorial Services, as outlined in the attached SERVICES OVERVIEW, which document in all its particulars is made a part of this Agreement and by this reference incorporated as if fully set out herein, for City's premises located at:

South Ogden City

Public Works Shop 5590 S. 650 E  
Parks Shop 4410 Adams Ave.  
South Ogden Utah

With the following terms:

1. Beginning on the 1<sup>st</sup> day of May 2020 and ending October 31, 2020 , Recommended Building Maintenance will provide services two (2) times per week at a monthly cost of \$397.67 per month ("Contract Price"). As a material part of this Agreement, Recommended Building Maintenance understands and agrees that, unless otherwise directed by City's agent, Jon Andersen, "two (2) per week" shall be construed to mean that cleaning services will be completed such that South Ogden City's various city building locations as set out herein, will be cleaned and ready for public and staff access Monday through Friday, exempted holidays excluded.
2. The following services shall be provided to and on behalf of City on the following terms and as an additional part of this Agreement, but are specifically not included in the foregoing Contract Price and will be negotiated separately, in good faith, by the parties should such services be needed.
  - Carpet Shampoo
  - Stripping and waxing of tiled areas.
  - Windows
  - Pre-cleaning service of facility
3. The Contract Price quoted is for 2 years and has been computed based on prevailing costs. This price is therefore subject to future adjustment for increases in operating costs, insurance, services supplied by subcontractors, etc. Substantial changes in occupancy resulting in substantial changes in work would also affect Contract Price. The parties agree, however, that no adjustment in the Contract Price shall become effective unless agreed to by both parties in a written amendment to this agreement.

4. City may, at its sole discretion, extend this Contract for two (2) successive two (2) year terms at the rate cited in paragraph 1, above, or as that rate may have been adjusted as set out in paragraph 3, above.
5. Contract price is based upon normal work hours. Any work performed on the Public Holidays of New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day And Christmas Day will require an additional charge, which charges the Parties shall agree to in advance, and in writing before Recommended Building Maintenance shall be required to pay for that additional work.
6. Invoicing from Recommended Building Maintenance shall be done monthly following the provision of services under this agreement. City shall make payment to Recommended Building Maintenance within 30 days following receipt of Recommended Building Maintenance's monthly invoice.
7. City will insure Recommended Building Maintenance has provided necessary Entrance Cards and/or keys to the South Ogden City's various building locations as maybe required to permit Recommended Building Maintenance to discharge its responsibilities under this Agreement.
8. City will provide consumable paper supplies only (i.e., toilet tissue, paper towels). Recommended Building Maintenance will provide all other consumable and cleaning supplies.
9. Recommended Building Maintenance will provide City a copy of a valid Certificate of Insurance, from a carrier authorized to conduct business in Utah, upon execution of this Agreement and agrees to maintain said insurance during the term of this Agreement in an amount of not less than \$10,000,000.00 of commercial general liability and not less than \$500,000.00 of theft / dishonesty coverage with City as an additional named insured.
10. Either party to this contract may terminate its participation herein upon 30 (thirty) days written notice to the other party.
11. City agrees not to hire either directly or indirectly or indirectly any employee or representative of Recommended Building Maintenance during this contract plus 120 (one hundred twenty) days thereafter, or pay to Recommended Building Maintenance a finder's fee of one month's service.
12. In the event it becomes necessary for either party to institute legal action to enforce rights or obligations under, or terms of, this Agreement, the Parties agree that the prevailing party shall be entitled to all cost incurred, including all Attorney fees.

**ACCEPTED:**

\_\_\_\_\_  
South Ogden City

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Recommended Building Maintenance

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

# STAFF REPORT



**SUBJECT:** Agreement with Aventura Controls for SCADA  
Water System  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Public Works  
**DATE:** 4-21-2020

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## RECOMMENDATION

City staff recommends the approval of Resolution 20-08 approving an agreement with Aventura Controls for the purchase and installation of a SCADA (Supervisory Control and Data Acquisition) system for the South Ogden City Water System.

## BACKGROUND

South Ogden City's current SCADA system for the Water Department is currently out of date and due for an upgrade. The current system was installed in 2005; getting parts to keep it functional is becoming very costly and difficult. The SCADA system is server based and will assist staff's monitoring capabilities. It will improve the efficiency and operations of the City water system. The new system will also be installed on some of the PRV's (Pressure Regulating Valve) with the capacity to install them on all PRV'S in the future. The current technology the water system is using is years behind. This contract also has a maintenance agreement so the SCADA system will receive updates on a regular basis along with the support to help staff trouble shoot when problems arise.

## ANALYSIS

The City did a bid process for the SCADA system. It was done through Sciquest for approximately two and half weeks. Three qualified vendors submitted bids. References for Aventura Controls have been contacted. The three bids are:

1- Aventura Controls	\$138,400.00
2- Rockwell Supply	\$209,800.00
3- WETCo, Inc.	\$253,000.00

## SIGNIFICANT IMPACTS

Impact of \$138,400.00 of which has been budgeted for in the Water Fund

## ATTACHMENTS

SCADA Bid, Bid Tabulation, Contract



## **RESOLUTION NO. 20-08**

### **A RESOLUTION APPROVING AN AGREEMENT WITH AVENTURA CONTROLS FOR ANNUAL MAINTENANCE OF THE CITY'S SCADA SYSTEM; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE**

#### **SECTION 1 - RECITALS**

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

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

WHEREAS, the City Council finds that SCADA facilities within the South Ogden are in need of regular cleaning and maintenance services; and,

WHEREAS, the City Council finds that to ensure the effective operation and utilization of these facilities and resources an ongoing agreement with a qualified service provider should be in place; and,

WHEREAS, the City Council finds that the deemed necessary and required solicitation of qualified service providers has been completed; and,

WHEREAS, the City Council finds that Aventura Controls has been selected to provide various aspects of the services required; and,

WHEREAS, the City Council finds it is in the best interest of the City and its residents to sign such a service agreements with Aventura Controls.

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

The City Council Of South Ogden City, State Of Utah, Authorizes And Approves The Execution Of An Agreement With Aventura Controls For Annual Maintenance Of The City's SCADA System And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said Agreements (Attached Hereto As **Attachment "A"**) And By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

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

**SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:**

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

**SECTION 3 - PRIOR RESOLUTIONS:**

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

**SECTION 4 - SAVINGS CLAUSE:**

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

**SECTION 5 - DATE OF EFFECT**

This Resolution shall be effective on the 21<sup>st</sup> day of April, 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 21<sup>st</sup> day of April, 2020.

SOUTH OGDEN CITY

---

Russell Porter  
Mayor

ATTEST:

---

Leesa Kapetanov, CMC  
City Recorder

# **ATTACHMENT "A"**

## **RESOLUTION NO. 20-08**

A Resolution Approving An agreement with Aventura Controls For Annual Maintenance  
Of the City's SCADA System; Authorizing The City Manager To Sign Any And All  
Necessary Documents; And, Providing For An Effective Date

21 Apr 20

# CONTRACT AGREEMENT

**THIS AGREEMENT** is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) And **AVENTURA CONTROLS** (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:

DESCRIPTION OF WORK: To furnish, install, and program SCADA equipment to monitor and control components of the City's water system. The work includes SCADA system installation at Weber Basin's South Ogden Plant, three control valve sites and three reservoir sites with communication via VHF licensed radio frequency & installation of a Master Control/Telemetry Panel and associated software located at the City Shop. CTU will interface with the City's network server at the Public Works Building.

## 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:

### South Ogden City Water System SCADA Project

## ARTICLE 3- CONTRACT TIMES

3.01 *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.

3.02 *Dates for Completion and Final Payment:* The Work will be completed within **60** working days following Notice to Proceed.

3.03 *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 3.02 above, plus any extensions thereof allowed. 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 3.02 for Completion until the Work is accepted.

## ARTICLE 4- CONTRACT PRICE

4.01 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.

**UNIT PRICE WORK**

<b><u>No.</u></b>	<b><u>Item</u></b>	<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Amount</u></b>
1.	<b>Furnish, Install, Program and Test SCADA and HMI System Equipment required for the following sites:</b>  CTU/Master - HMI Software RTU1 - Adams Ave Valve RTU2 - Burch Creek Valve RTU3 - Old Post Valve RTU4 - Steel Tanks RTUS - Burch Creek Reservoir RTU6 - 42nd Street Reservoir RTU7 - Strong' s Canyon RW RTU8 - Weber Basin Plant	<b>1 Lump Sum</b>			\$103,000.00
2.	<b>Alternate 1</b> Furnish, Install, Program and Test SCADA Equipment required at Panorama PRV RTU9	<b>1 Lump Sum</b>			\$ 11,800.00
3.	<b>Alternate 2</b> Furnish, Install, Program and Test SCADA Equipment required at 40th Street PRV RTU10	<b>1 Lump Sum</b>			\$ 11,800 .00
4.	<b>Alternate 3</b> Furnish , Install, Program and Test SCADA Equipment required at 42nd Street Valve	<b>1 Lump Sum</b>			\$11,800.00
5.	Basic Care – SCADA Software Basic care will start August 1, 2020 and upgrades.	<b>Annually</b>			\$3,967.00
6.	MS Automation - Support and Service hourly	<b>Hourly Rate</b>			\$105.00
<b><u>TOTAL OF ALL UNIT PRICES</u></b>					<b><u>\$138,400.00</u></b>

## **ARTICLE 5- PAYMENT PROCEDURES**

5.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment to OWNER no more than one time per each month.

5.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in paragraphs 5.02(1)(A) and 5.02(1)(8). All such payments will be measured by the schedule of values indicated:

5.03 *Final Payment:* Upon final completion and acceptance of the Work, OWNER shall pay the Contract Price.

## **ARTICLE 6- INTEREST**

6.01 All moneys not paid when due shall bear interest at the rate of 1% per annum.

## **ARTICLE 7- CONTRACTOR'S REPRESENTATIONS**

7.01 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 obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions 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. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8- CONTRACT DOCUMENTS**

### ***8.01 Contents:***

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Addendum;
5. Exhibits these Agreements;
  1. Notice to Proceed;
  2. CONTRA CTO R's Bid;
  3. Documentation submitted by CONTRACTOR prior to Notice of Award;

## **ARTICLE 9- MISCELLANEOUS**

9.02 *Assignment of Contract:* Assignment by a party hereto of any rights under or interests in the Contract will not be binding on another party 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 if 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 Document

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

9.04 *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.

9.05 *Termination Due To Non-Appropriation*: Owner may terminate this Agreement if any of the following events shall have occurred and Contractor has received, not less than 30 days prior to the end of Owner's then current fiscal year, a written opinion from Owner's counsel verifying the occurrence of these events:

- a) If funds are not budgeted and appropriated in any fiscal year for payments due under this Agreement for the succeeding fiscal year, or for acquiring services, equipment or functions, which in whole or in part are essentially the same as those being obtained, this Agreement shall not obligate the Owner as to such succeeding fiscal year and shall become null and void except as to the payments herein agreed upon for which funds will have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Contractor, its successors and assigns, for any further payments;
- b) If the provisions of Section (a) are utilized by Owner, Owner agrees to immediately notify the Contractor or its assignee of this Agreement that funds were not budgeted and appropriated, and to peacefully surrender possession of the Equipment to Contractor or its assignee.
- c) Owner made all payments due during the fiscal period immediately preceding the fiscal period for which sufficient funds were not appropriated.

Any early termination due to non-appropriation must be at the end of Owner's then-current fiscal year.

9.06 *Voluntary Termination* Either party may, without cause, and upon written notice to the other party, terminate the agreement. The Owner shall pay the Contractor for all services rendered prior to the termination date.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart 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 \_\_\_\_\_ (which is the Effective Date of the Agreement).



**OWNER:**

SOUTH OGDEN CITY

**CONTRACTOR:**

AVENTURA CONTROLS

By: \_\_\_\_\_

By: \_\_\_\_\_

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: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_



## NOTICE AND AGENDA

### SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

TUESDAY, APRIL 21, 2020 – 6:00 P.M.

Notice is hereby given that the South Ogden City Community Development and Renewal Agency Board will hold meeting at 6 pm Tuesday, April 21, 2020; however, in response 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](https://www.facebook.com/southogdencity) or to <https://vimeo.com/408022020>.

#### I. CALL TO ORDER – Chairman Russell Porter

#### II. CONSENT AGENDA

- A. Approval of March 17, 2020 CDRA Minutes

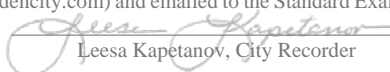
#### III. DISCUSSION/ACTION ITEMS

- A. Consideration of **CDRA Resolution 20-05** – Approving the Project Area Plan for the City Center Community Reinvestment Project Area
- B. Consideration of **CDRA Resolution 20-06** – Approving Interlocal Agreements for the City Center Community Reinvestment Project Area

#### IV. ADJOURN

Posted to the State of Utah Website April 17, 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 (1<sup>st</sup> and 2<sup>nd</sup> floors), on the City's website ([southogdencity.com](https://www.southogdencity.com)) and emailed to the Standard Examiner on April 17, 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, MARCH 17, 2020 – 6:00 P.M.**

**COUNCIL CHAMBERS, CITY HALL**

**BOARD MEMBERS PRESENT**

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

**BOARD MEMBERS EXCUSED**

Board Member Brent Strate

**STAFF MEMBERS PRESENT**

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

**CITIZENS PRESENT**

Members of the public could only join the meeting via Facebook Live and Vimeo. Comments made over those platforms at the appropriate times are included in the minutes

**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.gov/document\\_center/Sound%20Files/2020/CC200317\\_1759.mp3](https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200317_1759.mp3)**

**or requested from the office of the South Ogden City Recorder.**

Motion from council meeting to enter CDRA Board Meeting:

**00:28:58**

**Council Member Orr moved to recess into a CDRA Board meeting, followed by a second from Council Member Howard. Council Members Orr, Stewart, Howard, and Smyth all voted aye.**

**I. CALL TO ORDER**

Chair Porter called the meeting to order at 6:30 pm and moved to the consent agenda.

**II. CONSENT AGENDA**

**A. Approval of February 18, 2020 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.

00:29:18

**Board Member Smyth so moved. Board Member Howard seconded the motion. All present voted aye.**

After the board had voted on the minutes, Board Member Stewart noticed a typo that had the same time signature stamp on line 36 for the beginning of the meeting as the end of the meeting on line 114. Mayor Porter called for a motion to approve the minutes with the corrections made.

