



MEMORANDUM

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: **July 07, 2020 Council Meeting**

WORK SESSION

- ***Fiscal Year 2021 Budget*** – We will continue our discussion and work on the FY2021 Budget. Steve will review several updates he has made to the budget since our last meeting and allow for additional input/discussion by the council. If there are specific areas of the budget you would like discussed, please let Steve or I know so we can be prepared for the discussion. If we conclude budget discussion items early, we will move to having additional discussion on the regular agenda items.

PRESENTATION

- ***Recognition of fire fighter Mark Blamires*** – Mark recently completed the Paramedic Academy and was selected as valedictorian for the Paramedic Class of 2020. Chief West & Mayor Porter will take a few minutes to publically recognize Mark for this honor.

DISCUSSION/ACTION ITEMS

- ***Ordinance 20-18 – Amending Title 10 of the City Code.*** This item was a part of the city council's discussion items on the June 16 council meeting. This amendment makes several updates to the city's Form Based Code including: 1) adding a definition for "Short Term Lender," 2) removing Nursing Homes and Day Care Centers as conditional uses within the R-3 zone, 3) removing murals as permitted wall signs, 4) adding clarifying language that chickens and other farm animals are not allowed in any zone, and 5) reducing the number of required bike parking spaces for multi-family developments. This is a part of our on-going effort to be sure the Form Based Code continues to produce the results and projects the city envisioned with its adoption. The most the city can charge, based on the Parks Capital Facilities Plan and Impact Fee Analysis is \$1,882.54/ERU. Late last year (2019) the council voted to only charge 80 percent of the maximum resulting in a current Park Impact Fee of \$1,506. With several hundred residential units coming within the next couple of years, staff recommends increasing the Park Impact Fee to help with the council's desire to build and improve city parks.
- ***Ordinance 20-19 – Amending the Consolidated Fee Schedule.*** There are two general areas where amendments are being recommended. First, there are recommendations to increase various

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recreations fees. Second, staff recommends increasing the city's park impact fee in order to insure that new development helps pay a higher percentage of its impacts on the city's parks.

- ***Resolution 20-18 – Ratifying the approval of an Interlocal Agreement with Weber County for administration of the Coronavirus CARES Act Funds.*** This resolution ratifies the council's decision to partner with Weber County in administering the federal CARES Act business relief program. The agreement states that the city will send Weber County 90 percent of the city's federal CARES Act monies. The county agrees to take on the responsibility of accepting business grant applications, awarding grants to the businesses and complying with all federal requirements that are attached to the use of these funds. Ten percent of the funding can be used to reimburse the city for COVID-19 related expenses. Eligible businesses will be able to apply for grant funding up to \$35,000. South Ogden is one of thirteen cities in the county that has agreed to partner with Weber County on this program. Starting on July 6, we will start heavily marketing and promoting this program to our businesses. The county has asked that two representatives from the participating cities be selected to help vet all business applications and be a part of the process. The challenge is that the individuals selected must be available M-F from 8 a.m. to 5 p.m. for several weeks. If you are interested and able to serve please let me or Mayor Porter know and we will forward your name to the county for consideration. We received our first round of federal CARES Act funding last week and it totaled \$510,251.
- ***Resolution 20-19 – Approving a Lease Agreement with Bonneville High and/or Weber School District.*** The Bonneville FFA director has asked if the FFA students and faculty at Bonneville can use a portion of the city-owned property west (across the street) from the Nature Park Splash Pad to construct several grow boxes. This agreement allows them to do this and waives the city's liability for use of this property by the Bonneville High FFA.

DISCUSSION ITEMS

- ***Form Based Code items for review by the Planning Commission.*** During this agenda item the council and staff will be discussing things within the Form Based Code that the council would like the Planning Commission to review and make recommendations on. Over the past several months, some questions have been raised about certain requirements within the Form Based Code that the council may want the Planning Commission to review. The scope of this discussion will be to simply identify what things the council would like the Planning Commission to review in order to be sure the code is written in a way that still represents the council's vision for new development within the Form Based Code areas of the city. Some of the topics that have come up include: parking requirements, development of open space, definition of a story (inhabitable floor), the requirement for a step back above the third story, etc. Once a list of review items is compiled, these items will be taken to the Planning Commission to review and discuss with the intent that they will make recommendations for the council to consider during a future council meeting. Please come prepared with any areas of the Form Based Code that you would like to be sure is reviewed by the Planning Commission. The entire Form Based Code is too large to include in the packet. To see the Form Based Code you can go to the city's website under, Government, City Code, Title 10, Chapter

5 or you can click this link: https://www.sterlingcodifiers.com/codebook/index.php?book_id=424
and go to Title 10, Chapter 5.

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

TUESDAY, JULY 7, 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, July 7, 2020. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing and number of people allowed to gather at one time.

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 July 2, 2020

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

FY 2021 Working Budget Notes 7/07/2020

Accounts that have been moderately/significantly adjusted from the Tentative Budget:

- 10-31-100 – Property Tax Revenues
 - Based on maintaining the certified tax rate at .002700
- 10-31-105 – Prop 1 Tax Increment
- 10-31-200 – Property Tax Delinquent
- 10-31-300 – General Sales & Use Taxes
 - C/Y estimate - \$4,120,908 * 92%
- 10-32-100 – Business Licenses
- 10-33-600 – State/Local Grants
 - The City has received all of the major RAMP grant monies
- 10-33-900 – Class 'c' Road Allotment
- 10-36-900 – Miscellaneous Revenue
- 10-39-300 – Transfer in from Capital Projects Fund
 - This is \$2.5M plus \$750K previously transferred to CPF
- All the Charge for Services amounts have been recalculated off of current budget amounts
 - 10-39-400 – water
 - 10-39-410 – sewer
 - 10-39-420 – storm
 - 10-39-430 – garbage
 - 10-39-440 – ambulance
- 10-39-800 – Appropriated Fund Balance (general fund)
 - Significantly lower due to the transfer in from the CPF
 - Added in CARES Act monies to send to the county
- 10-49-260 – Workers Compensation
- 10-49-322 – Computer Contracts
- 10-49-430 – Sales Tax Admin Fee
- 10-51-266 – Elevator Maintenance
- 10-52-310 – Professional & Technical – Planning Dept
- 10-52-330 – General Plan Revision
 - In conjunction with WFRC grant
 - City's contribution of \$30K already paid
- 10-57-300 – Gas, Oil & Tires – Fire Dept
- 10-70-240 – Special Dept. Supplies – Parks
 - Fertilizer for Burch Creek Park
- 10-70-275 – Off Leash Dog Area – Parks
 - Bark of dog park

FY 2021 Working Budget Notes 7/07/2020 (Cont.)

- 10-70-549 – Construction Mgmt – Burch Creek
 - Remaining balance to Landmark Design
- 10-70-550 – Burch Creek Park Construction
 - Remaining balance to Hogan & Associates
- 10-71-250 – Gym Facility/Utilities/Operations – Recreation
- 10-71-750 – Capital Outlay – Recreation
 - Building add-on for Rec. Dept.
- 10-80-170 – Transfer Prop 1 to CPF
- 10-80-235 – Transfer to CPF – Class ‘c’
- 10-80-260 – CARES Act monies to be sent to the City – Restricted Fund Balance
- 10-80-330 – Transfer CDRA Sales Tax
 - Participation agreements for Young Subaru & Mazda
- 40-30-100 – CDBG for 37th Street Project
- 40-40-129 – change due to adjustments to Prop 1, Class ‘c’ & CDBG
- 40-30-800 & 40-40-480 – transferring the \$3.25M to the general fund

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
GENERAL FUND					
TAX REVENUE					
10-31-100	Property Tax Collections CY	3,025,255	3,060,295	2,825,914	3,329,520
10-31-105	Prop 1 Tax Increment	276,876	269,160	269,591	281,499
10-31-200	Property Tax - Delinquent	64,970	45,391	45,589	51,252
10-31-250	Motor Vehicle & Personal Prop.	214,753	208,867	181,172	203,064
10-31-300	General Sales and Use Taxes	3,703,764	3,960,763	3,442,164	3,791,236
10-31-400	Utility Franchise Fee	174,319	363,186	332,476	363,190
10-31-500	Franchise Tax	291,109	314,600	216,275	278,305
10-31-550	Municipal Energy Use Tax	845,729	867,112	806,272	864,390
Total TAX REVENUE:		8,596,776	9,089,374	8,119,454	9,162,456
LICENSES & PERMITS					
10-32-100	Business Licenses	127,562	95,673	136,633	145,873
10-32-160	Good Landlord Licenses	39,518	46,722	10,151	.00
10-32-200	Building Permits	68,552	97,520	122,474	111,000
10-32-300	Animal Licenses	10,788	11,330	8,233	9,631
10-32-325	Micro-Chipping Fees	600	1,251	1,560	1,500
10-32-350	Animal Adoptions	40,375	45,060	32,290	45,060
10-32-375	Animal Shelter Fees	3,378	10,103	6,298	10,103
Total LICENSES & PERMITS:		290,773	307,659	317,638	323,167
INTERGOVERNMENTAL REVENUE					
10-33-150	State Liquor Fund Allotment	20,094	20,496	20,514	21,000
10-33-600	State/Local Grants	421,160	1,298,320	1,325,747	205,186
10-33-900	Class "C" Road Fund Allotment	647,012	653,608	524,121	604,767
10-33-925	Resource Officer Contract	35,156	46,875	46,875	48,657
Total INTERGOVERNMENTAL REVENUE:		1,123,423	2,019,299	1,917,257	879,610
RECREATION & PLANNING FEES					
10-34-200	Baseball Revenue	16,690	22,115	306	6,635
10-34-250	Soccer	70-	4,984	2-	1,495
10-34-300	Spike/Kickball Fees	5	.00	334	.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	1,021	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	45,207	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	5,809	5,000
10-34-850	Bowery Rental	3,250	5,562	1,400	1,000
10-34-875	Sex Offender Registration Fee	450	515	525	450
10-34-900	Public Safety Reports	23,017	17,496	17,550	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	146,460	97,102
FINES & FORFEITURES					
10-35-200	Fines- Regular	633,673	630,496	499,433	390,248
10-35-300	Alarm Fines/Permits	5,560	6,283	6,600	6,283
Total FINES & FORFEITURES:		639,233	636,779	506,033	396,531
MISCELLANEOUS REVENUE					
10-36-100	Interest	147,813	134,490	134,486	113,508
10-36-105	Cash Over/Short	16	.00	54-	.00
10-36-400	Sales of Fixed Assets	358,518	136,419	222,229	.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	5,641	6,431	.00
10-36-700	Contractual Agreement Reven	124,601	295,214	286,965	150,657
10-36-900	Misc. Revenue	69,961	28,331	40,384	11,000
10-36-950	Traffic School	200	258	125	200
Total MISCELLANEOUS REVENUE:		736,940	600,353	690,606	275,365
CHARGE FOR SERVICE & TRANSFERS					
10-39-100	Bond Financing Proceeds	.00	4,300,000	4,300,000	.00
10-39-150	Lease Financing	1,520,642	576,927	565,511	.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	3,250,000
10-39-350	Charge for Service - CDRA	4,297	5,300	4,851	5,502
10-39-400	Charge for Service - Water Fnd	237,084	244,457	224,081	247,070
10-39-410	Charge for Service - Sewer Fnd	256,308	248,852	228,107	283,644
10-39-420	Charge for Svc - Storm Drn Fnd	144,396	137,981	126,478	161,458
10-39-430	Charge for Service - Grbge Fnd	117,996	120,712	110,649	100,092
10-39-440	Charge for Service - Amb Fnd	65,472	57,531	52,734	64,796
10-39-700	Appropriated Fund Bal-Class C	.00	50,000	.00	50,000
10-39-800	Appropriated Fund Balance	.00	1,127,531	.00	2,122,825
Total CHARGE FOR SERVICE & TRANSFERS:		2,419,336	7,696,088	5,612,411	6,365,257
Total Revenue:		14,008,534	20,544,001	17,309,859	17,499,488
COUNCIL					
10-41-110	Salaries and Wages	121,110	123,657	122,422	130,645
10-41-130	Employee Benefits	25,461	24,901	28,020	26,538
10-41-210	Books, Subscrip. & Memberships	10,323	10,500	11,610	11,000
10-41-230	Travel & Training	8,004	6,500	1,616	6,500
10-41-240	Supplies	668	500	1,084	500
10-41-700	Small Equipment	.00	2,500	1,737	750
10-41-750	Capital Outlay	.00	9,132	9,132	.00
Total COUNCIL:		165,565	177,690	175,621	175,933
LEGAL DEPARTMENT					
10-42-110	Salaries and Wages	64,752	74,044	68,440	80,232
10-42-130	Employee Benefits	16,078	18,528	18,180	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	900	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	92,786	104,096
Court Department					
10-43-110	Salaries & Wages	141,404	154,970	147,805	179,877
10-43-130	Employee Benefits	55,517	60,809	45,643	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	1,112	2,000
10-43-275	State Surcharge	143,252	150,000	115,212	98,967
10-43-280	Telephone	275	300	200	300
10-43-300	Public Defender Fees	19,000	15,000	12,900	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	12,334	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	351,340	382,937
ADMINISTRATION					
10-44-110	Salaries and Wages	535,393	563,951	558,176	611,337
10-44-130	Employee Benefits	212,213	228,059	227,458	232,924
10-44-210	Books, Subscriptions & Member	4,991	4,000	5,704	4,000
10-44-230	Travel & Training	15,715	18,500	9,039	18,500
10-44-240	Office Supplies & Miscell	5,467	7,500	4,704	6,500
10-44-247	Car Allowance	6,804	6,804	6,804	6,804
10-44-248	Vehicle Maintenance	90	500	430	500
10-44-280	Telephone	4,902	4,980	4,955	4,980
10-44-300	Gas, Oil & Tires	385	750	482	750
10-44-310	Professional & Technical	9,775	16,900	8,578	13,500
10-44-329	Computer Repairs	.00	250	656	250
10-44-600	Service Charges	39,911	41,000	38,223	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	871,879	945,545
NON-DEPARTMENTAL					
10-49-130	Retirement Benefits	15,727	28,778	41,075	33,479
10-49-220	Public Notices	4,985	5,000	5,231	5,000
10-49-250	Unemployment	345	2,000	100	2,000
10-49-255	Ogden Weber Chamber Fees	3,000	3,000	3,000	3,000
10-49-260	Workers Compensation	124,951	130,220	117,233	73,500
10-49-290	City Postage	48,500	54,500	47,500	54,500
10-49-291	Newsletter Printing	7,285	9,750	7,625	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	30,000
10-49-321	I/T Supplies	3,241	3,000	2,436	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	69,500	69,616	69,500
10-49-323	City-wide Telephone	5,857	5,700	5,902	5,700
10-49-324	City-wide Internet	6,525	6,360	6,102	6,360
10-49-329	Server Repairs	5,209	8,000	7,934	5,000
10-49-400	Unreserved	15,000	31,587	.00	25,000
10-49-430	Sales Tax Admin Fee	.00	26,500	22,426	26,826
10-49-450	Homeless Shelter State Fee	.00	31,000	26,523	31,905
10-49-500	City Safety/Wellness Program	7,267	12,000	5,400	12,000
10-49-510	Insurance	172,013	199,500	164,632	185,000
10-49-515	City Donations	4,100	4,100	500	4,100
10-49-520	Employee Assistance Plan	3,600	3,600	3,300	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	7,175	10,000
10-49-598	OFFH	4,261	4,200	4,426	4,200
10-49-599	Easter Egg Hunt	2,692	3,000	18	3,000
10-49-600	Community Programs	7,567	4,000	4,570	4,000
10-49-601	Community Brand	325	.00	.00	.00
10-49-605	Continuing Education	2,017	7,000	3,421	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	577	2,000
10-49-750	Capital Outlay	63,192	26,000	22,673	.00
Total NON-DEPARTMENTAL:		644,589	757,495	608,704	644,470
ELECTIONS					
10-50-240	Supplies	.00	22,000	21,044	.00
Total ELECTIONS:		.00	22,000	21,044	.00
BUILDING AND GROUNDS					
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	7,307	8,000
10-51-264	Station #82 Maintenance	4,670	7,500	7,293	2,000
10-51-265	Cleaning Contract	21,094	27,000	18,111	27,000
10-51-266	Elevator Maintenance	7,868	6,200	6,059	11,750
10-51-270	New City Hall Maintenance	28,462	60,900	27,589	30,000
10-51-275	New City Hall Utilities	107,497	73,000	66,440	115,331
10-51-280	Old City Building Repairs	459	.00	.00	.00
10-51-750	Capital Outlay	60,081	60,081	60,081	60,081
Total BUILDING AND GROUNDS:		251,157	242,681	194,233	254,162
PLANNING & ZONING					
10-52-120	Commission Allowance	5,900	6,300	5,350	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	80,000	74,938	75,000
10-52-330	General Plan Revision	.00	80,000	12,031	38,040
Total PLANNING & ZONING:		92,337	172,050	92,358	125,090
POLICE SERVICES					
10-55-110	Full time wages - Police	1,523,268	1,590,073	1,600,268	1,705,314