**Board Member Smyth amended her motion to approve the minutes but with the correction to the time stamp made. Board Member Howard again seconded the motion. The voice vote was unanimous in favor of the motion.**

### III. DISCUSSION/ACTION ITEMS

#### A. Consideration of CDRA Resolution 20-04 – Dissolving the 40<sup>th</sup> Street Community Reinvestment Project Area

- Chair Porter pointed out this was the same resolution they had passed as the City Council, but now needed to be done by the CDRA Board. He asked if there was any discussion, and seeing none, he called for a motion.

00:32:20

**Board Member Howard moved to approved CDRA Resolution 20-04. Board Member Smyth seconded the motion. The chair called the vote:**

Board Member Smyth -	Yes
Board Member Howard-	Yes
Board Member Stewart-	Yes
Board Member Orr -	Yes

**CDRA Resolution 20-04 was approved.**

### IV. ADJOURN

- Chair Porter called for a motion to adjourn

00:32:50

**Board Member Howard moved to adjourn the CDRA Board meeting and reconvene as the South Ogden City Council. Board Member Orr seconded the motion. All present voted aye.**

The meeting adjourned at 6:34 pm.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Community Development and Renewal Agency Board Meeting held Tuesday, March 17, 2020.

  
Leesa Kapetanov, City Recorder, Board Secretary

\_\_\_\_\_  
Date Approved by the Board

## **RESOLUTION NO. 20-09**

### **A RESOLUTION APPROVING AN AGREEMENT WITH LANDMARK DESIGN FOR DESIGN AND CONSTRUCTION DOCUMENTS FOR CLUB HEIGHTS PARK; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE**

#### **SECTION 1 - RECITALS**

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

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

WHEREAS, the City Council finds that an engineering and design firm should be retained to perform the design and construction document work for the Club Heights Park; and,

WHEREAS, the City Council finds that to ensure the effective design and development of these city park facilities and resources, an agreement with a qualified design service provider should be in place; and,

WHEREAS, the City Council finds that the deemed necessary and required solicitation of qualified service providers has been completed; and,

WHEREAS, the City Council finds that Landmark Design has been selected to provide various aspects of the design and documentation services required; and,

WHEREAS, the City Council finds it is in the best interest of the City and its residents to sign such a service agreements with Landmark Design.

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

The City Council Of South Ogden City, State Of Utah, Authorizes And Approves The Execution Of An Agreement With Landmark Design For Design and Construction Documents for Club Heights Park And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said Agreements (Attached Hereto As **Attachment "A"**) And By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

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

**SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:**

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

**SECTION 3 - PRIOR RESOLUTIONS:**

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

**SECTION 4 - SAVINGS CLAUSE:**

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

**SECTION 5 - DATE OF EFFECT**

This Resolution shall be effective on the 21<sup>st</sup> day of April, 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 21<sup>st</sup> day of April, 2020.

SOUTH OGDEN CITY

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Russell Porter  
Mayor

ATTEST:

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Leesa Kapetanov, CMC  
City Recorder

# **ATTACHMENT "A"**

## **RESOLUTION NO. 20-09**

A Resolution Approving An Agreement With Landmark Design For Design And Construction Documents For Club Heights Park; Authorizing The City Manager To Sign Any And All Necessary Documents; And, Providing For An Effective Date

21 Apr 20

Proposal for:  
Club Heights Park Design / Construction Documents

Landmark Design Team

## Introductory Letter

March 20, 2020

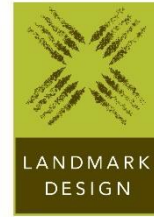
Matt Dixon, City Manager  
South Ogden City Corporation  
3950 South Adams Avenue  
South Ogden, Utah 84403

### *Landmark Design Team*

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#### *Proposal for:*

#### *Club Heights Park Design / Construction Documents*



#### **Landmark Design**

LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens  
850 South 400 West | Studio 104  
Salt Lake City, Utah 84101  
801.474.3300  
[www.lidi-ut.com](http://www.lidi-ut.com)

Dear Matt,

Landmark Design is pleased to present our proposal for providing continued design and construction documentation services for Club Heights Park. We bring the expertise, creativity and sensitivity required and provide the skills of our experienced staff on similar design and construction projects.

Landmark Design has completed master planning, design and construction documents for more than 60 comparable parks during the 32 years we have been operating. We are experienced in interpreting community needs and desires, gathering input, developing concept designs, preparing construction documents, and working with City staff, stakeholders and decision-makers to ensure the final design matches your vision and available resources.

We are eager to provide you with the most professional and comprehensive services for this project, and we look forward to the opportunity to work with you and your staff. If you have questions or require clarification, please contact me directly on my cell phone at 801.718.4353 or by email at [markv@ldi-ut.com](mailto:markv@ldi-ut.com). If I am unavailable, please contact Hugh Holt at our main phone number 801.474.3300.

Yours Sincerely,

Mark Vlasic, AICP, ASLA, PLA, LEED Green Associate  
President and Owner/ Project Manager and Principal-in-Charge



## Proposed Scope of Work

### *Understanding of the Project*

We understand that Club Heights Park is where the former Club Heights Elementary School was located on Palmer Drive. Some of the land has been designated as additional golf course in agreement with Weber State University. The remaining land to be developed as the Club Heights Park is approximately 1.5 acres in size. Conceptual plans, preliminary design and preliminary construction documents have been developed for the park in effort to get funding and have been presented to the City for approval.

The park includes a playground and water feature, small pavilions, picnic tables, walking paths, landscaping, irrigation, and a small parking lot. The scope of work included in this proposal is to finalize construction documents suitable for bidding.

### *Detailed Work Plan: Phase II – Construction Documents*

#### **Task 1: Kick-off/Design – Review Design**

Prior to beginning work, Landmark Design will discuss with City representatives and receive all pertinent information about the developed design of the park. We will review the design, amenities desired, opinion of probable costs, discuss sizes and other specific requirements, and develop a more refined program for the park.

#### **Task 2: Construction Documentation**

Following review and discussion of the Preliminary Design Plans, Landmark Design will proceed to develop the Construction Documents. We anticipate reviews with City staff at 60 and 90 percent complete stages. These reviews are critical and must be completed in a timely fashion in order to have 100 percent Construction Documents ready for bidding the project. Landmark Design will prepare the technical specifications and bid schedule. Electronic format will be provided for drawings, specifications, details and budget data. Periodic reviews will be conducted bi-monthly.

Civil engineering documentation is required for grading, utilities, and storm water pollution prevention plan (SWPPP). Electrical engineering is required for power coordination and site lighting. Allowances have been estimated in the fee proposal. These services can be contracted through Landmark Design or directly with the City.

## Phase II Construction Documents Deliverables

### 1. Construction Documents (60% Review Sets, 90% Review Sets, Bid Set)

- a. Drawings
  - i. Title and General Notes Sheets
  - ii. Demolition Plans
  - iii. Utility Plans
  - iv. SWPPP Plan
  - v. Site Layout and Dimension Plans
  - vi. Survey Control Sheets
  - vii. Site Furnishings/Equipment Plans
  - viii. Grading and Drainage Plans
  - ix. Lighting and Electrical Plans
  - x. Erosion Control and Stormwater Pollution Prevention Plans
  - xi. Planting Plans
  - xii. Irrigation Plans
  - xiii. Details
- b. Specifications
- c. Final Opinions of Probable Cost (Engineer's Estimate)
- d. Structural Engineering Calculations
- e. Soils Report
- f. Construction Schedule
- g. Bid Schedule

## Proposed Schedule

As illustrated in the accompanying schedule, Landmark Design proposes an 8-week project timetable to complete design and construction, beginning April 2020.

SCHEDULE	2020	2020	2020	2020	2020	2020	2020	2020
WEEK	1	2	3	4	5	6	7	8
	6-Apr	13-Apr	20-Apr	27-Apr	4-May	11-May	18-May	25-May
<b>Task 1: Kick-off/Design - Review Design</b>								
Kickoff Meeting	K							
Project familiarization								
<b>Task 2: Construction Documentation</b>								
Prepare Drawings for Review (PDF)								
Prepare Project Manual and Specifications for Review								
Prepare Opinion of Probable Cost for Review								
Assemble all Professional Discipline Information Drawings								
Assemble Project Manual and Bid Schedule								
QA / QC Review								
Review Meetings								

## Fee Summary

As detailed in the following chart, Landmark Design proposes a price of \$24,970.00 to complete the project as described. This includes all anticipated costs, including fees, deliverables and reimbursable costs.

Club Heights Park	Landmark Design				
March 2020	Principal-in-Charge	Principal-Land Arch	Senior Land Arch	Landscape Designer	Office Clerical
Summary of Work	\$160	\$130	\$110	\$85	\$70
<b>Task 1: Kick-off/Design - Review Design</b>					
Kickoff Meeting and Preparation	1	1	2	1	1
Project familiarization	0	0	1	1	0
<b>Task 2: Construction Documentation</b>					
Prepare Drawings for Review (PDF)	0	0	12	40	0
Prepare Project Manual and Specifications for Review	0	2	10	10	0
Prepare Opinion of Probable Cost for Review	1	0	2	8	0
Assemble Project Manual and Bid Schedule	0	0	4	12	0
QA / QC Review	2	4	4	4	1
Subconsultant Coordination	0	4	4	0	0
Review Meetings	4	4	4	4	1
<b>Subtotal Hours</b>	<b>8</b>	<b>15</b>	<b>43</b>	<b>80</b>	<b>3</b>
<b>Subtotal - Fee by Hourly Rates</b>	<b>\$1,280</b>	<b>\$1,950</b>	<b>\$4,730</b>	<b>\$6,800</b>	<b>\$210</b>
<b>TOTAL FEE</b>					<b>\$14,970</b>
<b>Electrical Engineering Estimated Fee</b>					<b>\$5,000</b>
<b>GRAND TOTAL</b>					<b>\$19,970</b>

# CLUB HEIGHTS PARK [RIPPLE]



## EXAMPLE IMAGES



Picnic Shelter (16' x 16')



Playground



Sand and Water Play Feature



Climbing Boulder



Nature Play Area



Forested Hillside Trail

## LEGEND

- 1 Picnic Shelter (16' x 16')
- 2 Playground w/Shade Canopy
- 3 Pre-K Playground w/Shade
- 4 Water Play Feature
- 5 Climbing Boulder
- 6 Nature Play Area
- 7 Forested Hillside Trail
- 8 Natural Grass Lawn Area
- 9 Parking Lot and Bus Turnaround
- 10 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

ITEM	UNIT	AMOUNT	QUANT.	AMOUNT
<b>General</b>				
Mobilization / Demobilization / Construction Layout	LS	\$80,000.00	1	\$60,000.00
<b>Section Subtotal</b>				<b>\$60,000.00</b>
<b>Civil Engineering</b>				
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
<b>Section Subtotal</b>				<b>\$217,000.00</b>
<b>Hardscape and Furnishings</b>				
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
<b>Section Subtotal</b>				<b>\$208,169.00</b>
<b>Softscape</b>				
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
<b>Section Subtotal</b>				<b>\$108,658.50</b>
<b>Contingency % Calculation</b>				
Grand Total Contingency	15.0%			\$89,074.13
<b>Section Subtotal</b>				<b>\$89,074.13</b>
<b>TOTAL</b>				<b>\$682,901.63</b>

### PHASE TWO

ITEM	UNIT	AMOUNT	QUANT.	AMOUNT
<b>General</b>				
Mobilization / Demobilization / Construction Layout	LS	\$80,000.00	1	\$20,000.00
<b>Section Subtotal</b>				<b>\$20,000.00</b>
<b>Hardscape and Furnishings</b>				
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
<b>Section Subtotal</b>				<b>\$497,222.00</b>
<b>Contingency % Calculation</b>				
Grand Total Contingency	15.0%			\$77,583.30
<b>Section Subtotal</b>				<b>\$77,583.30</b>
<b>TOTAL</b>				<b>\$574,805.30</b>

**GRAND TOTAL - PHASE ONE AND TWO**

**\$1,257,706.93**



## **RESOLUTION No. 20-10**

### **RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AMENDED 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 prior actions adopting an Operations Agreement with Neutron Holdings and their Lime Scooters operational program to fully address those needs on behalf of the citizens of the City should be amended; and,

**WHEREAS**, the City Council finds that an amended agreement with Neutron Holdings making technical changes to the prior approved agreement should be made; and,

**WHEREAS**, the City Council finds that City now desires to further those ends by approving an amended 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 Should Be Amended By Making Certain Technical Changes, And That The Revised Agreement With Those Changes Is, Attached Hereto As **Attachment "A"** And Is 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 21<sup>st</sup> day of April, 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 21<sup>st</sup> day of April, 2020.**

**SOUTH OGDEN CITY**

---

Russell Porter  
Mayor

**ATTEST:**

---

Leesa Kapetanov, CMC  
City Recorder

# **ATTACHMENT "A"**

## **RESOLUTION No. 20-10**

Resolution Of South Ogden City Approving An Amended 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.

21 Apr 20



## **INTERIM OPERATING AGREEMENT**

This Interim Operating Agreement (the “Agreement”) is entered into by and between Neutron Holdings, Inc. dba “Lime”, located at 85 2<sup>nd</sup> Street, 1<sup>st</sup> 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 3<sup>rd</sup> 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 2<sup>nd</sup> Street, 1<sup>st</sup> 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.

Company's indemnification obligations are subject to the City providing Company with sole control over the defense and settlement of the Claim (provided that Company will not enter into any settlement or compromise that negatively affects the City without the City's prior written consent). The City may participate in the Claim subject to indemnification hereunder at its sole cost in expense.

## **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  
Its: Regional General Manager--West

\_\_\_\_\_  
By: Matthew Dixon  
Its: City Manager

Attest: \_\_\_\_\_



## **SOUTH OGDEN CITY**

### **RESOLUTION NO. 20-11**

#### **A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR THE SOUTH OGDEN CITY CENTER COMMUNITY REINVESTMENT PROJECT AREA.**

**WHEREAS** pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “**Act**”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

**WHEREAS** the South Ogden City Redevelopment Agency (the “**Agency**”) and South Ogden City (the “**City**”) are “public agencies” for purposes of the Act; and

**WHEREAS** the Agency has adopted a Project Area Plan for the City Center Community Reinvestment Project Area (the “**Project Area**”); and

**WHEREAS** after careful analysis and consideration of relevant information, the City desires to enter into an interlocal agreement with the Agency (the “**Interlocal Agreement**”) whereby the City consents to the Agency receiving for an extended period of time a portion of the tax increment produced by the City’s levy on real and personal property within the Project Area; and

**WHEREAS** Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

#### **THEREFORE, BE IT RESOLVED BY THE SOUTH OGDEN CITY COUNCIL AS FOLLOWS:**

1. The Interlocal Agreement for the Project Area, substantially in the form attached hereto as **EXHIBIT A**, is approved and shall be executed by the City.
2. The Mayor shall make such additions, changes, and emendations as the Mayor deems necessary prior to the execution of the Interlocal Agreement.
3. Pursuant to Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the City for review and approval as to form and legality.
4. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a copy thereof shall be filed immediately with the keeper of records of the City.