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-55-111	Part time wages - Police	31,813	33,546	33,571	37,281
10-55-112	Overtime wages - Police	30,313	62,593	51,427	37,310
10-55-114	Bailiff Wages	1,415	.00	.00	.00
10-55-115	Animal Control Wages	51,007	55,341	49,488	49,242
10-55-116	Crossing Guards	14,043	21,869	14,751	22,700
10-55-130	Benefits - DPS	1,005,383	1,120,199	1,080,948	1,115,804
10-55-131	WTC - A/C Contract	53,057	56,322	62,946	66,084
10-55-132	Liquor Funds Expenditures	38,728	34,320	27,594	22,587
10-55-150	Death Benefit Ins. - Police	2,425	2,395	321	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	14,627	15,500
10-55-240	Office Supplies - Police	4,062	6,000	4,640	6,000
10-55-245	Clothing Contract - Police	19,921	20,000	12,458	20,000
10-55-246	Special Dept Supplies - Police	10,199	14,000	10,939	14,000
10-55-247	Animal Control Costs	46,024	42,454	39,973	18,707
10-55-248	Vehicle Maintenance - Police	16,764	23,355	12,306	19,000
10-55-250	Equipment Maintenance - Police	56	2,000	39	2,000
10-55-280	Telephone/Internet - Police	22,315	22,500	19,602	22,500
10-55-300	Gas, Oil & Tires - Police	61,656	54,000	49,566	54,000
10-55-310	Professional & Tech - Police	13,215	23,727	20,919	23,727
10-55-323	MDT/Radio Repairs	.00	2,500	2,219	2,500
10-55-329	Computer Repairs - Police	2,089	1,400	863	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	1,521	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	105,917	42,000
10-55-700	Small Equipment - Police	31,213	54,826	44,625	7,000
10-55-750	Capital Outlay - Police	354,443	225,183	225,193	.00
Total POLICE SERVICES:		3,446,119	3,651,997	3,546,760	3,368,145
FIRE PROTECTION					
10-57-110	Salaries & Wages	917,772	1,075,325	1,033,203	1,141,944
10-57-111	Part Time Wages	151,746	180,667	127,984	187,533
10-57-112	Overtime	189,711	200,750	214,496	98,228
10-57-130	Employee Benefits	396,263	528,178	564,983	535,893
10-57-210	Memberships, Books & Subscrip	1,529	3,410	3,410	2,450
10-57-230	Travel & Training	10,726	9,000	6,737	9,000
10-57-240	Office Supplies & Expense	1,588	3,035	3,121	2,000
10-57-245	Clothing Contract	14,966	25,000	23,522	23,000
10-57-246	Special Department Supplies	7,076	15,450	9,628	16,250
10-57-250	Vehicle Maintenance	20,068	12,942	14,259	23,000
10-57-255	Other Equipment Maintenance	8,162	10,000	8,242	10,000
10-57-280	Telephone/Internet	8,158	10,089	10,662	9,289
10-57-300	Gas, Oil & Tires	16,385	18,500	18,828	12,000
10-57-310	Professional & Technical	16,908	68,203	67,343	68,203
10-57-329	Computer Repairs	33	.00	.00	.00
10-57-330	Fire Prevention/ Community Edu	1,021	1,500	1,496	1,500
10-57-400	Emergency Management Planning	6,534	6,000	4,748	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	31,695	136,883
10-57-700	Small Equipment	16,298	4,262	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	2,396,535	2,194,794	2,304,143
INSPECTION SERVICES					
10-58-110	Salaries and Wages	75,212	75,546	91,490	77,293
10-58-130	Employee Benefits	31,100	29,694	29,518	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	1,051	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	13,683	22,650
10-58-650	Lease Payments	.00	5,000	3,334	6,000
10-58-700	Small Equipment	.00	1,563	1,563	.00
10-58-750	CAPITAL OUTLAY	.00	4,480	3,224	.00
Total INSPECTION SERVICES:		122,122	147,683	146,860	144,137
STREETS					
10-60-110	Salaries and Wages	215,879	228,447	202,628	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	90,239	106,847
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	171	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	19,271	25,000
10-60-260	Building & Grounds Maintenance	9,782	10,000	4,527	10,000
10-60-270	Utilities	44,439	50,000	43,844	50,000
10-60-280	Telephone	1,923	3,500	2,495	3,500
10-60-300	Gas, Oil & Tires	27,016	20,000	19,735	20,000
10-60-310	Professional	9,215	26,526	21,486	15,800
10-60-329	Computer Repairs	42	500	.00	500
10-60-400	Class C Maintenance	86,709	100,000	83,271	100,000
10-60-480	Special Department Supplies	21,455	22,000	20,233	22,000
10-60-600	Siemens Streetlight Lease	41,595	43,015	43,015	44,492
10-60-649	Lease Interest/Taxes	86	14,477	14,477	.00
10-60-650	Lease Payments	10,504	218,847	214,847	18,000
10-60-700	Small Equipment	1,327	7,000	1,965	7,000
10-60-725	Sidewalk Replacements	68,486	256,576	225,852	50,000
10-60-730	Street Light Maintenance	16,428	21,000	13,525	15,500
10-60-750	Capital Outlay	885,424	125,595	125,593	.00
Total STREETS:		1,568,592	1,305,848	1,154,817	745,830
PARKS					
10-70-110	Salaries and Wages	206,580	219,274	224,317	245,987
10-70-112	Overtime	4,646	5,000	4,039	5,000
10-70-120	Temporary - Parks	5,549	20,600	690	6,415
10-70-130	Employee Benefits	160,997	185,535	179,479	173,317
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	30,772	41,500

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	5,000
10-70-248	Vehicle Maintenance	7,441	12,000	8,255	12,000
10-70-260	Building Maintenance	2,307	14,300	6,932	5,000
10-70-270	Utilities	45,027	46,000	11,337	47,039
10-70-275	Off Leash Dog Area	114,205	.00	.00	3,500
10-70-280	Telephone/Internet	3,942	6,000	3,810	6,000
10-70-300	Gas, Oil & Tires	9,307	7,000	11,427	7,000
10-70-310	Professional & Technical	9,184	21,040	10,303	11,000
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	30,014	34,667
10-70-550	Burch Creek Park Constr	347,226	5,704,943	2,477,238	3,238,262
10-70-551	Parks Projects - Other	.00	150,000	45,590	163,755
10-70-552	Construction Mgmt - Club Heights	.00	.00	.00	24,970
10-70-553	Club Heights Park Constr	.00	.00	.00	682,902
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	7,758	3,478	5,000
10-70-750	Capital Outlay- Parks	369,196	234,000	222,792	.00
Total PARKS:		1,377,551	6,821,616	3,397,759	4,780,460
RECREATION					
10-71-110	Salaries & Wages	50,033	52,960	58,921	58,421
10-71-125	Temporary - Recreation	72,505	75,819	58,859	23,610
10-71-130	Employee Benefits	38,515	41,961	43,491	37,269
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	5,158	3,000
10-71-242	Special Dept. Supplies	23,978	30,000	29,389	9,000
10-71-248	Vehicle Maintenance	13	1,000	142	1,000
10-71-250	Gym Facility Utilities/Operations	6,599	8,000	5,674	6,400
10-71-280	Telephone/Internet	3,439	3,500	1,658	3,500
10-71-300	Gas, Oil & Tires	.00	1,000	.00	1,000
10-71-310	Professional & Technical	9,286	9,000	7,094	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	22,723	192,000
Total RECREATION:		251,750	427,140	247,833	362,000
TRANSFERS					
10-80-160	Reserve for Fund Balance	.00	829,429	.00	506,362
10-80-170	Transfer Prop 1 to CPF	276,876	269,160	246,730	281,499
10-80-190	Trans Utility F/F to CPF	.00	181,593	166,460	181,595
10-80-230	Trans to Capital Improv Fund	847,058	2,500,000	.00	.00
10-80-235	Trans to CPF - Class 'C'	331,104	310,707	284,812	262,576
10-80-240	Transfer Class 'c' to Debt Ser	242,508	242,901	222,651	242,191
10-80-250	Transfer to Debt Service Fund	839,988	942,623	762,443	1,041,207
10-80-251	Transfer to Ambulance Fund	.00	24,890	.00	24,890

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
10-80-260	CARES to Weber County	.00	.00	.00	459,226
10-80-275	Trnfr to South Ogden Days Fund	52,004	50,000	45,837	50,000
10-80-330	Transfer CDRA Sales Tax	.00	122,000	112,969	112,994
Total TRANSFERS:		2,589,538	5,473,303	1,841,902	3,162,540
Total Expenditure:		14,655,777	23,044,001	14,938,689	17,499,488
GENERAL FUND Revenue Total:		14,008,534	20,544,001	17,309,859	17,499,488
GENERAL FUND Expenditure Total:		14,655,777	23,044,001	14,938,689	17,499,488
Net Total GENERAL FUND:		647,243-	2,500,000-	2,371,170	.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
South Ogden Days Fund					
Revenue					
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	45,837	50,000
Total Revenue:		106,649	121,100	45,837	50,000
Total Revenue:		106,649	121,100	45,837	50,000
Expenditures					
12-40-112	S/O Days Overtime	11,076	12,000	.00	.00
12-40-300	Entertainment	13,860	18,000	1,227	.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	753	50,000
Total Expenditures:		102,249	121,100	1,980	50,000
Total Expenditure:		102,249	121,100	1,980	50,000
South Ogden Days Fund Revenue Total:		106,649	121,100	45,837	50,000
South Ogden Days Fund Expenditure Total:		102,249	121,100	1,980	50,000
Net Total South Ogden Days Fund:		4,400	.00	43,857	.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
DEBT SERVICE FUND					
REVENUE					
31-30-150	Transfer in from Class 'c'	242,508	242,901	222,651	242,191
31-30-300	Transfer From General Fund	839,988	942,623	762,443	1,041,207
31-30-400	Proceeds from Bond Premium	.00	1,175,039	1,175,040	.00
31-30-410	Bond Proceeds	.00	5,200,000	5,200,000	.00
31-30-455	Interest Earned - Trustee Acct	8,061	2,999	3,118	.00
31-30-800	Appropriated Fund Balance	.00	270,515	.00	1,500
Total REVENUE:		1,090,557	7,834,077	7,363,252	1,284,898
Total Revenue:		1,090,557	7,834,077	7,363,252	1,284,898
EXPENDITURES					
31-40-100	Administrative & Professional	4,500	4,500	1,500	3,000
31-40-150	Bond Payment - Principal	862,000	7,412,233	7,412,232	896,000
31-40-200	Interest on Bond	218,991	417,344	417,343	385,898
Total EXPENDITURES:		1,085,491	7,834,077	7,831,076	1,284,898
Total Expenditure:		1,085,491	7,834,077	7,831,076	1,284,898
DEBT SERVICE FUND Revenue Total:		1,090,557	7,834,077	7,363,252	1,284,898
DEBT SERVICE FUND Expenditure Total:		1,085,491	7,834,077	7,831,076	1,284,898
Net Total DEBT SERVICE FUND:		5,067	.00	467,823-	.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
CAPITAL IMPROVEMENTS					
REVENUE					
40-30-100	WACOG/CDBG Grants	.00	.00	.00	204,600
40-30-110	Traffic Impact Fees	44,132	17,000	25,192	15,000
40-30-120	Park Impact Fees	28,873	17,000	68,361	40,000
40-30-200	Interest	10,754	3,000	26,322	8,000
40-30-205	Interest Earned - Traffic I/F	2,064	300	389	500
40-30-210	Interest Earned - Park I/Fees	5,384	300	1,384	2,000
40-30-300	Transfer In G/F - Prop 1	276,876	269,160	246,730	281,499
40-30-400	Transfer In From General Fund	847,058	2,500,000	.00	.00
40-30-450	Trans From G/F- Class 'C' Rev	331,104	310,707	284,812	262,576
40-30-500	Transfer in Util F/F - G/F	.00	181,593	166,460	181,595
40-30-600	Transfer in RIF	508,125	557,132	506,916	537,132
40-30-800	Appropriate Fund Balance	.00	750,000	.00	3,250,000
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	5,694,593	1,326,567	4,782,902
Total Revenue:		2,346,542	5,694,593	1,326,567	4,782,902
EXPENDITURES					
40-40-126	Nature Park - Phase III	308,136	.00	.00	.00
40-40-128	2019/2020 Road/sidewalk proj	.00	2,409,993	1,180,633	.00
40-40-129	2020/2021 Road/Sidewalk Proj.	.00	.00	.00	1,467,402
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	3,250,000
40-40-550	Park Impact Fee Projects	19,598	17,300	.00	42,000
40-40-700	Traffic Impact Fee Projects	.00	17,300	19,765	15,500
40-40-850	Transfer to Retained Earnings	.00	.00	.00	8,000
Total EXPENDITURES:		1,160,707	3,194,593	1,200,398	4,782,902
Total Expenditure:		1,160,707	3,194,593	1,200,398	4,782,902
CAPITAL IMPROVEMENTS Revenue Total:		2,346,542	5,694,593	1,326,567	4,782,902
CAPITAL IMPROVEMENTS Expenditure Total:		1,160,707	3,194,593	1,200,398	4,782,902
Net Total CAPITAL IMPROVEMENTS:		1,185,834	2,500,000	126,168	.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
WATER FUND					
REVENUE					
51-30-100	Interest	60,979	29,375	49,062	29,375
51-30-105	Interest Earned I/Fees	3,014	1,000	1,969	1,000
51-30-150	Hydrant Rentals	200-	400	700	400
51-30-200	Water Sales	1,794,818	1,863,393	1,642,319	1,863,393
51-30-210	Connection Fees Water	550	1,500	5,950	1,200
51-30-220	Water Impact Fees	1,752	8,000	20,206	7,700
51-30-225	Late Fees	28,178	31,000	22,978	28,000
51-30-700	Contract Services	.00	3,000	.00	.00
51-30-800	Lease Financing	.00	97,000	80,607	.00
51-30-875	Transfer in from Storm Drain	.00	8,521	.00	8,521
51-30-890	Appropriation of Fund Balance	.00	641,645	.00	814,875
51-30-925	Misc. Revenue	5,491	80,533	1,479	79,641
Total REVENUE:		1,894,582	2,765,367	1,825,270	2,834,105
Total Revenue:		1,894,582	2,765,367	1,825,270	2,834,105
EXPENDITURES					
51-40-110	Salaries and Wages	207,228	222,087	227,491	249,646
51-40-112	Overtime	7,755	12,000	13,711	12,000
51-40-130	Employee Benefits	19,407-	92,874	101,622	97,795
51-40-140	Franchise Fee	52,697	111,803	98,526	111,804
51-40-210	Books, Subscript. & Membership	2,852	4,500	954	3,000
51-40-230	Travel & Training	5,772	8,000	5,804	8,000
51-40-240	Office Supplies	1,450	2,500	1,362	2,500
51-40-245	Clothing/Uniform/Equip. Allow.	2,618	4,800	2,123	4,800
51-40-248	Vehicle Maintenance	8,699	10,000	5,017	10,000
51-40-260	Gain/Loss on F/A sale	40,000-	.00	.00	.00
51-40-280	Telephone	3,387	6,000	2,298	5,000
51-40-290	Building Maintenance	7,829	7,500	352	7,500
51-40-300	Gas, Oil & Tires	5,426	10,000	3,569	10,000
51-40-310	Professional & Technical Servi	8,308	50,000	50,514	15,000
51-40-311	Bad Debts Expense	1,469-	.00	.00	.00
51-40-320	Blue Stake Service	1,862	2,000	2,089	2,000
51-40-329	Computer Repairs	.00	500	.00	500
51-40-330	Valve Repair	24,712	35,000	21,354	35,000
51-40-400	PRV Maintenance	19,513	20,000	5,325	20,000
51-40-480	Special Department Supplies	34,678	40,892	41,669	40,000
51-40-490	Water Sample Testing	10,306	8,000	4,274	8,000
51-40-550	Weber Basin Exchange Water	207,993	261,443	241,904	273,102
51-40-560	Power and Pumping	5,153	10,000	5,375	10,000
51-40-610	h2o Tank Inspection/Maint	3,527	57,700	57,618	10,000
51-40-649	Lease Interest/Taxes	136	.00	791	.00
51-40-650	Lease Payments	2,123	26,302	14,978	6,000
51-40-655	37th St Waterline	.00	.00	.00	182,400
51-40-656	675 East 4250 South	.00	150,000	.00	150,000
51-40-657	PRV Replace @ Panarama	.00	225,000	.00	225,000
51-40-665	Paint the Tanks Repairs	17,586	.00	.00	.00
51-40-667	Radio Read Maintenance	32,110	25,000	9,469	25,000
51-40-680	Charge for Services - G/F	237,084	244,457	224,081	247,070
51-40-701	Scada Upgrade	.00	141,101	2,120	138,980
51-40-702	4500 S - Monroe Blvd to end	.00	235,192	124,260	.00
51-40-703	Oakwood & Crestwood & culdesac	.00	436,716	23,812	412,904

Account Number	Account Title	2018-19 Prior year Actual	2019-20 Current year Budget	2019-20 Current year Actual	2020-21 Future year Budget
51-40-749	Small Equipment	321	4,000	513	4,000
51-40-750	Capital Outlay	.00	97,000	80,607	.00
51-40-770	Water Impact Fee Projects	40,889	9,000	188	8,700
51-40-790	Transfer to General Fund	49,820	.00	.00	54,404
51-40-970	Depreciation	144,362	194,000	177,826	194,000
51-40-980	Contingency	.00	.00	10,604	250,000
Total EXPENDITURES:		1,085,320	2,765,367	1,562,201	2,834,105
Total Expenditure:		1,085,320	2,765,367	1,562,201	2,834,105
WATER FUND Revenue Total:		1,894,582	2,765,367	1,825,270	2,834,105
WATER FUND Expenditure Total:		1,085,320	2,765,367	1,562,201	2,834,105
Net Total WATER FUND:		809,262	.00	263,069	.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
SANITARY SEWER					
REVENUE					
52-30-100	Interest Earned	32,780	18,500	19,570	18,500
52-30-200	Sewer Sales	2,086,069	2,159,437	1,980,577	2,159,437
52-30-250	Connection Fees Sewer	300	700	8,250	500
52-30-890	Appropriation of Fund Balance	.00	350,000	.00	1,007,151
52-30-925	Misc. Revenue	7,811	69,713	6,000	69,713
Total REVENUE:		2,126,960	2,598,350	2,014,397	3,255,301
Total Revenue:		2,126,960	2,598,350	2,014,397	3,255,301
EXPENDITURES					
52-40-110	Salaries and Wages	183,944	205,192	207,079	228,512
52-40-112	Overtime	4,769	12,000	9,056	12,500
52-40-130	Employee Benefits	186,367	146,289	147,088	139,338
52-40-140	Franchise Fee	62,205	129,567	118,835	129,567
52-40-210	Memberships	294	700	100	700
52-40-230	Traveling & Training	2,284	5,000	3,500	5,000
52-40-240	Office Supplies	947	5,600	1,409	4,000
52-40-245	Clothing/Uniform/Equip. Allow.	3,109	4,800	2,504	4,800
52-40-248	Vehicle Maintenance	1,453	5,000	2,432	5,000
52-40-280	Telephone	4,436	4,000	6,445	4,000
52-40-290	Building Maintenance	4,367	5,000	950	5,000
52-40-300	Gas, Oil & Tires	5,285	4,000	1,888	4,000
52-40-310	Professional & Technical	3,160	12,500	4,999	10,000
52-40-311	Bad Debts Expense	2,103	.00	.00	.00
52-40-315	Sewer Lines Cleaning Service	47,714	50,000	42,227	50,000
52-40-320	Blue Stake Service	.00	800	.00	800
52-40-400	Transfer to General Fund	9,540	.00	.00	10,418
52-40-480	Maintenance Supplies	9,042	15,100	2,415	15,100
52-40-550	Central Weber Sewer Pre-Trea	11,983	13,252	13,252	14,409
52-40-610	Central Weber Sewer Fees	1,059,896	1,083,395	1,063,886	1,082,010
52-40-650	Manhole Replacement	3,480	40,000	1,497	38,503
52-40-656	40th St Reline - FY 2021	.00	99,303	.00	700,000
52-40-665	Video & Fix Trouble Spots	28,333	25,000	4,907	25,000
52-40-680	Charge for Services - G/F	256,308	248,852	228,107	283,644
52-40-700	Small Equipment	321	5,000	295	5,000
52-40-705	Replace 700 E/H Guy Child	.00	350,000	.00	350,000
52-40-970	Depreciation	121,290	128,000	117,326	128,000
52-40-980	Sewer Contingency	9,885	.00	.00	.00
Total EXPENDITURES:		2,022,515	2,598,350	1,980,196	3,255,301
Total Expenditure:		2,022,515	2,598,350	1,980,196	3,255,301
SANITARY SEWER Revenue Total:		2,126,960	2,598,350	2,014,397	3,255,301
SANITARY SEWER Expenditure Total:		2,022,515	2,598,350	1,980,196	3,255,301
Net Total SANITARY SEWER:		104,445	.00	34,201	.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
STORM DRAIN FUND					
REVENUE					
53-30-100	Interest	22,471	7,500	21,793	7,500
53-30-105	Interest Earned I/Fees	9,917	1,500	9,367	6,000
53-30-200	Storm Drain Revenue	1,121,031	1,146,163	1,073,837	1,146,163
53-30-220	Storm Drain Impact Fees	52,846	17,000	77,757	17,000
53-30-885	Approp. of I/Fee Fund Balance	.00	300,000	.00	.00
53-30-890	Appropriation of Fund Balance	.00	380,986	.00	680,474
53-30-925	Misc. Revenue	1,381	.00	.00	.00
Total REVENUE:		1,207,646	1,853,149	1,182,753	1,857,137
Total Revenue:		1,207,646	1,853,149	1,182,753	1,857,137
EXPENDITURES					
53-40-110	Salaries and Wages	207,542	237,386	227,895	259,688
53-40-112	Overtime	6,647	11,000	10,525	11,000
53-40-130	Employee Benefits	207,166	134,518	137,066	151,921
53-40-140	Franchise Fee	33,218	68,769	64,430	68,770
53-40-210	BOOKS,SUBSCRIPT. & MEMBERSHIP	1,980	4,000	4,269	4,000
53-40-230	Travel & Training	3,795	5,500	1,812	5,500
53-40-240	Office Supplies	617	1,500	1,030	1,500
53-40-245	Clothing/Uniform/Equip. Allow.	2,365	6,000	3,012	6,000
53-40-248	Vehicle Maintenance	3,093	6,000	2,196	6,000
53-40-280	Telephone	1,713	2,500	527	2,500
53-40-290	Building Maintence	4,284	10,000	553	8,000
53-40-300	Gas, Oil & Tires	10,270	6,500	5,821	6,500
53-40-310	Prof & Tech Services	2,848	21,650	14,359	21,650
53-40-311	Bad Debts Expense	90	.00	.00	.00
53-40-320	Blue Stake Service	.00	700	.00	700
53-40-400	System Maintenance Program	30,725	40,000	15,108	40,000
53-40-480	Special Department Supplies	5,119	6,000	2,776	6,000
53-40-649	Lease Interest/Taxes	.00	.00	1,229	.00
53-40-650	Lease Payments	.00	.00	17,307	.00
53-40-655	Transfer to Water Fund	.00	8,521	.00	8,521
53-40-656	Jefferson 36th to 38th	.00	210,905	.00	210,905
53-40-657	850 E 45th to Vista	.00	150,000	.00	150,000
53-40-658	Oakwood/Crestwood Project	.00	32,708	2,111	30,597
53-40-659	37th Street - CDBG	.00	.00	.00	107,385
53-40-670	Transfer to General Fund	13,780	.00	.00	15,048
53-40-680	Charge for Services - G/F	144,396	137,981	126,478	161,458
53-40-700	Small Equipment	.00	1,500	.00	1,500
53-40-706	4500 S - Monroe Blvd to end	.00	166,200	99,415	.00
53-40-710	40th Storm Drain - Phase II	.00	460,811	16,095	444,994
53-40-970	Depreciation	63,648	104,000	95,326	104,000
53-40-981	Impact Fee Projects	3,455	18,500	5,106	23,000
Total EXPENDITURES:		746,750	1,853,149	854,446	1,857,137
Total Expenditure:		746,750	1,853,149	854,446	1,857,137
STORM DRAIN FUND Revenue Total:		1,207,646	1,853,149	1,182,753	1,857,137
STORM DRAIN FUND Expenditure Total:		746,750	1,853,149	854,446	1,857,137

Account Number	Account Title	2018-19	2019-20	2019-20	2020-21
		Prior year Actual	Current year Budget	Current year Actual	Future year Budget
	Net Total STORM DRAIN FUND:	460,896	.00	328,307	.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
GARBAGE FUND					
REVENUE					
54-30-100	Interest Earned	8,947	3,500	7,659	3,500
54-30-200	Garbage Fees	664,649	668,304	644,104	668,304
54-30-205	Recycling Fees	208,674	215,832	200,648	215,832
54-30-850	Misc. Rental	2,570	1,000	1,220	1,000
54-30-885	Lease Financing	.00	74,300	81,153	.00
54-30-890	Appropriate Fund Balance	.00	78,040	.00	39,305
54-30-925	Misc. Revenue	100	.00	100	.00
Total REVENUE:		884,940	1,040,976	934,885	927,941
Total Revenue:		884,940	1,040,976	934,885	927,941
EXPENDITURES					
54-40-140	Franchise Fee	26,200	53,047	50,685	53,049
54-40-230	Traveling & Training	.00	.00	246	.00
54-40-240	Office Splies	617	3,500	1,030	2,500
54-40-248	Vehicle Maintenance	4,095	3,000	3,239	3,000
54-40-280	Telephone	.00	2,300	.00	1,500
54-40-290	Building Maintenance	3,891	5,000	.00	5,000
54-40-300	Gas, Oil & Tires	2,504	3,000	500	3,000
54-40-310	Prof & Teach Services	208	1,000	263	1,000
54-40-311	Bad Debts Expense	81	.00	.00	.00
54-40-420	Allied Waste - Contract Svc.	443,585	468,000	426,538	468,000
54-40-425	Recycled Earth Contract	27,223	26,400	29,493	26,400
54-40-430	Tipping Fees	243,549	222,000	234,282	222,000
54-40-440	Additional Cleanups	10,266	7,400	7,499	7,400
54-40-450	Construction Materials Tipping	2,992	6,000	7,729	6,000
54-40-520	Tree Removal	12,660	15,000	960	15,000
54-40-615	Junk Ordinance Enforcement	.00	7,500	48	7,500
54-40-650	Lease Payments	.00	16,317	.00	.00
54-40-680	Charge for Services - G/F	117,996	120,712	110,649	100,092
54-40-700	Small Equipment	.00	.00	306	.00
54-40-750	Capital Outlay	1	74,300	81,152	.00
54-40-970	Depreciation	5,929	6,500	5,951	6,500
Total EXPENDITURES:		901,798	1,040,976	960,569	927,941
Total Expenditure:		901,798	1,040,976	960,569	927,941
GARBAGE FUND Revenue Total:		884,940	1,040,976	934,885	927,941
GARBAGE FUND Expenditure Total:		901,798	1,040,976	960,569	927,941
Net Total GARBAGE FUND:		16,858-	.00	25,684-	.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
ROAD IMPROVEMENT FEE FUND					
REVENUE					
55-30-200	Road Improvement Fees	514,262	557,132	504,910	537,132
Total REVENUE:		514,262	557,132	504,910	537,132
Total Revenue:		514,262	557,132	504,910	537,132
EXPENDITURES					
55-40-311	Bad Debt Expense	342-	.00	.00	.00
55-40-550	Transfer RIF to CPF	508,125	557,132	506,916	537,132
Total EXPENDITURES:		507,783	557,132	506,916	537,132
Total Expenditure:		507,783	557,132	506,916	537,132
ROAD IMPROVEMENT FEE FUND Revenue Total:		514,262	557,132	504,910	537,132
ROAD IMPROVEMENT FEE FUND Expenditure Total:		507,783	557,132	506,916	537,132
Net Total ROAD IMPROVEMENT FEE FUND:		6,479	.00	2,006-	.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
AMBULANCE FUND					
REVENUE					
58-30-100	Interest Earned	19	20	23	20
58-30-201	Ambulance Fees - S/O - DPS	453,689	486,599	509,721	486,599
58-30-210	Miscellaneous Revenue	11,846	14,043	14,274	7,200
58-30-870	Transfer from General Fund	.00	24,890	.00	24,890
58-30-890	Appropriate Fund Balance	.00	12,917	.00	.00
Total REVENUE:		465,554	538,469	524,019	518,709
Total Revenue:		465,554	538,469	524,019	518,709
EXPENDITURES					
58-40-110	Salaries and Wages	224,443	116,659	116,980	128,328
58-40-111	Part Time Wages	37,937	20,075	13,898	20,838
58-40-112	Overtime	47,428	23,012	24,901	10,915
58-40-130	Employee Benefits	109,314	82,617	66,592	59,544
58-40-210	Memberships	40	520	.00	520
58-40-230	Travel & Training	1,399	1,500	1,173	1,500
58-40-240	Office Supplies	218	750	253	750
58-40-245	Uniform Allowance	3,557	3,850	3,010	3,850
58-40-248	Vehicle Maintenance	5,481	15,843	12,057	9,000
58-40-250	Equipment Maintenance	2,393	4,800	1,177	6,500
58-40-270	EMS Billing Fees	17,890	19,000	19,070	19,000
58-40-280	Telephone	466	750	83	750
58-40-300	Gas, Oil & Tires	9,092	6,500	5,729	6,500
58-40-310	Professional & Technical	52,421	48,814	48,813	48,214
58-40-312	PMA Fees	46,548	51,000	54,829	51,000
58-40-329	Computer Repairs	429	.00	.00	.00
58-40-330	EMS Education	790	1,000	313	1,000
58-40-480	Special Department Supplies	240	3,095	2,437	3,095
58-40-490	Disposable Medical Supplies	22,372	28,100	28,907	27,000
58-40-680	Charge for Services - G/F	65,472	57,531	52,734	64,796
58-40-700	Small Equipment	953	.00	.00	.00
58-40-970	Depreciation	24,418	28,000	25,663	28,000
58-40-980	Retained Earnings	.00	25,053	.00	27,609
Total EXPENDITURES:		673,300	538,469	478,617	518,709
Total Expenditure:		673,300	538,469	478,617	518,709
AMBULANCE FUND Revenue Total:		465,554	538,469	524,019	518,709
AMBULANCE FUND Expenditure Total:		673,300	538,469	478,617	518,709
Net Total AMBULANCE FUND:		207,746-	.00	45,402	.00

Burch Creek Park Construction Costs

10-70-550

Hogan & Associates:

Contract Amount:

Change Order #1
Change Order #2
Change Order #3
Change Order #4
Change Order #5
Change Order #6

\$5,279,275.00
\$1,906.00
\$18,843.00
\$558,235.00
\$287,290.00
\$3,388.00
\$5,556.00

New Total Price =

\$6,154,493.00

Payments:

Request #	Date	Retained	Amount	dw
Request #1	1/15/2020	Retained	\$409,900.00	dw
Request #2	1/15/2020	Retained	(\$20,495.00)	dw
Request #3	2/21/2020	Retained	\$129,800.00	dw
Request #4	4/14/2020	Retained	(\$6,490.00)	dw
Request #5	4/28/2020	Retained	\$175,400.00	dw
Request #6	5/26/2020	Retained	(\$8,770.00)	dw
Request #7	6/25/2020	Retained	\$741,200.00	dw
		Retained	(\$37,060.00)	dw
		Retained	\$427,500.00	dw
		Retained	(\$21,375.00)	dw
		Retained	\$510,688.00	dw
		Retained	(\$25,534.40)	dw
		Retained	\$521,743.00	dw
		Retained	(\$26,087.15)	dw
		Contract Balance:	(\$145,811.55)	

\$3,384,073.55

Burch Creek Bond Drawdowns

Beginning Balance:

\$4,300,000.00

12/10/2019 Rounding amounts

\$15,424.43

12/31/2019 Interest Earned

\$5,951.92

1/31/2020 Drawdown #1

(\$512,715.00)

4/3/2020 Drawdown #2

(\$870,770.00)

1/31/2020 Interest Earned

\$8,076.76

2/29/2020 Interest Earned

\$6,407.89

5/1/2020 Drawdown #3

(\$406,125.00)

3/31/2020 Interest Earned

\$5,398.87

5/26/2020 Drawdown #4

(\$485,153.60)

4/30/2020 Interest Earned

\$3,706.51

6/25/2020 Drawdown #5

(\$495,655.85)

Club Heights commitment

(\$300,000.00)

Remaining Balance:

\$1,274,546.93

Funding For Burch Creek Park Construction Costs

10-70-550

Contract Balance:	\$3,238,262.00
Funding:	
Bond proceeds	(\$1,274,546.93)
RAMP grant	(\$450,000.00)
RAMP grant	(\$373,350.00)
Outdoor Recreation grant	(\$150,000.00)
Fund Balance =	\$990,365.07
Constr. Mgmt. - Landmark	\$59,585.00
Paid Y-T-D	(\$24,918.00)
Constr. Mgmt. - Wasatch Civil	?????
Paid Y-T-D	(\$30,647.00)
Fund Balance =	\$1,025,032.07

Phase I

Club Heights Park Construction Costs

10-70-553

Constr. Mgmt. - Landmark	\$19,970.00
Phase I constructions cost estimates	\$682,902.00
Constr. Mgmt. - Wasatch Civil	?????
	\$702,872.00

Funding:

Bond proceeds	(\$300,000.00)
RAMP grant	(\$190,000.00)

Fund Balance	\$212,872.00
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Road/Street Projects

* Finish Oakwood/Crestwood	\$988,964.00
* 37th Street - (CDBG grant)	\$656,363.00
* Skyline Dr./Ridgeline Dr. if monies are available	\$495,272.00
* Miscellaneous repairs/slurry/chip seal if monies are available	\$281,139.00
** all early engineer cost estimates	

\$2,421,738.00

FUNDING:

FY 2021 Budgeted monies	\$1,467,402.00
FY 2020 Carry-over monies	
* as of 6/30/2020	\$1,229,359.00

Total Available

\$2,696,761.00

Water Capital Projects

Account #		
51-40-656	* 675 E 4250 S	\$150,000.00
51-40-657	* PRV replace at Panarama	\$225,000.00
51-40-701	* Finish Scada Upgrade	\$138,980.00 #
51-40-703	* Finish Oakwood/Crestwood	\$412,904.00 #
51-40-655	* 37 Street (CDBG)	\$182,400.00 @
	* Unassigned	\$250,000.00
	** Reconnect 42nd Harrison tanks	
	** Service line disconnect reconnect	
	# - Current Y-T-D monies unspent	
	@ - preliminary engineer's estimate	

TOTAL **\$1,359,284.00**

Sewer Capital Projects

Account #		
52-40-650	* Manhole replacement @ 36th St	\$38,503.00 #
52-40-656	* 40th St. re-line Adams to 950	\$700,000.00
52-40-705	* Replace 700 E/H Guy Child	\$350,000.00
TOTAL		\$1,088,503.00

* preliminary engineer's estimates

- Current Y-T-D monies unspent

Storm Drain Capital Projects

Account #		
53-40-656	* Porter 36th to 38th	\$210,905.00
53-40-657	* 850 E 45th to Vista	\$150,000.00
53-40-658	* Finish Oakwood/Crestwood	\$30,597.00 #
53-40-710	* 40th St. storm drain Phase II	\$694,716.00 #
53-40-659	* 37th Street (CDBG)	\$107,385.00

* preliminary engineer's estimates

- Current Y-T-D monies unspent

TOTAL **\$1,193,603.00**



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, JULY 7, 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, July 7, 2020. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing and number of people allowed to gather at one time.