5. The Interlocal Agreement shall be effective on the date of publication of the notice required by Section 17C-5-205, Utah Code; such notice shall be published by the Agency on behalf of each Taxing Entity according to the terms of the Interlocal Agreement.

6. This Resolution shall take effect upon adoption.

**APPROVED AND ADOPTED** by the South Ogden City Council on the 21<sup>st</sup> day of April, 2020.

**SOUTH OGDEN CITY**

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Russell L. Porter, Mayor

ATTEST:

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Leesa Kapetanov, CMC, City Recorder

**EXHIBIT A**

*City Center CRA Interlocal Agreement*

**INTERLOCAL AGREEMENT by and between the SOUTH OGDEN CITY  
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and SOUTH OGDEN  
CITY for the CITY CENTER COMMUNITY REINVESTMENT PROJECT AREA**

**THIS INTERLOCAL AGREEMENT** is entered into as of this 17<sup>th</sup> day of March, 2020, by and between the **SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and **SOUTH OGDEN CITY**, a political subdivision of the State of Utah (the “**Taxing Entity**”). The Agency and the Taxing Entity shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

**A. WHEREAS** the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct project area development activities within South Ogden, Utah, as contemplated by the Act; and

**B. WHEREAS** the Agency created the City Center Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan for the Project Area (the “**Project Area Plan**”) on April 21, 2020, which is incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for project area development in the Project Area; and

**C. WHEREAS** the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Plan; and

**D. WHEREAS** the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(60) (hereinafter “**Tax Increment**”)) created in the Project Area to assist in the Agency project area development activities within the Project Area as contemplated in the Project Area Plan; and

**E. WHEREAS** UCA § 17C-5-204(3) authorizes the Taxing Entity to consent to the payment to the Agency of all or a portion of the Taxing Entity’s share of Tax Increment generated in the Project Area; and

**F. WHEREAS** UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

**G. WHEREAS** in order to facilitate development within the Project Area, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity’s share of Tax Increment

generated by development within the Project Area in accordance with the terms of this Agreement; and

**H. WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the “**Cooperation Act**”).

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Taxing Entity's Consent.**

**a.** Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid eighty percent (80%) of the Taxing Entity’s share of the Tax Increment from the Project Area (the “**Taxing Entity’s Share**”) for up to twenty (20) consecutive years. The Agency may begin collecting increment, or “trigger” the collection of Tax Increment, upon written notice to the Taxing Entity and to Weber County. Regardless of the date for which the Agency begins collecting Tax Increment under this Agreement, the Agency shall not collect Tax Increment for any period beyond December 31, 2042. The date that the Agency begins collecting Tax Increment under this Agreement shall be on January 1 of the particular year. For the sake of illustration only, this subsection requires that the Agency begin collecting Tax Increment no later than January 1, 2023 in order to receive the full twenty years of Tax Increment contemplated by this Agreement.

**b.** The Taxing Entity’s Share shall be used for the purposes set forth in the Act as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity’s tax levy rate during the year for which Tax Increment is to be paid and (b) the base taxable value for purposes of calculating Tax Increment shall be the taxable value (as defined in § 17C-1-102(59) of the Act) of all taxable property within the Project Area last equalized prior to the date of this Agreement, which taxable value is subject to adjustment as required by law.

**c.** All centrally-assessed property existing within the Project Area as of the date of this Agreement, if any, shall be excluded from the calculation of Tax Increment under this Agreement. However, any new centrally assessed property constructed within the Project Area after the date of this Agreement shall be considered as new incremental value for purposes of calculating Tax Increment pursuant to this Agreement. Weber County is hereby authorized to make such calculations and estimates as may be reasonably necessary to accomplish such treatment as described in this subsection.

d. The Taxing Entity hereby authorizes and directs Weber County to pay directly to the Agency the Taxing Entity's Share in accordance with UCA § 17C-5-206 for the period described herein.

e. Of the amounts received by the Agency, the Agency may retain ten percent (10%) of the total Taxing Entity's Share each year to be used as described in UCA § 17C-5-307(3).

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to engage in project area development activities as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, reimbursements or incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. The Agency shall not retain more than five percent (5%) of the project area funds received pursuant to this Agreement for Agency overhead and administrative expenses.

3. **Return of Tax Increment to the Taxing Entity.** If the Agency, in its sole discretion, is unable to utilize the full amount of the Taxing Entity's Share for the uses authorized in Section 2, above, then the Agency shall return to the Taxing Entity that portion of that Taxing Entity's Share that the Agency is unable to utilize.

4. **Consent to Project Area Budget.** As contemplated by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget that will be adopted by the Agency for the Project Area in the future. The Taxing Entity may withdraw this consent by resolution of the governing body of the Taxing Entity and written notice to the Agency. Such consent shall be final and nonwithdrawable on the date that is thirty (30) days after the date on which the Agency files copies of the adopted Project Area Budget for the Project Area pursuant to Section 17C-5-305 the Act.

5. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

6. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the anticipated benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

7. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

e. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

f. The term of this Agreement shall commence on the publication of the notice described in Section 17C-5-205 of the Act and Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2050.

g. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

11. **Disputes.** In the event a dispute arises between the Parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the Parties, the Parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Weber County, Utah.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.



14. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

16. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

17. **Counterparts and Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

18. **Incorporation of Exhibits.** Any exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

**ENTERED** into as of the day and year first above written.

*[Remainder of page intentionally left blank; signature pages to follow]*

**Agency:**

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

By: \_\_\_\_\_  
Russell L. Porter, Chair

***Attest:***

\_\_\_\_\_  
Leesa Kapetanov, Secretary

**Attorney Review for the Agency:**

The undersigned, as counsel for the Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
Adam S. Long

*[Signatures continue]*

*[ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT]*

**Taxing Entity:**

**SOUTH OGDEN CITY**

By: \_\_\_\_\_  
Russell L. Porter, Mayor

***Attest:***

\_\_\_\_\_  
Leesa Kapetanov, CMC, City Recorder

**Attorney Review for the Taxing Entity:**

The undersigned, as attorney for the Taxing Entity, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
Name:



## NOTICE AND AGENDA

### SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

TUESDAY, APRIL 21, 2020 – 6:00 P.M.

Notice is hereby given that the South Ogden City Community Development and Renewal Agency Board will hold meeting at 6 pm Tuesday, April 21, 2020; however, in response 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](https://www.facebook.com/southogdencity) or to <https://vimeo.com/408022020>.

#### I. CALL TO ORDER – Chairman Russell Porter

#### II. CONSENT AGENDA

- A. Approval of March 17, 2020 CDRA Minutes

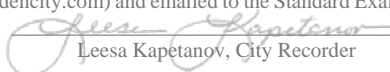
#### III. DISCUSSION/ACTION ITEMS

- A. Consideration of **CDRA Resolution 20-05** – Approving the Project Area Plan for the City Center Community Reinvestment Project Area
- B. Consideration of **CDRA Resolution 20-06** – Approving Interlocal Agreements for the City Center Community Reinvestment Project Area

#### IV. ADJOURN

Posted to the State of Utah Website April 17, 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 (1<sup>st</sup> and 2<sup>nd</sup> floors), on the City's website ([southogdencity.com](https://southogdencity.com)) and emailed to the Standard Examiner on April 17, 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, MARCH 17, 2020 – 6:00 P.M.**

**COUNCIL CHAMBERS, CITY HALL**

**BOARD MEMBERS PRESENT**

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

**BOARD MEMBERS EXCUSED**

Board Member Brent Strate

**STAFF MEMBERS PRESENT**

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

**CITIZENS PRESENT**

Members of the public could only join the meeting via Facebook Live and Vimeo. Comments made over those platforms at the appropriate times are included in the minutes

**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.gov/document\\_center/Sound%20Files/2020/CC200317\\_1759.mp3](https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200317_1759.mp3)**

**or requested from the office of the South Ogden City Recorder.**

Motion from council meeting to enter CDRA Board Meeting:

00:28:58

**Council Member Orr moved to recess into a CDRA Board meeting, followed by a second from Council Member Howard. Council Members Orr, Stewart, Howard, and Smyth all voted aye.**

**I. CALL TO ORDER**

Chair Porter called the meeting to order at 6:30 pm and moved to the consent agenda.

**II. CONSENT AGENDA**

**A. Approval of February 18, 2020 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.

00:29:18

**Board Member Smyth so moved. Board Member Howard seconded the motion. All present voted aye.**

After the board had voted on the minutes, Board Member Stewart noticed a typo that had the same time signature stamp on line 36 for the beginning of the meeting as the end of the meeting on line 114. Mayor Porter called for a motion to approve the minutes with the corrections made.

**Board Member Smyth amended her motion to approve the minutes but with the correction to the time stamp made. Board Member Howard again seconded the motion. The voice vote was unanimous in favor of the motion.**

### III. DISCUSSION/ACTION ITEMS

#### A. Consideration of CDRA Resolution 20-04 – Dissolving the 40<sup>th</sup> Street Community Reinvestment Project Area

- Chair Porter pointed out this was the same resolution they had passed as the City Council, but now needed to be done by the CDRA Board. He asked if there was any discussion, and seeing none, he called for a motion.

00:32:20

**Board Member Howard moved to approved CDRA Resolution 20-04. Board Member Smyth seconded the motion. The chair called the vote:**

Board Member Smyth -	Yes
Board Member Howard-	Yes
Board Member Stewart-	Yes
Board Member Orr -	Yes

**CDRA Resolution 20-04 was approved.**

### IV. ADJOURN

- Chair Porter called for a motion to adjourn

00:32:50

**Board Member Howard moved to adjourn the CDRA Board meeting and reconvene as the South Ogden City Council. Board Member Orr seconded the motion. All present voted aye.**

The meeting adjourned at 6:34 pm.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Community Development and Renewal Agency Board Meeting held Tuesday, March 17, 2020.

  
Leesa Kapetanov, City Recorder, Board Secretary

\_\_\_\_\_  
Date Approved by the Board

## **CDRA Resolution No. 20-05**

### **A RESOLUTION OF THE SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY APPROVING AND ADOPTING THE PROJECT AREA PLAN FOR THE SOUTH OGDEN CITY CENTER COMMUNITY REINVESTMENT PROJECT AREA**

**WHEREAS**, pursuant to the provisions of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the “**Act**”), specifically Utah Code Annotated (“**UCA**”) § 17C-5, the South Ogden City Community Development and Renewal Agency (the “**Agency**”) adopted a resolution on October 15, 2019, designating the certain areas for study for potential project area development and calling for the preparation of a project area plan and budget, as appropriate; and

**WHEREAS**, the draft Project Area Plan (the “**Draft Plan**”), having been prepared for the City Center Community Reinvestment Project Area (the “**Project Area**”) pursuant to UCA § 17C-5-105, the Agency held, on April 21, 2020, a duly noticed public hearing pursuant to UCA § 17C-5-104 to allow public comment on the Draft Plan and whether it should be revised, approved, or rejected; and to receive all written and hear all oral objections to the Draft Plan; and

**WHEREAS**, having received and heard all commentary on and objections, orally and in writing, to the Draft Plan submitted for its consideration, the Agency has passed upon such objections as it has received and has made such modifications, amendments, and/or emendations to the Draft Plan as it deems appropriate, if any; and

**WHEREAS**, the Agency has made relevant findings concerning the amount of opposition, if any, to the Draft Plan by owners of real property within the Project Area.

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

#### **1. Legal Description.**

The boundaries of the Project Area are described in the Project Area Plan, attached hereto as **Exhibit A**.

#### **2. The Agency’s Purposes and Intent with Respect to the Project Area.**

The purposes and intent of the Agency with respect to the Project Area are as follows:

**2.1.** To satisfy the purposes of the Act, as defined therein, by promoting, creating, and/or retaining jobs through the planning, design, development, construction, rehabilitation, or business relocation within the Project Area, as well as the provision of office, industrial, manufacturing, warehousing, distribution, parking, public, housing, or other facilities, or other improvements that

benefit the state or a community;

**2.2.** to increase the City's tax base as well as its supply of residential and commercial space so as to improve both opportunity and quality of life for all of its citizens;

**2.3.** to promote, encourage, and bring to fruition, the development within the Project Area of development projects that are desirable to the City;

**2.4.** to stimulate the economy within the Project Area and in the surrounding area;

**2.5.** to provide for the installation of needed infrastructure, if and as necessary, for development within the Project Area;

**2.6.** to take any or all additional steps which may be appropriate or necessary to promote or further the aim of improving the Project Area (and, indirectly, of surrounding areas).

### **3. Designation, Adoption, and Incorporation of the Plan.**

The Draft Plan for the City Center Community Reinvestment Project Area (attached as **Exhibit A**) is hereby designated the *Official Plan for the City Center Community Reinvestment Project Area* (the "**Official Plan**"), and is incorporated herein by this reference.

The Agency hereby officially approves and adopts the Official Plan for the City Center Community Reinvestment Project Area.

### **4. Required Findings.**

**4.1.** A need exists to effectuate a public purpose; to wit, the exercise of the statutorily enacted community development mechanism for the benefit of the citizens of South Ogden City.

**4.2.** Benefit to the public shall accrue from the execution of the Official Plan, as each project undertaken thereunder shall be subject to the analysis described in Utah Code § 17C-5-105(12).

**4.3.** The adoption and carrying out of the Official Plan is economically sound and feasible.

**4.4.** The Official Plan conforms to the City's General Plan.

**4.5.** Carrying out the Official Plan will promote the public peace, health, safety, and welfare of South Ogden City and its residents.



**5. Submission of the Official Plan to the South Ogden City Council for Adoption by Ordinance.**

**5.1.** Pursuant to Utah Code §§ 17C-5-104 & -109, the Agency Board hereby submits the Official Plan to the South Ogden City Council for review and adoption.

**6. Recording and Transmittal.**

**6.1.** Pursuant to Utah Code § 17C-5-111, Agency Staff are hereby directed and authorized to take the following actions within 30 days after adoption of the Official Plan by the City Council:

**a.** to record with the Weber County Recorder a document containing a description of the land within the Project Area, a statement that the Official Plan for the Project Area has been adopted, and the date of its adoption by the City Council; and

**b.** to transmit a copy of the description of the land within the Project Area, a copy of the City Council ordinance adopting the Official Plan, and a map indicating the boundaries of the Project Area to each of entity described in Utah Code § 17C-5-111(3).