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 June 16, 2020 Council Minutes
- B. Set Date for Public Hearings (July 21, 2020 at 6 pm or as soon as the agenda permits) to Receive and Consider Comments on the Following Items:
 - 1. City's Intent to Continue Not Charging Itself for Water, Sewer, and Storm Drain Used For Normal City Operations During FY2021
 - 2. Proposed Utility Franchise Fee Transfers from the Enterprise Funds to the General Fund
- C. Set Date for Public Hearing (August 4, 2020 at 6 pm or as soon as the agenda permits) to Receive and Consider Comments on the Proposed Closure of Lincoln Avenue Between 36th Street and Riverdale Road

VI. PRESENTATION

Recognition of Firefighter Mark Blamires as Valedictorian of 2020 Paramedic Class

VII. DISCUSSION / ACTION ITEMS

- A.** Consideration of **Ordinance 20-18** – Amending Title 10 of the City Code Having to Do With Short Term Lenders, Mural Signs, Clarifying That Farm Animals Cannot Be Kept In the City, Removing Conditional Uses From the R-3 Zone, and Reducing Bike Parking Requirements in the Form Based Code
- B.** Consideration of **Ordinance 20-19** – Amending the Consolidated Fee Schedule To Increase the Park Impact and Recreation Fees
- C.** Consideration of **Resolution 20-18** - Ratifying the Approval of an Interlocal Agreement with Weber County for the Distribution of Cares Act Funding
- D.** Consideration of **Resolution 20-19** – Approving Lease Agreement with Bonneville High School for Nature Park Property West of Park Vista Drive

VIII. DISCUSSION ITEMS

Discussion on Whether to Send the Following Form Based Code Items to the Planning Commission for Consideration and Possible Change: Parking Requirements for Multiple-Family Dwellings, Definition of a Story, Fourth Story Setback Requirement, and Open Space Requirement

IX. REPORTS/DIRECTION TO CITY MANAGER

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

X. RECESS CITY COUNCIL MEETING AND CONVENE INTO AN EXECUTIVE SESSION

- A.** Pursuant to UCA §52-4-205 1(a) to discuss the character, professional competence, or physical or mental health of an individual

XI. RECONVENE CITY COUNCIL MEETING AND ADJOURN

Posted to the State of Utah Website July 2, 2020

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on July 2, 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, JUNE 16, 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 Member 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, Finance Director Steve Liebersbach, Fire Chief Cameron West, Police Chief Darin Parke, Information Services Manager Brian Minster, Special Events Coordinator Jamie Healy, and Recorder Leesa Kapetanov Note: City Attorney Ken Bradshaw, and Parks and Public Works Director Jon Andersen joined the meeting via Zoom.

CITIZENS PRESENT

No one else was present for the work session

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/CC200616_1703.mp3 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

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

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

Note: Council Member Howard was not present for the vote, but joined the meeting shortly thereafter.

35 **II. REVIEW OF AGENDA**

36 There was no review of the agenda.

37

38

39

40 **III. DISCUSSION ITEMS**

41 A. Open and Public Meeting Training

42 00:00:51

Note: See affirmations of training Attachment A

43

44 B. FY2021 Budget 00:06:48

45 During this discussion, Council Member Strate requested that an increase to the Park Impact
46 Fees be put on the next agenda for vote.

47

48

49

50 **IV. ADJOURN**

51 At 5:52 pm, Mayor Porter called for a motion to adjourn the work session.

52

53 **Council Member Howard moved to adjourn, followed by a second from Council Member Strate.**

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

55 00:47:03

56

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Council Member 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, Information Services Manager Brian Minster, Special Events Coordinator Jaime Healy, and Recorder Leesa Kapetanov Note: City Attorney Ken Bradshaw, and Parks and Public Works Director Jon Andersen joined the meeting via Zoom.

CITIZENS PRESENT

Terry Schow, Carolyn Wold, Devin Hubbard, Michelle Dawson, Wes Dawson, Amanda Butts, Derek DeBruin, Cory Butts, Bruce & Joyce Hartman, Lincoln Howell, Jeanne Kesler

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/CC200616_1759R\(1\).mp3](https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200616_1759R(1).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

00:00:14

Council Member Strate moved to begin council meeting, followed by a second from Council Member Stewart. In a voice vote Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.

B. Prayer/Moment of Silence

The mayor led those present in a moment of silence.

C. Pledge Of Allegiance

Council Member Susan Stewart led the Pledge of Allegiance.

100 **II. PUBLIC COMMENTS**

- The mayor opened the meeting to public comment for those present and instructed those on Facebook and Vimeo they could type their comments over those platforms until 6:20 pm.

00:01:05

George DeBruin

00:02:45

Encouraged non-violent policing

Terry Schow

00:04:34

Spoke against apartments on Country Hills Drive

Jean Tessler

00:07:52

“

Cory Butts

00:10:36

Encouraged non-violent policing

Carolyn Wold

00:13:20

Spoke against apartments on Country Hills Drive

Michelle Dawson

00:15:49

“

Joyce Hartman

00:21:23

Thanked the police department for their service

Wes Dawson

00:25:32

Spoke against apartments on Country Hills Drive

Carolyn Wold

00:27:03

Thanked the police department for their service

117 **III. RESPONSE TO PUBLIC COMMENT**

- The mayor responded to comments made
00:28:28
- Mayor Porter asked Information Specialist Brian Minster to read comments made online
Rick Rendl 00:30:22 Spoke against apartments on Country Hills Drive
- Comments by Council Member Howard concerning policing
00:30:44

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

- No scouts or students were present

132 **V. CONSENT AGENDA**

A. Approval of June 2, 2020 Meeting Minutes

- Mayor Porter read the consent agenda and asked if there were any questions or comments. Seeing none, he called for a motion to adopt the consent agenda.

00:34:21

Council Member Smyth so moved. The motion was seconded by Council Member Howard. There was no further discussion. The voice vote was unanimous in favor of the motion.

143 **VI. PUBLIC HEARING**

144 To Receive and Consider Comments on Proposed Amendments to the FY2020 Budget

- 145 • Motion to open the public hearing

146 00:35:08

147
148 **Council Member Stewart moved to open the public hearing, followed by a second from Council**
149 **Member Strate. All present voted aye.**

- 150
151 • The Mayor asked if anyone had comments on the FY2020 budget amendments. No one came
152 forward. He announced online comments would be taken until 6:45 pm and then called for a
153 motion to close the public hearing but keep the record open until 6:45.

154
155 **Council Member Howard so moved. The motion was seconded by Council Member Strate.**
156 **The vote was unanimous in favor of the motion.**

157
158
159 **VII. DISCUSSION/ACTION ITEMS**

160 **A. Consideration of Ordinance 20-17 – Approving a Development Agreement with Mount Ogden**
161 **Developers for the Property Located at Approximately 935 Country Hills Drive**

- 162 • Staff overview 00:36:15
163 • Discussion 00:45:26
164 • Motion 01:42:41

165
166 **Council Member Strate moved to approve the development agreement with the inclusion that**
167 **the developer meet a 1.6 parking ratio. Council Member Howard seconded the motion.**
168 **Mayor Porter asked if there was further discussion. City Manager Dixon asked if the motion**
169 **should be amended to say that the 1.6 ratio could include a shared parking agreement with**
170 **neighboring businesses. Council Member Strate amended his motion to include the wording**
171 **suggested by City Manager Dixon. Council Member Howard seconded the amended**
172 **motion. The mayor asked if there were any other comments. Council Member Orr said they**
173 **had gone to great lengths to have community input on the form based code and be cognizant of**
174 **what went in on 40th Street. They should stay at three stories allowed by the code. She also**
175 **disclosed that she owns rental property in the city. Mayor Porter then called the vote:**

176
177 **Council Member Orr- No**
178 **Council Member Strate- Yes**
179 **Council Member Stewart- No**
180 **Council Member Howard- Yes**
181 **Council Member Smyth- Yes**

182
183 **The development agreement was adopted with the changes.**
184
185

186
187 **B. Consideration of Resolution 20-15 – Approving Amendments to the FY2020 Budget**

- 188 • Staff overview 01:48:30
189 • Discussion 01:56:33

190 As part of the discussion, Mayor Porter took on the assignment to come up with ideas to
191 use the surplus money once restricted for use on the 40th Street Project. The Council also
192 agreed they would be willing to transfer up to 2.5 million dollars from the general fund to
193 the capital facilities fund.

- 194 • Motion 02:07:06
195

196 **Council Member Howard moved to adopt Resolution 20-15, including an amendment to**
197 **transfer up to 2.5 million dollars to the capital facilities fund. Council Member Smyth**
198 **seconded the motion. The mayor asked if there was any more discussion, and seeing none,**
199 **he called the vote:**
200

201 Council Member Smyth - Yes
202 Council Member Howard - Yes
203 Council Member Stewart- Yes
204 Council Member Strate - Yes
205 Council Member Orr - Yes
206

207 **The motion stood.**
208
209
210

211 **C. Consideration of Resolution 20-16 – Approving an Agreement with Axis Reclamation &**
212 **Construction for City Hall Remodel**

- 213 • Staff overview 02:07:53
214 • Council discussion/questions
215 02:10:25
216 • Motion 02:24:34
217

218 **Council Member Howard moved to adopt Resolution 20-16, followed by a second from**
219 **Council Member Strate. There was no more discussion. The mayor called the vote:**
220

221 Council Member Howard - Yes
222 Council Member Strate - Yes
223 Council Member Stewart - No
224 Council Member Smyth - Yes
225 Council Member Orr- No
226

227 **The agreement was approved.**
228
229

D. Consideration of Resolution 20-17 – Approving an Agreement with Urban Land Group for Water Line Replacement by Harrison Water Tanks

- Staff overview 02:28:19
- Council discussion 02:33:45
- Motion 02:41:30

Council Member Strate moved to adopt Resolution 20-17. Council Member Smyth seconded the motion. Council Member Strate was then reminded of the discussion to remove language about the developer managing the project. **Council Member Strate amended his original motion by adding that all wording about the developer managing the project should be removed. Council Member Smyth seconded the amended motion. After determining there was no further discussion, the mayor called the vote:**

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

The motion stood.

III. DISCUSSION ITEMS

- A. Discussion on Proposed Amendments to Title 10 of the City Code For Matters of Correction, Clarification, and Change 02:42:33
- B. Discussion on State Auditor's Fraud Risk Assessment 02:51:39

IX. RECESS INTO COMMUNITY DEVELOPMENT RENEWAL AGENCY BOARD MEETING

- The mayor indicated it was time to recess into a Community Development and Renewal Agency Board meeting and called for a motion to do so 03:04:40

Council Member Howard moved to recess city council meeting and open a Community Development and Renewal Agency Board meeting, followed by a second from Council Member Strate. The voice vote was unanimous in favor of the motion.

See separate minutes.

273
274

275 **VIII. RECONVENE CITY COUNCIL MEETING**

- Motion from CDRA Meeting

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

284 IX. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Stewart - 03:18:37
- Council Member Howard - Nothing to report
- Council Member Smyth - 03:20:20
- Council Member Orr - 03:21:05
- Council Member Strate - 03:23:31

B. City Manager 03:24:10

C. City Attorney 03:26:16

D. Mayor Porter 03:28:27

298 **X.** ADJOURN

- At 9:33 pm, Mayor Porter called for a motion to adjourn

Council Member Howard so moved, followed by a second from Council Member Strate. 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, June 16, 2020.

Jeese Kapetanov
Kapetanov, City Recorder

Date Approved by the City Council

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ATTACHMENT A

Affirmations of Training for Open and Public Meeting Training

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UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Russell L. Porter (please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- ☒ City Council
- ☐ Planning Commission
- ☐ Urban Forestry Commission
- ☐ Other Covered Body: _____

By way of the following:

- ☒ Review of the 2010 State Legislature presentation (found in packet)
- ☐ 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- ☐ Other: _____

Executed and Dated this 16 day of June, 2020

Russell L. Porter
Signature

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UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Sallee Orr (please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- ☒ City Council
☐ Planning Commission
☐ Urban Forestry Commission
☐ Other Covered Body: _____

By way of the following:

- ☒ Review of the 2010 State Legislature presentation (found in packet)
☐ 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
☐ Other: _____

Executed and Dated this 16 day of June, 2020
Sallee Orr
Signature

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UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Brent J. State make this written declaration upon
(please print)
oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- ☒ City Council
☐ Planning Commission
☐ Urban Forestry Commission
☐ Other Covered Body: _____

By way of the following:

- ☒ Review of the 2010 State Legislature presentation (found in packet)
☐ 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
☐ Other: _____

Executed and Dated this 16 day of June, 2020

Brent J. State
Signature

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UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Susan Stewart (please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- ☒ City Council
☐ Planning Commission
☐ Urban Forestry Commission
☐ Other Covered Body: _____

By way of the following:

- ☒ Review of the 2010 State Legislature presentation (found in packet)
☐ 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
☐ Other: _____

Executed and Dated this 16th day of June, 2020

Susan Stewart
Signature

UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Mike Howard (please print) make this written declaration upon oath, subscribed and dated under penalty as provided by said section and affirm as follows:

I have completed the required annual training as a member of the

- ☒ City Council
- ☐ Planning Commission
- ☐ Urban Forestry Commission
- ☐ Other Covered Body: _____

By way of the following:

- ☐ Review of the 2010 State Legislature presentation (found in packet)
- ☒ 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- ☐ Other: _____

Executed and Dated this 2 day of July, 2020

Signature



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579
580

UNSWORN AFFIRMATION OF TRAINING

In accordance with the requirements of UCA §52-4-104 et. seq., Utah's Open and Public Meetings Act and pursuant to the provisions of UCA §78B-5-705,

I Jeanette C. Smyth ^(please print) make this
with subscription and upon under penalty as provided by said section and affirm as
follows:

I have completed the required annual training as a member of the

- ☒ City Council
- ☐ Planning Commission
- ☐ Urban Forestry Commission
- ☐ Other Covered Body: _____

By way of the following:

- ☒ Review of the 2010 State Legislature presentation (found in packet)
- ☒ 2016 video presentation by Dave Church found online at <https://www.youtube.com/watch?v=15V3WZY7ljs>
- ☐ Other: _____

Executed and Dated this 17 ___ day of June _____, 2020 __.

Jeanette C. Smyth
Signature

STAFF REPORT



SUBJECT: Code Corrections/Changes
AUTHOR: Leesa Kapetanov/Mark Vlasic
DEPARTMENT: Administration
DATE: July 7, 2020

RECOMMENDATION

The planning commission recommends the proposed changes be approved.

BACKGROUND

Through the adoption of the form based code and subsequent changes to the existing code, staff has found several errors, omissions, and some code items that need "tweaking". The proposed changes are an effort to get things right.

ANALYSIS

There are five corrections being proposed:

1. **Adding the definition for "Short Term Lender" back into the code.** This definition should have been added to the FBC when it was removed from the existing code.
2. **Removing "Nursing Home" and "Day Care Center" as conditional uses from the R-3 Zone.** When we established the code for Group Living Arrangements, the code specifically listed the zones where Group Living Arrangements were allowed; the R-3 zone was not one of them. However, the conditional use of "Nursing Home", which by definition is a group living arrangement, was never removed from the R-3 zone. Staff also felt that Day Care Centers should be removed as a conditional use in the R-3 zone, as they would be more suitable for commercial areas of the city. These were the only conditional uses in the R-3 zone, and by removing them, it will reflect the council's desire to eliminate conditional uses in residential zones.
3. **Removing murals as a permitted wall sign.** This does not mean that the City does not allow mural art pieces when appropriate; it just means that we do not allow murals as signs for the purpose of advertising. This is being done at the suggestion of Jeff Barfuss, our former Building Official.
4. **Clarifying that chickens (and other farm type animals) are not allowed in South Ogden City.** These changes have nothing to do with the FBC, but are being made at the request of the police department, the people who enforce the "no chickens" rule. Previously, the code didn't come right out and say chickens were not allowed. It gave rules

about placement of coops, that coops had to be kept clean so they weren't a nuisance, and then stated that chickens could only be kept in zones that allowed them. Well, the city has no zones that allow chickens. In this sense, the code was a bit misleading and in a very roundabout way said that chickens are not allowed. Now the code is very clear.

5. Reducing the bike parking requirement for multi-family developments in the FBC.

In dealing with the FBC, staff has become painfully aware that the requirement for bike parking in new multi-family developments is very excessive. Evidently, we require more bike parking than they do for similar projects in downtown Salt Lake City, the place where bike parking would make the most sense. Mark Vlasic prepared the following report:

In recent months, staff has reviewed several projects required to provide bicycle parking as part of the two form-based code chapters of the zoning ordinance (Title 10, Chapter 5.1A &B). In each case the number of spaces has proven a challenge to meet the number of parking spaces,. Particularly for multi-family residential uses. In addition, the requirements are based on number of rooms for multi-family uses and square-feet of other uses, further complicating the calculations for mixed-use project.

Use	Bicycle Spaces
Multi-family	Minimum 2 spaces or 0.5 space per bedroom, whichever is greater
Civic/institutional	Minimum 2 spaces, 1 per additional 10,000 square feet
Retail	Minimum 2 spaces, 1 per additional 5,000 square feet
Services	Minimum 2 spaces, 1 per additional 5,000 square feet
Office	Minimum 2 spaces, 1 per additional 10,000 square feet
Open space	Per city manager or designee

In order to determine if the requirements reflect the anticipated needs of a redeveloped city core commercial areas where bicycle use is encouraged, three codes from comparable cities were reviewed as follow:

SALT LAKE CITY

Although larger than South Ogden, Salt Lake City actively encourages the use of bicycles throughout the city. The number of bicycle parking spaces required varies by type/intensity of district projects are located, with the city core, neighborhood centers and

transit stops requiring the most bicycle parking spaces. Upon close review, staff believes that the General Requirements most closely resemble the South Ogden situation, which have the following requirements for bicycle parking spaces at new and redeveloped projects:

- Multi-family 1 bicycle parking space per 5 units
- Civic: 1 bicycle parking space per 10,000 square feet
- Commercial: 1 bicycle parking space per 20,000 square feet

SOUTH SALT LAKE

Similar to South Ogden, South Salt Lake recently completed a form-based code for the redeveloping commercial core. The number of bicycle parking spaces required is different for multi-family residential and commercial uses in this area, as follows:

- Multi-family 1 bicycle parking space per 15 units for visitors and 0.25 parking spaces per unit.
- Commercial: There is a wide range of requirements, depending on the specific uses. For example, uses where bicycle use may be limited (bowling alleys, hospitals, car dealerships, movie theaters, etc.) require the least number of spaces (1 space for every 30 to 50 vehicle parking spaces) while uses that attract bicycle and foot traffic (restaurants, retail, grocery, etc.) require the most (1 bicycle parking space for every 15-25 vehicular parking spaces)

The code also includes specific locational and design requirements.

OGDEN

Although larger than South Ogden, Ogden also actively encourages in targeted areas. The requirements are simple to calculate (five percent of the vehicular parking spaces required, with a minimum requirement of two spaces, and a maximum requirement of twelve).

Based on the review of comparable communities, staff believes the current bicycle parking requirements are both onerous and unduly difficult to calculate. It is also clear that there is a lack of locational and design guidelines/requirements provided.

SIGNIFICANT IMPACTS

None

ATTACHMENTS

Proposed code changes.

ORDINANCE NO. 20-18

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING THE CITY CODE SECTION AMENDING TITLE 10 OF THE CITY CODE HAVING TO DO WITH SHORT TERM LENDERS, MURAL SIGNS, CLARIFYING THAT FARM ANIMALS CANNOT BE KEPT IN THE CITY, REMOVING CONDITIONAL USES FROM THE R-3 ZONE, AND REDUCING BIKE PARKING REQUIREMENTS IN THE FORM BASED CODE ; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

Section 1 - Recitals:

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

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

WHEREAS, the City Council finds, in concert with recommendations from the Planning Commission, that certain societal and economic changes dictate that amendments to various sections of the City Code should be made in response thereto; and,

WHEREAS, the City Council finds that South Ogden City Code, at Title 10 and various of its subsections should be amended by adding new language governing these changes and related regulations for the city; and,

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

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

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

Amended Section:

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

The foregoing recitals are incorporated herein.

Section 2 - Repealer of Conflicting Enactments:

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

Section 3 - Prior Ordinances and Resolutions:

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

Section 4 - Savings Clause:

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

Section 5 - Date of Effect

This Ordinance shall be effective on the 7th day of July, 2020, and after publication or posting as required by law.

DATED this 7th day of July, 2020.

SOUTH OGDEN, a municipal corporation

by: _____
Mayor Russell Porter

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 20-18

An Ordinance Of South Ogden City, Utah, Revising And Amending The City Code Section Amending Title 10 Of The City Code Having To Do With Short Term Lenders, Mural Signs, Clarifying That Farm Animals Cannot Be Kept In The City, Removing Conditional Uses From The R-3 Zone, And Reducing Bike Parking Requirements In The Form Based Code ; Making Necessary Language Changes To The City Code To Effect Those Changes; And Establishing An Effective Date For Those Changes.

07 Jul 20

[Attachment to be provided by City Recorder]

10-5.1A-4-2(D)(2):

2. General Service: A use in this category includes all neighborhood service uses occupying a space of greater than twelve thousand (12,000) square feet and such uses as those listed as follows:

General service:

All neighborhood services.

Animal boarding (interior only).

Aquatic facilities.

Batting cages.

Bowling alley.

Concert hall.

Exterminating and disinfecting service.

Funeral home.

Miniature golf course.

Recreation, commercial indoor.

Repair of small goods and electronics.

Shooting and archery ranges (indoor only).

Short term lending business¹.

¹An establishment engaged in providing credit intermediation and related activities that facilitate the lending of funds, issuance of credit, or any other similar types of businesses in which the activity is generally contemplated to be completed within a term of six (6) months or less, including a check casher, deferred deposit lender or title lender. A short term loan business may offer more than one type of credit intermediation service if it meets the licensing requirements for each service and operates from a single storefront. This definition does not include investment companies and state or federally chartered banks or financial institutions.

~~1. Short Term Lending Businesses:~~

No short term lending business may be located or operate within one thousand feet (1,000') of another.

No more than three (3) short term lending businesses may be licensed within the City. Preexisting, nonconforming uses may continue until the business ceases operation or experiences a change in ownership.

Skating rink.

Tattoo/piercing parlor.

10-5.1B-4-2(D)(2):

2. General Service: A use in this category includes all neighborhood service uses and has the ability to occupy a space of greater than twelve thousand (12,000) square feet and such uses as those listed as follows:

General service:

All neighborhood services.

Animal boarding (interior only).

Aquatic facilities.

Batting cages.

Bowling alley.

Concert hall.

Exterminating and disinfecting service.

Funeral home.

Microbrewery.

Miniature golf course.

Recreation, commercial indoor.

Repair of small goods and electronics.

Shooting and archery ranges (indoor only).

Short term lending business¹.

¹An establishment engaged in providing credit intermediation and related activities that facilitate the lending of funds, issuance of credit, or any other similar types of businesses in which the activity is generally contemplated to be completed within a term of six (6) months or less, including a check casher, deferred deposit lender or title lender. A short term loan business may offer more than one type of credit intermediation service if it meets the licensing requirements for each service and operates from a single storefront. This definition does not include investment companies and state or federally chartered banks or financial institutions.

~~1. Short Term Lending Businesses:~~

No short term lending business may be located or operate within one thousand feet (1,000') of another.

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Skating rink.

Tattoo/piercing parlor.

10-7C-3: CONDITIONAL USES:

There are no conditional uses in this zone.

~~The following uses shall be allowed only when authorized by a conditional use permit as provided in chapter 15 of this title:~~

~~Daycare center.~~

~~Nursing home. (Ord. 15-06, 2-17-2015, eff. 2-17-2015)~~

10-5.1A-9-3: WALL SIGN:

B. General Requirements: Wall signs shall be developed according to the standards in table 9.3(1) of this section.

TABLE 9.3(1)
WALL SIGN REQUIREMENTS

Permitted subdistricts	All subdistricts
Sign area	No maximum area for sign type; refer to section 10-5.1A-9-2 , table 9.2(1) of this article for maximum per lot
Height	2' maximum letter or element height
Location on the building or site	Permitted on all facades
Placement on the building or site	1' maximum projection from building face
Quantity	1 per tenant per public ROW frontage; 1 per tenant per side or rear facade on a parking lot
Internal illumination	Permitted for individual letters and logos
Materials	Solid wood, metal, masonry and neon glass; plastic and synthetics permitted only as separate alphanumeric characters or logos

1. Building Openings: Wall signs shall not cover windows or other building openings.

2. Architectural Features: Wall signs shall not cover architectural building features.

3. Murals: Murals, a type of wall sign painted onto the building face displaying the business name or activity, are prohibited ~~on front facades~~.

C. Computation: The area of a wall sign is calculated using the following information:

1. Wall Signs: Area is calculated by drawing the smallest possible square or rectangle around the largest letters and/or elements, as is illustrated in figure 9.3(2) of this section.

a. Area Credit: All areas that utilize individual alphanumeric characters or logos (including only those using wood, wood substitute, metal, or masonry) may use a total area of ninety percent (90%) of the calculation as outlined above.

~~2. Mural Sign: Area is calculated by measuring the area of the smallest square or rectangle that can be drawn around all of the sign elements, including any painted background.~~ (Ord. 16-07, 6-21-2016, eff. 6-21-2016)

10-5.1B-9-3: WALL SIGN:

B. General Requirements: Wall signs shall be developed according to the standards in table 9.3(1) of this section.

TABLE 9.3(1)
WALL SIGN REQUIREMENTS

Permitted subdistricts	All core, general, and neighborhood subdistricts
Sign area	No maximum area for sign type; refer to section 10-5.1B-9-2 , table 9.2(1) of this article for maximum per lot
Height	2' maximum letter or element height
Location on the building or site	Permitted on all facades
Placement on the building or site	1' maximum projection from building face
Quantity	1 per tenant per public ROW frontage; 1 per tenant per side or rear facade on a parking lot
Internal illumination	Permitted for individual letters and logos
Materials	Solid wood, metal, masonry and neon glass; plastic and synthetics permitted only as separate alphanumeric characters or logos

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~~2. Mural Sign: Area is calculated by measuring the area of the smallest square or rectangle that can be drawn around all of the sign elements, including any painted background. (Ord. 18-04, 5-15-2018, eff. 5-15-2018)~~

4-1-2: SPECIFIC NUISANCES:

A. Dead Animals, Putrid Meat, Offal, Etc.:

1. If any person shall leave exposed in any street, avenue, highway, alley, lot, public ground or watercourse within the city, the carcasses of any dead animal or any putrid meat, fish or other substance, or permit the same to be done with his consent; or shall make, use, keep or permit in his shop, store, factory, outbuilding, yard, lot or any other place within the city any noxious or offensive liquid or substance prejudicial to the health of the citizens or of any person; or shall throw any filth, offal or other offensive matter into any street, avenue, highway, public ground, alley, lot or watercourse in the city, or shall permit or cause the same to run in or upon any street, avenue, highway, public ground, alley, lot or watercourse, such person shall be deemed guilty of a class B misdemeanor and upon conviction, subject to penalty as provided in section [1-4-1](#) of this code.

2. It shall be the duty of all persons owning or having charge of animals, which shall die or be found dead, to have the dead animals removed, at his own expense and cost, and buried or otherwise disposed of at a site and in a manner approved by the local health department, and all putrid meats, fish, clippings of hides, pelts or other offensive substances shall likewise be buried by the owner or person handling the same, and if the persons whose duty it is made to bury such animals, putrid meats, fish, clippings of hides, pelts or other offensive substances shall fail for twenty four (24) hours to discharge their duties as herein required, it shall be the duty of the public works department to have the same buried. (1970 Code § 14-6; amd. 2001 Code)

B. ~~Hogs Not Kept Within City~~ [Animals Prohibited in the City](#): It shall be unlawful for any person to keep [in the city](#): ~~a hog within the city. (1970 Code § 14-7)~~

[1. Fowl, including chickens, turkeys, ducks, geese, or pigeons](#)

[2. Hogs or pigs](#)

[3. Goats](#)

[4. Sheep](#)

[5. Horses](#)

[6. Cows](#)

~~C. Cows; Keeping, Permit Required, Sanitary Requirements:~~

~~1. It shall be unlawful for any person to keep within the city more than one cow. Any person keeping such cow shall obtain from the health inspector a permit which shall be issued without cost to the applicant, and which shall be in force up to January 1 next following issuance. All stables, barns, yards, feeding and milking equipment, appliances and appurtenances shall be subject to the inspection of the health inspector, or his authorized representative, at all reasonable hours, and shall be kept clean and in a sanitary condition.~~

~~2. Notwithstanding the above, no cow shall be maintained or kept within the city except in an area zoned for such keeping. (1970 Code § 14-8; amd. 2001 Code)~~

DC. Outside Privies And Toilets:

1. Construction: All privies, toilets and outhouses used for depositing human excretions shall be made ~~flyproof~~fly proof and erected as follows: the roof shall be watertight; the house shall be without cracks through which flies may enter; the door shall fit closely and be kept closed; the vault, whether pit, box, tank or other receptacle, shall be securely protected against flies and all openings for ventilation shall be screened with wire netting. (1970 Code § 14-9)

2. Contractors To Provide For Employees: It shall be the duty of all contractors in charge of the construction of any building or work where five (5) or more persons are employed, to provide a privy for every twenty five (25) or less employees or workers, such privy to be constructed and maintained in accordance with the provisions of subsection D1 of this section. (1970 Code § 14-10; amd. 2001 Code)

ED. Empty Buildings Kept Locked: The owners or agents or persons in charge of unoccupied buildings or structures within the city shall keep such buildings and structures closed and securely locked. (1970 Code § 14-11)

~~F. Offensive Condition Of Premises, Soap Factories: Any owner or occupant of any soap factory, tannery, slaughterhouse, hide house, skinning or rendering establishment, or other place in the city who shall suffer or permit the same to become nauseous, foul or offensive and detrimental to the health of the citizens residing or passing in the vicinity of such place, shall be guilty of a class B misdemeanor and upon conviction, subject to penalty as provided in section 1-4-1 of this code. (1970 Code § 14-12; amd. 2001 Code)~~

GE. ~~Slaughterhouse~~; Market; Meat Shop: It shall be unlawful for the owner or occupant of any slaughterhouse, market, meat shop or other place wherein any animals are slaughtered, kept or

sold, to permit the premises or yard connected therewith to remain unclean or in any state or condition detrimental to the health of any person. (1970 Code § 14-13)

H.G. Unclean Drain Or Garbage Receptacle: It shall be unlawful for any person to cause or permit any unclean, stinking or foul, defective or filthy drain, ditch, tank or gutter, or any leaking or broken slop, garbage or manure box, or receptacle of similar character, to remain on his premises. (1970 Code § 14-14)

H.I. Refuse Accumulation: It shall be unlawful for any person to permit vegetables, waste, litter, garbage, filth or refuse of any nature, kind or description, detrimental to health, to accumulate within or upon any private alley, yard or area, except when the same is temporarily deposited for removal. (1970 Code § 14-15)

~~J. Manure Accumulation In Stable: It shall be unlawful for any person having charge of any stable, stall, shed, apartment or yard in which any animal shall be kept, or in any place within the city in which manure or liquid discharges of any animal shall accumulate or collect, to permit such stable, stall, shed, apartment or yard to be kept in an unclean or unsanitary condition. (1970 Code § 14-16)~~

~~K. Fowl Kept In Enclosure:~~

~~1. It shall be unlawful for any person to keep chickens, ducks, pigeons or other fowl in the city unless the same are at all times kept confined in proper pens or enclosures. All such pens or enclosures shall be kept in a clean and sanitary condition and shall not be placed or maintained within seventy five feet (75') of any dwelling.~~

~~2. Notwithstanding this provision, no fowl shall be maintained or kept within the city unless the area wherein the fowl are kept or to be kept is zoned so as to allow such keeping. (1970 Code § 14-18; amd. 2001 Code)~~

L.I. Sanitary Premises: No person shall keep, operate or conduct any place of business at which birds, pigeons, guinea pigs, dogs, cats or other animals are kept for exhibition, sale or offered for sale, unless such place shall be kept in a clean and sanitary condition, and subject at all times to inspection by the health inspector or his authorized representative, and the health inspector is hereby authorized and empowered to close such place of business if the same shall not be kept clean and sanitary, and keep the same closed until the same shall be placed in a clean and

sanitary condition, and for the failure to keep such place in a sanitary condition, the owner, proprietor or manager thereof shall be subject to the penalty provided by this code. (1970 Code § 14-19)

~~MJ.~~ Dirt, Waste, Rags, Casks: Whenever there shall be found in or about any lot or place or piece of ground any dirt gathered in cleaning yards, waste of mills or factories, or any rags, damaged merchandise, wet, broken or leaking barrels, casks or boxes of any materials which are offensive or tend to decay, to become putrid or to render the atmosphere impure or unwholesome, the same shall be deemed a nuisance and it shall be unlawful for any person occupying or owning such premises to fail to abate the same. (1970 Code § 14-20)

~~N. Bone Crushing, Glue Making Businesses: The business of bone crushing, bone boiling, fat boiling, gut cleaning or the making of glue, or the manufacture of fertilizing material, from any dead animal, or part thereof, or any boiling of offal, swill, fat or grease, which shall be done or carried on in any offensive, unclean or defective manner in any building, yard or lot of ground within the city, shall be deemed a nuisance, and it shall be unlawful for the owner or manager of any such business to fail to abate the same. (1970 Code § 14-21)~~

~~OK.~~ Smoke Emission:

1. The emission of dense or thick, black or grey smoke, or cinders from any smokestack or chimney used in connection with any stationary engine, locomotive, steam boiler or furnace of any description, within the city, shall be deemed and is hereby declared to be a public nuisance.
2. The owner, agent, lessee or occupant of any building of any description from the smokestack or chimney of which there shall be issued or shall issue, or be emitted, thick or dense black or grey smoke, or cinders within the city, shall be deemed and held guilty of creating a public nuisance, and of violating this chapter and its provisions.
3. Nothing in this subsection shall be construed as applying to the chimneys of buildings used exclusively for private residences.
4. Nothing in this subsection shall be construed as preempting or negating any county, state or federal regulation or law governing emissions from smokestacks or chimneys. (1970 Code § 14-22; amd. 2001 Code)

P.L. Coal Unloading: It shall be unlawful for any person to unload coal or unload ashes or other substances in such manner that the dust arising therefrom is offensive or injurious to any person or the business of any person. All such coal or ashes when unloaded in such place is likely to be offensive, shall be sprinkled with water sufficient to prevent dust. (1970 Code § 14-23)

Q.M. Putrid Fat: It shall be unlawful for any person to keep, collect or use or permit to be kept, collected or used in any manner detrimental to health, any stale, putrid or noisome fat, grease or other offensive matter, or to throw or place in or on any street, alley, sidewalk, gutter or ditch, aqueduct, canal or property of another, any waste material. (1970 Code § 14-24)

~~R. Unlawful Keeping Of Animals: It shall be unlawful for any person to keep or have in his possession any animal, including dogs, whether licensed or unlicensed, which annoys, injures or endangers the comfort, repose, health or safety of three (3) or more persons. (1970 Code § 14-25)~~

5-1-11: SALE OF ANIMALS:

~~A. Animals Or Fowl: It shall be unlawful for any person to sell, offer for sale, barter or give away ducklings in any quantity less than two (2), or other fowl under two (2) months of age in any quantity less than six (6). Animals or fowl offered for sale shall not be artificially dyed or colored. Nothing in this provision shall be construed to prohibit the raising of fowl by a private individual for his personal use and consumption; provided, that he shall maintain proper brooders and other facilities for the care and containment of such animals or fowl while they are in his possession, and comply with all zoning ordinances relating thereto.~~

B.A. Premiums And Novelties: It shall be unlawful for any person to offer as a premium, prize, award, novelty or incentive to purchase merchandise, any live animal.