**7. Execution of the Plan.**

**7.1.** Following adoption of the Official Plan by the City Council, the Agency shall proceed to carry out the Plan.

**8. Directions to Agency Staff.**

**8.1.** The Agency staff are hereby directed and authorized to take all such actions as necessary to effectuate the purposes and aims of this resolution.

**9. Effective Date**

**9.1.** This Resolution shall take effect upon its adoption.

**APPROVED AND ADOPTED** on the 21<sup>st</sup> day of April, 2020.

---

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

***Attest:***

---

Leesa Kapetanov, Secretary

## **EXHIBIT A**

### City Center Community Reinvestment Project Area Plan

# **South Ogden City Center Community Reinvestment Project Area Plan**

**Adopted April 21, 2020**



**Prepared by:**

**the South Ogden City Community Development and Renewal Agency**  
with the assistance of Smith Hartvigsen, PLLC

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## 1. Introduction, Adoption of Project Area Plan

The Agency Board requested that the South Ogden City Community Development and Renewal Agency (the “**Agency**”), with the assistance of hired consultants and staff, prepare a Community Reinvestment Project Area Plan pursuant to the provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated 1953, as amended (the “**Act**”). The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout the establishment of the Project Area, and this Plan. This Community Reinvestment Project Area Plan (the “**Project Area Plan**” or the “**Plan**”) is for a development located entirely within the boundaries of South Ogden City. The specific boundaries and proposed development that is expected to occur within these boundaries are set forth in this Project Area Plan. This Plan shall be titled “South Ogden City Center Community Reinvestment Project Area Plan” and has been adopted on the date shown on the cover page.

A map of the Community Reinvestment Area (“**CRA**” or “**Project Area**”) is included as **Exhibit A**.

The Agency has determined that the area meets the criteria for creation of a CRA. The area offers the opportunity to bring new development to South Ogden that will attract private capital investment, contribute to the tax base, and otherwise contribute to the economic vitality and prosperity of South Ogden City.

Creation of the CRA will allow property owners within the project area the opportunity to request incentives from the Agency in order to make various projects financially viable and to bring jobs, property tax revenue, and sales tax revenue to South Ogden City.

This document is prepared in good faith as a current reasonable estimate of the economic impact of this Project. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this report represents the reasonable expectations of the Project. The Agency makes no guarantee that the projections contained in this Plan document or in the Budget for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, as amended; this Plan shall not be interpreted to limit or restrict the powers of the agency as granted by the Act.

The ordering of sections of this Project Area Plan document is consistent with the presentation of requirements and other criteria for CRA development as set forth in Utah Code § 17C-5-105.

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257 E 200 S, Suite 500  
Salt Lake City, Utah 84111  
(801) 413-1600  
along@shutah.law

## **2. Community Reinvestment Project Area Boundaries**

The Project Area is located within South Ogden, Utah and contains approximately 304 acres. A map of the Project Area is attached as **Exhibit A** and incorporated herein.

The land contained within the CRA is owned by a number of private people and entities; some parcels within the Project Area are currently owned by the City and may be transferred to the Agency to encourage project area development. The legal description of the Project Area is below:

Beginning North 89°46'20 West 524.92 feet and South 00°58'00" West 1,008.13 feet from the Northeast corner of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, SLBM, said point being the Northeast corner of Parcel #051390054; thence westerly along the north boundary of said parcel to the Northwest corner of said parcel; thence southerly along the west boundary of said parcel and Parcels #051390015, 051390077, 051390020, 051400014, 051400017, 051390023, 051390092 to the Southwest corner of Parcel #051390092; thence southeasterly along the south boundary of Parcel #051390092 to the Southeast corner of Parcel #051390124; thence southeasterly along the boundary of South Ogden City and across Riverdale Road to the Southwest corner of Parcel #052070001 which is also the east right-of-way of Riverdale Road; thence northeasterly along the west boundary of Parcel #052070001 to the Southwest corner of Parcel #051410042; thence southeasterly along the south boundary of said parcel to the Southeast corner of said parcel; thence northeasterly to the Northeast corner of said parcel; thence southeasterly along the north boundary of Parcel #052070001 to the Northeast corner of said parcel; thence southwesterly to the Southwest corner of Parcel #051380057; thence along the south boundary of said parcel to the Southeast corner of said parcel; thence southerly across Palmer Road to the Southwest corner of Lot 53, Block 2 of the Country Club Heights Subdivision; thence southerly along the west boundary of said subdivision to the Southwest corner of Parcel #060220009; thence southerly across 4150 South Street to the Northwest corner of Parcel #060220007; thence southerly to the Southwest corner of Parcel #060220007; thence easterly along the south boundary of the Country Club Heights Subdivision to the Southeast corner of Parcel #060210015 of said subdivision; thence northerly along the east boundary of said subdivision to the east right of way line of Country Club Drive; thence northerly along the east right of way line of said subdivision to the intersection of County Club Drive and 40th Street; thence easterly along the south right of way line of 40th Street to the Northeast corner of Parcel #051340023; thence easterly across Washington Boulevard to the Northwest corner of Parcel 060190031; thence easterly to the Northwest corner of Parcel #060190030; thence southeasterly along the west boundary of said parcel to the Northwest corner of Parcel #060190006; thence southeasterly along the south boundary of said parcel to the Southeast corner of said parcel; thence southeasterly across Adams Avenue to the Southwest corner of Parcel #060830007; thence easterly along the south boundary of said parcel to the Southeast corner of Parcel #060830015; thence easterly across Porter Avenue to the Southwest corner of Parcel #060830021; thence easterly along the south border of said parcel to the Southeast corner of Parcel #060830027; thence southeasterly across Jefferson Avenue to the Southwest corner of Parcel #060840007; thence along the south boundary of said parcel to the Southeast corner of Parcel #060840017; thence southeasterly across Madison Avenue to the Southwest corner of Parcel #060360002; thence easterly along the south boundary

of said parcel to the Southeast corner of said parcel; thence northerly to the Northwest corner of Parcel #060510016; thence easterly along the north boundary of said parcel to the Northeast corner of said parcel; thence southerly along the east boundary of said parcel to the Southeast corner of said parcel; thence easterly across Liberty Avenue to the Northwest corner of Parcel #060510022; thence southerly along the west boundary of said parcel to the Southwest corner of said parcel; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence southerly to the Southwest corner of Parcel #060350012; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence easterly across Monroe Boulevard to the Northwest corner of Parcel #060350006; thence southerly to the Southwest corner of said parcel; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence southerly along the west boundary of Parcel #060350021 to the Southwest corner of said parcel; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence northerly along the east boundary of said parcel the Northeast corner of said parcel; thence east to the Northeast corner of Parcel #060350007; thence southerly along the east boundary of said parcel to the Southwest corner of Gramercy Avenue; thence easterly to the Northeast corner of Parcel #060320064; thence southerly along the east boundary of said parcel to the Southwest corner of Parcel #060740015; thence easterly along the south boundary of said parcel to the Southeast corner of said parcel; thence easterly across 900 East Street to the Southwest corner of Parcel #060740014; thence easterly along the south boundary of said parcel to the Southeast corner of Parcel #060740001; thence northerly along the east boundary of said parcel to the Northeast corner of said parcel and the south right of way of 40th Street; thence westerly along the north boundary of said parcel and right of way to the Northwest corner of Parcel #060740014; thence westerly across 900 East Street to the Northeast corner of Parcel #060740015; thence westerly along the north boundary of said parcel to the Northeast corner of said parcel; thence westerly across Gramercy Avenue to the Northeast corner of Parcel #060350008; thence westerly along the south right of way of 40th Street to the Northwest corner of Parcel #060350001; thence westerly across Monroe Boulevard to the Northeast corner of Parcel #060350015; thence westerly along the south right of way of 40th Street to the Northwest corner of Parcel #060510026; thence westerly across Liberty Avenue to the Northeast corner of Parcel #060510012; thence westerly to the Northwest corner of Parcel #060510028; thence northerly across 40th Street to the Southeast corner of Parcel #050820017; thence northerly along the east boundary of said parcel to the Northeast corner of said parcel; thence westerly along the north boundary of said parcel to the Northwest corner of said parcel; thence northwesterly to the Northeast corner of Parcel #050920014; thence northerly to the Northeast corner of Parcel #050920012; thence westerly along the north boundary of said parcel to the Northwest corner of said parcel; thence northerly to the Northwest corner of Parcel #050920010; thence westerly across Orchard Avenue to the south right of way of 39th Street and the Northeast corner of Parcel #050920008; thence westerly along the south right of way of said street to the west right of way of Adams Avenue and the Northeast corner of Parcel #051350031; thence northerly along the west right of way of Adams Avenue to the intersection of Adams Avenue and 36th Street and the Northeast corner of Parcel #051260048; thence westerly along the south right of way of 36th Street to the East right-of-way of Washington Boulevard said point being the Northwest corner of Parcel #050650003; thence southerly along said right-of-way to the Southwest corner of Parcel #051260034 which is also the intersection of Washington Boulevard and 37th South Street and the north right-of-way of 37th South Street; thence westerly across Washington Boulevard to the Southeast corner of Parcel #051690003; thence along the north right-of-way of 37th South Street to the Southwest corner of Parcel #051670006 which is also the east right-of-way of Riverdale Road; thence northeasterly along said right-of-way to the intersection of Riverdale Road and 36th South Street; thence westerly to the west right-of-way of Riverdale Road which is the Northeast corner of Parcel #051220003; thence westerly to the east right of way of Wall Avenue and the Northwest corner of Parcel #051390009; thence southerly along the east right of way of Wall Avenue to the Southwest corner of Parcel #051390125; thence southwesterly across Wall Avenue to the Point of Beginning.

Also, beginning North 89°08'18" West 800.78 feet and North 01°17'42" East 1670.66 feet from the Southeast corner of Section 8, Township 5 North, Range 1 West, SLBM, said point also being the Southwest corner of Parcel #060190028; thence easterly along the south boundary of said parcel to the east boundary



of Parcel #060190027; thence northerly along the east boundary of said parcel to the Northeast corner of said parcel; thence northerly across 4400 South Street to the Southeast corner of Parcel #060190040; thence northerly along the east boundary of said parcel to the Southeast corner of Parcel #060190039; thence northwesterly along the east boundary of said parcel to the Northwest corner of said parcel and the east right of way of Washington Boulevard; thence south along the east right of way of said boulevard to the Southwest corner of Parcel #060190017; thence southerly across 4400 South Street to the Northwest corner of Parcel #060190028; thence southerly to the Point of Beginning.

Also, beginning 1,126.2 feet north of the Southeast corner of the Southwest Quarter of Section 15, Township 5 North, Range 1 West, SLBM, said point also being the Northeast corner of Parcel #070040053; thence southwesterly along the north boundary of said parcel to the Northwest corner of said parcel; thence southwesterly to the Northeast corner of Parcel #070040028; thence southwesterly to the Southwest corner of said parcel; thence southwesterly to the east right of way of 5600 South Street and the Southwest corner of Parcel #070040041; thence southeasterly along the right of way of said street to the intersection of said street and Harrison Boulevard; thence southeasterly across said boulevard to the Southwest corner of Parcel #070040038; thence southeasterly to the north right of way of Combe Road; thence easterly along said right of way to the Southeast corner of Parcel #070070017; thence northwesterly along the east boundary of said parcel to the Northeast corner of said parcel; thence northeasterly to the Southeast corner of Parcel #070070016; thence northwesterly along the east boundary of said parcel to the Northeast corner of said parcel; thence westerly to the Northwest corner of Parcel #077110020; thence northerly along the east boundary of said parcel to the Point of Beginning.

### **3. Summary of Existing Land Use, Principal Streets, Population Densities and Building Intensities**

#### **Existing Land Use Map**

A map of existing zoning in the Project Area is included as **Exhibit B** and is incorporated herein. A map indicating the layout of principal streets serving the area is included as **Exhibit C**.

The Project Area consists of three distinct areas. The northerly area is known as the North Area and is approximately 273 acres. The southerly area is known as the South Area and is approximately 18.7 acres. The portion of the Project Area between the North Area and the South Area is known as the Central Area and is approximately 12 acres.

The land within the Project Area is controlled by the City's Form-Based Code (Title 10, Chapter 5.1). The City Center and 40<sup>th</sup> Street Corridor form-based code was adopted in 2016 and the Commercial Areas form-based code was adopted in 2017. Together, these two form-based codes encompass the North Area, South Area and Central Areas described in the Project Area Plan. The goal of the form-based code is to create a walkable city with mixed-use centers along the City's principle transit corridors; including Riverdale Road, Washington Blvd, 40<sup>th</sup> Street, and Harrison Blvd. The form-based code will ensure that as redevelopment occurs, new development will be based on traditional commercial development principles that emphasize walkability and pedestrians, rather than parking and automobiles.

Portions of the following subdistricts are included within the Project Area:

40<sup>th</sup> Street General

City Center Core  
City Center General  
Edge  
Gateway Core  
Gateway General  
Neighborhood Commercial  
Riverdale Road General

Small portions of the Project Area are also zoned for single and two-family residential development. The Agency does not anticipate that significant changes to existing zoning will be required to accommodate desirable development within the Project Area.

Access to the Project Area is generally via Riverdale Road, Washington Boulevard, and Harrison Boulevard. These major streets lead to a number of secondary streets that also provide access to the Project Area. These streets are major thoroughfares and provide good access to the Project Area and can generally accommodate any traffic that may come as a result of future development. The Agency does not anticipate any significant changes to existing streets or traffic patterns as a result of development within the Project Area.

#### **General Description of surrounding property**

The North Area includes some of the City's main retail and commercial areas, some existing residential areas, and also City Hall. To the west, the North Area abuts commercial areas (in Ogden City). To the north is a mix of small commercial and residential areas. To the east is primarily existing residential areas. To the south is the Ogden Golf and Country Club and existing residential developments.

The Central Area is zoned as neighborhood commercial and includes some existing businesses. To the east and west are existing residential areas. To the north is Ogden Golf and Country Club and to the south is industrial property and a cemetery.

The South Area is bordered on the north and east by an irrigation reservoir and undeveloped property. To the west is single family residential and to the south are commercial and multi-family developments.

The expected development of the Project Area in compliance with applicable standards and regulations will not impose any public health, safety, or general welfare issues. The Agency anticipates that the contemplated development within the Project Area will be beneficial to the existing businesses within the Project Area and in the vicinity. Additionally, the Agency expects that the contemplated development within the Project Area will not be negatively affected by the other nearby uses.