€B. Pet Turtles: It shall be unlawful for any pet shop to sell any Pseudemys Scripta-Elegans, or P. Troostii family Testudinidae, "pet turtles", less than four inches (4") in diameter or in contravention of any state or federal law or regulation dealing with same. (Ord. 670, 11-13-1979)

10-14-6: ANIMALS AND FOWL:

No area in the city is zoned for the keeping of farm animals or fowl. This includes, but is not limited to, chickens, turkeys, ducks, geese, pigeons, hogs, pigs, goats, sheep, horses, and cows. Cats and dogs are allowed, but are restricted to two dogs and/or three cats per residence. Refer to 5-1-13(G) of this code.

~~No barn, coop, pen or corral will be maintained closer than one hundred feet (100') to any street, twenty five feet (25') to any lot line and seventy five feet (75') to any dwelling on an adjacent lot. (Ord. 17-23, 11-21-2017, eff. 11-21-2017)~~

10-5.1A-8-2: PARKING REQUIREMENTS:

A. General Requirements For Parking: Off street parking spaces shall be provided in conformance with tables 8.2(1), ~~"Required Bicycle Parking", and 8.2(2)~~, "Required Off Street Vehicular Parking", of this section.

1. Required Accessible Parking: Parking facilities accessible for persons with disabilities shall be in compliance with or better than the standards detailed in the state accessibility code, including quantity, size, location, and accessibility.
2. Requirements For Unlisted Uses: Upon receiving a site plan approval, occupancy certificate, or other permit application for a use not specifically addressed in this section, the city manager or designee is authorized to apply off street parking standards specified for the use deemed most similar to the proposed use. In instances where an equivalent may not be clearly determined, the city manager or designee may require the applicant to submit a parking study or other evidence that will help determine the appropriate requirements.
3. Private Off Premises Parking: Where private off site parking facilities are approved, such facilities shall be in the same possession as the zoning lot occupied by the building or use to which the parking facilities are accessory.
 - a. Possession: Such possession may be either by deed or lease, guaranteeing availability of the parking commensurate with the use served by the parking.
 - b. Agreement: The agreement providing for the use of off site parking, executed by the parties involved, shall be in a form approved by the city attorney and filed with the city manager or designee.
 - c. Duration: The deed or lease shall require the owner to maintain the required number of parking facilities for the duration of the use served or of the deed or lease, whichever shall terminate sooner.
 - d. Location Of Parking: Any off premises parking must be within one thousand three hundred feet (1,300') from the entrance of the use to the closest parking space measured along a dedicated pedestrian path.
4. Tandem Parking: Tandem parking is permitted with approval of the city manager or designee through the site plan review process.

B. Required Vehicular ~~And Bicycle~~ Parking: Tables 8.2(1) ~~and 8.2(2)~~ of this section outline the required vehicular ~~and bicycle~~ parking requirements.

1. Organized By Use: The parking requirements are organized by use, in a similar fashion to section [10-5.1A-4-1](#), table 4.1(1) of this article, use table.
 - a. Parking rates are provided for general use categories; these numbers are applicable for all of the uses within these categories.
 - b. If a specific use requires a different parking rate than its use category, it is also listed in tables 8.2(1) ~~and 8.2(2)~~ of this section, required vehicular ~~and bicycle~~ parking.

2. Vehicular Spaces Required: The vehicular spaces required column indicates the required off street parking ratio, which may be subject to credits and other reductions and a maximum number, as are detailed in this section.
3. Maximum Allowable Vehicular Spaces: When a use requires more than twenty (20) spaces, it is not permitted to provide greater than twenty percent (20%) over the minimum parking requirement.

- a. For those uses with no requirements, the maximum number of spaces required should be no more than the next level up of that use. For example, for neighborhood retail, the number of spaces should be no more than the requirements for general retail.

~~4. Required Bicycle Parking: The required bicycle parking table 8.2(1) of this section indicates the minimum bicycle parking ratio for a given use.~~

~~5.~~4. Computation: Off street parking spaces shall be calculated using the following information:

- a. Area Measurements: The following units of measurements shall be utilized to calculate parking requirements:

(1) Dwelling Unit: Parking standards for residential buildings shall be computed using dwelling unit as the unit of measure, unless otherwise stated.

(2) Gross Square Footage: Unless otherwise expressly stated, parking standards for nonresidential uses shall be computed on the basis of gross floor area in square feet.

(3) Occupancy Or Capacity Based Measurements: Parking spaces required per available seat or per employee, student, or occupant shall be based on the greatest number of persons on the largest shift, the maximum number of students enrolled, or the maximum fire rated capacity, whichever measurement is applicable.

(4) Bench Seating: For uses in which users occupy benches, pews, or other similar seating facilities, each twenty four inches (24") of such seating shall be counted as one seat.

- a. Fractions: When computation of the number of required off street parking spaces results in a fractional number, any result of 0.5 or more shall be rounded up to the next consecutive whole number. Any fractional result of less than 0.5 may be rounded down to the previous consecutive whole number.
- b. Multiple Uses On A Lot: When there are multiple uses on a lot, required spaces shall be calculated as an amount equal to the total requirements for all uses on the lot, unless the uses qualify for shared, cooperative, or other credits to reduce parking. (Refer to subsections C and D of this section.)

TABLE 8.2(1)
REQUIRED BICYCLE PARKING

Use	Bicycle Spaces
Multi-family	Minimum 2 spaces or 0.5 space per bedroom, whichever is greater
Civic/institutional	Minimum 2 spaces, 1 per additional 10,000 square feet
Retail	Minimum 2 spaces, 1 per additional 5,000 square feet
Services	Minimum 2 spaces, 1 per additional 5,000 square feet
Office	Minimum 2 spaces, 1 per additional 10,000 square feet
Open space	Per city manager or designee

TABLE 8.2(12)
REQUIRED OFF STREET VEHICULAR PARKING

Use	Required Vehicle Space
Residential:	
Single-family, all sizes, or multi-family, 1 bedroom	1.5 per dwelling unit
Multi-family, 2 bedrooms	2 per dwelling unit
Multi-family, 3 or 3+ bedrooms	2 per dwelling unit
Hotel and inn	1 per room and 1 per 200 square foot office and dining room
Residential care	0.33 per unit and 0.66 per employee
Civic/institutional:	
Assembly	1 per 5 seats
Transit station	Per city manager or designee
Hospital	0.20 per bed and 0.66 per employee

	Library/museum/post office (no distribution)	1 per 600 square feet
	Police and fire	Per city manager or designee
	Post office (distribution)	1 per 400 square feet
	School:	
	Pre-K to junior high	1 per classroom and 1 per 200 square foot office
	High school, higher education	1 per classroom, 1 per 200 square foot office, and 0.17 per student
	Retail:	
	Neighborhood retail	1 per 300 square feet
	General retail	1 per 300 square feet
	Outdoor sales lot	1 per 250 square feet of sales area, with 1 per 10 vehicle display
	Service:	
	Neighborhood service	1 per 250 square feet
	General service	1 per 250 square feet
	Eating and drinking establishments	1.0 per 3 seats plus $\frac{1}{3}$ number of employees
	Vehicle services	2 per service bay and 1 per 200 square feet of retail
	Office and industrial:	
	Neighborhood, general office	1 per 300 square feet
	Craftsman industrial	1 per 1,000 square feet of production space and 1 per 500 square feet of retail space
	Open space and recreation:	
	Open space and recreation	Per city manager or designee

C. Multiple Use Reductions: The following reductions may be taken for multiple nonresidential uses:

1. Shared Vehicular Parking: An arrangement in which two (2) or more nonresidential uses with different peak parking demands use the same off street parking spaces to meet their off street parking requirements.
 - a. General Provisions: Through review of the site plan the city manager or designee may permit up to one hundred percent (100%) of the parking required for a daytime use to be supplied by the off street parking spaces provided for a nighttime or Sunday use and vice versa.
 - b. Approval: In order to approve a shared parking arrangement, the city manager or designee must find, based on competent evidence provided by the applicant, that there is no substantial conflict in the principal operating hours of the uses for which the sharing of parking is proposed.
 - c. Description Of Uses With Weekday, Nighttime, And Sunday Peak Parking:
 - (1) The following uses are considered predominantly weekday uses: office and industrial uses and other similar uses as authorized by the city manager or designee.
 - (2) The following uses are typically considered predominantly nighttime or Sunday uses: eating and drinking establishments, assembly uses, and other similar uses with peak activity at night or on Sundays, as authorized by the city manager or designee.
2. Cooperative Vehicular Parking: When two (2) or more categories of non-single-family residential uses share a parking lot and are located on the same lot or adjacent lots, the following applies:
 - a. General Provisions: Cooperative parking will be approved in accordance with the following. Refer to table 8.2(~~3~~2) of this section.
 - (1) For each applicable land use category, calculate the number of spaces required as if it were the only use. Refer to table 8.2(~~2~~1) of this section.
 - (2) Use the figures for each individual land use to calculate the number of spaces required for that use for each time period specified in table 8.2(~~3~~2) of this section. This table establishes six (6) time periods per use.
 - (3) For each time period, add the number of spaces required for all applicable land uses to obtain a grand total for each of the six (6) time periods.
 - (4) Select the time period with the highest total parking requirement and use that as the total number of parking spaces required for the site on a share parking basis.
 - b. Uses In Different Buildings: Through review of the site plan the city manager or designee may approve the cooperative agreement if any of the uses are not located in the same structure or building.

- c. **Location Of Cooperative Parking:** Any cooperative parking must be within six hundred sixty feet (660') from the entrance of the use to the closest parking space within the cooperative parking lot, measured along a dedicated pedestrian path.
- d. **Off Site Cooperative Parking Agreement:** An agreement approved by the city attorney providing for cooperative use of off site parking spaces, executed by the parties involved, shall be reviewed by the city manager or designee during review of the site plan.

(1) Off site cooperative parking arrangements shall continue in effect only as long as the agreement remains in force.

(2) If the agreement is no longer in force, then parking must be provided as otherwise required in this section.

TABLE 8.2(32)
COOPERATIVE OR SHARED VEHICULAR PARKING SPACES

Use Category	Weekdays			Weekends		
	Midnight - 7:00 A.M.	7:00 A.M. - 6:00 P.M.	6:00 P.M. - Midnight	Midnight - 7:00 A.M.	7:00 A.M. - 6:00 P.M.	6:00 P.M. - Midnight
Residential	100%	50%	80%	100%	80%	80%
Retail and service	5%	100%	80%	5%	100%	60%
Hotel and inn	100%	65%	100%	100%	65%	100%
Place of worship	0%	30%	50%	0%	100%	75%
Eating and drinking establishment	50%	70%	100%	70%	60%	100%
Office	5%	100%	5%	5%	5%	5%
Theater/entertainment	5%	30%	100%	5%	80%	100%

D. **Parking Credits:** Vehicular parking standards in table 8.2(21) of this section may be reduced by achieving one or all of the following credits:

1. **On Street Parking Credit:** For all nonresidential uses, on street parking spaces that meet the following shall be credited one for one against the parking requirement:
 - a. Spaces shall be designated on street parking available twenty four (24) hours of every day.

- b. On street space must be located adjacent to the property line.
- 2. Public Parking Credit: For all nonresidential uses, public parking spaces located within six hundred sixty feet (660') of any property line may be credited against the parking requirement at a rate of one credit for every three (3) public parking spaces.
- 3. Transit Credit: For all uses, vehicular parking requirements may be reduced with proximity to any commuter rail station or transit line with up to fifteen (15) minutes headways. Proximity is measured along a walking path from any point along the property line to the platform or transit stop.
 - a. Within four hundred feet (400'): A reduction of fifteen percent (15%) of the required off street parking.
 - b. Within eight hundred feet (800'): A reduction of ten percent (10%) of the required off street parking.
- 4. Car Share Parking Credit: The vehicular parking requirements can be reduced with the inclusion of car share parking spaces as follows:
 - a. Reduction: Per each car share parking space provided, required parking spaces shall be reduced by four (4) spaces.
 - b. Total Reduction: Required parking spaces may be reduced up to forty percent (40%).
 - c. Approval: Applicant must provide documentation of an agreement with a car share company. If this agreement should terminate at any point, applicant shall be required to provide parking as otherwise required herein.
- 5. Other Parking Reductions: Additional reductions may be approved by the City Manager or designee with the submittal of a parking study illustrating the reduction. (Ord. 16-07, 6-21-2016, eff. 6-21-2016)

E. Required Bicycle Parking: Bicycle parking facilities shall be provided for any new use for which vehicular parking is required; or for modification or change of any use listed in Table 8.2(1) that results in the need for additional vehicular parking facilities.

- 1. One bicycle parking space is required for every 20 required vehicular parking spaces for such use, with a minimum requirement of two bicycle parking spaces for any use. There shall be no maximum limits.
- 2. The proposed bicycle parking spaces shall be clearly shown on the site plan indicating location and type.
- 3. Bicycle parking spaces shall:
 - a. Be located on the same lot as the principal use;
 - b. Be located and designed to prevent damage to bicycles by cars;
 - c. Be located so as not to interfere with pedestrian movements;
 - d. Be located in a highly visible, well-lighted area that is located near entrance(s) to the building

- e. Be located to provide safe access from the spaces to the public right-of-way or bicycle lane;
- f. Be designed to accommodate a range of bicycle shapes and sizes, and to allow the frame and wheel(s) of each bicycle to be supported and secured against theft without interfering with adjacent bicycles;
- g. Be anchored to resist removal by vandalism and resistant to rust or corrosion.
- h. Not be located on sidewalks or in areas that obstruct pedestrian traffic flow.
- i. Be located within one hundred (100) feet of a primary building entrance.

10-5.1B-8-2: PARKING REQUIREMENTS:

- A. General Requirements For Parking: Off-street parking spaces shall be provided in conformance with tables 8.2(1), ~~"Required Bicycle Parking", and 8.2(2)~~, "Required Off-Street Vehicular Parking", of this section.
 - 1. Required Accessible Parking: Parking facilities accessible for persons with disabilities shall be in compliance with or better than the standards detailed in the State Accessibility Code, including quantity, size, location, and accessibility.
 - 2. Requirements For Unlisted Uses: Upon receiving a site plan approval, occupancy certificate, or other permit application for a use not specifically addressed in this section, the City Manager or designee is authorized to apply off-street parking standards specified for the use deemed most similar to the proposed use. In instances where an equivalent may not be clearly determined, the City Manager or designee may require the applicant to submit a parking study or other evidence that will help determine the appropriate requirements.
 - 3. Private Off-Premises Parking: Where private off-site parking facilities are approved, such facilities shall be in the same possession as the zoning lot occupied by the building or use to which the parking facilities are accessory.
 - a. Possession: Such possession may be either by deed or lease, guaranteeing availability of the parking commensurate with the use served by the parking.
 - b. Agreement: The agreement providing for the use of off-site parking, executed by the parties involved, shall be in a form approved by the City Attorney and filed with the City Manager or designee.
 - c. Duration: The deed or lease shall require the owner to maintain the required number of parking facilities for the duration of the use served or of the deed or lease, whichever shall terminate sooner.
 - d. Location Of Parking: Any off-premises parking must be within one thousand three hundred feet (1,300') from the entrance of the use to the closest parking space measured along a dedicated pedestrian path.

4. Tandem Parking: Tandem parking is permitted with approval of the City Manager or designee through the site plan review process.

B. Required Vehicular ~~And Bicycle~~ Parking: Tables 8.2(1) ~~and 8.2(2)~~ of this section outlines the required vehicular ~~and bicycle~~ parking requirements.

1. Organized By Use: The parking requirements are organized by use, in a similar fashion to section 10-5.1B-4-1, table 4.1(1) of this article, use table.
 - a. Parking rates are provided for general use categories; these numbers are applicable for all of the uses within these categories.
 - b. If a specific use requires a different parking rate than its use category, it is also listed in tables 8.2(1) ~~and 8.2(2)~~ of this section, required vehicular ~~and bicycle~~ parking.
2. Vehicular Spaces Required: The vehicular spaces required column indicates the required off-street parking ratio, which may be subject to credits and other reductions and a maximum number, as are detailed in this section.
3. Maximum Allowable Vehicular Spaces: When a use requires more than twenty (20) spaces, it is not permitted to provide greater than twenty percent (20%) over the minimum parking requirement.
 - a. For those uses with no requirements, the maximum number of spaces required should be no more than the next level up of that use. For example, for neighborhood retail, the number of spaces should be no more than the requirements for general retail.

~~4. Required Bicycle Parking: The required bicycle parking table 8.2(1) of this section indicates the minimum bicycle parking ratio for a given use.~~

~~5.~~4. Computation: Off-street parking spaces shall be calculated using the following information.

- a. Area Measurements: The following units of measurements shall be utilized to calculate parking requirements.
 - (1) Dwelling Unit: Parking standards for residential buildings shall be computed using dwelling unit as the unit of measure, unless otherwise stated.
 - (2) Gross Square Footage: Unless otherwise expressly stated, parking standards for non-residential uses shall be computed on the basis of gross floor area in square feet.
 - (3) Occupancy- Or Capacity-Based Measurements: Parking spaces required per available seat or per employee, student, or occupant shall be based on the

greatest number of persons on the largest shift, the maximum number of students enrolled, or the maximum fire-rated capacity, whichever measurement is applicable.

(4) Bench Seating: For uses in which users occupy benches, pews, or other similar seating facilities, each twenty four inches (24") of such seating shall be counted as one seat.

- b. Fractions: When computation of the number of required off-street parking spaces results in a fractional number, any result of 0.5 or more shall be rounded up to the next consecutive whole number. Any fractional result of less than 0.5 may be rounded down to the previous consecutive whole number.
- c. Multiple Uses On A Lot: When there are multiple uses on a lot, required spaces shall be calculated as an amount equal to the total requirements for all uses on the lot, unless the uses qualify for shared, cooperative, or other credits to reduce parking. (Refer to subsections C and D of this section.)

TABLE 8.2(1)
REQUIRED BICYCLE PARKING

Use	Bicycle Spaces
Multifamily	Minimum 2 spaces or 0.5 space per bedroom, whichever is greater
Civic/institutional	Minimum 2 spaces, 1 per additional 10,000 square feet
Retail	Minimum 2 spaces, 1 per additional 5,000 square feet
Services	Minimum 2 spaces, 1 per additional 5,000 square feet
Office	Minimum 2 spaces, 1 per additional 10,000 square feet
Open space	Per City Manager or designee

TABLE 8.2(21)
REQUIRED OFF-STREET VEHICULAR PARKING

Use		Required Vehicle Space
Residential:		
	Single-family, all sizes, or multifamily, 1 bedroom	1.5 per dwelling unit
	Multifamily, 2 bedrooms	2 per dwelling unit
	Multifamily, 3 or 3+ bedrooms	2 per dwelling unit
	Hotel and inn	1 per room and 1 per 200 square foot office and dining room
	Residential care	0.33 per unit and 0.66 per employee
Civic/institutional:		
	Assembly	1 per 5 seats
	Transit station	Per City Manager or designee
	Hospital	0.20 per bed and 0.66 per employee
	Library/museum/Post Office (no distribution)	1 per 600 square feet
	Police and fire	Per City Manager or designee
	Post Office (distribution)	1 per 400 square feet
School:		
	Pre K to junior high	1 per classroom and 1 per 200 square foot office

	High school, higher education	1 per classroom, 1 per 200 square foot office, and 0.17 per student
Retail:		
	Neighborhood retail	1 per 300 square feet
	General retail	1 per 300 square feet
	Outdoor sales lot	1 per 250 square feet of sales area, with 1 per 10 vehicle display
Service:		
	Neighborhood service	1 per 250 square feet
	General service	1 per 250 square feet
	Eating and drinking establishments	1.0 per 3 seats plus $\frac{1}{3}$ number of employees
	Vehicle services	2 per service bay and 1 per 200 square feet of retail
Office and industrial:		
	Neighborhood, general office	1 per 300 square feet
	Craftsman industrial	1 per 1,000 square feet of production space and 1 per 500 square feet of retail space
Open space and recreation:		
	Open space and recreation	Per City Manager or designee

C. Multiple Use Reductions: The following reductions may be taken for multiple non-residential uses.

1. Shared Vehicular Parking: An arrangement in which two (2) or more non-residential uses with different peak parking demands use the same off-street parking spaces to meet their off-street parking requirements.

- a. General Provisions: Through review of the site plan the City Manager or designee may permit up to one hundred percent (100%) of the parking required for a daytime use to be supplied by the off-street parking spaces provided for a nighttime or Sunday use and vice versa.
 - b. Approval: In order to approve a shared parking arrangement, the City Manager or designee must find, based on competent evidence provided by the applicant, that there is no substantial conflict in the principal operating hours of the uses for which the sharing of parking is proposed.
 - c. Description Of Uses With Weekday, Nighttime, And Sunday Peak Parking:
 - (1) The following uses are considered predominantly weekday uses: office and industrial uses and other similar uses as authorized by the City Manager or designee.
 - (2) The following uses are typically considered predominantly nighttime or Sunday uses: eating and drinking establishments, assembly uses, and other similar uses with peak activity at night or on Sundays, as authorized by the City Manager or designee.
2. Cooperative Vehicular Parking: When two (2) or more categories of non-single family residential uses share a parking lot and are located on the same lot or adjacent lots, the following applies:
- a. General Provisions: Cooperative parking will be approved in accordance with the following. Refer to table 8.2(~~3~~2) of this section.
 - (1) For each applicable land use category, calculate the number of spaces required as if it were the only use. Refer to table 8.2(~~2~~1) of this section.
 - (2) Use the figures for each individual land use to calculate the number of spaces required for that use for each time period specified in table 8.2(~~3~~2) of this section. This table establishes six (6) time periods per use.
 - (3) For each time period, add the number of spaces required for all applicable land uses to obtain a grand total for each of the six (6) time periods.
 - (4) Select the time period with the highest total parking requirement and use that as the total number of parking spaces required for the site on a share parking basis.
 - b. Uses In Different Buildings: Through review of the site plan the City Manager or designee may approve the cooperative agreement if any of the uses are not located in the same structure or building.
 - c. Location Of Cooperative Parking: Any cooperative parking must be within six hundred sixty feet (660') from the entrance of the use to the closest parking space within the cooperative parking lot, measured along a dedicated pedestrian path.

- d. Off-Site Cooperative Parking Agreement: An agreement approved by the City Attorney providing for cooperative use of off-site parking spaces, executed by the parties involved, shall be reviewed by the City Manager or designee during review of the site plan.

(1) Off-site cooperative parking arrangements shall continue in effect only as long as the agreement remains in force.

(2) If the agreement is no longer in force, then parking must be provided as otherwise required in this section.

TABLE 8.2(32)

COOPERATIVE OR SHARED VEHICULAR PARKING SPACES

Use Category	Weekdays			Weekends		
	Midnight - 7:00 A.M.	7:00 A.M. - 6:00 P.M.	6:00 P.M. - Midnight	Midnight - 7:00 A.M.	7:00 A.M. - 6:00 P.M.	6:00 P.M. - Midnight
Residential	100%	50%	80%	100%	80%	80%
Retail and service	5%	100%	80%	5%	100%	60%
Hotel and inn	100%	65%	100%	100%	65%	100%
Place of worship	0%	30%	50%	0%	100%	75%
Eating and drinking establishment	50%	70%	100%	70%	60%	100%
Office	5%	100%	5%	5%	5%	5%
Theater/entertainment	5%	30%	100%	5%	80%	100%

D. Parking Credits: Vehicular parking standards in table 8.2(~~2~~1) of this section may be reduced by achieving one or all of the following credits.

1. On-Street Parking Credit: For all non-residential uses, on-street parking spaces that meet the following shall be credited one for one against the parking requirement.
 - a. Spaces shall be designated on-street parking available twenty four (24) hours of every day.
 - b. On-street space must be located adjacent to the property line.
2. Public Parking Credit: For all non-residential uses, public parking spaces located within six hundred sixty feet (660') of any property line may be credited against the parking requirement at a rate of one credit for every three (3) public parking spaces.
3. Transit Credit: For all uses, vehicular parking requirements may be reduced with proximity to any commuter rail station or transit line with up to fifteen (15) minutes headways. Proximity is measured along a walking path from any point along the property line to the platform or transit stop.
 - a. Within four hundred feet (400'): A reduction of fifteen percent (15%) of the required off-street parking.
 - b. Within eight hundred feet (800'): A reduction of ten percent (10%) of the required off-street parking.
4. Car-Share Parking Credit: The vehicular parking requirements can be reduced with the inclusion of car-share parking spaces as follows.
 - a. Reduction: Per each car-share parking space provided, required parking spaces shall be reduced by four (4) spaces.
 - b. Total Reduction: Required parking spaces may be reduced up to forty percent (40%).
 - c. Approval: Applicant must provide documentation of an agreement with a car-share company. If this agreement should terminate at any point, applicant shall be required to provide parking as otherwise required herein.
5. Other Parking Reductions: Additional reductions may be approved by the City Manager or designee with the submittal of a parking study illustrating the reduction. (Ord. 17-21, 11-21-2017, eff. 11-21-2017)

E. Required Bicycle Parking: Bicycle parking facilities shall be provided for any new use for which vehicular parking is required; or for modification or change of any use listed in Table 8.2(1) that results in the need for additional vehicular parking facilities.

4. One bicycle parking space is required for every 20 required vehicular parking spaces for such use, with a minimum requirement of two bicycle parking spaces for any use. There shall be no maximum limits.

5. The proposed bicycle parking spaces shall be clearly shown on the site plan indicating location and type.
6. Bicycle parking spaces shall:
 - j. Be located on the same lot as the principal use;
 - k. Be located and designed to prevent damage to bicycles by cars;
 - l. Be located so as not to interfere with pedestrian movements;
 - m. Be located in a highly visible, well-lighted area that is located near entrance(s) to the building
 - n. Be located to provide safe access from the spaces to the public right-of-way or bicycle lane;
 - o. Be designed to accommodate a range of bicycle shapes and sizes, and to allow the frame and wheel(s) of each bicycle to be supported and secured against theft without interfering with adjacent bicycles;
 - p. Be anchored to resist removal by vandalism and resistant to rust or corrosion.
 - q. Not be located on sidewalks or in areas that obstruct pedestrian traffic flow.
 - r. Be located within one hundred (100) feet of a primary building entrance.

ORDINANCE NO. 20-19

ORDINANCE OF SOUTH OGDEN CITY AMENDING THE CITY'S CONSOLIDATED FEE SCHEDULE TO INCREASE PARK IMPACT AND RECREATION FEES AND, MAKING NECESSARY CLERICAL AND ADMINISTRATIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE FOR THESE ACTIONS.

Section 1 - Recitals

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

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

WHEREAS, the City Council finds that certain fees, rates, and compensations, should be adjusted as part of the ongoing management of the City; and,

WHEREAS, the City Council finds it is in the best interest of the citizens of the City to confirm, accept, adopt and implement the results, conclusions and recommendations of the staff review by providing for adoption of or changes to certain fees, and to make necessary clerical and administrative changes; and,

WHEREAS, the City Council finds that providing this information in the City's Consolidated Fee Ordinance is an effective way to make this information available to the public; and,

WHEREAS, the City Council of South Ogden City finds it is in the best interest of the City to again amend the consolidated fee schedule set out in prior Ordinances; and,

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

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

Section 2 - Amendment of the City's Consolidated Fee Ordinance & Fee Schedule

Based upon the recommendation of responsible city staff, and the City Manager, and the findings of the City Council, the City's Consolidated Fee Ordinance and Fee Schedule, in particular concerning Park Impact and Recreation Fees, are amended and are now constituted to incorporate those fees and changes as discussed above and the same are adopted as a part of, and will constitute their respective part of, the official fee schedule for South Ogden City as attached as **Attachment "A"**, made a part by this reference and as then set out in the full Consolidated Fee Ordinance.

The foregoing recitals are fully incorporated herein.

Section 3 - Prior Ordinances and Resolutions

That the above fees, where they may have been taken from prior City Ordinances and Resolutions, are listed here for centralization and convenience; and that the body and substance of those prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Repealer of Conflicting Enactments

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

Section 5 - Savings Clause

If any provision of this Ordinance be held or deemed, or shall be invalid, inoperative or unenforceable such will render no other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of South Ogden City.

Section 6 - Date of Effect

Section 6 - Date of Effect

This Ordinance will be effective on the 7th day of July, 2020, and after publication or posting as required by law.

DATED the 7th day of July, 2020

SOUTH OGDEN, a municipal corporation

by: _____
Mayor
Russell Porter

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 20-19

Ordinance Of South Ogden City Amending The City's Consolidated Fee Schedule To Increase Park Impact And Recreation Fees And, Making Necessary Clerical And Administrative Changes; And Providing An Effective Date For These Actions.

07 Jul 20

[Attachment to be provided by City Recorder]

Impact Fees

Park Impact Fees

Adopted June 18, 2019 – Ordinance 19-07

Parks and Open Space Impact Fee –Assessed Rate	
Description	Amount
Single family dwelling	\$ 1,882.54 <u>1,506.03</u>
Multiple family dwellings	See formula below

Method for calculating park impact fee for multiple family dwellings:

- 1) Estimate the population of the development by multiplying the number of units by a density of 2.8 people per residence.
- 2) Divide the number of people by 3.42 to obtain ERUs
- 3) ERUs x \$~~1,882.54~~1,506.03 = Total impact fee

Recreation Fees

Last amended 05 Sep 17

Description	Resident	Non-Resident
Boys Baseball	\$45	\$50
Girls Softball	\$45	\$50
Coed T-ball	\$35 <u>40</u>	\$40 <u>45</u>
Coed T-Ball / Coach Pitch	\$35 <u>40</u>	\$40 <u>45</u>
Youth Football* – All Players Within Our Boundaries**	\$100	\$100
Tennis	\$29 <u>35</u>	\$39 <u>40</u>
<u>Tennis League</u>	<u>\$40</u>	<u>\$45</u>
Track Club	\$25	\$35
Lacrosse	\$25	\$35
Field Rental (With Scoreboard) – per hour rate subject to decision by Parks & Recreation Director		
Girls Volley Ball	\$40	\$45
Kick Ball	\$350 per team	N/A
<u>Coed Soccer</u>	<u>\$35</u>	<u>\$40</u>
Coed Basketball	\$40 <u>45</u>	\$45 <u>50</u>
Girls Basketball	\$45	50.00
Boys Basketball	\$45	50.00
Youth Comp Basketball	\$350	N/A
High School Basketball	\$350	N/A
Adult Men's Basketball	\$400	N/A

Adult Women's Basketball	\$325	N/A
Adult Coed Volleyball	\$225	N/A
Adult Women's Volleyball	\$225	N/A
Adult Coed Dodgeball	\$350	N/A
Men's Dodgeball	\$350	N/A
Women's Dodgeball	\$350	N/A
Youth Futsal (Boys, Girls, Coed)	\$400	N/A
Adult Futsal (Men's, Women's, Coed)	\$425	N/A
Adult Ultimate Frisbee	\$350	N/A
Summer Fun	\$35	\$45
Summer Camps	\$10	\$15
Women's Dodgeball	\$350	N/A
Ultimate Frisbee	\$40	\$45
Cardio Ballroom (8 classes per session)	\$40 per session	
Start Smart Program (8 sessions per program) – Basketball, Baseball, Flag Football, & All-Sport	\$30 per program	\$35 per program
Late Registration Fee	\$5	\$5
<p>Youth (Individual Participant) Refund: Early withdrawal – \$10 minimum fee for any youth refund in addition to any pro-rated fees based on how many games played in after the season begins.</p> <p>Participant will be charged a game jersey fee if refund occurs after league play has started and they were issued a new jersey</p>		
<p>Adult/Comp. Leagues (Team Participant Refunds) –</p> <ul style="list-style-type: none"> • Refunds requested 15 days or more before league play will result in a \$30.00 penalty. • Refunds requested within 14 days of play will result in a 50% penalty. • Refunds requested after league starts will result in a 100% penalty. • Full refunds will not be granted unless league is canceled by the Recreation department. 		

* \$100 Equipment Deposit: Refundable when all equipment is returned.

** Clarifies that the fee is \$100 for players in WFFL boundary whether they are residents or not. (15 Mar 11)

RESOLUTION NO. 20-18

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF INTERLOCAL AGREEMENT BETWEEN SOUTH OGDEN CITY AND WEBER COUNTY, AUTHORIZING THE PARTIES TO ENTER INTO AN AGREEMENT WHEREIN WEBER COUNTY WILL PROVIDE SERVICES RELATED TO DISTRIBUTION OF CARES ACT FUNDING FOR THE CITY'S FUNDING UNDER THE ACT; AUTHORIZING THE MAYOR TO SIGN SUCH AN AGREEMENT AND RATIFYING HIS PRIOR SIGNATURE OF THAT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

WHEREAS, the City of South Ogden (“City”) is a municipal corporation duly organized and existing under the laws of 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 under the Utah Interlocal Co-operation Act UC §11-13-1, et seq., as amended, (the “Act”), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another for joint or cooperative action under the Act; and,

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

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

WHEREAS, the City Council finds that Weber County has the ability, and is willing, to provide services to South Ogden City to support Distribution of the City's Allocation of CARES Act Funding and to provide those and other related services on behalf of the City in a manner that is beneficial to the City (the “Agreements”); and,

WHEREAS, the City Council finds that signing and supporting the Agreement is in the best interest of the citizens of South Ogden City and a necessary condition to effectively provide for the Distribution of the City's Allocation of CARES Act Funding; and,

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

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

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

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

The Governing Body of South Ogden City, State of Utah, authorizes entry into all agreements with Weber County that may be necessary to effectuate the County's assistance and service provision in conducting the Distribution of the City's Allocation of CARES Act Funding, including but not limited to "Interlocal Cooperation Agreement For The Distribution Of Cares Act Funding", as set out in **Attachment "A"** attached, and by this reference fully incorporated herein; and authorizes the Mayor to sign all contracts, agreements, or other documents necessary to consummate said agreements; and, authorizes the City Recorder to sign any documents as required attesting to the fact that the Mayor has been duly authorized to sign such arrangements on behalf of the City.