#### **Population Density in the Project Area**

The Project Area contains a mix of low-density residential development, multi-family housing, and commercial areas. The Agency expects that various types of projects will develop within

different portions of the Project Area. At least some development in the Project Area will likely involve multi-family residential development—including such development as part of a larger mixed-use project—and that population density will increase accordingly as development occurs.

### **Building Density in the Project Area**

In general, the land within the Project Area is mostly built out. However, some prime undeveloped land remains vacant and certain parcels could be utilized more efficiently. As increasing density is usually a key aspect of new development in an existing city like South Ogden, the Agency generally expects that density will increase in areas of new development; however, density may correspondingly decrease in areas dedicated to open or public space as part of new development projects.

### **Impact of Development on Land Use, Population, and Building Density**

As noted, population and building density within the Project Area will probably increase with new development. In general, the Agency expects that development within the Project Area will increase the density as compared to current uses. The City may change existing zoning as appropriate to accommodate desirable development; however, any such changes are subject to all applicable City land use ordinances, regulations and processes.

## **4. Standards That Will Guide Development**

Development in the Project Area will be subject to appropriate elements of the South Ogden City building permit process, conditional use permits (if applicable), and all applicable South Ogden City Ordinances. Development/expansion proposals shall be accompanied by site plans, development data, and other appropriate material clearly describing the extent of development/expansion proposed, and any other data that is required by the City's Building, Planning and Zoning Departments.

The following objectives, standards, and conditions, along with others, may be considered by the Agency in determining whether a particular project or development is desirable within the Project Area:

1. Removal of structurally substandard buildings or improvements to permit the return of land to its highest and best economic use. Provide for the correction of vacant buildings.
2. Removal of impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by improved public utilities and infrastructure improvements. Provide for the correction of vacant land.
3. Rehabilitation and/or addition of commercial and multi-family structures; and rehabilitation of single-family homes if the historic quality can be retained or restored.

4. The elimination of environmental deficiencies, including irregular lot subdivision, inadequate drainage, weeds and excessive secluding vegetation, underutilized land, and soil contamination mitigation, if present.

5. Achievement of an environment which reflects appropriate architectural, landscape, and urban design principles consistent with zoning guidelines as well as the contributing character of historically significant homes and other buildings within the area. This type of environment should be developed through encouragement, guidance, appropriate enforcement and controls, ordinances, and professional assistance to owner participants and developers.

6. Promotion and marketing of the Project Area for development or investment that would be complimentary to existing businesses and residential areas or would enhance the economic base of the neighborhood through diversification.

7. Upgrade or replacement of utilities, streets, curbs, sidewalks, parking areas, landscaping, and lighting to give the area a refined look consistent with the objectives of the applicable zoning and in a manner that attracts business and residential activity.

8. Provide for the strengthening of the tax base and economic health of the entire community.

9. Provide improved public streets, road access, associated utilities, and pedestrian/bicycle access to the Area to facilitate better traffic circulation and reduce traffic hazards. Provide improved pedestrian circulation systems that create landscaped walkways through the inner block to provide attractive and safe pedestrian connections. The Agency shall work with the City to recommend ways to improve traffic and pedestrian circulation within and abutting the Project Area.

10. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of social and economic activity for the City.

11. Coordinate and improve the public transportation system, including bus stops and other public transit services.

12. Eliminate the influences and factors that lead to the poor design, installation, and/or management of the façade zone area of residential properties. This area is defined as the area between the front door and the back of curb and includes elements such as landscaping, paved

surfaces, porches, lighting, siding, and utilities.

13. Recognize, promote and support the retention, restoration and appropriate reuse of existing buildings, groupings of buildings, and other physical features of those having significant historic and/or architectural value and ensure that new development is sensitive to these features.

14. Promote and encourage the practice and expansion of sustainable initiatives including, but not limited to, energy efficiency, LEED Certification, renewable energy projects, charging stations, ride-sharing programs, water conservation, recycling, historic reuse, and Low-Impact-Development (LID).

These and other applicable standards are intended to assure that the proposed use will be harmonious with neighboring uses, will comply with the General Plan and will impose no unreasonable demands for public services.

## **5. Description of How Purposes of the Act Will be Attained**

Title 17C of the Utah Code contains the following definition of Project Area Development:

“Project area development” means activity within a project area that, as determined by the board, encourages, promotes, or provides development or redevelopment for the purpose of implementing a project area plan, including:

- (a) promoting, creating, or retaining public or private jobs within the state or a community;
- (b) providing office, manufacturing, warehousing, distribution, parking, or other facilities or improvements;
- (c) planning, designing, demolishing, clearing, constructing, rehabilitating, or remediating environmental issues;
- (d) providing residential, commercial, industrial, public, or other structures or spaces, including recreational and other facilities incidental or appurtenant to the structures or spaces;
- (e) altering, improving, modernizing, demolishing, reconstructing, or rehabilitating existing structures;
- (f) providing open space, including streets or other public grounds or space around buildings;
- (g) providing public or private buildings, infrastructure, structures, or improvements;
- (h) relocating a business;
- (i) improving public or private recreation areas or other public grounds;
- (j) eliminating blight or the causes of blight;

- (k) redevelopment as defined under the law in effect before May 1, 2006; or
- (l) any activity described in Subsections (47)(a) through (k) outside of a project area that the board determines to be a benefit to the project area.

(Utah Code § 17C-1-102(47)).

The creation of the Project Area furthers the attainment of the purposes of Title 17C by addressing the following objectives:

- Providing necessary public infrastructure to encourage and promote additional development activities within or near the Project Area.
- Providing additional employment opportunities, thus encouraging and promoting new development activities, such as residential developments for employees, commercial developments for suppliers, restaurateurs, and other businesses.
- Providing for the development of vacant land within the Project Area, as well as the development of existing structures.
- Providing for the restoration of historic structures.
- New development within the Project Area will meaningfully enhance South Ogden's property and sales tax base, thus increasing the resources available for performing basic governmental services.
- Support and encourage appropriate public and private development efforts in the community.

It is the intent of the Agency, with the assistance and participation of private property owners, to encourage and accomplish appropriate development within the Project Area by methods described in this Plan and as allowed by the Act. This includes the restoration/renovation of historical buildings, enhancement to existing buildings, the possible construction of new buildings, facilities and infrastructure, the diversification and stabilization of the housing stock, the creation of new jobs, and the use of incentives to maximize other appropriate development beneficial to the City and its citizens. By these methods, the private sector should be encouraged to undertake new development which will strengthen the tax base of the community in furtherance of the objectives set forth in the Act.

The Agency, in pursuing development strategies that will achieve the purposes of the Act and promote a more vibrant and economically healthy community, may utilize its resources to address substandard conditions and effectuate Project Area Development activities as defined in the Act and as allowable by law. Possible strategies available to facilitate development and

investment in the Area may include, but are not limited to, the acquisition, clearance, disposition, and rehabilitation of residential and commercial properties, as more fully described below:

1. Acquisition and Clearance: The Agency may acquire, but is not required to acquire, real property located in the Project Area for purposes of promoting project area development. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method. Generally, personal property will not be acquired by the Agency. However, where necessary in the execution of the objectives of this Plan, the Agency shall be authorized to acquire personal property in the Project Area by any lawful means. The Agency intends that all property needed to be acquired within the Project Area will be acquired, if possible, by open negotiations between willing sellers and willing buyers. The creation of the Project Area and the adoption of this Plan do not give the Agency any eminent domain power within the Project Area

2. Property Disposition and Development: The Agency shall be authorized, by lawful means, to promote Project Area Development. The Agency shall be authorized, by lawful means, to demolish and clear buildings, structures, and other improvements from real property in the Project Area as necessary to carry out the purposes of this Plan. The Agency shall be authorized to install and construct, or to cause to be installed and constructed, the public improvements, public facilities, and public utilities, within the Project Area which are necessary or desirable to carry out this Plan. The Agency shall be authorized to prepare or cause to be prepared as building sites real property in the Project Area. The Agency shall also be authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area according to the appropriate legal means available.

3. Conditioned on approval by the Agency Board, the Agency shall be authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, grant or otherwise dispose of any interest in real property within the Project Area. If such authorization is given, the Agency shall be able to dispose of real property by gift, grant, leases or sales by negotiation with or without public bidding. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan and other associated plans, as applicable.

4. To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private owners and private enterprise in carrying out development activities. To the extent now or hereafter permitted by law, the Agency shall be authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area.

5. Rehabilitation: Properties vacant, abandoned or otherwise determined to be in substandard condition by the City by any lawful means may be sufficiently rehabilitated by the property owner or others to insure a new or remaining economic life of twenty years.

6. Cooperation with the Community and Public Entities: The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within the Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of community reinvestment and the highest public good.

7. Private Investment. Known as the most common and effective means of capital, investment from private owners, developers, businesses, and citizens will have the most impactful and long-lasting effect on the Project Area. The Agency anticipates that the majority of the investment made within the Area will be made by private owners and business/development entities wishing to undertake Project Area Development activities within the Area. As authorized by the Act and approved by the Agency Board, the Agency may provide assistance to development projects within the Project Area.

## **6. Conformance of the CRA to the Community's General Plan**

All development within the Project Area will be consistent with the South Ogden City General Plan. The General Plan discusses the need to maintain the character of established neighborhoods while also providing for new development that enhances the quality of life of City residents. The General Plan was significantly updated in 2008. The major goals of that update were to make South Ogden City distinct and identifiable from surrounding municipalities, create a distinct City Center or "heart of the community", facilitate the careful integration of new development and redevelopment in existing neighborhoods, and create places for the community to gather and events to draw residents to these places. The adoption of the form-based code for portions of the City was identified as an important tool to allow the City to accomplish these goals. The Agency's involvement within the Project Area will allow the Agency to encourage development in harmony with these General Plan goals.

**Zoning Ordinances.** The zoning within the Project Area is described above.

**Building Code.** All development within the Project Area will be constructed in accordance with all applicable South Ogden building codes. The creation of the Project Area will not restrict or alter the City's land use authority.

## **7. Specific Project Outline and Its Potential for Economic Development**

The formation of the Project Area will provide South Ogden with the opportunity to encourage development of underutilized land in established portions of the City. The Agency expects that the creation of the Project Area will lead to significant capital investment and development within South Ogden. Without the creation of the CRA and project area development activities by the Agency, South Ogden would likely not experience significant development that is expected to benefit the City. With much of the property within the City Center CRA having been designated as an Opportunity Zone, the Agency plans on leveraging the Opportunity Zone program to add



additional value and interest for redevelopment within the project area on applicable parcels of land.

Through the exercise of its statutory powers, the Agency expects that the Project Area will be attractive to a variety of projects—particularly multi-family, mixed-use and commercial office developments with supporting retail. Further, the Agency expects that development within the Project Area will have a positive effect on other nearby retail and commercial areas within the greater South Ogden and surrounding areas in Weber County.

The Agency believes that the projects listed below are illustrative of the types and locations of potential public improvements and new development projects within the Project Area:

### **Potential Public Improvements and Possible Costs**

1. Improved pedestrian safety and beautification of Washington Blvd. between 36<sup>th</sup> and 40<sup>th</sup> Street (\$4M)
2. Preparation/acquisition of land for Phase II Ogden/WSU Bus Rapid Transit system (\$2.5M)
3. Acquisition of underutilized parcels to encourage redevelopment (\$2.5M)

### **Potential New Development Projects**

4. Benenson Capital (Big Lots/Savers) property (8.5 acres) as combination housing, office, commercial, retail and infrastructure improvements (\$100+M)
5. Lotus apartments on 40<sup>th</sup> & Adams (\$32M investment)
6. Seasons on Riverdale Rd. apartments (\$32M)
7. Terrazza on Harrison Blvd. apartments (\$80M)

The largest redevelopment opportunity, and the primary focus of the Agency, is the redevelopment of Benenson Capital's 8.5 acres currently leased by Big Lots and Savers. Not only is this property located in the heart of the city's City Center but it is also the largest tract of land owned by a single owner. Benenson Capital's land is also within the federally designated Opportunity Zone. As a result, this creates some urgency for the Agency and Benenson Capital to see new investment happening as soon as possible. The Agency has been working with Benenson Capital for several years in preparing for the future redevelopment of the site. Benenson is very interested in working with the Agency in these efforts and the Agency's goal is to have a redevelopment plan ready and construction underway on this property within 3-5 years. The mixed-use development anticipated on this site will include commercial office, retail, residential and flex space. The new capital investment from this project alone is anticipated to be well over \$100 million with ancillary benefits coming from those who will work and live at this site and the goods and services they will consume in the greater South Ogden/Weber County area.

The Agency anticipates that a significant portion of the Agency funds spent within the Project Area will be used for necessary infrastructure improvements to allow desirable development to

occur. Additionally, it is anticipated that some agency funds will be used to acquire key, underutilized parcels to encourage new development. As South Ogden is mostly built out, impediments to redevelopment projects often exist, such as aging infrastructure, inadequate utility capacity, or unsuitable parcel boundaries. These impediments can make development within South Ogden more difficult and more costly than a similar development would be in a new or developing area. The use of tax increment and other Agency funds can be effectively used to address these impediments by making the necessary improvements or by reimbursing a particular developer or property owner for some portion of the extraordinary costs of pursuing a particular development project within the Project Area.

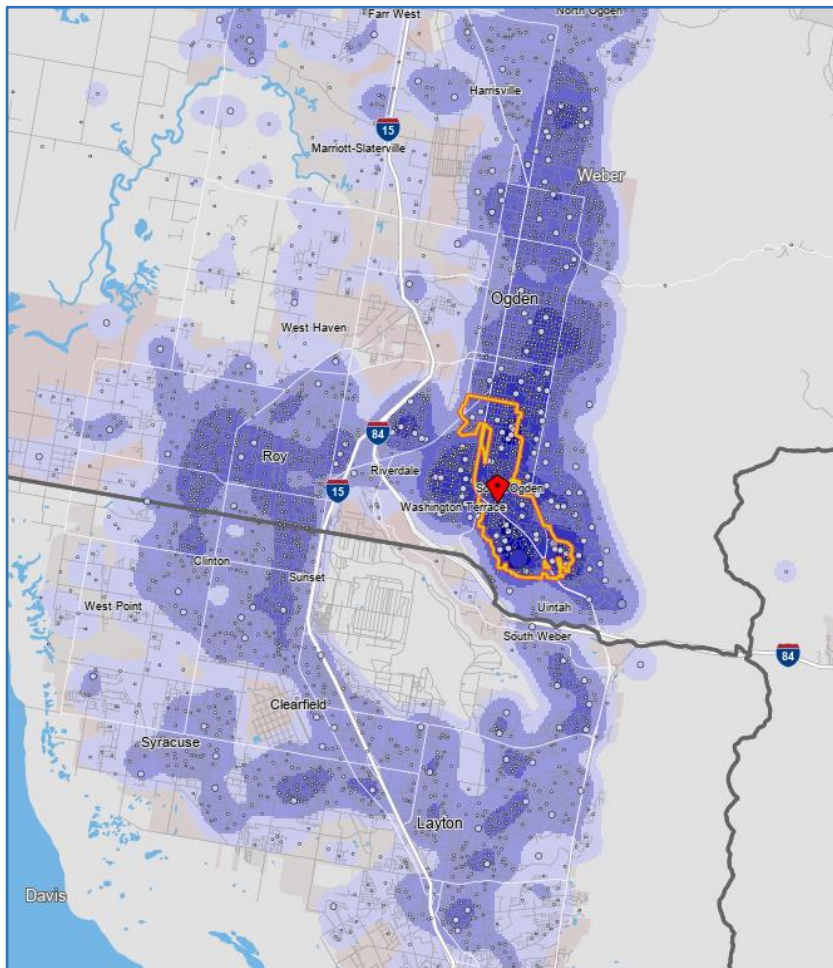
## **8. Selection of Participant**

The Agency has engaged in preliminary discussions with several developers but has yet to formally engage with any potential developers for property within the Project Area. The Agency anticipates working with developers and property owners to bring desirable development to the Project Area. The Agency will require that any developer has sufficient experience, knowledge, resources, and financial wherewithal to develop the project as contemplated herein. Note that the Agency does not anticipate providing assistance to all projects within the Project Area; however, the Agency will continue to work with interested developers to identify those projects that may be particularly desirable and beneficial to South Ogden. The Agency may consider offering assistance to a desirable project that may not otherwise be financially viable. Based on past experience, some of these development projects will likely be the subject of a development agreement between the City and the developer.

## **9. Reasons for Selection of Project Area**

According to the 2017 American Community Survey (U.S. Census), only 490 residents of South Ogden live and work within the city. Total outflow of employment is shown at 6,944, with the map (Figure 1) below highlighting that some South Ogden residents are commuting notable distances. Major employment options are relatively lacking in South Ogden, and the city needs an office presence to allow residents more nearby labor choices.

Competing with alternative office sites outside of South Ogden has proven difficult due to the lack of freeway access, tax increment financing, and major destination draws. If tax increment financing is applied to help offset infrastructure costs, resulting in a more desirable office environment, South Ogden could feasibly add 250 jobs to the immediate area (roughly 50,000 square feet of office). This will aid in alleviating some traffic concerns and will provide more in-city employment options for residents.



*Figure 1 – South Ogden residents & Place of Employment*

The Agency believes that given the vision laid out in the South Ogden City General Plan and the City's form-based zoning ordinances in place to support the General Plan, the Agency's goal of creating 100,000 sq. ft. of new commercial office and the creation of 300 new jobs within the Project Area are realistic, attainable goals. The 8.5 acre Benenson Capital property being the epicenter of this focus.

The Project Area was selected by the Agency due to the immediate opportunity to strengthen the City's economic base and housing stock by enabling desirable development within the Project Area. The Agency believes that opportunities exist within the Project Area to enable and/or accelerate development within the Project Area through the provision of incentives or infrastructure by the Agency or through the exercise of other Agency powers as provided for in the Act. The Agency will also seek participation from various taxing entities for support of potential projects in the Project Area.

## **10. Description of Physical, Social/Economic Conditions Existing in the Project Area**

The Project Area is generally developed land located in three distinct areas of the City. The Project Area encompasses some of the key commercial areas in South Ogden as well as significant areas of older residential development. Based on the analysis of the Project Area by the Agency, the Agency believes that the creation of this Project Area is necessary to enable or accelerate the development within the Project Area and that future desirable growth within the Project Area can be accelerated through the involvement of the Agency. As the Project Area contains generally developed areas, development of significant new projects is often hindered by existing conditions such as inadequate parcel sizes, multiple owners, and inadequate infrastructure.

More generally, CRAs encourage development in areas that are underutilized, blighted, or under economic stress and where the Project will have a positive impact on the physical environment, as well as the socioeconomic characteristics of the surrounding area. The creation of the Project Area will increase capital investment in the area, increase the available housing stock, encourage other development, and potentially offer new shopping and employment opportunities for South Ogden residents.

## **11. Tax Incentives Offered to Private Entities for Development within the Project Area**

The Agency may negotiate with the taxing entities in order to obtain a portion of the tax increment generated by new development within the Project Area. The amount of tax increment requested, if any, will depend on the specifics of proposed projects within the Project Area. The Agency expects that negotiations with the taxing entities will include discussions about the use of tax increment for particular purposes or projects based on the needs of the City and the surrounding areas. Actual development is dependent on many factors, including the overall economic climate and local demand; however, the Agency hopes to encourage and accelerate desirable development within the Project Area.

Any incentives and payments to participants will be on a post-performance basis and will be offered only according to the terms of a written Participation Agreement that adequately protects the Agency and the taxing entities by ensuring performance by the participant prior to the payment of any reimbursement or incentive from the Agency to the participant. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for the period of time the Agency and the taxing entities may deem appropriate under the circumstances. The Agency expects that most payments to developers or property owners pursuant to participation agreements will be for the purpose of reimbursing certain infrastructure costs already incurred in connection with the particular development.

## **12. Results of Analysis of Anticipated Public Benefits from the Development**

The Agency has not selected participants for projects within the Project Area; however, through discussions with various interested parties, the Agency can project near-term future development within the Project Area with acceptable accuracy.

The Agency projects that the Project Area could see approximately \$300 million in new investment in the next five years. Although this investment will not translate 1:1 into new taxable value, the impact of such significant development will be meaningful to the taxing entities. Based on the Agency's projections, the future development within the Project Area is expected to produce new property tax revenues over 20 years as follows:

Weber County (including assessing & collecting levys)	\$	6,331,151
Weber County School District	\$	12,394,531
South Ogden City	\$	5,477,125
Weber Basin Water Conservancy District	\$	310,370
Central Weber Sewer Improvement District	\$	1,231,338
Weber County Mosquito Abatement District	\$	204,885
Weber Area Dispatch 911 and Emergency Svcs Dist	\$	<u>484,827</u>
<b>TOTAL</b>	<b>\$</b>	<b>26,434,227</b>

In addition to the financial benefits to the taxing entities through the generation of new tax revenues, new development within the Project Area will bring various other benefits to the Project Area and the City as a whole. Development within the Project Area will bring new construction and other economic activity to the City during the construction process. This activity will benefit local businesses and suppliers. On a long-term basis, new development within the Project Area will enhance key commercial and residential areas in the City and will provide for efficient use of currently underutilized property within the City. The installation of new and upgraded public infrastructure will likely enable further development

### **13. Other Matters**

To the Agency's knowledge, there are no existing buildings or uses in the Project Area that are included in, or eligible for inclusion in, the National Register of Historic Places or the State Register. If such historic locations exist within the Project Area, the Agency will comply with the requirements of UCA § 17C-5-106 and other applicable laws.

The Project Area will not be subject to a Taxing Entity Committee; instead, the Agency may enter into interlocal agreements with the various taxing entities in order to obtain funding for project area development.