The foregoing Recitals are fully 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 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 7th day of July, 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 7th day of July, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 20-18

A Resolution Approving And Authorizing The Execution Of Interlocal Agreement Between South Ogden City And Weber County, Authorizing The Parties To Enter Into An Agreement Wherein Weber County Will Provide Services Related To Distribution Of Cares Act Funding For The City's Funding Under The Act; Authorizing The Mayor To Sign Such An Agreement And Ratifying His Prior Signature Of That Agreement; And Providing For An Effective Date

07 Jul 20

INTERLOCAL COOPERATION AGREEMENT FOR THE DISTRIBUTION OF CARES ACT FUNDING

This agreement is made by and between Weber County, a body politic of the State of Utah ("County"), and the following undersigned municipalities: Farr West, Hooper, Hunstville, Marriott-Slaterville, North Ogden, Plain City, Pleasant View, Riverdale, Roy, South Ogden, Washington Terrace, and West Haven ("Cities"), individually referred to as "Party" and jointly referred to as "Parties," pursuant to the provisions of the Interlocal Cooperation Act, §§ 11-13-101 et seq., Utah Code Annotated, 1953, as amended.

RECITALS

WHEREAS, the State of Utah is distributing a portion of its Coronavirus Relief Fund ("CRF") provided by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to Utah's counties and municipalities through a population-based formula; and

WHEREAS, each eligible local government will initially be paid one-third of its CRF allocation from the State with the remaining two-thirds to be disbursed at a future date, subject to the availability of funding; and

WHEREAS, the CRF can only be used to cover necessary expenditures and losses incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, necessary expenditures include direct emergency response activities, such as addressing public health needs, but also expenses required to respond to second-order effects of COVID-19, such as providing economic support to businesses and individuals that have been financially impacted by the pandemic; and

WHEREAS, each City has received its initial one-third installment and desires to contract with the County to distribute these funds pursuant to the terms of this agreement;

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

SECTION ONE TERM OF AGREEMENT

1. This agreement shall commence on the 1st day of July 2020, and continue through and including the 30th day of June 2021, unless terminated earlier. The agreement may be extended on a year-to-year basis as needed through a written amendment.
2. Notwithstanding the provisions of this agreement, individual Cities may terminate their participation in this agreement at any time by giving ninety (90) days written notice to the County.

SECTION TWO SCOPE OF SERVICES

3. Each City shall provide to County at least 90% of the initial distribution of its CRF funds. Distribution percentages of future installments shall be determined through a written amendment to this agreement. Cities' CRF funds shall only be used as specified in this or other future agreements between the Parties.

4. Each City may retain 10% of the initial distribution to reimburse the City for expenditures that are authorized by section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

5. County shall distribute CRF funds to businesses and non-profit organizations located within the County and Cities that have been financially impacted by COVID-19 ("Businesses").

6. Businesses desiring to receive CRF funds shall complete a grant application made available by County. County shall accept grant applications on a rolling basis until all CRF funds are exhausted.

7. County will develop a governing policy outlining the process for receiving and objectively evaluating grant applications. Businesses must meet certain criteria to be eligible to receive CRF funds including, but not limited to the following:

- a) Businesses must have a location within County boundaries;
- b) Businesses must have experienced a significant impact from the COVID-19 pandemic;
- c) Businesses must be open, or plan to reopen as of the date an application for CRF funds is submitted;
- d) Businesses must be current on property taxes and have no legal actions against or from any of the Cities or County;
- e) Business owners must be 18 years or older and have a valid employer identification number (EIN), or a valid social security number for sole proprietors; and
- f) Businesses must have the ability to document and report on funds received.

8. Businesses may use CRF funds to reimburse the costs of business interruptions incurred as a result of COVID-19, such as changes to buildings to encourage social distancing, purchases of personal protective equipment or cleaning and sanitation supplies. Businesses may also receive a grant of economic support if their business was affected by decreased customer demand as a result of the public health emergency. These grants will be based on the loss of net income from March 1 through May 31, 2020.

9. County shall require Businesses that receive CRF funds to adhere to the CARES Act and any current or future guidance related to the CRF funds. County shall also require Businesses to retain documentation related to any uses of the funds, including but not limited to invoices, sales receipts, and payroll expenditures.

10. County may also use funds to assist individuals who have been laid off, furloughed, or otherwise significantly financially impacted by the COVID-19 pandemic. Such assistance may involve helping individuals enroll in government benefit programs, helping to prevent eviction and to assist in preventing homelessness, providing employment and training programs, and to ease other COVID-19 related financial hardships.

11. Time is of the essence in distributing CRF funds, and County shall work toward distributing all CRF funds from the initial distribution by the end of August 2020.

SECTION THREE REIMBURSEMENT FOR SERVICES PROVIDED

12. Each City agrees that County will not receive any compensation from the City for services provided under this agreement. However, County may be reimbursed out of CRF funds for any costs incurred by County in distributing, monitoring, and accounting for the use of any CRF funds as authorized by section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

SECTION FOUR RECORDS

13. All records created or received by County in accordance with this agreement (“CRF Records”) shall be County records. County agrees to keep all records in a manner approved by the County Auditor and agrees that said records shall be open for examination by any of the Cities at any reasonable time.

14. Cities shall coordinate with each other and designate two representatives (“Representatives”) to assist the County in evaluating grant applications in accordance with the terms of this agreement, provisions in the CARES Act, and any relevant regulations.

SECTION FIVE EMPLOYEES

15. It is the intent of this agreement that County employees shall be deemed to be employees of County for all purposes, including, but not limited to, workers compensation, social security, employment insurance, and other benefits provided to County employees. City employees shall be deemed to be employees of each respective City for all purposes, including, but not limited to, workers compensation, social security, employment insurance, and other benefits provided to their employees.

SECTION SIX INDEMNIFICATION

16. County agrees to indemnify and hold each City and its agents, officials, and employees

harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of County in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.

17. Each City agrees to indemnify and hold the County and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the City in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.

18. Notwithstanding the foregoing, County and Cities are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). Neither County nor any City waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION SEVEN ADMINISTRATION

19. This agreement does not contemplate any separate legal entity to provide for its administration and none shall be required. The agreement shall be administered by the governing bodies of all participating Parties hereto.

SECTION EIGHT MISCELLANEOUS

20. **Amendment.** This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and participating Cities.

21. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties hereby agree as follows:

- a. This agreement shall not be effective until approved by resolutions of the governing bodies of the County and the participating Cities.
- b. This agreement shall be submitted to an authorized attorney for each Party who shall approve the agreement as being in proper form and compatible with the laws of the State of Utah.
- c. The Parties agree that a signed copy of this agreement will be filed with the keeper of the public records of each entity.
- d. The Parties agree that they are not creating an interlocal entity by this agreement.
- e. No real or personal property will be acquired, held, or disposed of or used in conjunction with a joint or cooperative undertaking.

22. **No Third Party Beneficiary.** Nothing in this agreement shall create or be 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.

23. **Further Assurance.** Each of the Parties agrees to cooperate in good faith with the other 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.

24. **Severability.** If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, 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. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this agreement.

25. **Governing Law.** This agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

26. **Headings.** The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

27. **Counterparts.** This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.

28. **Entire Agreement.** This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

[signatures on the following pages]

BOARD OF COUNTY COMMISSIONERS

OF WEBER COUNTY

By _____
Gage Froerer, Chair

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

Weber County Clerk/Auditor

Weber County Attorney's Office

FARR WEST CITY

Interlocal Agreement
CARES Act Funding
Pg. 6

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

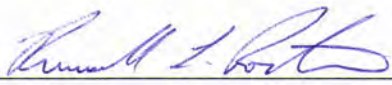
City Recorder

City Attorney

HOOPER CITY

Interlocal Agreement
CARES Act Funding
Pg. 7

SOUTH OGDEN CITY

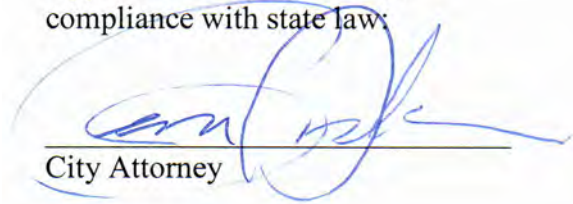
By 
_____, Mayor

Date June 29, 2020

ATTEST:


City Recorder

Approved as to form and for
compliance with state law:


City Attorney

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

MARRIOTT-SLATERVILLE CITY

Interlocal Agreement
CARES Act Funding
Pg. 9

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

NORTH OGDEN CITY

Interlocal Agreement
CARES Act Funding
Pg. 10

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

PLAIN CITY

Interlocal Agreement
CARES Act Funding
Pg. 11

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

PLEASANT VIEW CITY

Interlocal Agreement
CARES Act Funding
Pg. 12

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

RIVERDALE CITY

Interlocal Agreement
CARES Act Funding
Pg. 13

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

ROY CITY

Interlocal Agreement
CARES Act Funding
Pg. 14

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

SOUTH OGDEN CITY

Interlocal Agreement
CARES Act Funding
Pg. 15

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

UINTAH CITY

Interlocal Agreement
CARES Act Funding
Pg. 16

By _____
_____, Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

WASHINGTON TERRACE CITY

Interlocal Agreement
CARES Act Funding
Pg. 17

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

WEST HAVEN CITY

Interlocal Agreement
CARES Act Funding
Pg. 18

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

Resolution No. 20-19

RESOLUTION OF SOUTH OGDEN CITY APPROVING A LEASE AGREEMENT WITH BONNEVILLE HIGH SCHOOL, AS PART OF THEIR FFA PROGRAM, FOR CERTAIN LAND AT THE CITY'S NATURE PARK PROPERTY WEST OF PARK VISTA DRIVE, 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 the use of certain Nature Park Property West of Park Vista Drive in support of the FFA program at Bonneville High School; and,

WHEREAS, the City Council finds that the city staff recommends that the city adopt a Lease Agreement with Bonneville High School for certain land at the City's Nature Park Property West of Park Vista Drive; and,

WHEREAS, the City Council now desires to further those ends by contracting with, Bonneville High School 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 - LEASE AUTHORIZED

That The "**Lease of City Property**" For Nature Park Property West of Park Vista Drive, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 7th day of July, 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 7th day of July, 2020.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION No. 20-19

Resolution Of South Ogden City Approving A Lease Agreement With Bonneville High School, As Part Of Their FFA Program, For Certain Land At The City's Nature Park Property West Of Park Vista Drive, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

07 Jul 20

LEASE OF CITY PROPERTY

This Lease is made on the ____ day of _____, 2020, between **South Ogden City**, a municipal corporation of the State of Utah, ("City"), of 3950 Adams Avenue, South Ogden, Utah 84403, and **Bonneville High School - FFA**, hereinafter sometimes referred to as "Lessee"), of 251 E 4800 S, Washington Terrace, UT 84405.

1. The City agrees to lease to the Lessee and the Lessee agrees to lease from the City this property:

**Portions Of The South Ogden City Nature Park at 1175 E 5875 S St,
South Ogden, UT 84405, as designated by the Director of Public
Works.**

2. The term of this lease will be from the 1st day of July, 2020, until the 30th day of June, 2021, and thereafter, the lease shall continue year-to-year or until earlier rescinded or terminated as provided herein, below.
3. The lease payments will be in the amount of one dollar (\$1.00) per year and will be payable by the Lessee to the City, on the 1st day of August, 2020 and annually thereafter.
4. The Lessee agrees to use the property only for the following purposes: all uses as though it were Lessee's own property to support its FFA's gardening and grow box programs, and to otherwise maintain the property in a good, safe, and sanitary condition as if the property belonged to the Lessee, which ownership Lessee specifically disclaims.
5. No deposit is required under this lease.
6. Lessee agrees to maintain the property in a clean and sanitary manner and not to make any alterations to the property without the City's written consent. At the termination of this lease, the Lessee agrees to leave the property in the same condition as, or better condition than, when it was received, except for normal wear and tear and subject to proper authorization for any improvements installed by Lessee. Lessee agrees to timely remove any improvements that may have been installed at the termination of this lease.
7. Other than providing non-culinary water to facilitate Lessee's program, the City will supply no utilities to the property for the benefit of Lessee.
8. The Lessee agrees to obtain and pay for any utilities needed and / or desired but not otherwise provided to the property under the terms of paragraph 7, above.

9. Lessee agrees not to sub-let the property or assign this lease without the City's written consent. Lessee agrees to allow the City reasonable access to the property for inspection and repair. City retains the right to enter the property without notification to the Lessee in advance.
10. The Lessee has inspected the property and has found it satisfactory for its purposes and understands that the City has made and makes no representations on fitness of the property for Lessee's use or needs.
11. If the Lessee violates any other terms of this lease, and has not cured such violation or defect within 10 days of written notice of such violations, the City may terminate this lease in accordance with state law. The City may also re-enter and take possession of it and to take advantage of any other legal remedies available.
12. The City agrees that the Lessee may install the following equipment and fixtures to facilitate Lessee's use of the property: any reasonably consistent with use granted.
13. The Lessee agrees to indemnify, and hold the City harmless from any liability caused by Lessee's operations or use of the property covered by this lease. In addition, the Lessee agrees to carry liability insurance covering Lessee's operations and use of the property in the amount of not less than that as may reasonably be determined by the City Manager with the City named as a co-insured party. Lessee agrees to furnish City copies of the insurance policies and to not cancel the policies without notifying the City in advance.
14. Reserved.
15. The following are additional terms of this Lease.
 - A. Lessee shall be responsible for all cleaning and routine custodial work and services for the area utilized by them.
 - B. Both of the parties retain the right to terminate this lease without cause by providing not less than 90-days notice, in writing, to the other party.
16. The parties agree this Lease is the entire agreement between them. This Lease binds and benefits both the City and Lessee and any successors.
17. The parties agree that no presumption shall be attached to this Agreement because it may have been prepared by one of the parties or by one party's attorney.
18. The parties agree that the failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision.
19. The parties agree that all notices required, shall be in writing given only by prepaid telegram or mail, addressed to the other party the address on the face hereof, and

shall be deemed given on the date of dispatch or posting in the U.S. Mail, postage paid, certified mail, return receipt requested.

20. Any other provisions in this lease to the contrary notwithstanding, the City shall have the unilateral right to terminate this lease with not less than thirty (30) days notice for any valid governmental purpose. The City shall determine in their sole discretion what constitutes a valid governmental purpose.

for South Ogden City
By: City Manager, Matthew Dixon

Bonneville High School - FFA

TABLE 8.2(2)
REQUIRED OFF STREET VEHICULAR PARKING

Use		Required Vehicle Space
Residential:		
	Single-family, all sizes, or multi-family, 1 bedroom	1.5 per dwelling unit
	Multi-family, 2 bedrooms	2 per dwelling unit
	Multi-family, 3 or 3+ bedrooms	2 per dwelling unit
	Hotel and inn	1 per room and 1 per 200 square foot office and dining room
	Residential care	0.33 per unit and 0.66 per employee
Civic/institutional:		
	Assembly	1 per 5 seats
	Transit station	Per city manager or designee
	Hospital	0.20 per bed and 0.66 per employee
	Library/museum/post office (no distribution)	1 per 600 square feet
	Police and fire	Per city manager or designee
	Post office (distribution)	1 per 400 square feet
School:		
	Pre-K to junior high	1 per classroom and 1 per 200 square foot office
	High school, higher education	1 per classroom, 1 per 200 square foot office, and 0.17 per student
Retail:		
	Neighborhood retail	1 per 300 square feet
	General retail	1 per 300 square feet
	Outdoor sales lot	1 per 250 square feet of sales area, with 1 per 10 vehicle display

Service:		
	Neighborhood service	1 per 250 square feet
	General service	1 per 250 square feet
	Eating and drinking establishments	1.0 per 3 seats plus $\frac{1}{3}$ number of employees
	Vehicle services	2 per service bay and 1 per 200 square feet of retail
Office and industrial:		
	Neighborhood, general office	1 per 300 square feet
	Craftsman industrial	1 per 1,000 square feet of production space and 1 per 500 square feet of retail space
Open space and recreation:		
	Open space and recreation	Per city manager or designee

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

STEP BACK REQUIREMENT

This note appears as a note under the chart of any building type that allows four or more stories:

2. Above the third story, the upper stories of any building facade with street frontage shall have a step back from the lower stories that is a minimum of 6 feet.
-

OPEN SPACE

10-5.1A-6-1: GENERAL REQUIREMENTS

B. General Requirements: Development of parcels over five (5) acres are required to provide five percent (5%) total lot size as civic open space. Developer shall work with City to determine appropriate location of open space. For parcels under five (5) acres, impact fees and other funding will be used as mechanisms to ensure adequate open space will be provided.

1. Compliance: All open space provided within any core, general, or edge zoning subdistrict shall comply with one of the open space types defined by sections [10-5.1A-6-2](#) through [10-5.1A-6-8](#) of this article.
2. Access: All open space types shall provide public access from a vehicular right-of-way.
3. Location: Open space types shall be platted as a lot or, with permission of the City, may be located within the right-of-way. Open space types shall either be zoned as an open space zoning designation, or an adjacent zoning designation, such as core, general, or edge zoning subdistricts.
4. Ownership: Open space types may either be publicly or privately owned. Whether publicly or privately owned, all open spaces must be accessible and open to the public.
5. Parking Requirements: Parking shall not be required for any open space type, unless a use other than open space is determined by the City Manager or designee.
6. Continuity: Connections to existing or planned trails or open space types shall be made when the open space abuts an existing or planned trail right-of-way or other civic open space type.