## **14. Exhibits**

**Exhibit A**

**Project Area Maps**

**Exhibit B**

**Zoning Maps**

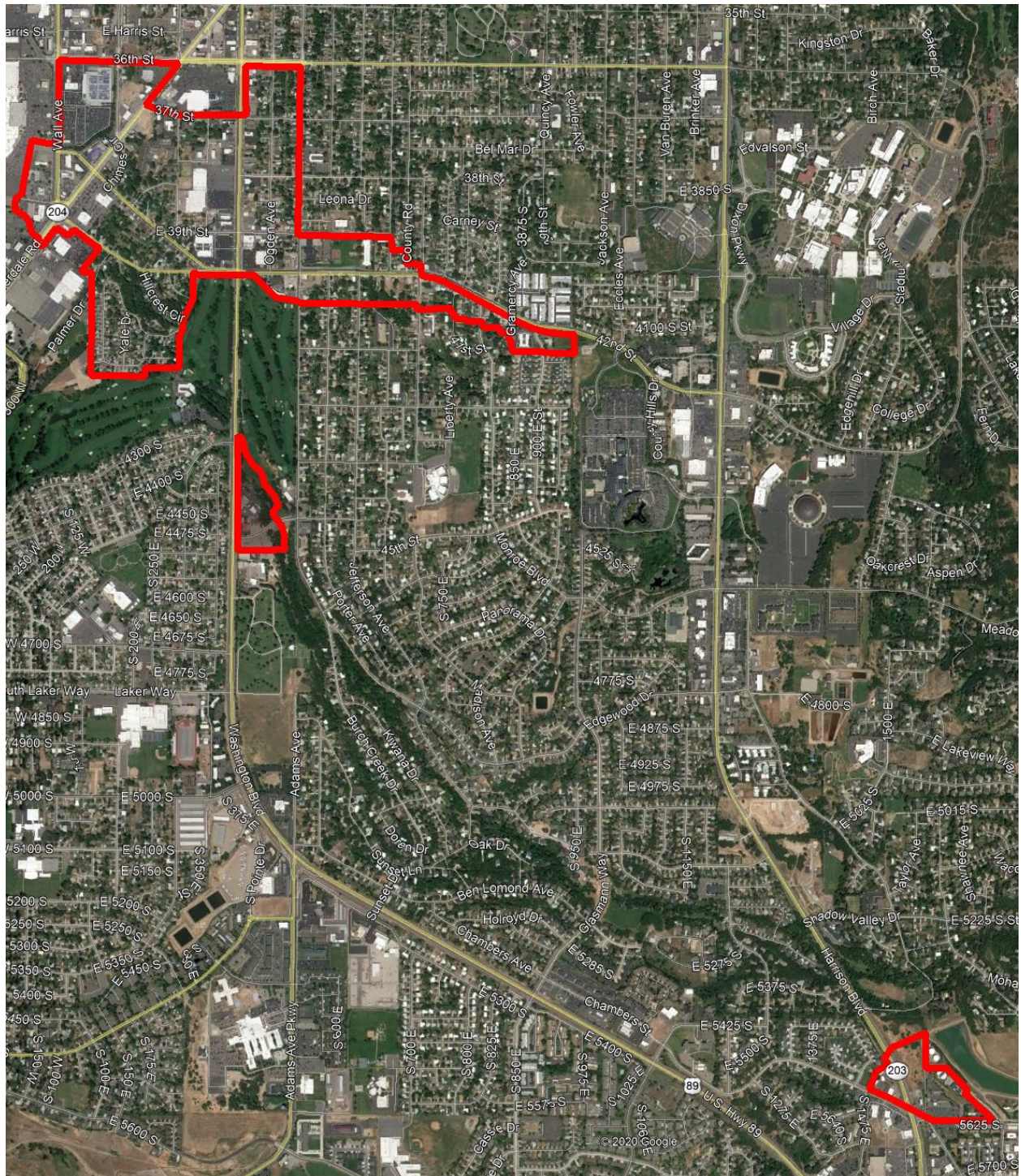
**Exhibit C**

**Principal Streets**

**Exhibit A**  
**Project Area Maps**



## Overview Map





## Detail Maps





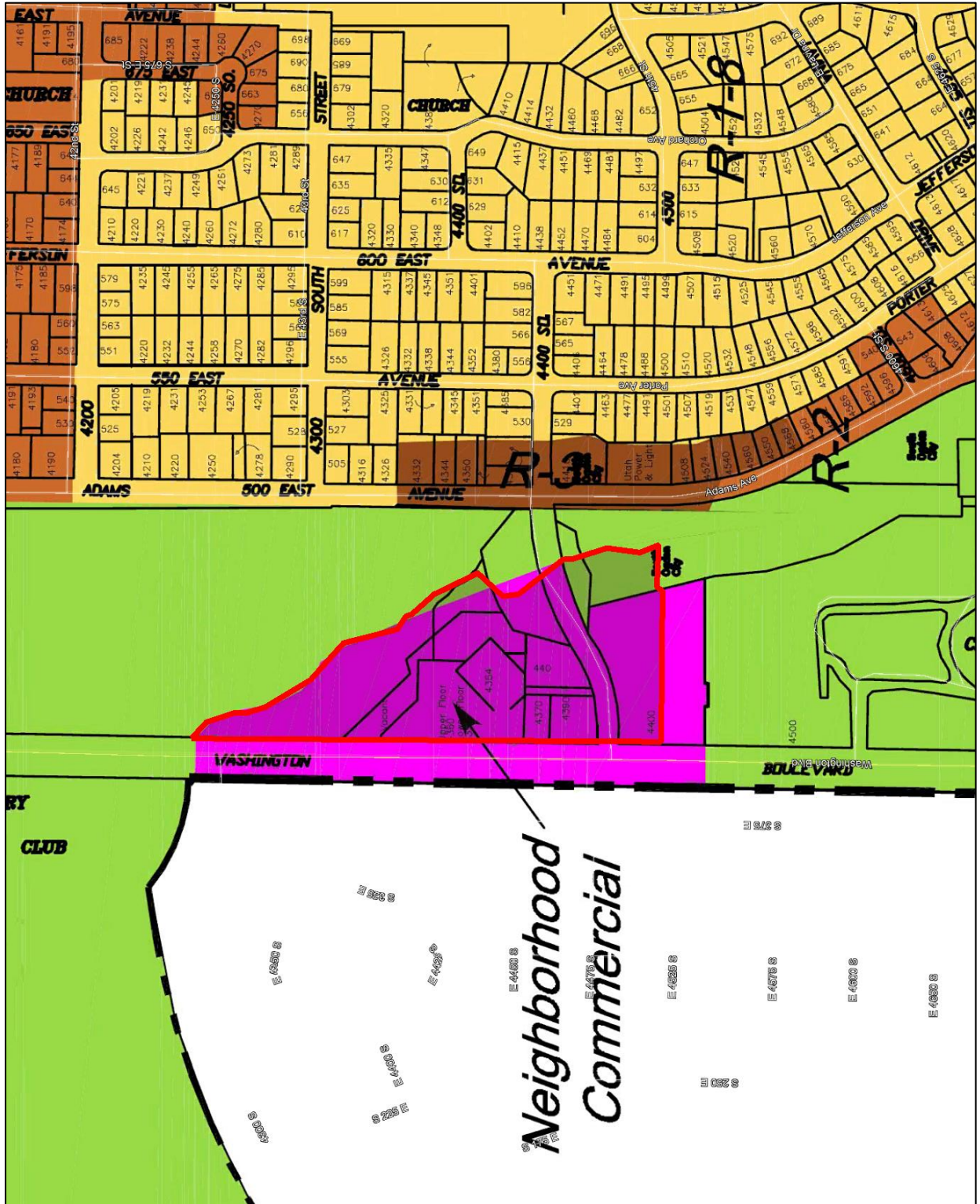




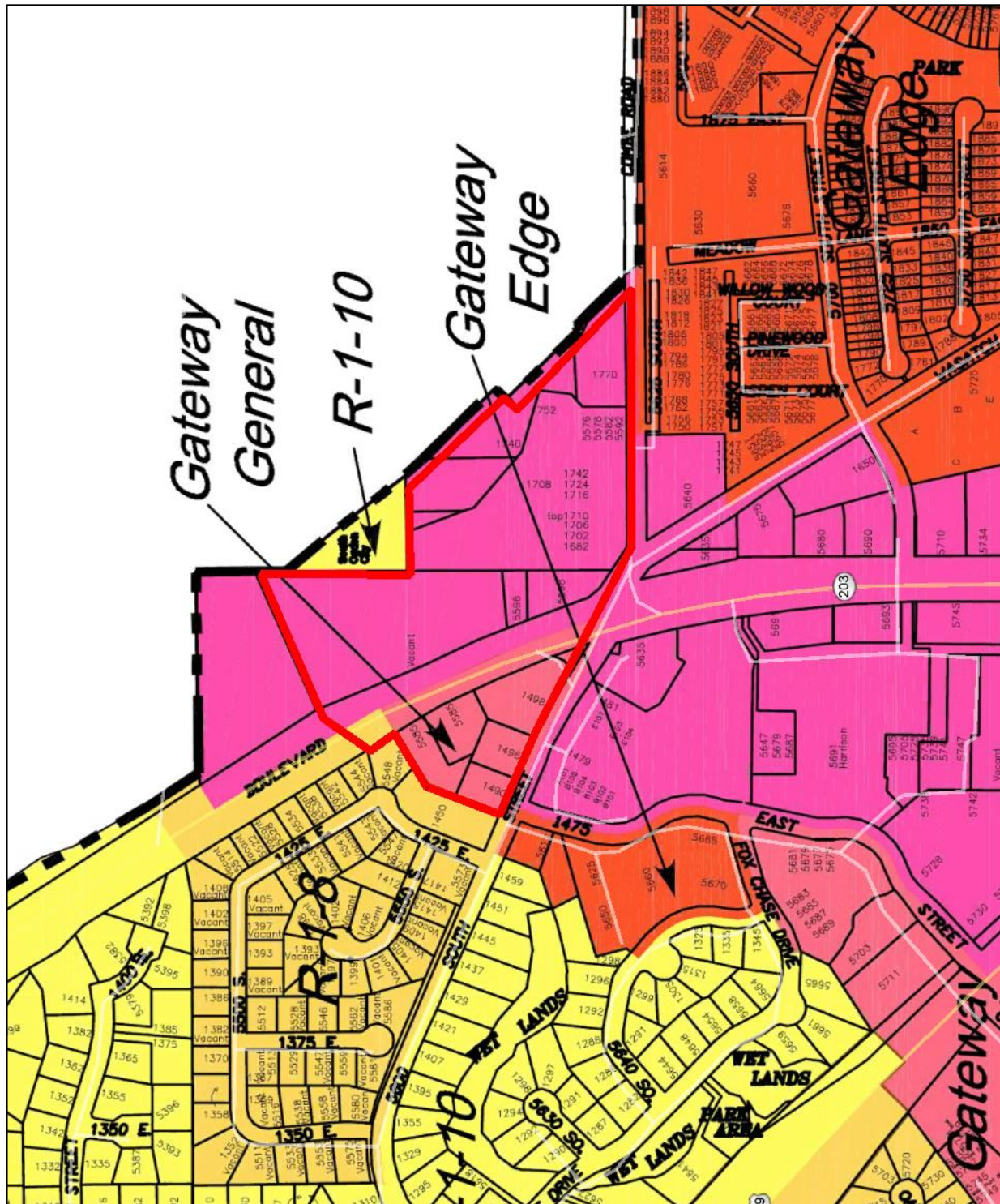




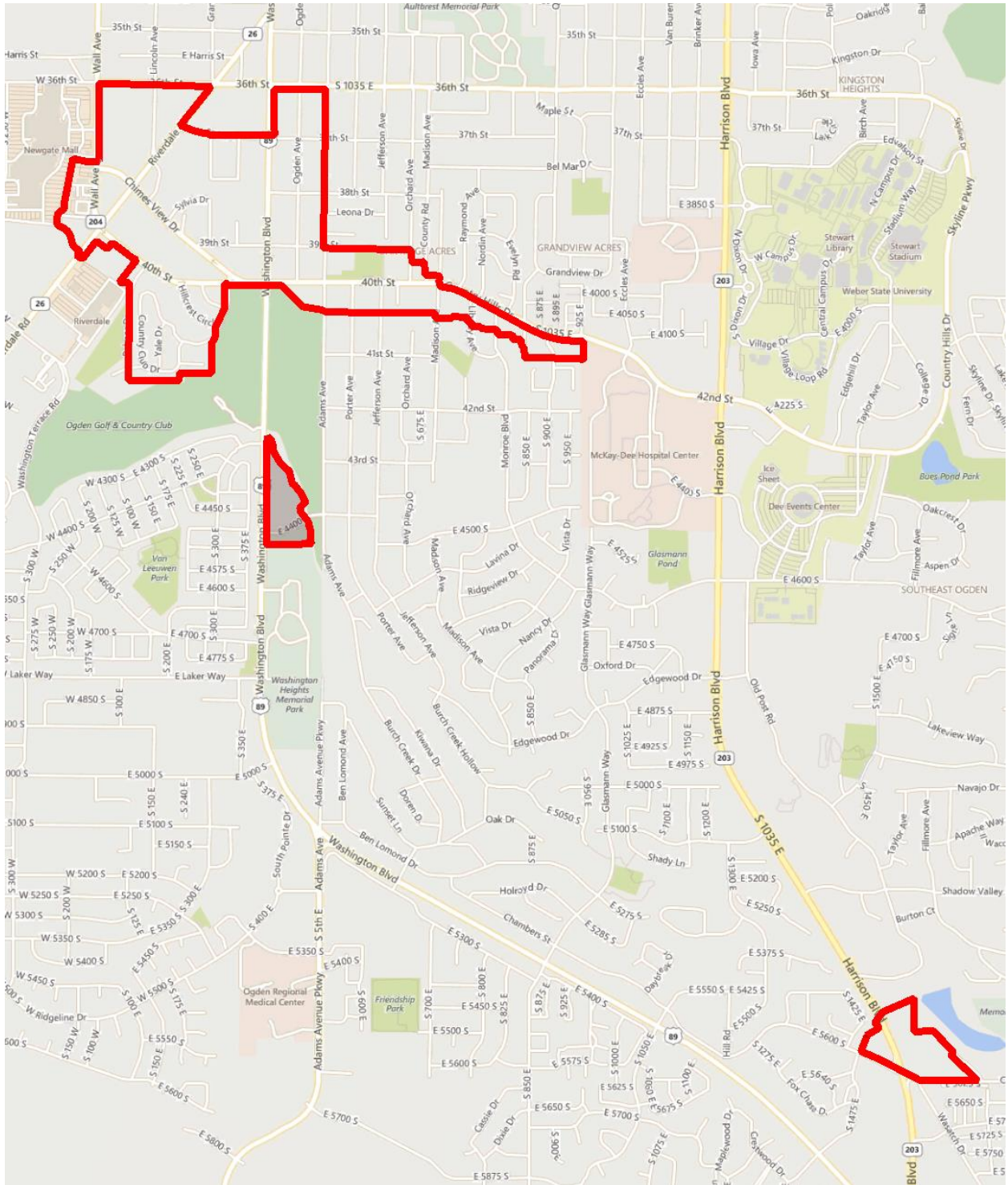






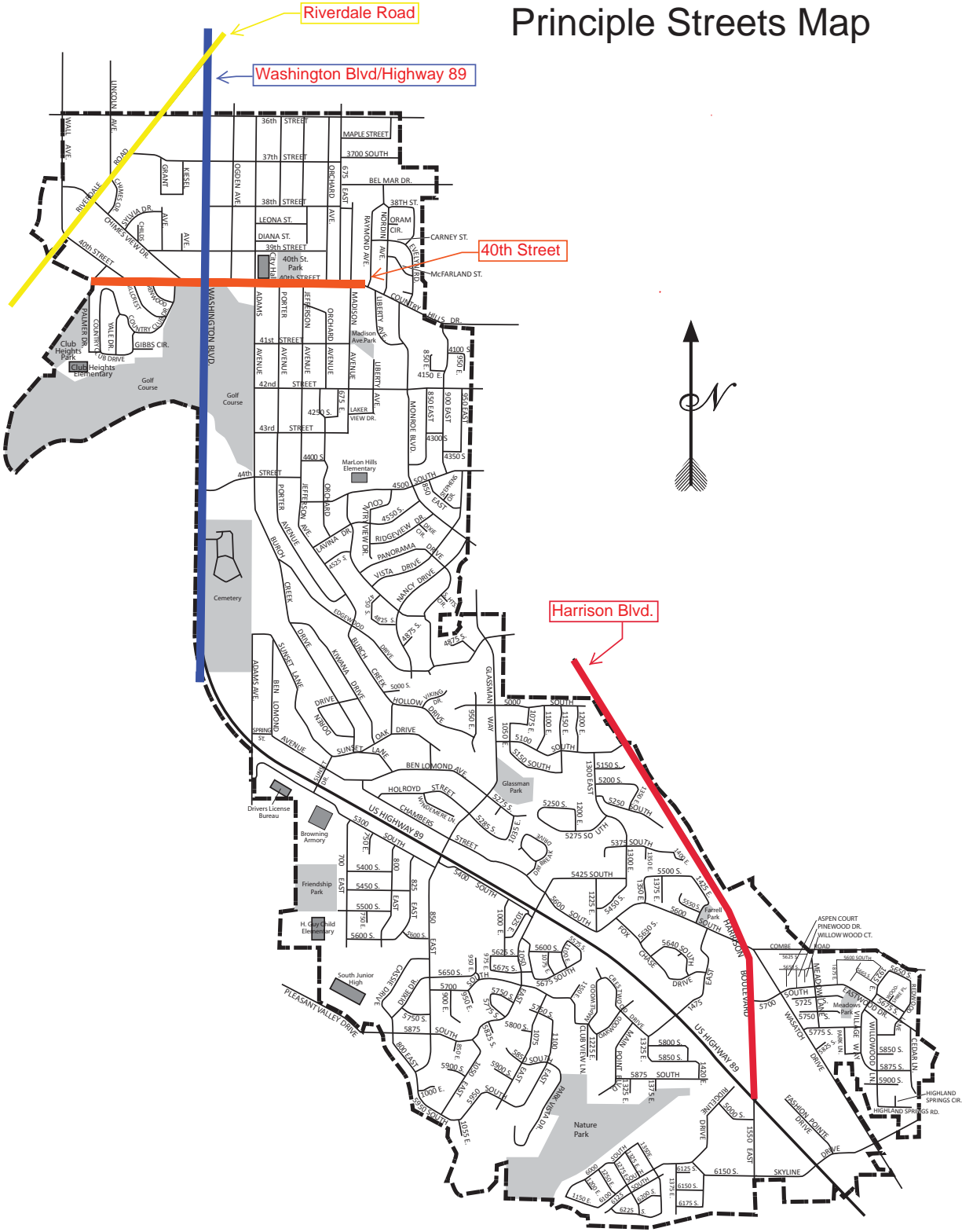


## Exhibit C Principle Streets





# Principle Streets Map



*South Ogden City*  
S T R E E T   M A P



Years in Project Area	20 (10, 15, 16, 17, 18, 19, 20)																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Incremental Value Calculation																				
Base Year Taxable Value	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031	\$185,799,031
Assessed Value	\$185,799,031	\$198,792,031	\$208,340,131	\$221,066,466	\$242,940,434	\$255,361,246	\$266,107,717	\$280,306,750	\$280,306,750	\$294,200,875	\$295,328,445	\$307,786,550	\$307,786,550	\$324,528,431	\$324,528,431	\$338,550,138	\$339,819,965	\$357,216,028	\$357,216,028	\$358,563,578
Incremental Value	\$0	\$12,993,000	\$22,541,100	\$35,267,435	\$57,141,403	\$69,562,215	\$80,308,686	\$94,507,719	\$94,507,719	\$108,401,844	\$109,529,414	\$121,987,519	\$121,987,519	\$138,729,400	\$138,729,400	\$152,751,107	\$154,020,934	\$171,416,997	\$171,416,997	\$172,764,548
Base Year Taxable Value Revenues																				
Full	Discounted																			
Weber County	\$10,605,409	\$8,266,472	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270	\$530,270
Multicounty Assessing and Collecting Levy	\$33,444	\$26,068	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672	\$1,672
County Assessing & Collecting Levy	\$958,723	\$747,284	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936	\$47,936
Weber County School District	\$22,704,642	\$17,697,317	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232	\$1,135,232
South Ogden City	\$10,033,148	\$7,820,418	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657	\$501,657
Weber Basin Water Conservancy District	\$568,545	\$443,157	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427	\$28,427
Central Weber Sewer Improvement District	\$2,255,600	\$1,758,146	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780	\$112,780
Weber County Mosquito Abatement District	\$375,314	\$292,542	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766	\$18,766
Weber Area Dispatch 911 and Emergency Services	\$888,119	\$692,252	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406	\$44,406
TOTAL	\$48,422,943	\$37,743,656	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147	\$2,421,147
Incremental Tax Revenues - 100%																				
Full	Discounted																			
Weber County	\$5,789,524	\$4,179,833	\$0	\$37,082	\$64,332	\$100,653	\$163,082	\$198,531	\$229,201	\$269,725	\$269,725	\$309,379	\$312,597	\$348,152	\$348,152	\$395,934	\$395,934	\$435,952	\$439,576	\$489,224
Multicounty Assessing and Collecting Levy	\$18,257	\$13,181	\$0	\$117	\$203	\$317	\$514	\$626	\$723	\$851	\$851	\$976	\$986	\$1,098	\$1,098	\$1,249	\$1,249	\$1,375	\$1,386	\$1,543
County Assessing & Collecting Levy	\$523,370	\$377,855	\$0	\$3,352	\$5,816	\$9,099	\$14,742	\$17,947	\$20,720	\$24,383	\$24,383	\$27,968	\$28,259	\$31,473	\$31,473	\$35,792	\$35,792	\$39,410	\$39,737	\$44,226
Weber County School District	\$12,394,532	\$8,948,416	\$0	\$79,387	\$137,726	\$215,484	\$349,134	\$425,025	\$490,686	\$577,442	\$577,442	\$662,335	\$669,225	\$745,344	\$745,344	\$847,637	\$847,637	\$933,309	\$941,068	\$1,047,358
South Ogden City	\$5,477,125	\$3,954,292	\$0	\$35,081	\$60,861	\$95,222	\$154,282	\$187,818	\$216,833	\$255,171	\$255,171	\$292,685	\$295,729	\$329,366	\$329,366	\$374,569	\$374,569	\$412,428	\$415,857	\$462,826
Weber Basin Water Conservancy District	\$310,370	\$224,077	\$0	\$1,988	\$3,449	\$5,396	\$8,743	\$10,643	\$12,287	\$14,460	\$14,460	\$16,585	\$16,758	\$18,664	\$18,664	\$21,226	\$21,226	\$23,371	\$23,565	\$26,227
Central Weber Sewer Improvement District	\$1,231,339	\$888,983	\$0	\$7,887	\$13,682	\$21,407	\$34,685	\$42,224	\$48,747	\$57,366	\$57,366	\$65,800	\$66,484	\$74,046	\$74,046	\$84,209	\$84,209	\$92,720	\$93,491	\$104,050
Weber County Mosquito Abatement District	\$204,885	\$147,920	\$0	\$1,312	\$2,277	\$3,562	\$5,771	\$7,026	\$8,111	\$9,545	\$9,545	\$10,949	\$11,062	\$12,321	\$12,321	\$14,012	\$14,012	\$15,428	\$15,556	\$17,313
Weber Area Dispatch 911 and Emergency Services	\$484,827	\$350,028	\$0	\$3,105	\$5,387	\$8,429	\$13,657	\$16,625	\$19,194	\$22,587	\$22,587	\$25,908	\$26,178	\$29,155	\$29,155	\$33,156	\$33,156	\$36,508	\$36,811	\$40,969
TOTAL	\$26,434,230	\$19,084,583	\$0	\$169,312	\$293,733	\$459,570	\$744,610	\$906,465	\$1,046,502	\$1,231,530	\$1,231,530	\$1,412,584	\$1,427,278	\$1,589,619	\$1,589,619	\$1,807,783	\$1,807,783	\$1,990,500	\$2,007,047	\$2,233,735
Contribution to RDA																				
Weber County	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Multicounty Assessing and Collecting Levy	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
County Assessing & Collecting Levy	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Weber County School District	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
South Ogden City	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Weber Basin Water Conservancy District	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Central Weber Sewer Improvement District	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Weber County Mosquito Abatement District	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Weber Area Dispatch 911 and Emergency Services	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Incremental Tax Revenues to Taxing Entities																				
Weber County	\$1,447,381	\$1,044,958	\$0	\$9,271	\$16,083	\$25,163	\$40,770	\$49,633	\$57,300	\$67,431	\$67,431	\$77,345	\$78,149	\$87,038	\$87,038	\$98,983	\$98,983	\$108,988	\$109,894	\$122,306
Multicounty Assessing and Collecting Levy	\$18,257	\$13,181	\$0	\$117	\$203	\$317	\$514	\$626	\$723	\$851	\$851	\$976	\$986	\$1,098	\$1,098	\$1,249	\$1,249	\$1,375	\$1,386	\$1,543
County Assessing & Collecting Levy	\$523,370	\$377,855	\$0	\$3,352	\$5,816	\$9,099	\$14,742	\$17,947	\$20,720	\$24,383	\$24,383	\$27,968	\$28,259	\$31,473	\$31,473	\$35,792	\$35,792	\$39,410	\$39,737	\$44,226
Weber County School District	\$12,394,532	\$8,948,416	\$0	\$79,387	\$137,726	\$215,484	\$349,134	\$425,025	\$490,686	\$577,442	\$577,442	\$662,335	\$669,225	\$745,344	\$745,344	\$847,637	\$847,637	\$933,309	\$941,068	\$1,047,358
South Ogden City	\$1,095,425	\$790,858	\$0	\$7,016	\$12,172	\$19,044	\$30,856	\$43,367	\$51,034	\$65,537	\$65,537	\$74,046	\$74,046	\$84,209	\$84,209	\$92,720	\$92,720	\$104,050	\$104,050	\$117,449
Weber Basin Water Conservancy District	\$310,370	\$224,077	\$0	\$1,988	\$3,449	\$5,396	\$8,743	\$10,643	\$12,287	\$14,460	\$14,460	\$16,585	\$16,758	\$18,664	\$18,664	\$21,226	\$21,226	\$23,371	\$23,565	\$26,227
Central Weber Sewer Improvement District	\$246,268	\$177,797	\$0	\$1,577	\$2,736	\$4,281	\$6,937	\$8,445	\$9,749	\$11,473	\$11,473	\$13,160	\$13,297	\$14,809	\$14,809	\$16,842	\$16,842	\$18,544	\$18,698	\$20,810
Weber County Mosquito Abatement District	\$204,885	\$147,920	\$0	\$1,312	\$2,277	\$3,562	\$5,771	\$7,026	\$8,111	\$9,545	\$9,545	\$10,949	\$11,062	\$12,321	\$12,321	\$14,012	\$14,012	\$15,428	\$15,556	\$17,313
Weber Area Dispatch 911 and Emergency Services	\$484,827	\$350,028	\$0	\$3,105	\$5,387	\$8,429	\$13,657	\$16,625	\$19,194	\$22,587	\$22,587	\$25,908	\$26,178	\$29,155	\$29,155	\$33,156	\$33,156	\$36,508	\$36,811	\$40,969
TOTAL	\$16,725,315	\$12,075,089	\$0	\$107,126	\$185,849	\$290,776	\$471,125	\$573,534	\$662,137	\$779,207	\$779,207	\$893,762	\$903,059	\$1,005,775	\$1,005,775	\$1,143,810	\$1,143,810	\$1,259,418	\$1,269,887	\$1,413,316
Tax Revenues to Agency																				
Weber County	\$4,342,143	\$3,134,875	\$0	\$27,812	\$48,249	\$75,490	\$122,311	\$148,898	\$171,901	\$202,294	\$202,294	\$232,034	\$234,448	\$261,114	\$261,114	\$296,950	\$296,950	\$326,964	\$329,682	\$366,918
Multicounty Assessing and Collecting Levy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
County Assessing & Collecting Levy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Weber County School District	\$0	\$0	\$0	\$0	\$0	\$0														

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

## **RESOLUTION NO. 20-06**

### **A RESOLUTION APPROVING INTERLOCAL AGREEMENTS FOR THE SOUTH OGDEN CITY CENTER COMMUNITY REINVESTMENT PROJECT AREA.**

**WHEREAS** pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “**Act**”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

**WHEREAS** the South Ogden City Redevelopment Agency (the “**Agency**”) and the entities that levy property taxes on the property within the Project Area (as defined below) are “public agencies” for purposes of the Act (the “**Taxing Entities**”); and

**WHEREAS** the Agency has adopted a Project Area Plan for the City Center Community Reinvestment Project Area (the “**Project Area**”); and

**WHEREAS** after careful analysis and consideration of relevant information, the Agency desires to enter into interlocal agreements with any or all of the Taxing Entities (each, an “**Interlocal Agreement**”) whereby a Taxing Entity consents to the Agency receiving for an extended period of time a portion of the tax increment produced by the Taxing Entity’s levy on real and personal property within the Project Area; and

**WHEREAS** Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

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

1. The Agency is hereby authorized to negotiate Interlocal Agreements with all Taxing Entities to allow for project area development within the Project Area.
2. Each Interlocal Agreement for the Project Area, substantially in the form attached hereto as **EXHIBIT A**, is approved and shall be executed by the Agency.
3. The Chair shall make such additions, changes, and emendations as the Chair deems necessary prior to the execution of each Interlocal Agreement.
4. Pursuant to Section 11-13-202.5 of the Act, each Interlocal Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the Agency for review and approval as to form and legality.

5. Pursuant to Section 11-13-209 of the Act and upon full execution of each Interlocal Agreement, a copy thereof shall be filed immediately with the keeper of records of the Agency.

6. Each Interlocal Agreement shall be effective on the date of publication of the notice required by Section 17C-5-205, Utah Code; such notice shall be published by the Agency on behalf of each Taxing Entity according to the terms of the Interlocal Agreement.

7. This Resolution shall take effect upon adoption.

**APPROVED AND ADOPTED** by the Governing Board of the South Ogden City Community Development and Renewal Agency on the 21<sup>st</sup> day of April, 2020.

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

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Russell L. Porter, Chair

ATTEST:

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Leesa Kapetanov, Secretary

**EXHIBIT A**

*Form of City Center CRA Interlocal Agreements*

**INTERLOCAL AGREEMENT by and between the SOUTH OGDEN CITY  
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and SOUTH OGDEN  
CITY for the CITY CENTER COMMUNITY REINVESTMENT PROJECT AREA**

**THIS INTERLOCAL AGREEMENT** is entered into as of this 17<sup>th</sup> day of March, 2020, by and between the **SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and **SOUTH OGDEN CITY**, a political subdivision of the State of Utah (the “**Taxing Entity**”). The Agency and the Taxing Entity shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

**A. WHEREAS** the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct project area development activities within South Ogden, Utah, as contemplated by the Act; and

**B. WHEREAS** the Agency created the City Center Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan for the Project Area (the “**Project Area Plan**”) on April 21, 2020, which is incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for project area development in the Project Area; and

**C. WHEREAS** the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Plan; and

**D. WHEREAS** the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(60) (hereinafter “**Tax Increment**”)) created in the Project Area to assist in the Agency project area development activities within the Project Area as contemplated in the Project Area Plan; and

**E. WHEREAS** UCA § 17C-5-204(3) authorizes the Taxing Entity to consent to the payment to the Agency of all or a portion of the Taxing Entity’s share of Tax Increment generated in the Project Area; and

**F. WHEREAS** UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

**G. WHEREAS** in order to facilitate development within the Project Area, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity’s share of Tax Increment

generated by development within the Project Area in accordance with the terms of this Agreement; and

**H. WHEREAS** the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the “**Cooperation Act**”).

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Taxing Entity's Consent.**

**a.** Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid eighty percent (80%) of the Taxing Entity’s share of the Tax Increment from the Project Area (the “**Taxing Entity’s Share**”) for up to twenty (20) consecutive years. The Agency may begin collecting increment, or “trigger” the collection of Tax Increment, upon written notice to the Taxing Entity and to Weber County. Regardless of the date for which the Agency begins collecting Tax Increment under this Agreement, the Agency shall not collect Tax Increment for any period beyond December 31, 2042. The date that the Agency begins collecting Tax Increment under this Agreement shall be on January 1 of the particular year. For the sake of illustration only, this subsection requires that the Agency begin collecting Tax Increment no later than January 1, 2023 in order to receive the full twenty years of Tax Increment contemplated by this Agreement.

**b.** The Taxing Entity’s Share shall be used for the purposes set forth in the Act as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity’s tax levy rate during the year for which Tax Increment is to be paid and (b) the base taxable value for purposes of calculating Tax Increment shall be the taxable value (as defined in § 17C-1-102(59) of the Act) of all taxable property within the Project Area last equalized prior to the date of this Agreement, which taxable value is subject to adjustment as required by law.

**c.** All centrally-assessed property existing within the Project Area as of the date of this Agreement, if any, shall be excluded from the calculation of Tax Increment under this Agreement. However, any new centrally assessed property constructed within the Project Area after the date of this Agreement shall be considered as new incremental value for purposes of calculating Tax Increment pursuant to this Agreement. Weber County is hereby authorized to make such calculations and estimates as may be reasonably necessary to accomplish such treatment as described in this subsection.

d. The Taxing Entity hereby authorizes and directs Weber County to pay directly to the Agency the Taxing Entity's Share in accordance with UCA § 17C-5-206 for the period described herein.

e. Of the amounts received by the Agency, the Agency may retain ten percent (10%) of the total Taxing Entity's Share each year to be used as described in UCA § 17C-5-307(3).

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to engage in project area development activities as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, reimbursements or incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. The Agency shall not retain more than five percent (5%) of the project area funds received pursuant to this Agreement for Agency overhead and administrative expenses.

3. **Return of Tax Increment to the Taxing Entity.** If the Agency, in its sole discretion, is unable to utilize the full amount of the Taxing Entity's Share for the uses authorized in Section 2, above, then the Agency shall return to the Taxing Entity that portion of that Taxing Entity's Share that the Agency is unable to utilize.

4. **Consent to Project Area Budget.** As contemplated by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget that will be adopted by the Agency for the Project Area in the future. The Taxing Entity may withdraw this consent by resolution of the governing body of the Taxing Entity and written notice to the Agency. Such consent shall be final and nonwithdrawable on the date that is thirty (30) days after the date on which the Agency files copies of the adopted Project Area Budget for the Project Area pursuant to Section 17C-5-305 the Act.

5. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

6. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the anticipated benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

7. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

e. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

f. The term of this Agreement shall commence on the publication of the notice described in Section 17C-5-205 of the Act and Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2050.

g. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.



8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

11. **Disputes.** In the event a dispute arises between the Parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the Parties, the Parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Weber County, Utah.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

16. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

17. **Counterparts and Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

18. **Incorporation of Exhibits.** Any exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

**ENTERED** into as of the day and year first above written.

*[Remainder of page intentionally left blank; signature pages to follow]*

**Agency:**

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

By: \_\_\_\_\_  
Russell L. Porter, Chair

***Attest:***

\_\_\_\_\_  
Leesa Kapetanov, Secretary

**Attorney Review for the Agency:**

The undersigned, as counsel for the Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
Adam S. Long

*[Signatures continue]*

*[ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT]*

**Taxing Entity:**

**SOUTH OGDEN CITY**

By: \_\_\_\_\_  
Russell L. Porter, Mayor

***Attest:***

\_\_\_\_\_  
Leesa Kapetanov, CMC, City Recorder

**Attorney Review for the Taxing Entity:**

The undersigned, as attorney for the Taxing Entity, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
Name: