



## MEMORANDUM

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TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: **September 07, 2021 City Council Meeting**

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### WORK SESSION

- **South Ogden Days** - Communications and Events Coordinator, Jamie Healy will be providing a report on the 2021 South Ogden Days event. Jamie will discuss the events, participation, revenues and expenses associated with the consolidated event. She will also share some of the feedback from staff on the event and ask for your input/ideas on your expectations for the 2021 South Ogden Days. Jamie will share some of her own creative ideas for your consideration as she continues to work on planning a great city event that celebrates the great residents, businesses and community sponsors that help contribute to the great quality of life in South Ogden.
- **Strategic Plan** – Time permitting, we will review the Strategic Plan and discuss updates and progress being made on the many initiatives identified in the plan. There is a copy of the plan in your packet and remember you can login at any time and view the plan by using the login information below:
  - **Website** – [ActionStrategy.org](http://ActionStrategy.org)
  - **Username** – [citycouncil@southogdencity.gov](mailto:citycouncil@southogdencity.gov)
  - **Password** – Southogdencity-2021

### DISCUSSION/ACTION ITEMS

- **Resolution 21-28 – Agreement with the WFFL for 2021 Season** – Each year the city is required to approve an agreement for our participation with the WFFL league for our youth football program. This agreement spells out all of the terms, conditions and fees that apply to the city's 2021 football season and the relationship between the city and the WFFL. Staff has reviewed the agreement and recommends city council approval.
- **Discussion on City Trail Improvements** – Strategic Plan Initiatives 3.5 under Infrastructure states the City intent to, “Increase opportunities for resident utilization of sidewalks and trails by identifying gaps and making improvement in areas such as School Safe Routes.” One of the projects listed (3.5.3) is the, “Prepare trails for winter maintenance and use by the public.” Jon Andersen, Director of PW and Parks and Recreation, will review the cost estimates he has received from Granite Construction for this project. Jon will present two estimates; one that entails simply doing an overlay of the current trails (not winter-use ready), and a second that would include milling the current trails to create a strong sub-base and then doing an overlay on top. The second would be the

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option that would allow for winter plowing and maintenance. Mr. Andersen will also discuss the expected project time line, given the time of year and contractor availability.

## DISCUSSION ITEMS

- ***Code Enforcement Review/Updates.*** For the last many months, Councilmember Smyth and Officer Todd Hardman have been working on ideas and ways to improve the city's code enforcement efforts. Together, they have come up with some ideas that are designed to help make the enforcement process more efficient through utilizing both the criminal and civil processes (case by case basis) and more effective by adding important definitions to the City code that will allow for improved prosecution of violations in the court. Chief Parke will be presenting the results and recommendations that have grown out of this project for the council to discuss. Chief Parke has prepared a great staff report and draft ordinance revisions for your review prior to this discussion. If the council agrees with these recommendations, staff will refer these changes to legal and we will prepare these changes for the council's formal approval in a future meeting.
- ***Review recommendations from the Planning Commission on proposed changes to the City's Land Use Codes.*** The Planning Commission has continued its work on reviewing and preparing recommendations on changes they feel should be considered related to the city's land use code. Some of these changes are being recommended as a result of legislative changes made by the state during the most recent legislative session and other recommendations are based off of staff recommendations out of an effort to help improve the code. Leesa Kapetanov, City Recorder, and Mark Vlastic, Planner, have prepared a detailed Staff Report explaining the recommended amendments/revisions. This is a discussion item and staff will be looking for input on these recommendations as we work to prepare these changes for the Oct. 5 council meeting for final approval.
- ***Review proposed changes to the City Code concerning the posting of ordinances.*** City Recorder, Leesa Kapetanov, has prepared a recommendation on amendments to the city's code related to notice requirements of newly adopted/amended ordinances. Her recommendations are based on changes made during the 2021 legislative session, as well as what she feels are "best practices" for the city to follow. Leesa has prepared a detailed staff report explaining the recommended changes that will be reviewed and discussed during this portion of the meeting.

## CDRA MEETING

- ***Economic Development Strategy.*** Strategic Initiative 4.1 states that the City will develop an Economic Development Strategy. A few months ago, the city engaged the services of Benj Becker, Zions Bank Public Finance, to assist in identifying the best areas of focus for the city to concentrate on, based on empirical, market data. Benj will be attending to share some of the information he's compiled as a part of this project and ask for Board direction/feedback.



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

**TUESDAY, SEPTEMBER 7, 2021**

**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, September 7, 2021. 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. No action will be taken on any items discussed during pre-council work sessions. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over [www.facebook.com/southogdencity](https://www.facebook.com/southogdencity).

## **WORK SESSION AGENDA**

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

**II. REVIEW OF AGENDA**

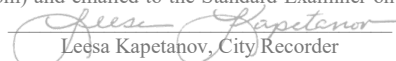
**III. DISCUSSION ITEMS**

- A. Report/Discussion on South Ogden Days**
- B. Update on Strategic Plan**

**IV. ADJOURN**

Posted to the State of Utah Website September 3, 2021

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1<sup>st</sup> and 2<sup>nd</sup> floors), on the City's website ([southogdencity.com](https://southogdencity.com)) and emailed to the Standard Examiner on September 3, 2021. 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.













# STRATEGIC PLAN

09/02/2021

		Description	Owner	Resource	Notes		End Date	%
		<b>1.0 FISCAL SUSTAINABILITY: Ensure the ability of the City to provide quality public services through careful, long-range planning and evaluation of current decisions in context of future fiscal impacts.</b>						
↑	●	1.1 Hold quarterly work sessions to review and update the City's Sustainability Models	Steve Liebersbach				09/30/2021	25.00%
	●	1.2 Expand the City's fleet lease program when doing so results in cost savings and benefits to the City	Steve Liebersbach	Jon & Garth	<b>Matt Dixon</b> :Talked with Young Automotive Group and they referred me to their fleet sales person, Rick Bailey, at 801.710.4401, (rbailey@youngauto.net) who would like to meet and discuss our vehicle lease/buy-back program needs.		06/30/2022	
↑	●	1.3 Complete Storm Sewer Capital Facilities Master Plan update	Jon Andersen	Brad Jensen, Shane Douglas, Jason Brennan, John Bjerregaard	<b>Matt Dixon</b> :Matt, The Storm Drain Capital plan should be done around the end of August. The sewer capital plan would be done 90 day following that. Brad <b>Jon Andersen</b> :Brad let me know today the plan will be ready for review September 15, 2021. Possibly set the Public Hearing for September 21, 2021 and then make adjustments if needed and		10/05/2021	62.50%





					adopt the plan October 5, 2021.			
		1.3.1 Review the plan & present to the Mayor & City Council in September 2021	Jon Andersen	Shane Douglas. Jason Brennan Brad Jensen, John Bjerregaard			10/05/2021	25.00%
	✓	1.3.2 Project List to Wasatch Civil	Jason Brennan	Shane Douglas, Jon Andersen, Wasatch Civil Engineering			08/20/2021	100.00%
	●	1.4 Complete Sewer Capital Facilities Master Plan update	Jon Andersen	Brad Jensen, Shane Douglas, Josh Sully	<p><b>Matt Dixon</b> :Matt, The Storm Drain Capital plan should be done around the end of August. The sewer capital plan would be done 90 day following that. Brad</p> <p><b>Jon Andersen</b> :With the Storm drain not ready until September 15, 2021. I am thinking the Sewer capital plan will not be available to adopt until mid December or the first of the year in January 1, 2022. Once the Storm is completed will confirm date for the sewer plan.</p> <p><b>Matt Dixon</b> :Bumped completion date to Jan. 31, 2022</p>		01/31/2022	
		1.4.1 Project list to Wasatch Civil Engineering	Josh Sully	Wasatch Civil Engineering			10/29/2021	
		1.4.2 Review the plan & present to the Mayor & City Council in January 2022	Jon Andersen	Shane Douglas, Josh Sully, Wasatch Civil Engineering			02/18/2022	
		1.5 Analyze the effects of increased use of solar on City power utility revenues.	Steve Liebersbach	FA consultant(s)			06/30/2022	
		2.0 EMPLOYEES: Recruit, develop and retain quality employees by maintaining competitiveness in pay and benefits and demonstrating a commitment to every employee's						

		growth and development.						
↑	●	<b>2.1 Increase Employee Satisfaction</b>	Doug Gailey				06/30/2022	
	✓	2.1.1 Establish a base-line of current Employee Satisfaction	Doug Gailey	Qualtrics, Department Directors			10/29/2021	
		2.1.1.1 Design and distribute employee satisfaction survey	Doug Gailey				10/14/2021	
		2.1.1.2 Gather survey results	Doug Gailey				10/31/2021	
↑	●	2.1.2 Hold monthly inter-departmental lunches	Doug Gailey	Matt Dixon, Jon Andersen, Darin Parke, Cameron West, Steve Liebersbach, Jamie Healy			06/30/2022	
	●	<b>2.2 Identify areas for improvement with the City's Employee Wellness program</b>	Doug Gailey				06/30/2022	
↑	●	2.2.1 Conduct an employees survey to gather information on what changes the employees would like to see in the program.	Doug Gailey	Qualtrics, Department Directors	<b>Matt Dixon</b> :2/11/21 - Wellness programs still on hold. PEHP did not do healthy Utah screening this year (2020) because of COVID concerns. Will evaluate again in the fall.		09/03/2021	
		2.2.1.1 Present ideas to the wellness committee		Wellness Committee			09/15/2021	
↑	●	2.2.2 Enhance financial incentives for employees who participate in the Wellness Program.	Doug Gailey	Steve, Matt, City Council			08/30/2021	
↑	●	<b>2.3 Improve development of our employees thru conducting a South Ogden Leadership Academy class</b>	Darin Parke	Matt Dixon, Doug Gailey, Cameron West, Jon Andersen, Steve Liebersbach			03/01/2022	
↑	●	<b>2.4 Improve development of our employees thru implementation of Kantola Leadership Training Program in all departments with 80% or higher completion rate.</b>	Doug Gailey	Matt Dixon, Darin Parke, Cameron West, Jon Andersen, Steve Liebersbach			08/30/2021	25.00%
↑	●	<b>2.5 Identify areas for improvements to the City's Employee Benefit Package.</b>	Doug Gailey	Matt Dixon, Cameron West, Darin Parke, Jon Andersen, Steve Liebersbach			06/30/2022	50.00%

		2.5.1 Schedule meeting with benefits "committee" to review and discuss ideas	Doug Gailey	Steve Liebersbach, Susan Stewart, Brent Strate			08/30/2021	50.00%
		2.5.1.1 Analyze the cost/benefits of providing an employee sick leave buy-back program.	Doug Gailey	Steve Liebersbach, City Council, Cameron West, Darin Parke, Jon Andersen, Matt Dixon, City Council			08/30/2021	
		2.5.1.2 Review cost/benefits of adding a 401k match program to the employee benefit package.	Doug Gailey	Steve Liebersbach, Cameron West, Darin Parke, Jon Andersen, Matt Dixon, City Council, Budget	<b>Matt Dixon</b> :Council voted to add 401(k) contribution from the city by doubling the HIPO contribution of \$37/month. Steve provided the council with cost impacts of adding a 1% up to %3 match but the council voted to just do the added contribution for this budget year.		08/30/2021	100.00%
		<b>3.0 INFRASTRUCTURE: Invest in the maintenance of existing City infrastructure (i.e. utilities, parks, roads, etc.) and plan for new infrastructure needs necessary to support new growth and development within the City.</b>						
		<b>3.1 Increase resident satisfaction with the quality of the City's streets by 10 percent</b>	Jon Andersen				06/30/2022	30.00%
		3.1.1 Review 2020 Community Survey results for base satisfaction score.	Matt Dixon		<b>Matt Dixon</b> :Survey results from 2017 thru 2020 indicate that residents who rated the quality of city streets as either Excellent or Good were 22.50%, 30.67%, 29.65% and 38.92% respectively. The goal is to have this combined rating be equal to or greater than 48.92%.		08/01/2021	100.00%
		3.1.2 Complete a minimum of	Jon Andersen	Brad Jensen (City Engineer),			06/30/2022	50.00%

		\$1.3M in road maintenance and improvement projects in 2021.		City Council, Budget			
↑	●	3.1.3 Provide quarterly updates/education on street maintenance treatments, City projects and efforts made to improve City streets.	Jamie Healy	Jon Andersen, Shane Douglas, Josh Sully, Wasatch Civil Engineering	<b>Matt Dixon</b> :emailed Jon and Leesa about doing something in the month of Sept. (i.e. Facebook post, Newsletter, etc.). <b>Jon Andersen</b> :October News letter will have information about the current road projects the City has completed this construction season(2021)	01/15/2022	
		3.1.3.1 Work with Jon to find out what projects are upcoming for the following quarter.	Jamie Healy	Jon Anderson		10/01/2021	
		3.1.3.2 Content creation for project-video	Jamie Healy	Jon Anderson		10/15/2021	
		3.1.3.3 Deliver content to all media platforms	Jamie Healy			11/01/2021	
↑	●	3.1.4 Evaluate alternative funding plans for streets in anticipation of restrictions on the City's ability to charge Road Utility Fees.	Steve Liebersbach	City Council		06/30/2022	
↑	●	3.1.5 Increase beautification of Washington Blvd. between 36th and 40th Street.	Matt Dixon	CDRA Board, UDOT, Jon Andersen		06/30/2025	
	●	3.2 Improve visual appeal of the City by creating a tracking/maintenance system for all City-owned properties and right-of-ways	Shane Douglas, Josh Sully			12/31/2021	
		3.2.1 Identify all City owned properties & right-of-ways	Josh Sully	Shane Douglas, Jon Andersen		10/15/2021	
		3.2.2 Identify types of maintenance needed at the different locations	Josh Sully	Shane Douglas, Jon Andersen		11/01/2021	
		3.2.3 Develop a tracking schedule for regular maintenance of the	Shane Douglas	Jon Andersen		12/15/2021	



		different properties						
		3.3 Increase resident satisfaction rating of the City parks by 10 percent	Jon Andersen				06/30/2022	36.83%
		3.3.1 Complete Burch Creek Park.	Jon Andersen		<p><b>Matt Dixon</b> :Jon reported today that the only remaining issues are: building a small concrete retaining wall between dirt landscaping and playground area and final plant/tree replacement - which will be in spring of 2022.</p> <p><b>Jon Andersen</b> :Change order was signed to fix the above mentioned areas. Will give update once I have been given a timeline for construction. Still having major issues with the pumps, looks like they will be shut down for the year and look for another solution for the pumps</p>		07/30/2021	70.00%
		3.3.1.1 Need to address the warranty issues on landscaping, features, etc. Warranty period should be through June 1, 2022	Jon Andersen	Hugh Holt				70.00%
		3.3.2 Complete Phase I & II of Club Heights Park.	Jon Andersen				10/01/2021	51.66%
		3.3.2.1 Monitor drought to see when the sod can be installed	Shane Douglas	Pine View	<p><b>Jon Andersen</b> :Pine View is planning on turning the water off September 1, 2021. Sod install not looking good Weber Basin will turn off September 20, 2021</p> <p><b>Jon Andersen</b> :I talked with Matt Dixon about whether to do the sod with the watering turning off and that the City would have to</p>			90.00%





					use culinary water to keep it alive until it goes dormant. Did not come to a conclusion/solution. <b>Jon Andersen</b> :Pine View plans to turn water off September 10, 2021			
		3.3.2.2 Playgrounds & Pavilions installed fall of 2021	Jon Andersen		<b>Jon Andersen</b> :Playgrounds & Pavilions have been ordered. Playgrounds are set to arrive and be installed the middle of September. Pavilions should becoming the later part of September			30.00%
		3.3.2.3 Working on changing the water feature for improved functionality	Jon Andersen		<b>Jon Andersen</b> :Change order was signed to move forward with a more solid type water feature. Will update once I have construction timeline			35.00%
	●	3.3.3 Prepare a development and funding plan for a Skate Park.	Matt Dixon	Mayor Porter, Mark Vlastic (Planner), City Council, Grants			06/30/2022	12.50%
		3.3.3.1 Identify best locations for Skate Park	Matt Dixon	Jon Andersen			10/31/2021	
		3.3.3.2 Gather project options with Skate Park layouts and estimated costs	Matt Dixon	Jon Andersen	<b>Matt Dixon</b> :Pics submitted by Steve Liebersbach from Winter Park (see files tab) <b>Matt Dixon</b> :Pics from Jon Andersen emailed 7.12.21 (see files tab). Option A = 3,500 sq. ft. for \$250k - \$400k. Option B (Bowl Design) = 5,000 sq. ft. for \$300k - \$500k. Option C = 7,500 - 9,000 sq. ft. = \$750k - \$1M.		10/31/2021	50.00%
		3.3.3.3 Conduct work session with the Council and decide on location, layout and total project	Matt Dixon	Jon Andersen	<b>Matt Dixon</b> :Emailed Leesa to schedule the work session in Dec. for council to discuss skate parks		12/31/2021	






		costs for Skate Park						
	●	3.3.3.4 Incorporate Skate Park project into FY2023 Budget plan	Steve Liebersbach, Matt Dixon	Jon Andersen			03/01/2022	
	●	3.3.4 Review the Nature Park development and improvement plan (recreation, conservation, education) and discuss next steps	Matt Dixon	Mark Vlasic (Planner), City Council, Grants	<b>Matt Dixon</b> :work session scheduled for second meeting in Sept. 2021		09/30/2021	50.00%
↑	✓	3.3.4.1 Find the Nature Park development plans that were originally created	Matt Dixon	Leesa Kapetanov			08/31/2021	100.00%
↑	✓	3.3.4.2 Review the development plan, identify what has been completed, what remains and prepare presentation to review with the City Council	Matt Dixon				09/10/2021	
		3.3.5 Work with Sons of the Utah Pioneers organization for the relocation of the Kit Carson memorial at Friendship Park	Matt Dixon	Jon Andersen, SOUP Org., City Council			06/30/2022	
	●	3.3.5.1 Review plan for Heritage Trail with Jon and determine best location for the monument	Matt Dixon	Jon Andersen			09/14/2021	
	●	3.3.5.2 Meet with SOUP Org. and discuss plans, budget, etc.	Matt Dixon	Jon Andersen	<b>Matt Dixon</b> :Meeting scheduled for Sept. 14, 2021		09/15/2021	
		3.3.5.3 Review the plans with City Council in work session to verify approval of location and project details	Matt Dixon	Leesa, City Council			11/30/2021	
		3.3.5.4 Support SOUP Org. with installation of the monument	Matt Dixon	Jon Andersen			06/30/2022	
↑	●	3.4 Ensure adequate staffing and funding to maintain current and new parks.	Shane Douglas	Doug Gailey, City Council, Budget			09/15/2021	
		3.4.1 Evaluate the FTE & Seasonal staff for the 2021 season this fall	Shane Douglas				11/30/2021	

		3.4.2 Budget review to ensure funding is adequate for the new parks and current parks	Jon Andersen				02/15/2022	
		3.4.2.1 Develop a list of trees and planting materials that needs to be replaced	Shane Douglas	Parks Staff,			04/15/2022	
		3.4.3 Utilize NRPA standards to assist in the evaluation of staff & budget	Shane Douglas				12/15/2021	
		3.5 Increase opportunities for resident utilization of sidewalks and trails by identifying gaps and making improvements in areas such as School Safe Routes.	Jon Andersen				06/30/2022	11.11%
	●	3.5.1 Improve sidewalk network/connections where there are gaps.	Shane Douglas, Jon Andersen	City Council, FY2022 Budget			06/30/2022	
		3.5.1.1 Complete detailed inventory of areas throughout the city where there are gaps between existing sidewalks	Josh Sully	Shane Douglas, Jon Andersen, Wasatch Civil Engineering			01/28/2022	
		3.5.1.2 Prioritize sections based on safety, pedestrian demand and location	Josh Sully	Jon Andersen, Shane Douglas, Wasatch Civil Engineering			02/15/2022	
		3.5.1.3 Prepare a cost estimate for each section based on dollars per linear foot of sidewalk	Josh Sully	Jon Andersen, Shane Douglas, Wasatch Civil Engineering			04/15/2022	
		3.5.1.4 Present information to City Council for review, discussion and direction	Jon Andersen	Shane Douglas, Josh Sully, Wasatch Civil Engineering			05/03/2022	
	●	3.5.2 Improve sidewalk networks in Safe Routes for Schools areas.	Josh Sully, Jon Andersen	City Council, Grants, Budget			06/30/2022	
		3.5.2.1 Coordinate with Weber School District to identify all Safe routes	Josh Sully	Shane Douglas			01/28/2022	
		3.5.2.2 Evaluate all safe routes	Josh Sully	Shane Douglas , Jon			03/31/2022	

		for safety and conditions of existing sidewalk		Andersen				
		3.5.2.3 Evaluate the safe routes for any need for new sidewalks	Josh Sully	Shane Douglas, Jon Andersen			02/26/2021	
		3.5.2.4 Develop a a list of potential projects for budgeting and grant purposes	Josh Sully	Shane Douglas, Jon Andersen			06/15/2022	
	●	3.5.3 Prepare trails for winter maintenance and use by the public.	Jon Andersen, Shane Douglas	City Council, FY2022 Budget	<b>Matt Dixon</b> :Jon, I'm anticipating the council will be wanting to maintain the trails this winter. We need to talk about expectations and what we need to do IF we are planning on having them open this winter		06/30/2022	33.33%
	✓	3.5.3.1 Conduct walk thru and evaluation of current condition with Granite Construction and get estimates on cost to maintain status quo and cost to improve for winter plowing/maintenance.	Josh Sully, Jon Andersen	Granite Construction, Wasatch Civil, City Staff	<b>Matt Dixon</b> :Jon provided information that to maintain status quo would cost approx. \$60,000. To upgrade and prepare for winter maintenance would cost approx. \$314,000 unless we removed Burch Creek then it would be \$50,000 less. May not need new equipment, since a 1-ton with a plow may be used on new trails.		08/10/2021	100.00%
		3.5.3.2 Have a discussion with Mayor & City Council to get direction	Jon Andersen				09/07/2021	
		3.5.3.3 Prepare budget estimates & timeline for the 2022 construction season to complete goal	Jon Andersen	Shane Dougals, Josh Sully			12/17/2021	
↑	●	3.6 Improve the visual appeal of the City through improvements in Code Enforcement Program	Matt Dixon	Department Directors, City Council			06/30/2022	
↑	●	3.7 Complete a plan for the	Jon Andersen				06/30/2022	25.00%

		remodel/relocation of the Public Works yard and facilities.						
↑	●	3.7.1 Meet with School District on land swap plans and at Friendship Park	Jon Andersen	Matt, City Council	Jon Andersen :It is not on the current Weber School District bond. It will be out at least five years or longer		12/31/2021	75.00%
		3.7.2 Explore any other options for the relocation of the P.W. shop	Shane Douglas	Jon Andersen,			12/17/2021	
		3.7.3 Develop a plan to remodel current location	Shane Douglas, Jon Andersen				03/04/2022	
↓	●	3.8 Increase resident access to public transit through construction of Ogden BRT Phase II and coordination and planning with UTA	Matt Dixon	City Council, Mark Vlasic			06/30/2022	
↓	●	3.8.1 Identify steps and planning needed for Ogden BRT Phase II project.	Matt Dixon	Ogden City partners, UTA			06/30/2022	
↓	●	3.8.2 Talk with UTA representatives about the steps S. Ogden should be taking now to prepare	Matt Dixon	Beth Holbrook, UTA			11/30/2021	
↓	●	3.8.3 Leverage county and city relationships to seek local match funding for Phase II	Matt Dixon	County Commission, WACOG, Ogden City			06/30/2022	
	●	3.8.4 Review long-range transportation plan with WFRC to see where Phase II fits into their plans	Matt Dixon	WFRC Reps.			10/31/2021	
↓	●	3.8.5 Hold meeting with UTA officials to review growth areas in S. Ogden and identify needs for enhanced public transit services	Matt Dixon	Mayor Porter, Beth Holbrook, UTA			11/30/2021	
		<b>4.0 ECONOMIC DEVELOPMENT: Foster quality economic development by focusing on new development (i.e. businesses,</b>						

		housing, etc.) opportunities, zoning options, code enforcement, increased leveraging of development resources and effective branding.						
		4.1 Develop an Economic Development Strategy for South Ogden.	Matt Dixon	CDRA Board, Consultants	<p><b>Matt Dixon :</b>Talked with Benj Becker (Zions Bank and CDRA Consultant) about this project. We talked about finding out what the city's focus should be, based on who we are and what we have to offer by way of business/industry opportunities. We also discussed having a section on the value and impacts of multi-family housing has in the city's economic development efforts. Benj will be providing me a draft scope of work and budget to review.</p>		12/31/2021	50.00%
		4.1.1 Find out what grant funding is available through edcUtah to help pay for this work.	Matt Dixon		<p><b>Matt Dixon :</b>Called and left message at edcUtah to learn about available planning grant funds to help pay for creation of a Strategic Plan. Hoping that City can find funding to help pay for the \$7,500 plan quoted by Benj (see 4.2.1.3)</p> <p><b>Matt Dixon :</b>Talked with Alan with edcUtah and scheduled a call on 06.22.21 to learn more about the match grant program. Alan mentioned they have money and are easy to work with, simply need to present the project objectives, etc. and they'll support or efforts.</p>		07/01/2021	100.00%



					<b>Matt Dixon</b> :Had a meeting with edcUtah. They have money from golf fundraiser. Application will open in the next couple of weeks. Can apply for Professional Dev. grant (\$1,000 match), Special Projects grant (50% up to \$5,000). Online application that stays open for two weeks. Close, prioritize and decide which makes the most sense. Grants are awarded and payment is in reimbursement, after the fact.			
		4.1.2 Apply for edcUtah grant funding.	Matt Dixon	edcUtah	<b>Matt Dixon</b> :Applications for edcUtah's match program opened on 7/6. Application for S. Ogden was submitted electronically today for \$5,000 match. Grants will be awarded Sept. 1, 2021.		07/31/2021	100.00%
		4.1.3 Solicit competitive bids from qualified firms to help develop the plan	Matt Dixon	Zions Bank, LYRB	<b>Matt Dixon</b> :Talked with Benj Becker with Zions Bank. Benj is most familiar with the City's economic development efforts and has consulted the City for several years in creating the City Center CRA plan and budget, vetting development and proforma from developers, etc. Benj submitted a proposal to help the City develop an Economic Development Strategy (attached to this project). The proposal cost is a not to exceed amount of \$7,500.		08/30/2021	100.00%
		4.1.4 Work with consultants from	Matt Dixon	City Council	<b>Matt Dixon</b> :Benj held an		10/31/2021	



		Zions Bank on Draft Strategy			introductory work session to orient the Board on elements of the plan. He is scheduled to return on Sept. 7 to present some preliminary information and get feedback from the Board.			
↑	●	4.1.5 CDRA Board and City Council approve the Strategy as policy	Matt Dixon	CDRA Board, City Council			11/15/2021	
		4.1.6 Select Strategies and Projects from the Plan to focus on and add to the Strategic Plan as Projects of focus	Matt Dixon	City Council			12/31/2021	
↑	●	4.2 Increase availability of affordable housing in South Ogden.	Matt Dixon	City Council			06/30/2025	
↑	●	4.2.1 Form a relationship(s) with developers of affordable housing projects and explore options and interest in partnering on a project in S. Ogden.	Matt Dixon	City Council, CDRA Board	<p><b>Matt Dixon</b> :Preserve Partners (Max and Paula) agreed to come take time during an upcoming work session to help educate us on what they do and examples of Affordable Housing projects they've done with other cities. I will email Max and Paula to get something set up within the next few months.</p> <p><b>Matt Dixon</b> :Meeting set up for 5/4/2020 with Preserve Partners (Max Rosendin and Paula Hartig) who owns and manages Villa South to discuss Affordable Housing Projects in S. Ogden</p>		11/30/2021	
		4.2.1.1 Schedule work session with Preserve Partners (Max and Paula) for education and learning on possible projects.	Matt Dixon				10/31/2021	
		4.2.1.2 Schedule work session with Peter Lee to learn more	Matt Dixon				10/31/2021	

		about mortgage financing through Zions						
	✓	4.2.1.3 Review information provide by Peter Lee, Mortgage Loans, Zions Bank (801.500.4989), peter.lee@zionsbancorp.com and consider scheduling work session with him and the CDRA Board	Matt Dixon		<b>Matt Dixon</b> :there are two other files in Onenote folder for WACOG Affordable Housing file notes related to Pasadena's program.		09/10/2021	
↑	●	4.2.2 Gather information about what kinds of programs are permissible with the Olene Walker funds.	Matt Dixon		<p><b>Matt Dixon</b> :Councilmember Howard has helped arrange to have a representative from the Salt Lake Chamber come provide some education on what is considered "affordable" housing, in what ways the city may decide to be more actively involved and other resources available to help the city with this initiative. The person's name is Kaitlyn Pieper (801)205.5965, kpieper@slchamber.com.</p> <p><b>Matt Dixon</b> :02/11/2021 - Met with Jeremy Botelho from Cottages of Hope. We are working to determine if we could establish a partnership with them to screen potential loan applicants.</p> <p><b>Matt Dixon</b> :11/05/20 - Adam Long set out the provisions by which the money can be used. The information was presented to the Council. Staff will put together a policy and</p>		10/31/2021	

					bring it back to the Council. <b>Matt Dixon</b> :Attended Weber County Affordable Housing Committee meeting. Discussed meeting feedback from previous meeting with Senator Andregg and Rep. Waldrup regarding affordable housing initiatives and legislation. Karson with ULCT was present and shared a resource (see attached PDF) to help educate us on affordable housing terms and strategies.			
↑	●	4.2.3 Prepare report of possible policies/programs that will aid the City in preserving existing affordable housing in the City.	Matt Dixon	City Council/CDRA Board			12/31/2021	
↑	●	4.2.4 Meet with the council to discuss options and get direction on South Ogden's program.	Matt Dixon	CDRA Board			03/31/2022	
↑	●	4.2.5 Complete Affordable Housing Project	Matt Dixon	CDRA Board			06/30/2024	
	●	4.3 Complete a project within the City Center CRA that will increase the likelihood of drawing redevelopment attention from investors.	Matt Dixon				09/30/2022	
		4.3.1 Generate a list of possible improvement projects within the project area that the Agency may want to consider	Matt Dixon	Mark Vlastic, Agency Board			09/30/2021	
		4.3.1.1 Schedule meeting with key staff to review this Project and discuss ideas to move this forward	Matt Dixon	Leesa Kapetnov			09/30/2021	
		4.3.1.2 Review estimated	Steve	Matt Dixon			09/30/2021	

		increment available for debt service within the Project area	Liebersbach					
		4.3.2 Work with UDOT Region 1 Planner, Chris Chesnut to discuss mid-block crossings along Washington Blvd.	Matt Dixon	Mark Vlasic	<p><b>Matt Dixon</b> :UDOT has informed the city that they are moving forward with a design to install a ped-activated crossing at 37th and Washington. They are in the design phase. Staff needs to meet with UDOT to learn more about this project and possible enhancements the city could make to the project.</p> <p><b>Matt Dixon</b> :UDOT requested that the city call in a work order from RMP so they can work with RMP on the design. Staff wants meeting to review before we move forward. Matt to call Region I for meeting. Talk with Todd Findlinson (Traffic Eng.) or Chris Chesnut (planner). 801.620.1600 left message with Chris.</p> <p><b>Matt Dixon</b> :Left message with Chris Chesnut to set up a meeting to review their plans.</p> <p><b>Matt Dixon</b> :Matt, I'm following up on our conversation about the overhead flashing beacon system at US-89 &amp; 37th Street. Have you been able to call in a service request to Rocky Mountain Power? JONNY BUDGE, P.E. Transportation Services Group Project Manager J-U-B ENGINEERS, Inc. 1047 S. 100 W.,</p>		06/30/2022	

					<p>Suite 180, Logan, UT 84321 e jbudge@jub.com w www.jub.com p 435-713-9514 Ext 5711</p> <p><b>Matt Dixon</b> :Talked with Chris. He was unaware of this project and will talk with Region I reps and get back with me. Chris' number is: 385.301.4045</p> <p><b>Matt Dixon</b> :Chris Chesnut reported that Region Director (Rob White) and others need to coordinate with SOC on this project. Project manager on this is Nate Jones at 801.668.2826.. Talked with Nate Jones. Set up meeting on Sept. 8 to review UDOT's plans - which are 90% completed. Nate indicated that he doesn't think it is too late to rework some things on this, if necessary. Nothing is really driving this project by way of urgency, etc.</p>			
	●	4.3.3 Identify parcels that, if assembled and prepared, would expedite the City's redevelopment within the City Center CRA.	Matt Dixon				06/30/2022	
		4.3.4 Develop project cost proposals for top 3 project ideas	Matt Dixon	Steve Liebersbach			04/30/2022	
↑	●	4.3.5 Work with financial advisor and explore project financing	Matt Dixon	CDRA Board, Financial Advisor			09/30/2022	
↑	●	4.4 Strengthen the City's brand.	Jamie Healy	City Council				
↓	●	4.4.1 Construct Welcome to South Ogden signs at key locations in the City.	Matt Dixon	Jon Andersen, Brad Jensen (Engineer), CDRA Board/Budget			06/30/2025	

↓	●	4.4.1.1 Review sign designs and gather cost estimates	Matt Dixon	Mark Vlasic		12/31/2021	
↓	●	4.4.1.2 Identify desired locations for Welcome signs	Matt Dixon	Jon Andersen		12/31/2021	
	●	4.4.1.3 Develop a project timeline that aligns with council desires and budget resources	Matt Dixon	Steve Liebersbach		12/31/2021	
	●	4.4.1.4 Construct signs at designated locations - according to plans	Matt Dixon	Jon Andersen		06/30/2025	
		4.4.2 Improve way-finding signage throughout the City (parks, city hall, public works, etc.).	Jamie Healy	Jon Andersen, City Council		01/01/2023	
		4.4.2.1 Prepare project report identifying sign locations, types, design and cost estimates		Mark Vlasic, Jon Andersen		03/30/2022	
		4.4.2.2 Present report to City Council for review, discussion and direction				06/30/2022	
		4.4.3 Review and take steps to ensure the City has Brand Consistency	Jamie Healy	Department Directors, City Council		06/30/2022	
		4.4.3.1 Email Brand Consistency -Design -Approval -Implement	Jamie Healy			10/01/2021	
		4.4.3.2 Letterhead				10/01/2021	
		4.4.3.3 Vehicles				08/01/2022	
		4.4.3.4 Business Cards				12/31/2021	
		4.4.4 Create external/internal brand consistency	Jamie Healy				
		4.4.4.1 Website update	Jamie Healy				
		4.4.4.2 Social media content protocol	Jamie Healy				
		4.4.4.3 Press release, letterhead, email consistency	Jamie Healy				
		4.4.4.4	Jamie Healy				
↑	●	4.5 Strengthen the City's	Jamie Healy	Mayor and City Council,		06/30/2023	

		relationship with our business community.						
		4.5.1 Create social media posts to highlight businesses.	Jamie Healy	Mayor Porter & City Council	<p><b>Matt Dixon</b> :11/5/20 - Following is up to 2,864 We are currently do 2-4 business visits and giveaways each month.</p> <p><b>Matt Dixon</b> :4/16/20 Started Social Media Giveaway with that has increased our reach with Facebook to 25.5k with GC from Tony's pizza we are giving to a random fan. 4/13/20-fb followers were at 1320. 4/17/20 total moved up to 1719 followers.</p>		07/01/2023	
		4.5.1.1 Determine which businesses to highlight.	Jamie Healy	Mayor Porter & City Council	<p><b>Matt Dixon</b> :11/5/20 - Mayor Porter and I visit 2-4 businesses a month for highlights. We've expanded to businesses such as hot tubs, special needs schools, etc.</p> <p><b>Matt Dixon</b> :05/26/20 - As businesses have opened back up, we have been able to visit businesses other than restaurants to create highlight videos for social media.</p>			
		4.5.1.2 Contact and set up meeting with business to film and create highlight video.	Jamie Healy	Mayor Porter & City Council				
		4.5.2 Re-evaluate and make changes to SOBA.	Jamie Healy	City Council	<p><b>Matt Dixon</b> :11/05/20 - Covid has slowed progress on SOBA. I will create a facebook page to use a meeting place for businesses to communicate.</p>		11/01/2021	
		<b>5.0 COMMUNITY ENGAGEMENT:</b>						

		Create opportunities for residents and businesses throughout the City to work and serve together while being connected to and valued by the City.						
		5.1 Increase utilization of City facilities (i.e. amphitheater, parks, etc.).	Jamie Healy	City Council, Grants,	<b>Matt Dixon</b> :11/05/20 - Received grant money from both Walmart and RAMP for amphitheater <b>Matt Dixon</b> :04/17/20 - Filed EZ Grant on 4/10/20 for EZ Grant for Amphitheater Movie Screen and projector. 4/17/20 Working on Walmart Grant for amphitheater also.		04/01/2022	
		5.1.1 Gather data on utilization of parks and facilities the City may already have	Jamie Healy	Jon Anderson			04/01/2022	
		5.1.1.1 Move park reservations online for easier access to the public.	Jamie Healy				04/01/2022	
		5.1.1.2 Create events based on type facilities. Pickleball tournaments, concerts in the amphitheater, movies in park, etc.	Jamie Healy				04/01/2022	
		5.2 Increase community engagement through service opportunities	Jamie Healy	Jon Andersen	<b>Matt Dixon</b> :10/16/19 - Council discussed this goal on 10/15 and decided to do it in the spring, possibly in conjunction with the National Day of Service. Mayor Porter volunteered to lead out on this goal.		06/30/2022	41.66%
		5.2.1 Complete one neighborhood-specific Day of Service with minimum of 100 volunteer/residents.	Jon Andersen	City Council, Jamie Healy			12/01/2021	



		5.2.2 Complete one city-wide Day of Service event (i.e. public parks, trails, etc.) with a minimum of 100 volunteers/residents.	Jason Brennan	Jamie Healy, City Council	<b>Jon Andersen</b> :Mayor Porter is coordinating with his local church group to get volunteers and assist with this project, The date is set for September 11, 2021 at 9:30am. All volunteers will meet at 40th st park for one project area and carpool to Country Club Drive area for the other project.		06/30/2022	83.33%
	✓	5.2.2.1 Identify Projects for City-wide service day event	Jason Brennan	Jon Andersen, Shane Douglas	<b>Jason Brennan</b> :Sat down with Shane Douglas and went through projects that we could do. Picked out 3 projects to have completed on the service day.		08/02/2021	100.00%
	✓	5.2.2.2 identify number of staff needed for project.	Jason Brennan	Shane Douglas	<b>Jason Brennan</b> :recruited staff and come up with a plan for what duties each personal will accomplish on the service event		08/18/2021	100.00%
		5.2.2.3 Purchased materials for service event.	Jason Brennan		<b>Jason Brennan</b> :Have purchased paint supplies and will need to get bark next week for the project.		08/23/2021	50.00%
		5.3 Improve communications with residents & businesses.	Jamie Healy		<b>Matt Dixon</b> :11/05/20 - Discussed ideas with Doug after 2020 Wind Event about coming up with a communication tree for the community. Church lists School lists Other forms of communication besides social media <b>Matt Dixon</b> :04/17/20 - Discussed Facebook plan with Matt and Doug the week of 4/13/20. Started Facebook campaign to highlight #shopsouthogden businesses on			

					4/16.			
		5.3.1 Find a diverse social media platform that can communicate with all types of residents from various backgrounds.	Jamie Healy				10/15/2021	
		5.3.1.1 Set up emergency communication tree with local religious organizations	Jamie Healy				12/01/2021	
		5.3.1.2 Find a text message subscription service to help notify residents during emergencies.	Jamie Healy				12/01/2021	
		5.3.2 Increase social media following to 10,000 and increase overall engagement by 25 percent.	Jamie Healy		<p><b>Matt Dixon</b> :11/05/20 - Today's update is 2,864</p> <p><b>Matt Dixon</b> :05/26/20 - As of today we are at 1,999 likes and 2,175 followers.</p> <p><b>Matt Dixon</b> :04/16/20 - 4/16/20 Started Social Media Giveaway with that has increased our reach with Facebook to 25.5k with GC from Tony's pizza we are giving to a random fan. 4/13/20-fb followers were at 1320. 4/17/20 total moved up to 1719 followers.</p>		06/30/2023	
		5.3.2.1 Department content creation plan. Work with each department to help educate residents on city events and other engaging content.	Jamie Healy				12/01/2021	
		5.3.2.2 30 day social media plans in place. 3-5 posts per week to up engagement.	Jamie Healy				12/01/2021	
		5.3.3 Complete 2 Town Hall meetings at off-site locations	Leesa Kapetanov	City Council	<b>Leesa Kapetanov</b> :We were only doing 2 per year before. Is this		06/30/2022	

		throughout the City.			something the council wants to continue based on the number of people who attend?			
		5.3.3.1 Town Hall at Burch Creek Park or Elementary School	Leesa Kapetanov	City Council			09/30/2021	
		5.3.3.2 Town Hall at South Jr. High	Leesa Kapetanov	City Council			03/31/2022	
		5.4 Strengthen inclusion through improved communication and engagement with diverse groups.	Doug Gailey	City Council, Minority groups, Churches			06/30/2022	
		5.4.1 City leaders meet with diverse group representatives and learn more about ways the City can better communicate with them and be more helpful to them	Doug Gailey	Mayor Porter, City Council			12/31/2021	
		5.4.2 Council review and discuss feedback from the meetings and provide direction on communication/engagement improvements	Doug Gailey	City Council			06/30/2022	
		5.5 Strengthen engagement and sense of Community through Special Events.	Jamie Healy				06/01/2022	
		5.5.1 Evaluate special events to match the desires of the council and needs of the citizens.	Jamie Healy	City Council			03/01/2022	



## NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 7, 2021

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, September 7, 2021. 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, wearing of masks, and number of people allowed to gather in one place. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over [www.facebook.com/southogdencity](https://www.facebook.com/southogdencity).

## 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 Susan Stewart

- 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. CONSENT AGENDA

- A. Approval of August 17, 2021 Council Minutes
- B. Set Date for Public Hearing (September 21, 2021 at 6 pm or as soon as the agenda permits) to Receive and Consider Comments on the Proposed Storm Water Capital Facilities Plan and Impact Fee Study

**V. DISCUSSION / ACTION ITEMS**

- A. Consideration of **Resolution 21-28** – Approving an Agreement with the WFFL for the 2021 Football Season
- B. Discussion on Trail Maintenance

**VI. DISCUSSION ITEMS**

- A. Code Enforcement Review/Update
- B. Review of Forwarded Recommendations From Planning Commission on Proposed Changes to Land Use Codes
- C. Review of Proposed Changes to City Code Concerning Posting of Ordinances

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

See separate agenda

**VIII. RECONVENE CITY COUNCIL MEETING**

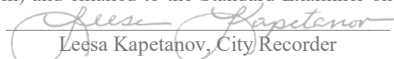
**IX. REPORTS/DIRECTION TO CITY MANAGER**

- A. City Council Members
- B. City Manager
- C. Mayor

**X. ADJOURN**

Posted to the State of Utah Website September 3, 2021

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1<sup>st</sup> and 2<sup>nd</sup> floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on September 3, 2021. 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, AUGUST 17, 2021

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

#### STAFF MEMBERS PRESENT

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

#### CITIZENS PRESENT

No one else attended this meeting.

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

[https://www.southogdencity.com/document\\_center/Sound%20Files/2021/CC210817\\_1701.mp3](https://www.southogdencity.com/document_center/Sound%20Files/2021/CC210817_1701.mp3) or by requesting a copy from the office of the South Ogden City Recorder.

#### I. CALL TO ORDER

- Mayor Porter called the work session to order at 5:02 pm and entertained a motion to open the meeting 00:00:00

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

#### II. REVIEW OF AGENDA

- There were no requests to review the agenda

38           A. Discussion on FY2022 Budget

- 45  
46  
47 **IV. ADJOURN**  
48 • Mayor Porter called for a motion to adjourn the work session  
49 00:56:08

48 • Mayor Porter called for a motion to adjourn the work session

53  
54 The work session ended at 5:58 pm.

## COUNCIL MEETING MINUTES

### COUNCIL MEMBERS PRESENT

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

### STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Assistant City Manager Doug Gailey, Finance Director Steve Liebersbach, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Police Lieutenant Dwight Ruth, and Recorder Leesa Kapetanov

### CITIZENS PRESENT

Curtis Fielding, Courtney Flint, Mr. Call

**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.com/document\\_center/Sound%20Files/2021/CC210817\\_1803.mp3](https://www.southogdencity.com/document_center/Sound%20Files/2021/CC210817_1803.mp3)** or by requesting a copy from the office of the South Ogden City Recorder.

## I. OPENING CEREMONY

### A. Call To Order

- At 6:04 pm, Mayor Porter called the meeting to order and asked for a motion to begin  
00:00:00

**Council Member Howard so moved. The motion was seconded by Council Member Smyth. 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 Strate led everyone in the Pledge of Allegiance.



97 **II. PRESENTATION**

98 Dr. Courtney Flint, Utah State University- Results of Utah Well-Being Survey  
99 00:03:35

- 100 • Ms. Flint gave a visual slide show as part of her presentation. See Attachment B.  
101  
102

103 **III. PUBLIC COMMENTS**

104 Mr. Call, representing the local Utah Sons of the Pioneers  
105 00:28:09

106  
107 Assistant City Manager Doug Gailey read the online public comment:  
108 Peggy Thomas Dunn 00:37:17  
109  
110

111  
112 **IV. RESPONSE TO PUBLIC COMMENT**

- 113 • Response to Mr. Call. During the response, the mayor asked that each council member  
114 give his/her stand on whether to move forward with placing the Kit Carson monument in  
115 South Ogden 00:33:34  
116 • Response to Ms. Dunn 00:33:34  
117  
118  
119

120 **V. CONSENT AGENDA**

121 A. Approval of August 3, 2021 Special City Council Meeting and August 3, 2021 Council  
122 Meeting Minutes  
123

- 124 • The mayor read the consent agenda. Council Member Stewart commented some names  
125 of people in attendance had been left off the minutes  
126 00:38:17  
127 • Mayor Porter entertained a motion to approve the consent agenda with the addition of  
128 Robert and Lynda Hoggan as being in attendance  
129 00:39:18  
130

131 **Council Member Stewart so moved, followed by a second from Council Member Howard.**  
132 **The voice vote was unanimous in favor of the motion.**  
133

- 134 • The mayor suggested they go to item VI. B. first. There was no opposition from any member  
135 of the Council 00:39:39  
136  
137

138 **VI. DISCUSSION/ACTION ITEMS**

139 **B. Consideration of Resolution 21-27 – Approving Agreements with DSI for Security Surveillance**  
140 **System and Service**

- 141 • Staff Overview 00:39:50
- 142 • Discussion 00:48:00
- 143 • Motion 00:50:11

144  
145 **Council Member Howard moved to adopt Resolution 21-27, approving agreements with**  
146 **DSI for security surveillance system and service. Council Member Smyth seconded the**  
147 **motion. The mayor asked if there was further discussion, and seeing none, he called the**  
148 **vote:**

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

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150  
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155 **Resolution 21-27 was adopted.**

156  
157  
158 **A. Consideration of Resolution 21-26 – Approving the FY2022 Budget and Amending the**  
159 **Consolidated Fee Schedule Accordingly**

- 160 • Discussion 00:50:36
- 161 • Mayor Porter called for a motion to adopt Resolution 21-26 approving the FY2022
- 162 budget and amending the consolidated fee schedule, including the business license fee
- 163 reduction; setting the certified tax rate at .00265, and using fund balance to make up the
- 164 difference between that and .0027.
- 165 01:08:52

166  
167 **Council Member Howard so moved. The motion was seconded by Council Member**  
168 **Smyth. Council Member Orr stated an almost 10% increase in property tax was too high, so she**  
169 **would be voting “no.” The mayor called the vote:**

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

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176  
177 **The motion stood.**  
178  
179  
180

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

182 **A. City Council Members**

183 Note: Mayor Porter asked each of the council members to state where they stood on the Kit  
184 Carson Memorial and whether to keep it in South Ogden

185 • Council Member Smyth - 01:09:55

186 • Council Member Howard - 01:11:56

187 Mr. Howard wanted to move forward with the  
188 memorial as part of a Heritage Trail as discussed  
189 in a previous meeting

190 • Council Member Smyth - 01:13:53 Agreed with Council Member Howard

191 • Council Member Strate - 01:14:13 Voted in favor of putting the monument in  
192 Friendship Park, even if they couldn't make it  
193 part of a Heritage Trail

194 • Council Member Orr- 01:23:22 Was in favor of the monument as part of a  
195 Heritage Trail if the Sons of The Utah Pioneers  
196 would help pay for it

197 • Council Member Stewart- 01:27:07 Liked the idea of a trail, but didn't want to pay  
198 for the estimated \$50,000 cost

199 **B. City Manager** 01:33:47

200 **C. Mayor Porter** 01:59:06

201

202

203

204 **IX. ADJOURN**

205 • At 7:51 pm, Mayor Porter called for a motion to adjourn city council meeting

206

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

209

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218 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council  
219 Work Session and Council Meeting held Tuesday, August 17, 2021.

220

221   
222 Kapetanov, City Recorder

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

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## Attachment A

Business License Fee Handout

### Businesses License Fees

<b>Assisted Living/Transitional Rehab</b> Assisted Living Center Nursing Care Center Nursing Center/Assisted Living Facility Rehabilitation Center	<u>\$3,626,644</u>
<b>Automotive</b> Automotive Service & Repair Auto Emissions and Inspections	<u>\$142,60107</u>
<b>Big Box Retail</b> Wholesale/Retail Membership	<u>\$3,2252,419</u>
<b>Business, Professional &amp; Contracted Services</b> Accounting Advertising Attorney Behavioral Risk Management Billing Company Business Office Certified Public Accountant Chiropractor Commercial Printer Computer Repairs/Upgrades Consulting Contract Service Company Construction Company Contractor/Developer Corporate Office CPA and CPA Firm Dentists, Dental Offices & Labs Energy Consulting Firm Engineering Firm Executive Search/Recruiting Financial Consulting Financial Planner Financial Services Hearing Center Holistic Health Center	<u>\$8765</u>

3 | page

Hospice Service Home Health Care Inventory Service Investment Services Landscape Architecture Law Firm Marketing Marriage/Family Counseling Medical Loans/Expenses Medical Office Medical Billing Home Mortgage Lenders Non-Profit Organization Optometrist Oral & Maxillofacial Surgery Orthodontist Outdoor Advertising Outdoor Maintenance Outpatient Physical Therapy Patient Service Center Physician Physical Therapist Physician, Physician Office Professional Services, Association Psychotherapy Real Estate Office Real Estate Broker Real Estate Development Real Estate Management Short Term Lender Sign Contractor Sleep Center Software Development Speech & Hearing Services Stockbroker Surgical Center Tax Consultants Title and Check Loans Title and Escrow Services Veterinary Services Waste Contractor Weight Loss Consulting	
<b>Car Wash</b>	<u>\$8765</u>
<b>Cemetery</b>	<u>\$468,76352</u>
<b>Convenience Store/Gas Station</b>	<u>\$431-26323</u>
<b>Day Care (Commercial)</b>	<u>\$92,6073</u>
<b>Day Care (Home Occupation)</b>	<u>\$0</u>
<b>Finance</b> Banks Credit Unions	<u>\$210158</u>
<b>Fireworks</b>	<u>\$9068</u>
<b>Food/Restaurant</b> Cafe Catering Fast Food Restaurant Ice Cream Parlor Restaurant Sandwich Shop	<u>\$221-25166</u>

4 | page

<b>Health Clinic</b>	<b>\$14601,238</b>
<b>Home Occupation</b> Any Business Based From a Residence	<b>\$0</b>
<b>Large Grocery</b> Large Retail Grocery Store	<b>\$2946,752,210</b>
<b>Pawn Shop</b>	<b>\$412,60309</b>
<b>Personal Services</b> Beauty Salon Choral, Acting and Dance Classes Dental Assisting School Fitness Center Full Service Salon Hair Salon Hair and Nail Salon Language Instruction Laundry/Dry Cleaning Music Teacher Nail and Spa Salon Nail Salon Performing Arts Theater Pet Grooming Retail Sales of Wigs and Toupees Sports Therapy and Rehab Performing Arts Studio	<b>\$8765</b>
<b>Personal Services (Space Rental)</b> Including, but not limited to, Cosmetologists, Massage Therapists, and Nail Technicians who are not the principle owner of a business, but rent space from the business owner.	<b>\$18,7614</b>
<b>Private Club</b>	<b>\$231,35166</b>
<b>Private School</b>	<b>\$416,2587</b>
<b>Residential Facility for Disabled Persons</b>	<b>\$279209</b>
<b>Residential Rental License w/o Good Landlord Discount</b> All Residential Rentals	<b>\$125 plus \$40 per unit</b>
<b>Residential Rental License w/Good Landlord Discount*</b> 1 Unit..... <b>\$10</b> 2 Units..... <b>\$50 + \$10 per unit</b> 3 Units..... <b>\$75+ \$10 per unit</b> 4 Units +..... <b>\$100 + \$10 per unit</b>	<b>See Column 1</b>
<b>Retail Sales/Rentals</b> Auto Sales Carry-Out Only Restaurant Cellular Phone Retail Sales Computer Sales/Service Furniture Sales Printing, Copy, Design, Visual Communications Rental Center Retail Sales Retail Sales—Non-profit Scuba Diving Sales and Service Supply Store Tire Center Used Auto Sales	<b>\$97,5073</b>

<b>Smoke Shop</b>	<b>\$281,38211</b>
<b>Solicitor</b> Door-to-door sales	<b>\$48,7514</b>
<b>Storage</b> Self-Storage Units Rental Storage Facility	<b>\$8765</b>
<b>Temporary/Seasonal</b>	<b>\$18,7614</b>

These fees approved and adopted Aug 2017, 202119 by Resolution 1921-2647

\* The Listed Total Fees for the Good Landlord Program do NOT include the fee for the landlord training class. The fee is set by the training provider and will vary from time to time. ~~The present fee is \$50 but is subject to change.~~

The Business License Fees shall be paid and credited such that payment of the annual fee will not be due and payable again until one calendar year has elapsed from the date the fee is paid. Late Fees shall be assessed if the base license fee is not paid within 30 days of the original due date for either renewal or new license. This late fee added 06 Feb 07.

#### City Facilities Rental Fees

##### South Ogden Junior High Gymnasium Rental Rates 7/21

	<b>Resident</b>	<b>Non-Resident</b>	
Small Court	\$50 per hr	\$60 per hr	one hour minimum
Large Court	\$100 per hr	\$120 per hr	one hour minimum
Scoreboard	\$20 per hr	\$20 per hr	per hour per board used
Deposit Policy	Same	Same	*50% due at time of booking with the balance to be paid not later than seven days prior to the scheduled/reserved date.
Refund Policy	Same	Same	**Full refund (less \$5 for refund fee) if the rental is canceled prior to seven days before the scheduled/reserved date. <b>No refund</b> if cancellation occurs <b>within</b> the seven days before the scheduled/reserved date.

\* Rental Rates for South Ogden Junior High Gymnasium adopted by Ordinance 10-11, 05 Oct 10

\*\* City Manager is granted the authority to negotiate these rates up or down by an amount not to exceed 20% of the listed rate when s/he finds that doing so is in the best interest of the City. – Ordinance 11-10, 22 Nov 11

## Attachment B

Visual Presentation by Dr. Courtney Flint



## Wellbeing in South Ogden

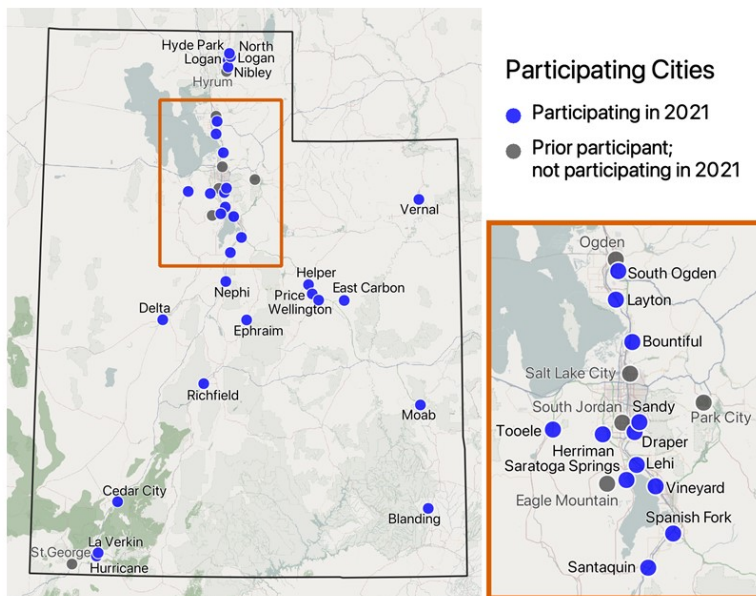
*Results from 2021 Utah Wellbeing Study Survey*

**Dr. Courtney Flint**

[courtney.flint@usu.edu](mailto:courtney.flint@usu.edu)

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UtahStateUniversity

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**Project Goal:**  
To provide Utah city leaders with information on the wellbeing and perspectives of residents to inform planning processes and decision making.

Findings may be helpful for American Rescue Plan Funds

<https://extension.usu.edu/business-and-community/utah-wellbeing-project/>

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## South Ogden's Survey Results are Online

South Ogden city report available on the Utah Wellbeing Project website

- <https://extension.usu.edu/business-and-community/utah-wellbeing-project/>

Statewide report and other city reports also available on site.

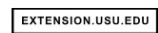


## South Ogden Wellbeing Survey

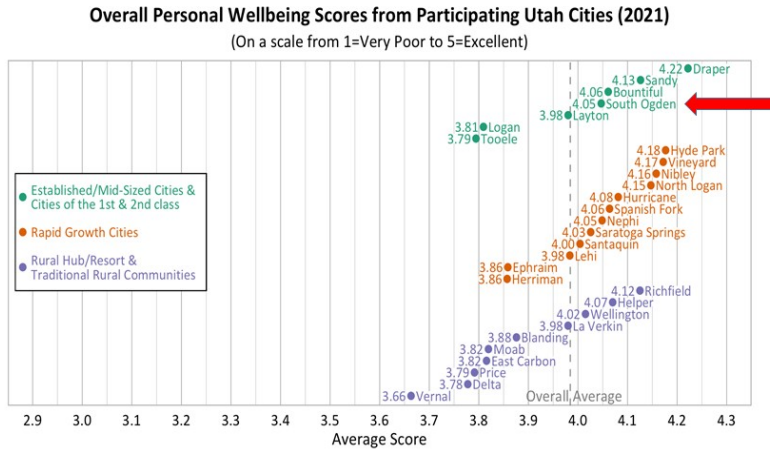
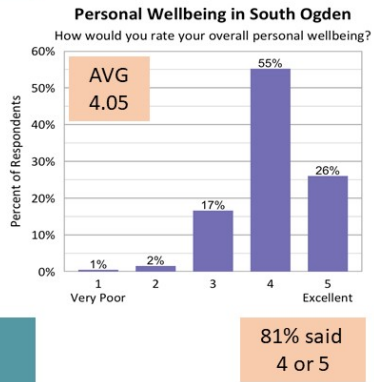
- Online Qualtrics Survey in January and February 2021
- Partnership with South Ogden City and Planner Susie Petheram (FFKR)
- 194 surveys recorded

### Demographic Overview

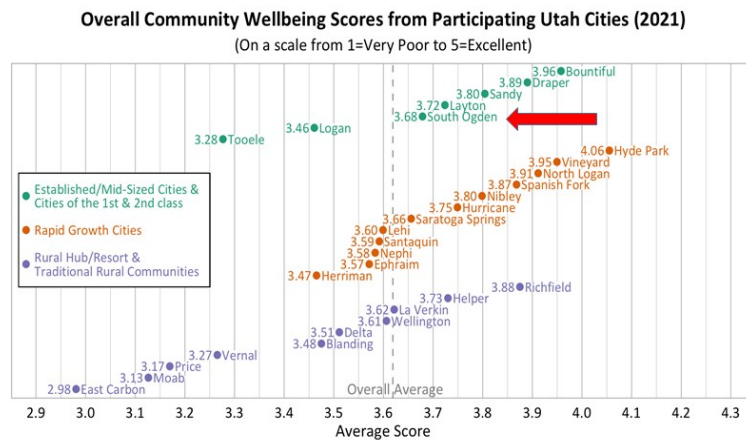
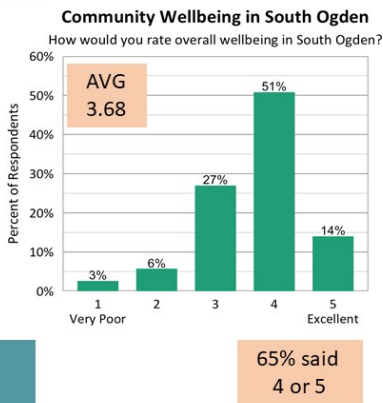
- Average length of residence 19 years (0 - 80 years)
- 49.1% from Church of Jesus Christ of Latter-day Saints
- Survey underrepresents
  - Age 18-29
  - Males
  - No college degree
  - Hispanic/Latino
  - Non-married
  - Those without children in household
  - Renters

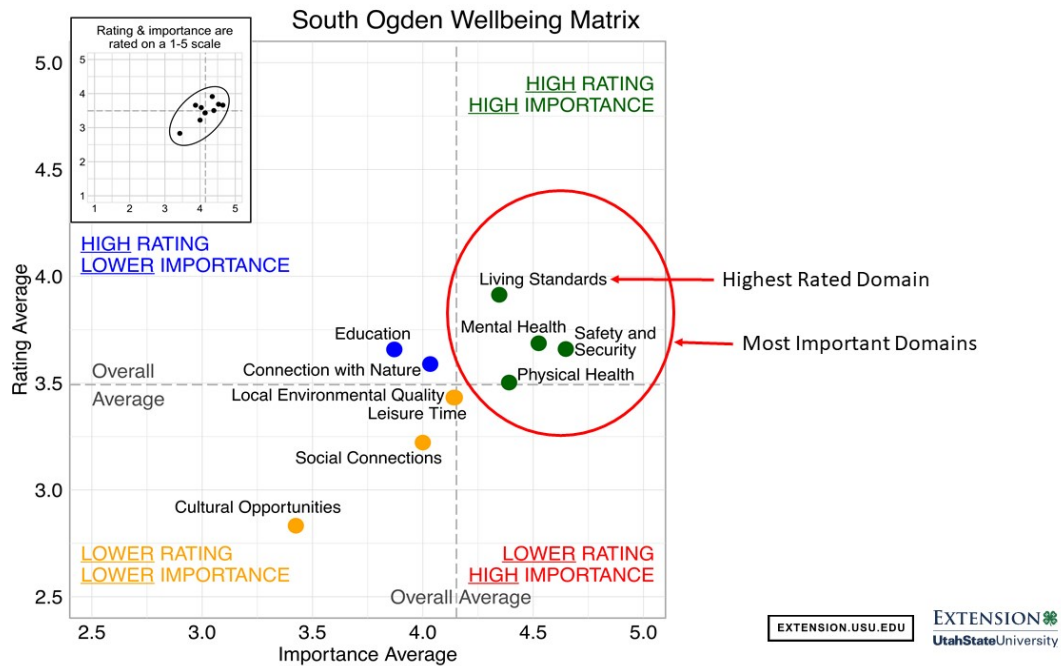


# Personal Wellbeing in South Ogden

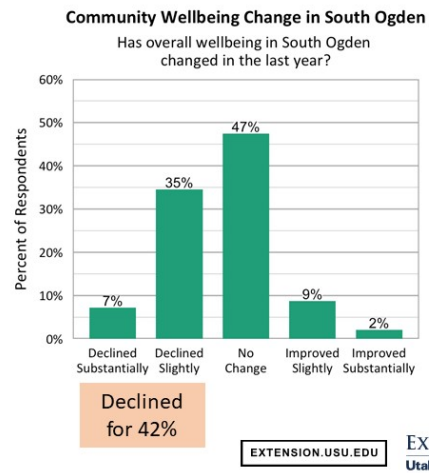
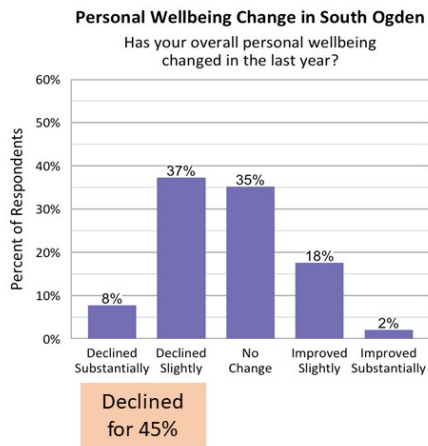


# Community Wellbeing in South Ogden





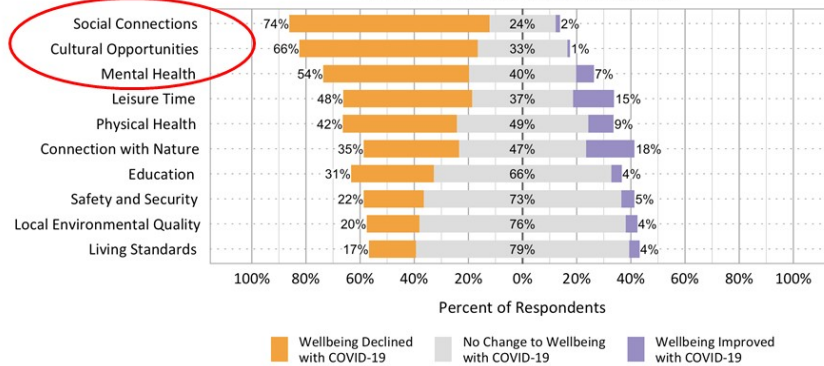
## South Ogden's COVID-19 Experience



# South Ogden's COVID-19 Experience

## The COVID-19 Pandemic's Affect on Wellbeing Domains in South Ogden

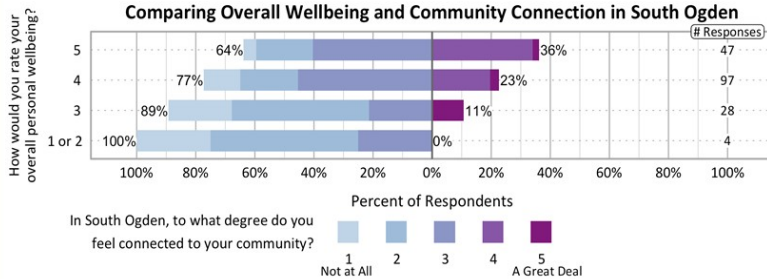
Have any of these categories of your personal wellbeing been affected by the COVID-19 pandemic?



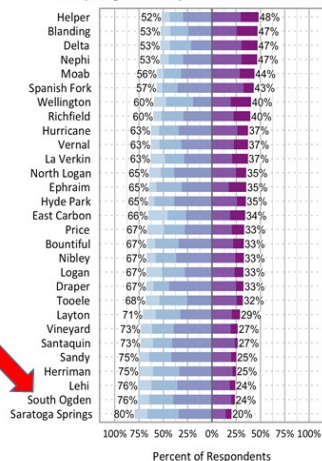
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## Community Connections



### Comparing Community Connection Across Cities



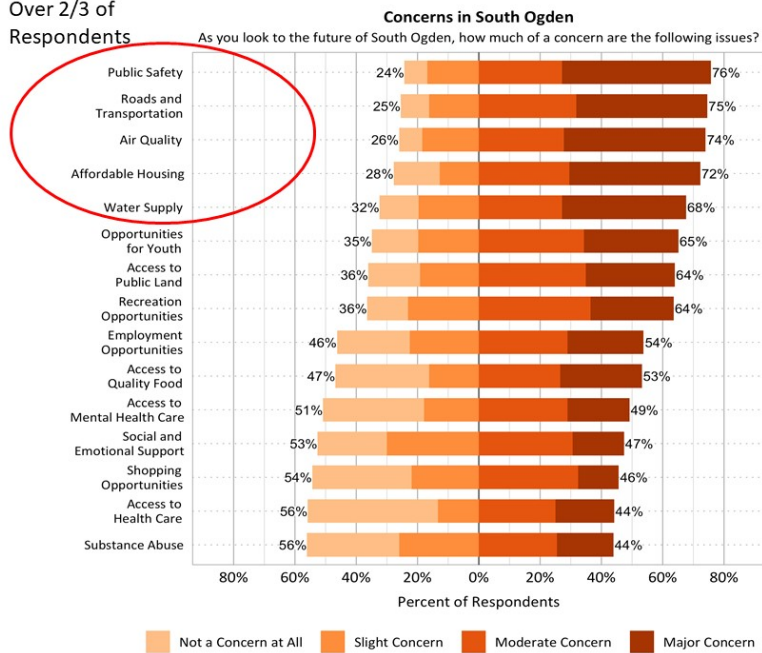
How connected do you feel to your city as a community?

1 Not at All 2 3 4 5 A Great Deal

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Over 2/3 of Respondents



Other Concerns:

- High density housing
- Traffic & Speeding

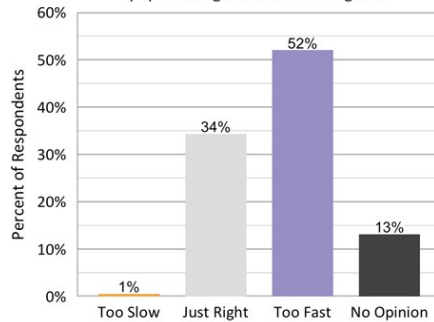
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## Population and Economic Growth

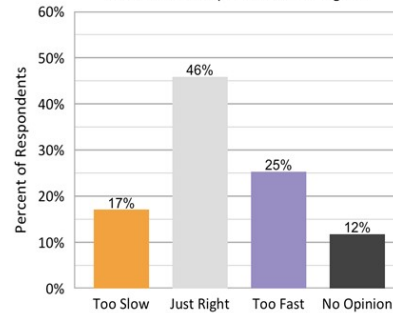
### Population Growth in South Ogden

How would you describe the current rate of population growth in South Ogden?



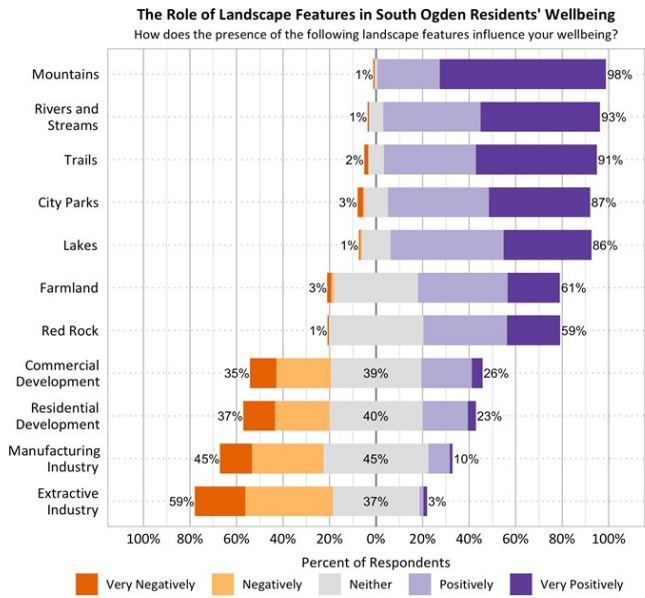
### Economic Development in South Ogden

How would you describe the current pace of economic development in South Ogden?



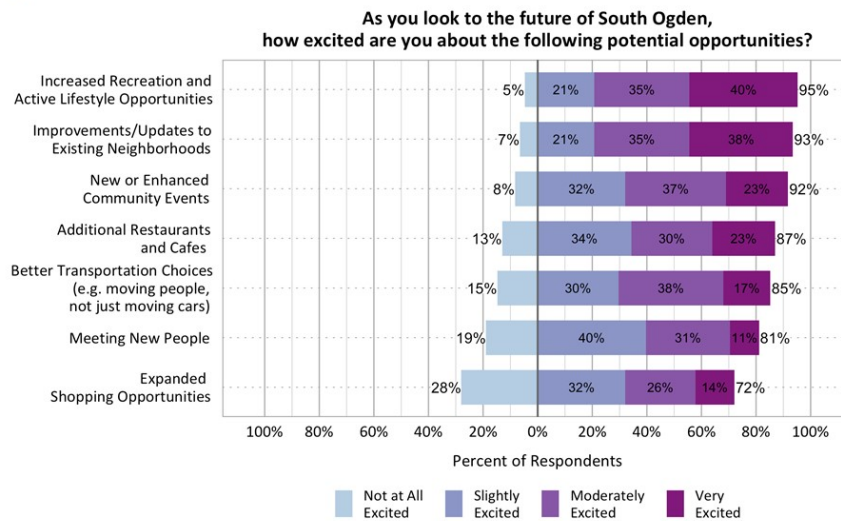
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UtahStateUniversity



## Landscapes and Wellbeing

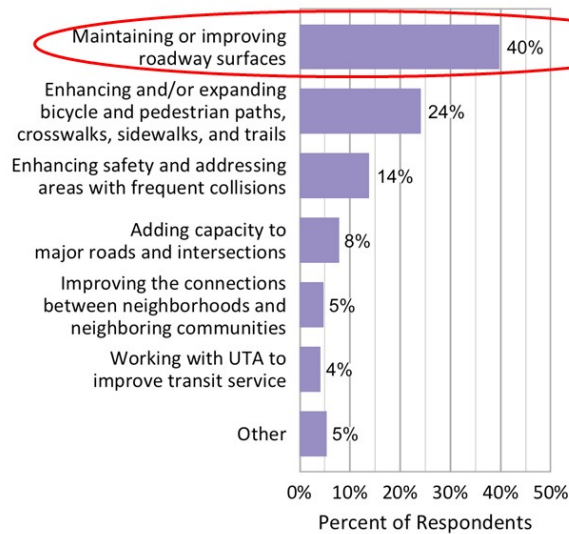
## South Ogden Opportunities





## South Ogden Transportation

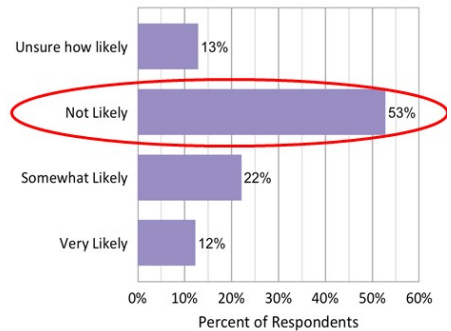
Thinking specifically about transportation as you look to the future of South Ogden, which of the following is most important to you:



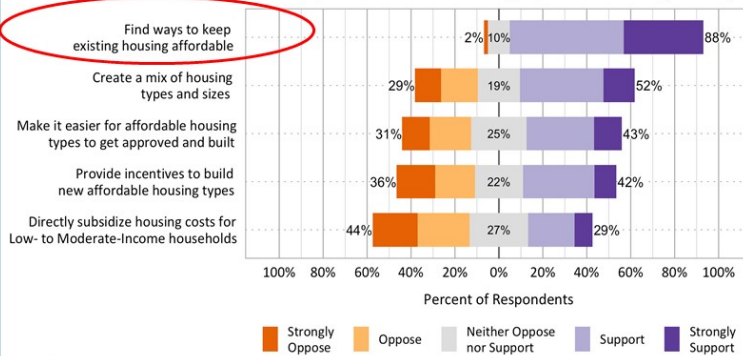
## South Ogden Housing

The majority of respondents currently live in single-family housing (90%).

If you were to change your housing arrangement in the next five years, how likely is it that you could find new housing that is affordable to you in South Ogden if desired or necessary?

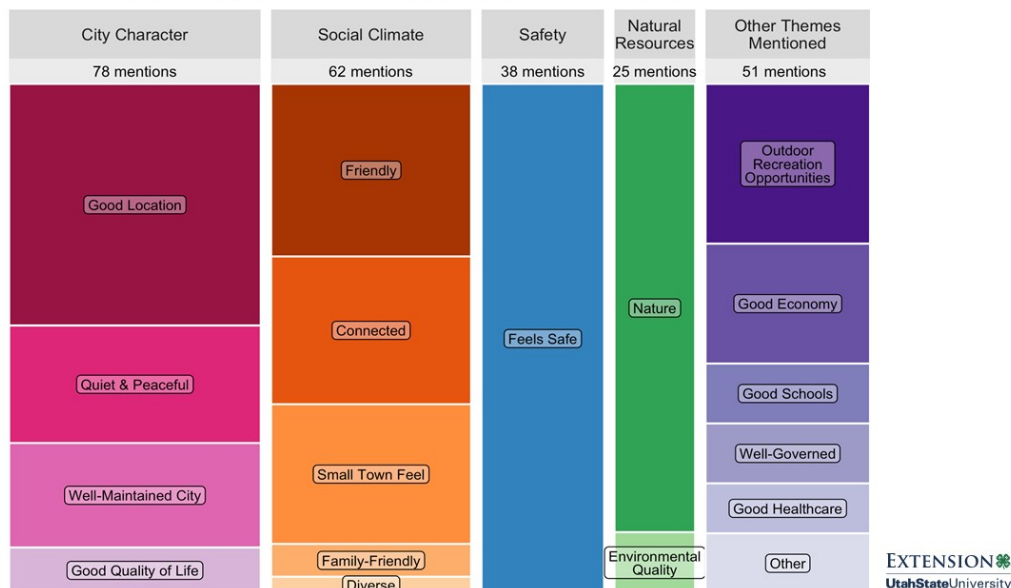


As you look to the future of South Ogden, how supportive are you of the following potential strategies to help provide Affordable Housing Options in South Ogden City?



### Open Comments: Community Values in South Ogden

The size of the box is proportional to the number of times the theme was mentioned.



Plenty more findings in the report online!  
<https://extension.usu.edu/business-and-community/utah-wellbeing-project/>

New Wellbeing Resource Dashboard coming in 2022!

Thank you!  
 Any Questions?



# STAFF REPORT



**SUBJECT:** Wasatch Front Football Agreement 2021  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Parks & Recreation  
**DATE:** 9-2-21

---

## RECOMMENDATION

City staff is recommending the WFFL agreement be approved. The approval of this agreement will allow the City recreation program to continue its participation in the Wasatch Front Football League for the 2021 season.

## BACKGROUND

South Ogden City has been using the WFFL as the organization for our youth to participate in tackle football for twenty plus years. This agreement is renewed on an annual basis. The agreement identifies the fees and rules for which all franchises/associations that play in the WFFL will abide by.

## ANALYSIS

The agreement establishes a fee for each team to participate in the 2021 season. The fees are \$65.00 per team(Jr. Pee Wee -Bantam) and \$32.50 per team(Jr. Mite & Mitey Mite). South Ogden Recreation has seven teams this year. The cost to the recreation program will be \$325.00 for the 2021 season. The number of teams varies from year to year depending on the number of youth that play. We have had anywhere from 4-10 teams playing in years past.

## SIGNIFICANT IMPACTS

The \$325 fee has been accounted for in the budget.

## ATTACHMENTS

None

**Resolution No. 21-28**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING RENEWING A  
FRANCHISE AGREEMENT WITH WASATCH FRONT FOOTBALL  
LEAGUE, AND PROVIDING THAT THIS RESOLUTION SHALL  
BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL  
PASSAGE.**

**SECTION I - RECITALS**

**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 that in conformance with Utah Code ("UC") § 10-1- 401, et. seq., the governing body of the city may enter into franchise agreements with various service providers; and,

**WHEREAS**, the City Council finds that Wasatch Front Football League is an organization that provides opportunities for young people to play competitive football as part of the recreation program of South Ogden City (the "City") and other surrounding areas; and,

**WHEREAS**, the City Council finds that providing competitive football requires the availability and organization of varied facilities within the City; and,

**WHEREAS**, the City Council finds that under Utah Code, the City has the authority to grant to Wasatch Front Football League a franchise to provide football services within the City; and,

**WHEREAS**, the City Council finds that the City desires to set forth the terms and conditions by which Wasatch Front Football League shall use the public facilities of the City to provide these services; and,

**WHEREAS**, the City Council finds it necessary to insure provision of adequate and effective various services for city residents; 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 - FRANCHISE AGREEMENT AUTHORIZED**

The **"Wasatch Front Football League Franchise/Association Agreement"** Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Approved And Adopted With The Condition That The City Manager, With The Concurrence Of The City Attorney, Is Authorized To More Fully Negotiate And Resolve Any Remaining Details, Or Changes, If Any, Under The Agreement On Behalf Of The City And The Manager Is Authorized To Sign, And The City Recorder Is Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval. If The City Manager Is Unable To Successfully Resolve Any Remaining Details, Or Changes, This Authorization And Approval Shall Be Void And The City Manager Shall So Notify The Council.

## **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 have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

## **SECTION VI - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of September, 2021, 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 7<sup>th</sup> day of September, 2021.**

**SOUTH OGDEN CITY**

---

Russell Porter, Mayor

**ATTEST:**

---

Leesa Kapetanov, CMC  
City Recorder

## **ATTACHMENT "A"**

### **Resolution No. 21-28**

Resolution Of South Ogden City Approving Renewing A Franchise Agreement With Wasatch Front Football League, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

**Wasatch Front Football League  
Franchise/Association Agreement**

THIS FRANCHISE/ASSOCIATION AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 By and between the Wasatch Front Football League, a non-profit 501(C)(3) Organization (hereafter referred to as "WFFL") and \_\_\_\_\_ a \_\_\_\_\_ (hereafter referred to as "Franchise/Association"), with reference to the following facts:

A. WFFL is the owner and operator of certain proprietary and other property rights and interests in and to:

1) the "WFFL" (Wasatch Front Football Association) name and such other related trademarks, trade names, service marks, logotypes, insignias, and designs as "WFFL" may use from time to time (the trademarks) in connection with the development operation and maintenance of Franchise/Association may be authorized to use from time to time in operating the Franchise/Association, and

2) the "WFFL" procedures for the operation of such Franchise/Association, including advertising, materials, signs, personnel management, administration and control systems.

B. "WFFL" desires to expand and develop the Franchise/Association, and desires a Franchise/Association who will promote and operate little league football teams, in accordance with the "WFFL" terms and conditions contained in this Agreement, league rules, by-laws, policies and procedures as set forth from the "WFFL" governing body.

WHEREFORE IT IS AGREED

I.

**GRANT OF WASATCH FRONT FOOTBALL LEAGUE FRANCHISE/ASSOCIATION**

**1.1 Grant of League Franchise/Association**

"WFFL" hereby grants to Franchise/Association, and Franchise/Association hereby accepts, a nonexclusive and revocable authorization to make reasonable use of the designated Franchise/Association area, during the term to open and operate a "WFFL" little league football program, and to procure, screen, qualify, train and assist. Coaches, players, employees and others necessary to run a program, in the development area more fully described in Exhibit "A" which is annexed hereto and by this reference made a part hereof, upon the terms and subject to the conditions of this Agreement.

1.2 Franchise/Association is subject to the terms and conditions set forth in this agreement, league rules by-laws, general policies, procedures and terms as set forth by the executive board of the "WFFL" from time to time, and more fully described in Exhibit B. Nothing in

this Franchise/Association Agreement shall be deemed to waive the requirements of the other rules, by-laws, policies or procedures of general applicability enacted, or hereafter enacted, by the "WFFL".

*2.1 Minimum Development Obligation*

Franchise/Association shall construct, equip, open and continue to operate, and procure, screen, qualify, train and assist all involved in the organization of the "WFFL" little league football Franchise/Association.

2.2 Each Franchise/Association area shall be subject to a separate agreement. And terms set forth by the "WFFL" governing body specific to each Franchise/Association area, more fully described in Exhibit B.

2.3 Each Franchise/Association will be subject to "WFFL" specified training and certification of Franchise/Association area directors, coaches, and all other personnel involved with the administration and day to day activities of the Franchise/Association.

2.4 Each Franchise/Association must use the designated materials as outlined in the league operations manual, and provided by the "WFFL" organization, including but not limited to, registration, player participation, and player eligibility.

*3.1 TERM*

The term of this Agreement (the "Term") shall be for a period of one (1) Season, commencing on the effective date hereof, and ending at the end of the season, as prescribed in the terms set for each Franchise/Association area, more fully described in Exhibit B, unless sooner terminated in accordance with the provisions herein.

4.2 Pursuant to league rules, by-laws, policies, procedures and terms, as set forth by the WFFL governing body, the WFFL is Authorized to grant or renew Franchise/Associations to construct, operate and maintain a Little league football program under the guidelines set forth.

*4.3 Franchise/Association Breaches: Termination of Franchise/Association*

Furthermore the WFFL holds exclusive right to terminate this Franchise/Association for Cause. Termination may be at anytime during the Term of this agreement. The WFFL executive board will determine cause, after investigation of any violations of this agreement, league rules, by-laws, policies, procedures and terms (as prescribed in Exhibits A & B), including but not limited to the previous listed infractions. All executive board rulings will be final and binding.

*4.4 Procedures for remedying Franchise/Association Violations*

If the WFFL believes that the Franchise/Association has failed to perform any obligation

under this Agreement or has failed to perform in a timely manner, the "WFFL" shall notify the Franchise/Association in writing, stating with reasonable specificity the nature of the alleged default. The Franchise/Association shall have seven (7) days from the receipt of such notice to:

- 1) respond to the "WFFL", contesting the "WFFL's" assertion that a default has occurred, and requesting a hearing; or
- 2) cure the default; or
- 3) notify the "WFFL" that Franchise/Association cannot cure the default within seven (7) days because of the nature of the default. In the event the default cannot be cured within seven (7) days the Franchise/Association must notify the "WFFL" so that it can be determined whether additional time beyond the seven (7) days will be granted. The Franchise/Association shall promptly take all reasonable steps to cure the default and notify the "WFFL" in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the "WFFL" may set a hearing to determine whether additional time beyond the 7 days is indeed needed, and whether the Franchise/Association's proposed completion schedule and steps are reasonable.

If the Franchise Association does not cure the alleged default within the cure period stated above, or by the projected completion date above, or denies the default and request a hearing, or the "WFFL" orders a hearing to investigate said issues or the existence of the alleged default. At the hearing, Franchise/Association shall be provided an opportunity to be heard and to present evidence in its defense. The determination as to whether a default or a material breach of this agreement has occurred shall be within the "WFFL's" sole discretion.

If after the hearing, the "WFFL" determines that a default still exists, the "WFFL" shall order the Franchise/Association to correct or remedy the default or breach within three (3) days or within such other reasonable time frame as the "WFFL" shall determine. In the event the Franchise/Association does not cure said default or breach within such time to the "WFFL's" reasonable satisfaction, the "WFFL" may:

- 1) Withdraw membership of any team or teams, player or players, coach or coaches, director or directors, or any other member of the Franchise/Association organization indefinitely.
- 2) Revoke this Franchise/Association in its entirety, removing all teams from the current schedule.
- 3) Review Franchise/Association application for the next season, and withhold any Franchise/Association agreements for an indefinite period of time.

#### **4.5      *Revocation***

In addition to revocation in accordance with other provisions of this Agreement. The "WFFL" may revoke this Agreement and rescind all rights and privileges associated with this Agreement in the following circumstances. Each of which represents a material breach of this Agreement.

- 1) If the Franchise/Association fails to perform any substantial obligations under



this Agreement or other terms and provisions entered into by and between the “WFFL” and the Franchise/Association in the form of rules, by-laws, policies, procedures and terms as set forth by the “WFFL”, and as interpreted by the “WFFL” executive board.

2) If the Franchise/Association practices any fraud or deceit upon the “WFFL”; or  
3) If the Franchise/Association becomes defiant or disrespectful, to the “WFFL” rules, by-laws policies, procedures and terms as set forth by the “WFFL” executive board.

#### *5.1 Policies and Powers*

Franchise/Association’s rights hereunder are subject to the policies and powers of the “WFFL” to adopt and enforce rules, by-laws, policies, procedures and terms, necessary to the safety, health, and welfare of the youth participants, and Franchise/Association agrees to comply with all applicable rulings enacted, or hereafter enacted, by the “WFFL” having jurisdiction over the subject matter hereof.

5.2 The WFFL reserves the right to exercise its policies and powers, notwithstanding anything in this agreement to the contrary, and any conflict between the provisions of this Agreement and any other present or future lawful exercise of the “WFFL’s” policies and powers shall be resolved in favor of the “WFFL”.

5.3 The WFFL shall be vested with the power and right to regulate reasonably the exercise of the privileges permitted by this Agreement in the public interest, or to delegate that power and right, or any part thereof, to any agent including, but not limited to the “WFFL” board members, in its sole discretion and

5.4 Subject to applicable law, Franchise/Association shall not be relieved of its obligations to comply, promptly and completely, with any provision of this Franchise/Association by any failure of the “WFFL” to promptly enforce compliance with this Franchise/Association.

#### *5.1 General Indemnification.*

Franchise/Association shall indemnify, defend and hold the “WFFL”, its officers, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees of expenses, arising from any casualty or accident to person or property, including, without limitation, copy write infringement, defamation, and all other damages in any way arising out of, or by reason of, any act done under this Franchise/Association, by or for Franchise/Association, its agents or its employees, or by reason of any neglect or omission of Franchise/Association. Franchise/Association shall consult and cooperate with the “WFFL” while conducting its defense of the “WFFL”

#### *6.1 Insurance*

Franchise/Association shall maintain public liability and property damage insurance that

protects the Franchise/Association and the "WFFL", its officers, agents, and employees from any and all claims for damages or personal injury including death, demands, actions, and suits brought against any of them arising from operations under this Franchise/Association or in connection therewith.

- 6.2 Franchise/Association shall not have any monetary recourse against the "WFFL" or its officials, board members, commissioners, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Agreement or the enforcement thereof.

*7.1 Effective Date*

The effective date of this Agreement shall be **June 1, 2020** (or 30 days after adoption of this Agreement by the "WFFL", whichever occurs later). Unless the Grantee fails to file the unconditional written acceptance of this Agreement and post the security required hereunder, in which event this Franchise/Association shall be null and void, and any and all right of the Grantee to operate a "WFFL" Franchise/Association under this or any other agreement is hereby terminated.

- 7.2 Franchise/Association is not relieved of its obligation to comply with any of the provisions of this Agreement or the Franchise/Association terms by reason of any failure of the "WFFL" to enforce prompt compliance. Franchise/Association's forbearance or failure to enforce any provision of this agreement shall not serve as a basis to stop any subsequent enforcement.

- 7.3 The "WFFL" and Franchise/Association hereby waive respectively any and all rights, other than constitutional rights, to at any time or in any manner or proceeding challenge this Agreement or validity of any term or provision of this agreement, and any such challenge shall constitute a material breach of this agreement, provided, however, that "WFFL" or Franchise/Association may challenge any provision of this agreement based on a change in law, should the law pertaining to that provision change. Franchise/Association agrees that it will not challenge the "WFFL's" authority to enter into this agreement as of the effective date hereof.

*8.1 Execution*

This Agreement shall not be entered into, or binding, until fully executed by the "WFFL" in accordance with all requirements appertaining thereto, including full signature, execution and attestation in the spaces below. This Agreement shall be binding upon the heirs, successors, and assigns of the parties in case any or all of them assume authority over the operation of this Franchise/Association, and failure to agree to, or abide by, the terms of this Franchise/Association agreement by any entity or person assuming authority over the operation of the Franchise/Association shall be deemed a violation of this agreement.

Franchise/Association

Signed \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Wasatch Front Football League

Signed \_\_\_\_\_

by: \_\_\_\_\_

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

## Exhibit A

a) Franchise/Association Area means the area within the jurisdictional boundaries of the Franchise/Association, as assigned by the "WFFL", including any areas annexed or removed by the "WFFL" during the term of this agreement.

### *Franchise/Association Area*

Franchise/Association shall provide services, as authorized under this Franchise/Association, within the Franchise/Association area and the jurisdictional boundaries as prescribed by the "WFFL" including any areas annexed or removed during the term of this Agreement in accordance with the Area boundaries as set forth in Exhibit A.

## DISTRICT BOUNDARIES

NORTH OGDEN: All of North Ogden and Pleasant View City boundaries, plus Weber High School boundary within Harrisville city limits. All of Eden, Liberty, Greenhill Co. Estates, Evergreen & Sunridge Estates, Idlewild Townsite, Hermitage, Wildwood and Huntsville City boundaries, including Ogden Canyon to the mouth of Ogden Canyon.

OGDEN: All of Ogden City boundaries.

SOUTH OGDEN: All of South Ogden City, Uintah, and Uintah Highlands.

WASH. TERRACE: All of Washington Terrace and Riverdale city boundaries.

BEAR RIVER\*: All of Plymouth, Deweyville, Fielding, Elwood, Garland, Beaver Dam, Tremonton, Thatcher, Bothwell, Portage, Riverside, Collinston, Penrose, Snowville, Park Valley, Grouse Creek and Howell City boundaries, including Malad and Stone, ID. In unincorporated BE County, all players north of 6800 North.

BRIGHAM CITY\*: All of Corinne, Brigham City, Mantua, Perry and Willard City boundaries. In unincorporated BE County, all players south of 6800 North.

**\*All of Bear River City & Honeyville residents have their choice in year one playing football. A player will remain in that association for remainder of playing career in the WFFL.**

LOGAN: All of Logan City boundaries.

MOUNTAIN CREST: All of Petersborough, Mendon, Wellsville, Mt. Sterling, Hyrum, Avon and Paradise City boundaries.

[Type here]

SKY VIEW: All of Hyde Park, Smithfield, Richmond, Cove, Lewiston, Cornish, Clarkston and Trenton City boundaries.

PRESTON, ID: Franklin and Bear Lake Counties, ID.

FARMINGTON: **All of Farmington High School** boundaries and South to the Davis County border.

KAYSVILLE: **Kaysville - All of Fruit Heights and Kaysville City (except Farmington High School Boundaries) including all unincorporated Davis County residences located within the zip code boundaries of 84037**

LAYTON: All of Layton city boundaries (including all unincorporated Davis County residences located within the zip code boundaries of 84041), plus H.A.F.B. base housing boundaries.

WEST POINT: All of West Point city boundaries.

MORGAN: All of Morgan County boundaries (Morgan, Como Springs, Littleton, Milton, Stoddard, Richville, Porterville, Whites Crossing, Taggart, Croydon, Devils Slide, Mountain Green, Peterson, Enterprise).

PLAIN CITY: All of Plain City, Farr West, Marriott/Slaterville, Warren city boundaries, plus Harrisville city boundaries excluding Weber High School boundary. Also parts of West Warren and West Weber South until the North side of State Rd 39

RIDGELINE: Young Ward, College Ward, Nibley, Millville, Providence and River Heights City Boundaries

ROY: All of Roy city boundaries and the part of Hooper city boundaries East of 5100 west, including the East side of that boundary, excluding 5100 West South to 5850 S. then East to 4950 W. then South to the Davis County Border.

CLINTON: All of Clinton and Sunset city boundaries.

[Type here]

SYRACUSE: All of Syracuse city boundaries.

WEST HAVEN: All of West Haven and Taylor city boundaries, parts of West Warren and West Weber North until the South side of State Road 39. All of Hooper city boundaries except East of 5100 W, including the East side of that boundary (includes unincorporated Hooper/Davis County), plus 5100 West South to 5850 S. then East to 4950 W. then South to the Davis County Border.

GREEN CANYON: All of North Logan, Hyde Park, Benson, Newton, Clarkston, Amalga, and Cache Junction City Boundaries.

## Exhibit B

### TERMS

a) Franchise Association Fee means any fee or assessment of any kind imposed by a "WFFL" authority

#### *Franchise Association Fee*

As compensation for the benefits and privileges granted under this Franchise/Association and in consideration of permission to use the "WFFL's" name and logo, the Franchise/Association shall pay a franchise association fee to the "WFFL" in the amount of **\$32.50 (Jr. Mite and Mitey Mite) and \$65.00 (Jr. Pee Wee through Bantam)** per team registered to the "WFFL". Franchise/Association will not be considered fully franchised until these fees have been paid.

b) Terms, are the individual conditions set forth by the "WFFL" governing body for each Franchise/Association area to be allowed to compete in the "WFFL" youth football program.

#### *Specific Franchise/Association Terms*

The Franchise/Association of the \_\_\_\_\_ area agrees to comply with the following conditions in order to be allowed to compete within the "WFFL" youth football program during the 20\_Season. Beginning **July 1, 2021** ending **November 30, 2021.**

c) - Referee Game Fees for the **2021** season for **Jr. Pee Wee through Bantam Divisions**, will be \$55 per game for UHSAA & IHSAA Certified "Varsity" Officials, \$50 per game for UHSAA & IHSAA Certified "Sub-Varsity" Officials and \$40 for Non-Certified UHSAA & IHSAA Officials.

- Referee Game Fees for the **2021** season for **Jr. Mite and Mitey Divisions**, will be \$45 per game for UHSAA & IHSAA Certified "Varsity and Sub-Varsity" Officials and \$35 for Non-Certified UHSAA & IHSAA Officials.

# STAFF REPORT



**SUBJECT:** Discussion - Trail Maintenance  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Parks & Recreation  
**DATE:** 9-2-21

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## RECOMMENDATION

No recommendaton at this time.

## BACKGROUND

The last few years the discussion on trail maintenance has come up a few times. This year it is on the strategic plan as goal 3.4.3: Prepare trails for winter maintenance and use by the public.

## ANALYSIS

Over the past few weeks, City staff has walked the trails with different individuals to get options to accomplish this goal. When the trails were first installed, it was determined that they would be used during three seasons: spring, summer, and fall. Winter months would be "enter at your own risk" for use of the trails. The existing trails were constructed with 2"- 4" of road base topped with 2" of asphalt. These depths were never meant to handle the maintenance required to make them useable for the public during the winter months. After exploring options to accomplish goal 3.4.3, the asphalt needs to be 3" or greater. The best solution is to pulverize the existing trails and use it to give a new base for the trails. The next step is to have 3" of better asphalt mix be installed over that to handle the winter maintenance. With the combination of the new sub-base and a better blend of asphalt the trails will be ready for City staff to maintain for winter use by the public.

## SIGNIFICANT IMPACTS

Impacts will depend on the decision of which trails are picked and the type of repair to be completed. The City has four trails that meet this criteria.

Estimated costs to repair/upgrade all 4 trails currently in South Ogden Parks System is \$377,821.

## ATTACHMENTS



# STAFF REPORT



**SUBJECT:** Ordinance Enforcement Update and  
Recommendations  
**AUTHOR:** Chief Parke  
**DEPARTMENT:** Police  
**DATE:** 9-7-2021

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## RECOMMENDATION

This is an update to the council on ordinance enforcement, and identifies changes to city code. If the council agrees with the intent indicated, it is recommended they direct the changes be sent to the city attorney for processing, and be brought to the council for adoption.

## BACKGROUND

Councilmember Smyth requested to work with the Code Enforcement Officer to understand current processes and to try to identify any improvements. Officer Hardman, Councilmember Smyth, and the City Manager met several times over the summer.

Officer Hardman studied ordinances of other organizations and evaluated which might improve our processes. Officer Hardman and Chief Parke discussed the various methods available, and identified changes to SOC code, which would clarify several areas.

One change identified by Officer Hardman, and previously implemented by the council, involved conflicts in SOC lawn watering restrictions in relation to Weber Basin District directives.

Officer Hardman consulted with the city attorney and began using a civil process specified in SOC code to address unkempt properties. This procedure has sped up the resolution of the vast majority of issues.

## ANALYSIS

It is important to keep in mind the difference between land use and code enforcement. Code enforcement deals with the removal of debris, junk cars, weeds, and property conditions in violation of city code. Code enforcement does not make improvements involving watering of lawns, painting structures, or building conditions; all of which are land use/ zoning issues.

The attached ordinance recommendations do the following: defines weeds, creates new code section “4-3-6 Weed Control”, adds ‘no on lawn parking’ from code 6-1-5, k to 4-2-12, defines “Graffiti” and “Graffiti Instrument”, state property owner responsibilities involving graffiti

removal, creates code “4-3-7 Noxious Weeds”, and creates code “5-2-12 Criminal Damage To Property”.

### **SIGNIFICANT IMPACTS**

No significant budget impacts.

### **ATTACHMENTS**

Ordinance Changes Attachment Sept 2021.

#### **4-2-1: DEFINITIONS:**

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

**ABATE:** To put an end to any condition which is a violation of this chapter.

**DELETERIOUS:** Anything injurious to the health, safety or welfare of any person.

**Graffiti:** "Graffiti" means inscriptions, drawings, paintings or other visual defacing of buildings, structures, roadways or natural features, without the consent of the owner thereof, and which is not otherwise authorized and permitted pursuant to this chapter.

**Graffiti Instrument:** "Graffiti instrument" means any tool, instrument, article, substance, solution, or other compound designed or commonly used to paint, write, spray, scratch, affix, inscribe, or otherwise place a mark upon a piece of property.

**OWNER:** Any person, who alone or with others:

A. Has legal title to any premises or dwelling, with or without accompanying actual possession thereof; or

B. Has charge, care or control of any premises or dwelling, as legal or equitable owner, lessee or is an agent of the owner or the estate of the owner in any manner.

**PREMISES IDENTIFICATION:** Numbers or addresses placed on or assigned to all new and existing buildings or lots so as to identify any piece or parcel of real property from any other piece or parcel without need for a full title search and legal description.

**REFUSE, DEBRIS, GARBAGE, JUNK (Collectively Referred To Throughout This Chapter As JUNK):** Includes, but is not limited to, the following: spent, useless, worthless or discarded materials; used tires; parts of vehicles; old and unused machinery and appliances or parts thereof; trash; rubbish; waste plant materials, trimmings, weeds, either growing or dead; litter; scrap building materials; waste food products; dead animals; unused or discarded bicycles, tricycles, or other types of recreational vehicles or parts thereof; scrap metal, wastepaper products or lumber; accumulations of dirt, gravel, ashes or fire remains; or any other waste materials.

**WRECKED, INOPERABLE, OBSOLETE OR ABANDONED VEHICLES:** Includes, but is not limited to, the following: A motor vehicle shall be deemed wrecked, inoperable, obsolete, unused or abandoned where:

A. They are vehicles designed to be used in demolition driving contests or similar events;

B. They are vehicles without proper and current registration;

C. The vehicle is or has been made inoperable due to a collision or other event;

D. It does not bear, or the owner cannot produce for examination, a current and valid certificate of inspection for the vehicle in question;

E. And if that vehicle has any one of the following characteristics:

1. Is in a state of being, or having been, wrecked, dismantled, either wholly or partially, or is inoperable for any reason, or has not been operated for a period of three hundred sixty five (365) days; or

2. Has a broken fender, door, bumper, hood, door handle, steering wheel, top, trunk handle or tailpipe; or

3. Which, because of its defective or deleterious condition, constitutes a threat to public health or safety. (Ord. 899, 2-4-1997; amd. 2001 Code)

**WEEDS:** Vegetation growing upon any real property within the city which will attain such a growth as to become a fire hazard when dry, or which is otherwise noxious, a nuisance or dangerous, as determined by the fire department, Ordinance Officer or county health department. Weeds shall also include, but shall not necessarily be limited to, the following:

A. Dry grasses, stubble, brush, tumbleweeds and clippings which endanger the public health and safety by creating a fire hazard, insect or rodent harborage, or any other nuisance;

B. Poison ivy, when the public health and safety in residential or other developed and populated areas are affected;

C. Those plants named in the Utah noxious weed act, Utah Code Annotated title 4, chapter 5, and its subsequent regulations and successor sections.

#### **4-2-2-1: PROPERTY MAINTENANCE RESPONSIBILITIES:**

A. It shall be the duty of the owner, agent, occupant or lessee of real property to keep their exterior property free of conditions which violate the provisions of this chapter.

B. It shall be the duty of the owner, agent, occupant or lessee of real property abutting and bordering on any public street in the city to keep the area between their property line and the curb or edge of the roadway free of conditions which violate the provisions of this chapter. Such area shall include sidewalks, park strips between streets and sidewalks, or other adjacent landscaped or open areas within a dedicated public right of way.

C. It shall be the duty of the owner, agent, occupant or lessee of real property which faces on an abutter's alley to keep that portion of the alley which is adjacent to such property, free of conditions which violate the provisions of this chapter. If the alley was dedicated for the benefit of real property on both sides of the alley, the duty shall extend to the centerline of the alley. If the alley was dedicated only for the benefit of real property along one side of the alley, the duty shall extend for the entire width. (Ord. 09-13, 9-22-2009, eff. 1-1-2010)

D. Owners of property, structures, buildings or natural features upon which graffiti has been placed shall promptly remove such graffiti. The owner may object to the required graffiti cleanup by filing an appeal with the city manager or his designee within five (5) days of any

notice. If the city manager or his designee finds that the property owner has reasonably responded to cleaning graffiti from the property on past occasions and has failed to clean the graffiti in the matter at hand primarily due to the cost of repeated cleaning, the property may be cleaned by the city at a reduced charge or no charge.

#### **4-2-12: PROHIBITED ACTIVITIES; PENALTIES:**

A. Causing Or Permitting Nuisance; Duty To Abate: It shall be unlawful for any owner, occupant, agent or lessee of real property within the city, to allow, cause or permit the following material or objects to be in or upon any yard, garden, lawn, or outdoor premises of such property: junked, wrecked, dismantled, inoperative, discarded or abandoned vehicles; and refuse, debris, garbage, weeds and junk, as defined in section [4-1-1](#) of this title through section [4-2-2](#) of this chapter, or cause or permit the same to be in or upon any parking space, alley or sidewalk adjoining such yard, lot or piece of property within the city and it shall be the duty of such owner or occupant to abate and remove any such nuisance from such premises.

B. Failure To Abate: It shall be unlawful for any owner or occupant to fail to abate, within the required time period, any nuisance as defined in section [4-1-1](#) of this title through section [4-2-2](#) of this chapter, after service of notice pursuant to section [4-2-4](#) of this chapter.

C. Misdemeanor: Any owners, agents, occupants or lessees violating the provisions of this chapter shall be guilty of a class C misdemeanor, punishable as provided under section [1-4-1](#) of this code. Every day that a violation continues shall be considered a separate offense and shall be punishable as provided herein.

D. City Abatement And Associated Civil Penalties: Litter or other unlawful accumulations or conditions not removed from private property, or adjacent sidewalks, park strips, alleys, or other adjacent areas for which the person is responsible under the provisions of this chapter, may be removed by the city pursuant to the provisions of section [4-3-5](#) of this title, or its successor, with costs and expenses for such cleaning or removal and civil penalties to be assessed in accordance with the provisions of this chapter.

E. Civil Penalties: Owners, agents, occupants or lessees who fail to correct a violation of the provisions of this chapter after notice of violation and expiration of the warning period may, at the option of the city, be subject to the following civil penalties in lieu of the misdemeanor penalty described in subsection C of this section:

1. The first civil citation issued after expiration of the warning period shall subject the responsible party to the initial penalty of one hundred twenty five dollars (\$125.00).

2. The second civil citation issued after expiration of the warning period and the prior imposition of the initial penalty shall subject the responsible party to the intermediate penalty of two hundred fifty dollars (\$250.00).

3. Any subsequent civil citation issued after expiration of the warning period and the prior imposition of the intermediate penalty, or any reoccurring violation under this

section, shall subject the responsible party to the maximum penalty of five hundred dollars (\$500.00).

F. Other Remedies: This chapter may also be enforced by injunction, mandamus, judicial abatement or any other appropriate action in law or equity.

G. Daily Violations: Each day that any violation of this chapter continues shall be considered a separate offense for purposes of the penalties and remedies available to the city.

H. Compliance: Accumulation of penalties for violations, but not the obligation for payment of penalties already accrued, shall stop on correction of the violation.

I. Cumulative: Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce the provisions of this title. (Ord. 13-09, 5-7-2013, eff. 5-7-2013)

#### J. Lawn Or Landscape Parking Prohibited:

1. Prohibited: It shall be unlawful for any motor vehicle, boat, camper, recreational vehicle, ATV, UTV, or motorcycle to be parked upon any residential property in an area naturally designed to be lawn or landscape. Parking upon residential properties shall conform to residential zoning regulations outlined in title 10 chapter 17 of this Code.

2. Exceptions To Lawn Or Landscape Parking: During snow removal from public streets as outlined in subsection I, "Parking During Snowstorms", of this section.

3. Penalty: Any person violating this subsection shall be guilty of an infraction. (Ord. 19-05, 4-9-2019, eff. 4-9-2019)

#### Create 4-3-6 Weed Control:

A. Premises: It is unlawful for any owner, occupant, agent or lessee of real property in the city to fail to maintain the height of weeds and grasses, in the manner provided herein, on such property, or to fail to remove from the property any cuttings from such weeds or grasses.

B. Park Strips: It is unlawful for any owner, occupant, agent or lessee of real property in the city abutting and bordering on any public street, for the distance such property abuts and borders the street, to fail to maintain the height of weeds and grasses, in the manner provided herein, in the area from the property line to the curb line of the street, or to fail to remove from such area any cuttings from such weeds or grasses.

C. Abutter's Alleys: It is unlawful for any owner, occupant, agent or lessee of real property in the city which faces on an abutter's alley for the distance such property abuts and borders, to fail to maintain the height of weeds and grasses, in the manner provided herein, in that portion of the abutter's alley for which the owner, occupant, agent or lessee is responsible.

D. Weed Control Specifications: green; areas to change to fit us

1. Except as otherwise provided in subsection D2 of this section, weeds and grasses shall be maintained at a height of not more than six inches (6") at all times, and the cuttings shall be promptly cleared and removed from the premises; provided, however, that this subsection shall not be applicable to any ornamental grass so long as it is used and maintained solely, or in combination with any other ornamental grass or grasses, as a supplement to an overall landscaping plan and does not constitute in square footage more than twenty percent (20%) of the property's overall landscaped area.

2. Weeds and grasses shall be maintained at a height of not more than twelve inches (12") at all times on any of the following properties, and the cuttings shall be promptly cleared and removed from the premises:

- a. Areas zoned as open space zone (O-1) pursuant to title 15 of this code;
- b. Ditches, ditch rights of way or railroad rights of way; and
- c. Undeveloped property or vacant lots (no buildings or structures).

3. Weeds which are eradicated by chemicals must be done so before their height exceeds the height limits provided herein, or they must be cut at a level not exceeding such height limits.

4. Weeds which are rototilled or removed by the root must be buried under the soil or removed from the property.

5. When, in the opinion of the fire marshal, any assistant fire marshal, or Ordinance Officer the large size or terrain of property makes the cutting of all weeds or grasses impractical, the fire marshal, any assistant fire marshal, or Ordinance Officer may, by written order, allow and limit the required cutting of weeds and grasses to a firebreak of not less than fifteen feet (15') in width cut around the complete perimeter of the property and around any structures existing upon the property, unless the fire marshal, assistant fire marshal, or ordinance officer, determines that a firebreak of a lesser width will provide adequate protection against fire spread at the particular location.

6. The fire marshal or ordinance officer may from time to time exempt from, or limit, in whole or in part, the required cutting of weeds and grasses for property established and maintained as a nature park or wetland mitigation area, if the fire marshal, assistant fire marshal, or ordinance officer determines that such limitation or exemption will not present a potential fire hazard to adjacent properties.

#### 4-3-7 NOXIOUS WEEDS:

It shall be unlawful for the owner or occupant of any real property to allow to grow on such property any noxious weeds or other noxious vegetable growth determined by the county health department to be especially injurious to public health, crops, livestock, land, or other property.

## Create 5-2-12 CRIMINAL DAMAGE TO PROPERTY

A. Acts Constituting Criminal Damage: Whoever commits any of the following acts shall be deemed guilty of a misdemeanor:

1. Knowingly damages any property without the owner's express permission.
2. Recklessly, by means of fire or explosive, damages property of another.
3. Knowingly starts a fire on the land of another without the express permission of the owner.
4. Knowingly injures a domestic animal without the express permission of the owner.
5. Knowingly deposits on land or in any building, without the express permission of the owner, any stink bomb or any offensive smelling compound, and thereby intends to interfere with the use of another of the land or building.
6. Knowingly writes on or defaces any property, by graffiti or other means, without the express permission of the owner.
7. Knowingly possesses any graffiti instrument under circumstances evincing an intent to use the same in order to graffiti the property of another. Possession of a spray paint can in a public building, park, facility, or alley shall be presumptive evidence of intent to use the same in order to damage such property.



# REPORT OF ACTION

South Ogden City Planning Commission



**MEETING DATE:**

August 12, 2021

**ITEMS:**

- Proposed Code to Allow And Regulate Accessory Dwelling Units (ADUs) in the City
- Proposed Amendment to SOCC 10-5.1A-5-7(B) Concerning Design Elements For Single-Family and Duplex Yard Buildings in Response to HB1003
- Proposed Amendments to SOCC 10-14 to Clarify Definition of Buildings and Regulations on Accessory Buildings, Swimming Pools, Sports Courts, etc.
- Proposed Amendment to SOCC 10-5.1A-5-6(B) and 10-5.1B-5-6(B) Eliminating the 30 Feet Occupied Space Requirement

**LINK:**

[August 12, 2021 PC Meeting](#)

[July 15, 2021 PC Meeting](#)

[June 10, 2021 PC Meeting](#)

Time stamps in blue (00:00:00) correspond to the audio recording

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The planning commission considered four items in their August meeting for recommendation to the City Council. The first two items listed above were added/changed due to laws passed at the last legislative session. The last two were brought forward by staff in order to make the code more clear and correct.

## **PROPOSED CODE TO ALLOW AND REGULATE ACCESSORY DWELLING UNITS (ADUs)**

### **BACKGROUND- MARK VLASIC**

In March 2021 HB 0082 H.B. 82 was passed by the State of Utah, requiring that all municipal codes be amended to comply with the new state law related to Internal ADUS (IADUs).

According to the American Planning Association, an ADU is “a smaller, independent residential dwelling unit located on the same lot as a stand-alone ... single-family home.” While ADUs and short-term rentals have typically been regulated by cities and counties, the Utah State Legislature passed the legislation that “prohibits municipalities and counties from establishing restrictions for certain accessory dwelling units with limited exceptions.”

House Bill 82 only applies to “internal” ADUs, e.g. accessory dwelling units that are located within or attached to the primary residence. Cities are still able to regulate ADUs that are secondary structures or part of secondary structures on residential property. The bill permits internal ADUs in all municipalities, and makes it easier to create accessory dwelling units by removing some of the obstacles that often prevent such uses from being permitted.

The planning commission spent several months going over the proposed code, changing some wording from the original and making sure the wording was clear. The legislature gave cities until October 1, 2021 to be compliant.

#### PLANNING COMMISSION DISCUSSION

- June 10 meeting 00:20:47
- July 15 meeting 00:27:54
- There was no discussion at the August 12, 2021 meeting

#### CONCERNS RAISED AT PUBLIC HEARING

No one commented on the proposed changes either in person or online.

#### PLANNING COMMISSION ACTION 00:14:54 (August 12 meeting)

**Commissioner Bradley moved to recommend approval to the City Council of the proposed code to allow and regulate Accessory Dwelling Units. The motion was seconded by Commissioner Layton. The chair made a roll call vote:**

<b>Commissioner Bradley-</b>	<b>Yes</b>
<b>Commissioner Bruderer-</b>	<b>Yes</b>
<b>Commissioner Layton-</b>	<b>Yes</b>
<b>Commissioner Pruess-</b>	<b>Yes</b>
<b>Commissioner Snowden-</b>	<b>Yes</b>

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

#### PROPOSED ADU CODE

See Attachment A of this report.

### PROPOSED AMENDMENT TO SOCC 10-5.1A-5-7(B) CONCERNING DESIGN ELEMENTS FOR SINGLE-FAMILY AND DUPLEX YARD BUILDINGS IN RESPONSE TO HB1003

#### BACKGROUND- MARK VLASIC

In the name of protecting affordability, the Utah Legislature passed a bill removing the ability of counties, cities, and towns to regulate design elements of single-family homes and duplexes. A previous version of the bill was vetoed by Governor Cox over insurance concerns and was later trimmed and resurrected for the one-day special session as part of a priority placed on housing by legislative leaders. Utah Gov. Spencer Cox signed the measure on May 27, 2021. The bill lists the design elements cities cannot regulate and also provides limited exceptions that allow us to regulate, such as when a single or two family building is located in an historic district.

Staff has reviewed City Code to determine what we need to change in order to be compliant with the state statute. None of the residential zones such as R-1, R-2, etc., have ever regulated design elements. The Form Based Code (FBC) does regulate design; however, since most buildings in the FBC are not single-

family or duplexes, we can still regulate portions of their design. The exception is the yard building. A yard building could potentially be a single-family or duplex; however, this type building is only allowed in the Edge Subdistrict, and most developers will want to squeeze as many units onto a property as they can. The odds that anyone would ever want to build a single-family home or a duplex are very low.

#### **PLANNING COMMISSION DISCUSSION**

- There was no discussion on this item

#### **CONCERNS RAISED AT PUBLIC HEARING**

No one commented on the proposed changes.

#### **PLANNING COMMISSION ACTION** 00:16:21 (August 12 meeting)

Commissioner Pruess moved to recommend to the City Council the proposed changes as dictated by HB1003. Commissioner Layton seconded the motion. Chair Amos asked if there was further discussion on this item, and seeing none, called the vote:

Commissioner Bradley-	Yes
Commissioner Bruderer-	Yes
Commissioner Layton-	Yes
Commissioner Pruess-	Yes
Commissioner Snowden-	Yes

The motion for recommendation of approval stood.

#### **PROPOSED CHANGES DUE TO HB1003**

See Attachment B of this report.

### **PROPOSED AMENDMENTS TO SOCC 10-14 TO CLARIFY DEFINITION OF BUILDINGS AND REGULATIONS ON ACCESSORY BUILDINGS, SWIMMING POOLS, SPORTS COURTS, ETC.**

#### **BACKGROUND- BRYCE HADERLIE**

As certain zoning clearances are being conducted for building permits, it appears that there is an opportunity to clarify some of the language. I have worked closely with Leesa to evaluate our ordinances and compare them against others in the area.

#### **PLANNING COMMISSION DISCUSSION**

- August 12 meeting 00:18:30

## CONCERNS RAISED AT PUBLIC HEARING

Only one person came forward to speak. Monica Ray addressed the city's code requirement that a pool must be at least ten feet from a swimming pool. Although this requirement did not appear in the portion of the code being presented that evening, it did have to do with swimming pools. The Commission directed staff to prepare information concerning the fence requirement to their next meeting.

You can listen to [Ms. Ray's comments](#) in the August 12 meeting here:

00:09:40

## PLANNING COMMISSION ACTION 00:26:28 (August 12 meeting)

Commissioner Layton moved to recommend to the City Council the amendments to clarify the definition of buildings, and regulations on accessory buildings, swimming pools, sports courts, etc. Commissioner Bradley seconded the motion. The chair called the vote:

Commissioner Bradley-	Yes
Commissioner Bruderer-	Yes
Commissioner Layton-	Yes
Commissioner Pruess-	Yes
Commissioner Snowden-	Yes

The proposed code was recommended for approval to the City Council.

## PROPOSED AMENDMENTS AND ADDITIONS CONCERNING DEFINITIONS, ACCESSORY BUILDINGS, SWIMMING POOLS, ETC.

See Attachment C of this report.

## PROPOSED AMENDMENT TO SOCC 10-5.1A-5-6(B) AND 10-5.1B-5-6(B) ELIMINATING THE 30 FEET OCCUPIED SPACE REQUIREMENT

### BACKGROUND- LEESA KAPETANOV

Staff has reviewed several projects involving Row Buildings located in Form Based Code Subdistricts. It wasn't until recently it was discovered we had not been enforcing a requirement that all floors of a Row Building must have at least 30' of occupancy from the front façade before there could be any parking. This really makes no sense, seeing that most Row Buildings have parking on the bottom level, with living quarters above. Staff believes the 30' requirement was inadvertently placed in the Row Building Table from the first draft of the Form Based Code. Perhaps it's a case of "it's in all the other charts, so it should be in this one." If the City were to enforce this requirement, it would result in very deep, narrow townhomes (Row Buildings) that would be neither aesthetically pleasing nor make good use of space. It would basically mean that none of the townhome projects in the City would have been built nor would any be built in the future.

We also found that a note was inadvertently placed below the chart, stating that commercial uses are only allowed in Row Buildings fronting on 40th Street or Washington Blvd. Row Buildings were never meant to have a commercial use in them; only Storefront buildings were.

#### PLANNING COMMISSION DISCUSSION

- August 12 meeting 00:27:40

#### CONCERNS RAISED AT PUBLIC HEARING

There were no public comments for this item.

#### PLANNING COMMISSION ACTION 00:28:57 (August 12 meeting)

**Commissioner Bradley moved to recommend approval of the proposed amendment to the South Ogden City Code, eliminating the 30 foot occupied space requirement, followed by a second from Commissioner Pruess. There was some discussion on the wording of the motion. Commissioner Bradley amended his motion to “recommend approval of the proposed amendment to the South Ogden City Code, eliminating the 30 foot occupied space requirement for Row Buildings.” Commissioner Pruess seconded the amended motion. The chair called the vote:**

Commissioner Bradley-	Yes
Commissioner Bruderer-	Yes
Commissioner Layton-	Yes
Commissioner Pruess-	Yes
Commissioner Snowden-	Yes

**The motion stood.**

#### PROPOSED AMENDMENTS AND ADDITIONS CONCERNING DEFINITIONS, ACCESSORY BUILDINGS, SWIMMING POOLS, ETC.

See Attachment D of this report.

## **ATTACHMENT A**

Proposed ADU Code

#### **10-14-23: Accessory Dwelling Units (ADUs)**

The purposes and objectives of this section are to provide reasonable regulations for supplementary living accommodations in internal Accessory Dwelling Units (ADUs) located in residential areas of the city.

An internal Accessory Dwelling Unit (ADU) is a room or set of rooms located within the footprint of the primary residential single-family dwelling at the time the internal accessory dwelling unit is created, and located within an area zoned primarily for residential use. The following will apply to internal ADUs:

A. An Accessory Dwelling Unit may be permitted subject to the following conditions:

1. No more than one ADU may be permitted within each single-family dwelling.
2. ADUs are not permitted on residential lots that comprise an area of 6,000 square feet or less.
3. Either the ADU or the principal residence shall be occupied by the owner of the property except for temporary bona-fide absences.
4. ADUs are permitted only in owner-occupied single-family dwellings.
5. There shall be no external evidence of occupancy by more than one family. The ADU shall be clearly incidental to the primary use of the dwelling for dwelling purposes and shall not change the character of the building from that of a dwelling.
6. Each ADU unit shall have the same address as the main structure. Homes with an ADU may designate mail to occupants of the ADU with a unit or apartment number.
7. No ADU may be used as a short-term rental.
  - a. Short-term rental is defined ~~is~~ as a property that is rented for a period of less than 30 days.
8. Each ADU shall provide at least one (1) off-street parking space in addition to the required parking for the primary residential unit.
  - a. The required ADU off-street parking spaces shall meet the requirements contained in Title 10, Chapter 17 Parking and Loading Space, Driveway, Vehicle Traffic and Access Regulations of the South Ogden City Code.
  - b. Garage or carport spaces count as approved spaces.
  - c. Required ADU parking stalls may not be located within a front yard setback area.
9. A single-family dwelling with an ADU shall only have one meter per utility service. Each meter shall be in the property owner's name.
10. All construction and remodeling to accommodate the ADU shall be in accordance with all building codes, as amended, in effect at the time of construction or remodeling.
11. ADU size requirements are:
  - a. Minimum size: no minimum size.
  - b. Maximum size: no maximum size.
12. ADUs must include the following:
  - a. A kitchen separate from the main dwelling.

- b. Sanitation facilities (~~full~~ at least a 3/4 bathroom) separate from the main dwelling.
13. A person desiring to add an ADU to their house shall obtain a building permit when applicable.
14. The owner of the property must ~~Obtain-obtain~~ a City Rental Dwelling Business License for ADUs for which they receive any monetary compensation.
15. ADUs licensed in South Ogden City may be inspected upon receipt of complaints for compliance with building, fire, and health codes by any appropriate department of the City or other governmental agency to ensure compliance with building, fire and health and safety codes. No ADU shall be approved without all required inspections and approval of the City Building Inspector in compliance with UCA 10-9a-511.5 and its subsequent amendments.
- ~~16. ADUs that were constructed legally previous to the adoption of this Code shall meet the building and safety codes required at the time of construction.~~
- ~~17.~~ 16. No Rental Dwelling Business License shall be granted without providing evidence of a Certificate of Occupancy.
- ~~18.~~ 17. Prior Uses: No ADU existing prior to the enactment of this Section shall be "grandfathered", or considered legal solely because they were previously used as such.
- ~~19.~~ 18. Other Rental Units Prohibited: There shall be no other type of accessory dwelling unit allowed except as provided in this Section. Any portion of a home or dwelling unit that has been sectioned off so that any occupant in the dwelling does not have access to any portion of the home, and contains separate living quarters and/or a kitchen, regardless of the relationship of the occupants, shall be prohibited unless it meets all of the requirements and standards of this Section, and an application has been made pursuant to the requirements and conditions of this Section.
- ~~20.~~ 19. The ownership of an ADU shall not be separated from the principal dwelling.
- ~~21.~~ 20. Decisions of South Ogden City not to issue a permit for an ADU can be appealed to the Appeal Authority.

#### **10-7A-2: PERMITTED USES:**

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Church, synagogue or similar permanent building used for regular religious worship.

Cluster subdivision (see chapter 12 of this title).

Educational institution - private.

Educational institution - public.

Golf course, except miniature golf course.

Home occupation (see chapter 19 of this title).

Parking lot accessory to uses permitted in this zone.



Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section [10-14-16](#) of this title for facility requirements).

Single-family dwelling.

[Single-family dwelling with interior Accessory Dwelling Unit](#)

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

#### **10-7B-2: PERMITTED USES:**

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Church, synagogue or similar permanent building used for regular religious worship.

Cluster subdivision (see chapter 12 of this title).

Educational institution - private.

Educational institution - public.

Golf course, except miniature golf course.

Home occupation (see chapter 19 of this title).

Parking lot accessory to uses permitted in this zone.

Public building, public park, recreation grounds and associated building.

Residential facility for disabled persons (see section [10-14-16](#) of this title for facility requirements).

Single-family dwelling.

[Single-family dwelling with interior Accessory Dwelling Unit](#)

Temporary building and use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling. (Ord. 16-03, 1-5-2016, eff. 1-5-2016)

#### **10-7B-4: SITE DEVELOPMENT STANDARDS:**

##### **A. Minimum lot area:**

1. Single-family dwelling: Six thousand (6,000) square feet.

~~1-2.~~ [Single-family dwelling with Accessory Dwelling Unit: Six thousand \(6,000\) square feet.](#)

~~23.~~ Two-family dwelling: Ten thousand eight hundred ninety (10,890) square feet.

~~34.~~ Other main building: Eight thousand five hundred (8,500) square feet.

**10-7C-2: PERMITTED USES:**

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Church, synagogue or similar permanent building used for regular religious worship.

Educational institution - private.

Educational institution - public.

Golf course, except miniature golf course.

Home occupation (see chapter 19 of this title).

Library or museum, public or nonprofit.

Multiple buildings on a single lot with twelve (12) or less dwelling units in accordance with chapter 13 of this title.

Multiple-family dwelling with twelve (12) or less dwelling units.

Parking lots accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section [10-14-16](#) of this title for facility requirements).

Single-family dwelling.

[Single-family dwelling with interior Accessory Dwelling Unit](#)

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling.

## **ATTACHMENT B**

Proposed Code In Response to HB1003 Concerning Design Elements

**10-5.1A-5-7: YARD BUILDING:**

			Permitted Subdistricts
			Edge
1.	Building Siting: Refer to figure 5.7(1) of this section		
		Multiple principal buildings	Permitted <sup>1</sup>
	(a)	Front sidewalk coverage	65% <sup>2</sup>
		Occupation of corner	Required <sup>4</sup>
	(b)	Minimum front setback	15'
	(c)	Corner setback	7.5' <sup>4</sup>
	(d)	Minimum side yard setback	5'
	(e)	Minimum rear yard setback	15' <sup>3</sup>
	(f)	Minimum lot width	30'
		Maximum lot width	60'
	(g)	Parking	Rear yard/facade
	(i)	Vehicular access	From alley; if no alley exists, 1 driveway per street frontage
2.	Height: Refer to figure 5.7(2) of this section		
	(j)	Minimum overall height	1.5 stories
	(k)	Maximum overall height	3.5 stories
	(l)	All stories: <sup>5</sup>	
		Minimum height	9'
		Maximum height "	14'

3.	Uses: Refer to figure 5.7(2) of this section. Refer to section <a href="#">10-5.1A-4</a> , "Uses", of this article for permitted uses		
	(n)	All stories	Residential
	(p)	Parking within building	Permitted fully in basement and in rear of all floors
	(q)	Required occupied space	25' deep on all full floors from the front facade
4.	Street Facade Requirements: Refer to figure 5.7(3) of this section		
	(r)	Minimum transparency per each story	15%
		Blank wall limitations	Required, see subsection <a href="#">10-5.1A-5-2D2</a> of this section <a href="#">10-5.1A-5</a>
	(t)	Front facade entrance type	Stoop, porch
	(u)	Principal entrance location per unit	Front, corner, or corner side facade
		Required number of street entrances	Not required
		Vertical facade divisions	Not required
		Horizontal facade divisions	Not required
5.	Roof Type Requirements: Refer to figure 5.7(3) of this section		
	(v)	Permitted roof types	Parapet, pitched, flat
		Tower	Not permitted

Notes:

1. Each building shall meet all requirements of the building type.
2. When multiple buildings are located on a single lot, each building shall meet the front property line coverage requirement, except 1 of every 3 buildings may front a courtyard with a minimum width of 30 feet. The courtyard shall be defined on 3 sides by units.

3. Rear yard setback for detached garages on alleys is 5 feet.

4. At any uncontrolled intersection, the buildings will be modified to afford automobile drivers a clear view of approaching vehicles or pedestrians. Buildings, trees, or any obstruction shall be prohibited within a triangular area formed by the street curb lines and a line connecting them at points 40 feet from the point of intersection of the back of the curbs (clear view area).

5. If the building is a single-family residence or duplex, all gray highlighted areas do not apply.

## **ATTACHMENT C**

Proposed Code for Building Definitions, Accessory Buildings, Swimming Pools, Etc.

Proposed changes to definitions:

**SOC 10-2-1: DEFINITIONS:**

**BUILDING:** Any structure ~~other than a boundary wall or fence.~~ having a roof supported by columns or walls, for the housing or enclosure of persons, animals or chattel.

**BUILDING, ACCESSORY:** ~~A subordinate building on a lot, the use of which is customarily incidental to that of the main or principal building.~~ A detached building that (a) is clearly incidental to and customarily found in connection with a principal or main building; (b) is subordinate to and serves a principal or main building; (c) is subordinate in area, extent, or purpose to the principal or main building served; (d) is located on the same lot as the principal or main building served; and (e) contributes to the comfort, convenience, or necessity of the occupants, business, or industry in the principal or main building.

**BUILDING, ATTACHED:** A building which has at least part of a wall in common with another building, or which is connected to another building by a roof.

**BUILDING, DETACHED:** A building which is separated from another building or buildings on the same lot.

**STRUCTURE:** Anything constructed or erected, ~~the use of which requires location on the ground, or attachment to something having location on the ground.~~ which requires a fixed location on the ground, including a building or mobile building, but not including a fence or wall used as a fence.

**Proposed addition to SOC 10-14: REGULATIONS APPLICABLE TO ALL ZONES:**

**SOC 10-14-22**

**STANDARDS FOR ACCESSORY BUILDINGS IN R-1, R-2, R-3, AND EDGE AND GATEWAY EDGE SUBDISTRICTS**

1. Design and Materials: The original design of the building must have been to function as a typical accessory residential structure, such as a patio cover, pergola, storage shed, garage or carport, and not for some other use. Reuse of a metal structure originally designed or used for other purposes, such as shipping or cargo containers, is not allowed unless the exterior of the metal structure is made to be integrated into the design of the main residential building, with a similar residential exterior wall treatment and roofing material as the main building.

1. Metal accessory buildings two hundred (200) square feet or less are allowed in all residential zones. Accessory buildings over 200 square feet are allowed with exterior finished walls constructed of up to 50% painted metal, with the remainder of the building covered in horizontal lap or vertical (board and batten) siding, brick, stucco, wood, or similar material as the main building, etc.



2. All accessory buildings larger than 200 square feet must be integrated into the design of the residential building, with a similar residential exterior wall color.

1. Roofing materials including metal roofs shall have a similar color as the main building.

2. An eave proportionate to the main building is required with a minimum of 12 inches. Aluminum fascia and soffits are allowed.

3. Roof pitches shall be a minimum of a 4/12.

2. Location and Size:

1. No detached accessory building, other than trellises, shall be allowed in the front yard between the main residential building and the street.

2. A garage or carport attached to the main residential building is allowed between the front of the main residential building and the street if the front yard setback requirement for the zone is maintained and the garage or carport is integrated into the design of the residential building, with a similar residential exterior wall treatment, roof slope, and roofing material as the main building to which it is attached.

A detached garage or carport may be located in the side yard so long as it meets the side and front yard setbacks, is a minimum of 6 feet from the main building, is integrated into the design of the residential building, with a similar residential exterior wall treatment and roofing material as the main building.

3. Accessory buildings may be located in a rear yard provided they meet the required setbacks of the zone.

3. Height: The building shall not exceed the maximum height allowed by other sections of the Zoning Ordinance.

~~1.4.~~ Prohibited Use: Accessory buildings shall not be used as living quarters. Accessory Dwelling Units are not considered accessory buildings.

**10-5.1A-5-1: INTRODUCTION TO BUILDING TYPE STANDARDS:**

**B. 5. Accessory Structures:**

a. Attached accessory structures are considered part of the principal structure.

b. Detached accessory structures are permitted per each building type. They shall comply with section 10-14-22 of this Title as well as and shall comply with all building type setbacks except the following:

- (1) Detached accessory structures are not permitted in the front yard.
- (2) Detached accessory structures shall be located behind the principal structure in the rear yard.
- (3) Detached accessory structures shall not exceed the height of the principal structure.

#### **10-5.1B-5-1: INTRODUCTION TO BUILDING TYPE STANDARDS:**

##### **B. 5. Accessory Structures:**

- a. Attached accessory structures are considered part of the principal structure.
- b. Detached accessory structures are permitted per each building type. They shall comply with section 10-14-22 of this Title as well as ~~and shall comply with all building type setbacks~~ except the following:
  - (1) Detached accessory structures are not permitted in the front yard.
  - (2) Detached accessory structures shall be located behind the principal structure in the rear yard.
  - (3) Detached accessory structures shall not exceed the height of the principal structure.

#### **Proposed changes to SOC 10-14-12: SWIMMING POOL, FAMILY**

SOC 10-14-12: ~~SWIMMING POOL, FAMILY~~ PRIVATE SWIMMING POOLS, TENNIS/PICKLEBALL COURTS, SKATEBOARD RAMPS, AND BASKETBALL STANDARDS OR COURTS

~~A family swimming pool shall be permitted in the rear yard of a dwelling as an accessory use, provided the following requirements are met:~~

~~—A.— Location: The location of such family swimming pool or accessory machinery shall not be less than ten feet (10') from any interior property line. On corner lots, the distance from the pool to the property line facing on a street shall not be less than the required side yard for an accessory building in that zone.~~

~~—B.— Enclosure: An outside family swimming pool shall be completely enclosed by a substantial fence of not less than six feet (6') in height and any lights used to illuminate said pool or its accessories shall be so arranged as to reflect the light away from the~~

~~adjoining premises. A substantial fence shall mean any fence that would not allow passage by any person and one that would feature a self-locking gate if a gate is utilized. (Ord. 17-23, 11-21-2017, eff. 11-21-2017)~~

1. **Swimming Pool (private).** No such pool shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:

1. It is an accessory use to a main building and is located within the side or rear yard thereof and accessory structure setbacks do not apply to the swimming pool;
2. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located;
3. It may not be located closer than fifteen feet to any side property line or 10' from a rear property line on the property on which it is located; the setback is measured from the water's edge to the property line;
4. On corner lots, the distance from the pool to the property line facing on a street shall not be less than the required side yard for an accessory building in that zone;
5. The swimming pool, or the entire property on which it is located, shall be walled or fenced to a minimum height of six feet, ~~or the combination of a minimum 4' high fence and a powered safety cover complying with ASTM F1346 and a keyed switch to operate the cover.~~ The fence or fence and cover, shall be constructed to limit any individual from accessing the pool area. The fence or fence and cover shall comply with all current building codes. All gates on said fences shall be self-closing and fitted with a self-latching device located on the interior side of the gate;
6. Where a swimming pool is completely enclosed in a building, the location and setback requirements for an accessory structure shall apply. Any above ground pool lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet high along the neighboring property line.

2. **Tennis and/or Pickleball Court (private).** No tennis/pickleball court shall be allowed in any zoning district except as an accessory use and unless it complies with the following conditions and requirements:

1. It is an accessory use to a main building and is located within the side or rear yard thereof;

**Commented [LK1]:** Added since last time by Building Official Bryce Haderlie.

2. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located;
  3. It may not be located closer than fifteen feet to any property line of the property on which it is located. It shall not be less than 30' from any neighbor's dwelling or twenty feet (20') from any side lot line of any adjacent vacant lot;
  4. On a corner lot where the rear lot line is coterminous with a side lot line of an adjoining lot, it shall be located not less than 20" from such lot line; and
  5. Any court lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet high along the neighboring property line.
3. **Skateboard Ramp (private).** No skateboard ramp shall be allowed in any zoning district in the City except as an accessory use and unless it complies with the following conditions and requirements:
1. It is an accessory use to a main building and is located within the side or rear yard thereof;
  2. It is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located. No commercial or advertised use of the ramp shall be permitted and no donations or contributions shall be solicited or received for use of or attendance at ramp activities;
  3. It may not be located closer than fifteen feet to any property line of the property on which it is located. It shall be not less than thirty feet 30' from any neighbor's dwelling or 20' from any side lot line of any adjacent vacant lot;
  4. On a corner lot where the rear lot line is coterminous with a side lot line of an adjacent lot, it shall be located not less than 20' from such lot line;
  5. Ramp lighting shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet high along the neighboring property line;
  6. The ramp shall be of such a scale and design and constructed of materials which will minimize noise, vibration, and other nuisance factors commonly associated with ramp usage. Portions of the ramp may be located below ground level, but in no case shall any portion of the ramp exceed six feet in height above ground level, excluding handrails.

7. A set of written rules adopted to insure safe and reasonable usage and operation of the ramp shall be posted at all times and enforced by the owner of the property on which the ramp is located; and

8. The ramp must be inside an enclosure or within an enclosed yard.

4. **Basketball Standard and Court.** A single basketball standard and court shall not be considered a structure or accessory structure in any residential zoning district. The placement of a basketball standard or court shall be in accordance with the following requirements:

1. A light erected in conjunction with the basketball standard or court shall be installed and directed such that the light source or light bulb is not directly visible from any point five feet high along the neighboring property line; and

2. A net or other portable device may be erected up to 13' in height behind the basketball standard to protect the ball from falling onto the adjacent property.

**ATTACHMENT D**  
Proposed Code for Row Buildings

### 10-5.1A-5-6(B): ROW BUILDING:

Permitted Subdistricts				
City Center "General" And Riverdale Road "General"			40th Street "General"	Edge
1.	Building Siting 1: Refer to figure 5.6(1) of this section			
		Multiple principal buildings	Permitted <sup>1</sup>	Permitted <sup>1</sup>
	(a)	Front sidewalk coverage	65% <sup>2</sup>	65% <sup>2</sup>
		Occupation of corner	Required <sup>8</sup>	Required <sup>8</sup>
	(b)	Front build-to zone	0' to 10'	5' to 15'
	(c)	Corner build-to zone	0' to 10' <sup>8</sup>	5' to 10' <sup>8</sup>
	(d)	Minimum side yard setback	0' per unit; 10' between buildings	0' per unit; 15' between buildings
	(e)	Minimum rear yard setback	10'	10' <sup>3</sup>
	(f)	Minimum unit width	18' per unit	20' per unit
		Maximum building width	Maximum of 180' feet per building	Maximum of 180' feet per building
	(g)	Parking	Rear yard/ <a href="#">rear</a> facade	Rear yard/ <a href="#">rear</a> facade
	(i)	Vehicular access	From alley; if no alley exists, 1 driveway per building per street frontage. From alley on Washington Boulevard, 40th Street, and Riverdale Road, unless in Edge Subdistrict	
2.	Height: Refer to figure 5.6(2) of this section			
	(j)	Minimum overall height	2 story	2 story

	(k)	Maximum overall height	3 stories	3 stories	3.5 stories
	(l)	All stories:			
		Minimum height	9'	9'	9'
		Maximum height	14'	14'	14'
3.		Uses: Refer to figure 5.6(2) of this section. Refer to section <a href="#">10-5.1A-4</a> , "Uses", of this article for permitted uses			
	(n)	Ground story	Residential, service, office, limited craftsman industrial	Residential, service, office, limited craftsman industrial	Residential only
	(o)	Upper story	Residential only		
	(p)	Parking within building	Permitted fully in basement and in rear of all floors		
	(q)	Required occupied space	<a href="#">If garage is located on ground floor, the principle entrance must be located on ground floor as well, with the entry serving as a buffer between the garage and the front façade</a> <del>30' deep on all full floors from the front facade</del>		
4.		Street Facade Requirements: Refer to figure 5.6(3) of this section			
	(r)	Minimum transparency per each story	15% <sup>4</sup>	15%	15%
		Blank wall limitations	Required, see subsection <a href="#">10-5.1A-5-2D2</a> of this section <a href="#">10-5.1A-5</a>		
	(t)	Front facade permitted entrance type	Stoop, porch, limited storefront <sup>5,6,7</sup>	Stoop, porch, limited storefront <sup>5,6,7</sup>	Stoop, porch
	(u)	Principal entrance location per unit	Front or corner side facade		
		Vertical facade divisions	Not required		



		Horizontal facade divisions	For buildings over 3 stories, required within 3' of the top of any visible basement or ground story		
5.	Roof Type Requirements: Refer to figure 5.6(3) of this section				
	(v)	Permitted roof types	Parapet, pitched, flat	Parapet, pitched, flat	Parapet, pitched, flat
		Tower	Permitted	Permitted	Permitted

Notes:

1. For the purposes of the row building, a building consists of a series of units. When permitted, multiple buildings may be located on a lot with the minimum required space between them. However, each building shall meet all requirements of the building type unless otherwise noted.

2. Each building shall meet the front property line coverage requirement, except 1 of every 5 units may front a courtyard with a minimum width of 30 feet. The courtyard shall be defined on 3 sides by units.

3. Rear yard setback on alleys is 5 feet.

4. When the storefront entrance type is utilized, the maximum ground story transparency for the unit is 55 percent as measured between 2 feet and 8 feet above grade.

5. The storefront entrance type is permitted only on corners or buildings that are designated for live/work units.

~~6. Commercial uses only allowed when fronting on 40th Street or Washington Boulevard.~~

7. Uses limited to residential on lots lacking frontage on 40th Street or Ogden Avenue.

8. At any uncontrolled intersection, the buildings will be modified to afford automobile drivers a clear view of approaching vehicles or pedestrians. Buildings, trees, or any obstruction shall be prohibited within a triangular area formed by the street curb lines and a line connecting them at points 40 feet from the point of intersection of the back of the curbs (clear view area).

### 10-5.1B-5-7(B): ROW BUILDING:

			Permitted Subdistricts	
			Gateway General	Gateway Edge
1.	Building Siting: Refer to figure 5.7(1) of this section			
		Multiple principal buildings	Permitted <sup>1</sup>	Permitted <sup>1</sup>
	(a)	Front sidewalk coverage	65% <sup>2</sup>	65% <sup>2</sup>
		Occupation of corner	Required <sup>6</sup>	Required <sup>6</sup>
	(b)	Front build to zone	5' to 15'	5' to 20'
	(c)	Corner build to zone	5' to 10' <sup>6</sup>	5' to 10' <sup>6</sup>
	(d)	Minimum side yard setback	0' per unit; 15' between buildings	0' per unit; 15' between buildings
	(e)	Minimum rear yard setback	10' <sup>3</sup>	15' <sup>3</sup>
	(f)	Minimum unit width	20' per unit	22' per unit
		Maximum building width	Maximum of 180' per building	Maximum of 180' per building
	(g)	Parking	Rear yard/ <a href="#">rear</a> facade	Rear yard/ <a href="#">rear</a> facade
	(i)	Vehicular access	From alley; if no alley exists, 1 driveway per building per street frontage. From alley on any primary street	
2.	Height: Refer to figure 5.7(2) of this section			
	(j)	Minimum overall height	2 story	2 story
	(k)	Maximum overall height	3.5 stories	3.5 stories
	(l)	All stories:		

		Minimum height	9'	9'
		Maximum height	14'	14'
3.		Uses: Refer to figure 5.7(2) of this section. Refer to section <a href="#">10-5.1B-4</a> , "Uses", of this article for permitted uses		
	(n)	Ground story	Residential, service, office, limited craftsman industrial	Residential only
	(o)	Upper story	Residential only	
	(p)	Parking within building	Permitted fully in basement and rear of all floors	
	(q)	Required occupied space	<u>If garage is located on ground floor, the principle entrance must be located on ground floor as well, with the entry serving as a buffer between the garage and the front façade.</u> <del>30' deep on all full floors from the front facade</del>	
4.		Street Facade Requirements: Refer to figure 5.7(3) of this section		
	(r)	Minimum transparency per each story	15% <sup>4</sup>	15% <sup>4</sup>
		Blank wall limitations	Required, see subsection <a href="#">10-5.1B-5-2</a> D2 of this section <a href="#">10-5.1B-5</a>	
	(t)	Front facade permitted entrance type	Stoop, porch, limited storefront <sup>5</sup>	Stoop, porch
	(u)	Principal entrance location per unit	Front or corner side facade	
		Vertical facade divisions	Not required	
		Horizontal facade divisions	Not required	
5.		Roof Type Requirements: Refer to figure 5.7(3) of this section		
	(v)	Permitted roof types	Parapet, pitched, flat	Parapet, pitched, flat
		Tower	Permitted	Permitted

Notes:

1. For the purposes of the row building, a building consists of a series of units. When permitted, multiple buildings may be located on a lot with the minimum required space between them. However, each building shall meet all requirements of the building type unless otherwise noted.

2. Each building shall meet the front property line coverage requirement, except 1 of every 5 units may front a courtyard with a minimum width of 30 feet. The courtyard shall be defined on 3 sides by units.

3. Rear yard setback on alleys is 5 feet.

4. When the storefront entrance type is utilized, the maximum ground story transparency for the unit is 55 percent as measured between 2 feet and 8 feet above grade.

5. The storefront entrance type is permitted only on corners or buildings that are designated for live/work units.

6. At any uncontrolled intersection, the buildings will be modified to afford automobile drivers a clear view of approaching vehicles or pedestrians. Buildings, trees, or any obstruction shall be prohibited within a triangular area formed by the street curb lines and a line connecting them at points 40 feet from the point of intersection of the back of the curbs (clear view area).

# STAFF REPORT



**SUBJECT:** Public Noticing Requirement for Posting Ordinances  
**AUTHOR:** Leesa Kapetanov  
**DEPARTMENT:** Administration  
**DATE:** July 20, 2021

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## RECOMMENDATION

This is a discussion item only, so there is no recommendation.

## BACKGROUND

As you know, the legislature recently made changes to many of the public noticing requirements. Most of the changes had to do with removing the requirement to publish notices in a local newspaper of general circulation. In many cases, it replaced this requirement with requiring that the notice be posted in several public places throughout the city.

There has never been a requirement to publish ordinances in a newspaper after they are adopted; however, there was a requirement that they be posted in three public places in the City. I have been using City Hall, our website, and the Fresh Market on Harrison as our three public places.

At their last session, the legislature changed the noticing requirement for ordinances to the following:

10-3-711. Publication and posting of ordinances.

(1) Before an ordinance may take effect, the legislative body of each municipality adopting an ordinance, except an ordinance enacted under Section 10-3-706, 10-3-707, 10-3-708, 10-3-709, or 10-3-710, shall:

- (a) deposit a copy of the ordinance in the office of the municipal recorder; and
- (b) (i) publish a short summary of the ordinance on the Utah Public Notice Website created in Section 63A-16-601; or
- (ii) post a complete copy of the ordinance:
  - (A) for a city of the first class, in nine public places within the city; or
  - (B) for any other municipality, in three public places within the municipality.

## ANALYSIS

Staff is recommending the following changes to our City Code to bring it in line with State Code. You may also notice I added an extra requirement not found in State Code: that of posting the ordinance on our City website.

### 1-5-3: ORDINANCES:

C. Effective Date; Technical Codes: All ordinances before taking effect shall be deposited in the Office of the City Recorder, and ~~a-copies~~ thereof posted in compliance with UCA 10-3-711 or its successors, that is, publish a short summary of the ordinance on the Utah Public Notice Website created in Section 63A-16-601; or post a complete copy of the ordinance in three (3) public places throughout the City. ~~therein~~The complete ordinance shall also be posted on the City's website; provided, that whenever a revision is made and the revised ordinances are published by authority of the City Council, no further publication shall be deemed necessary; and provided further, that ordinances establishing rules and regulations for the construction of buildings, the minimum standards that must be met to qualify a house or building for human habitation or occupancy, the installation of plumbing, the installation of electric wiring or other related or similar work, and rules and regulations controlling traffic and relating to the prevention of fires within their corporate limits and other rules and regulations relating to Municipal functions and controls where such rules and regulations have been printed as a code in book form, may be adopted and shall take effect without further publication or posting thereof, if reference is made to such code, and not less than three (3) copies of such code shall have been filed for use and examination by the public in the Office of the City Recorder prior to the adoption of such ordinance by the City Council. Ordinances passed or enacted by the Governing Body shall be signed by the Mayor, or if he is absent, by the Mayor Pro Tempore, or by a quorum of the Governing Body, and shall be recorded before taking effect. No ordinance shall be void or unlawful by reason of its failure to conform to the provisions of Utah Code Annotated section 10-3-704(1) through (4). Ordinances which do not have an effective date shall become effective twenty (20) days after publication or posting, or thirty (30) days after final passage by the Governing Body, whichever is sooner. Ordinances, if so provided therein, may take effect at a later date. Measures necessary for the immediate preservation of the peace, health or safety of the City may, if so provided in the ordinance, take effect at an earlier date.

## SIGNIFICANT IMPACTS

None



## NOTICE AND AGENDA

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

TUESDAY, SEPTEMBER 7, 2021 – 6:00 P.M.

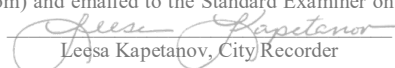
Notice is hereby given that the South Ogden City Community Development and Renewal Agency Board will hold a meeting on, Tuesday, September 7, 2021 beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the board may be joining the meeting electronically.

- I. **CALL TO ORDER** – Chairman Russell Porter
- II. **CONSENT AGENDA**
  - A. Approval of July 20, 2021 CDRA Minutes
- III. **DISCUSSION/ACTION ITEMS**

Creation of Economic Development Strategy with Benj Becker
- IV. **ADJOURN**

Posted to the State of Utah Website September 3, 2021.

The undersigned, duly appointed Board Secretary, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1<sup>st</sup> and 2<sup>nd</sup> floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on September 3, 2021. Copies were also delivered to each member of the governing body.

  
Leesa Kapetanov, City Recorder

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



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

**TUESDAY, JULY 20, 2021 – 6:00 P.M.**

**COUNCIL CHAMBERS, CITY HALL**

**BOARD MEMBERS PRESENT**

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

**STAFF MEMBERS PRESENT**

City Manager Matthew Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, Lieutenant Dwight Ruth, Special Events Coordinator Jaime Healy, and Recorder Leesa Kapetanov

**CITIZENS PRESENT**

Elizabeth VanBeuge, Karen Widman

**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.com/document\\_center/Sound%20Files/2021/CC210720\\_1757R.mp3](https://www.southogdencity.com/document_center/Sound%20Files/2021/CC210720_1757R.mp3) or by requesting a copy from the office of the South Ogden City Recorder.**

Motion from council meeting to enter CDRA Board Meeting:

00:37:49

**Council Member Howard moved to recess city council meeting and convene into a Community Development and Renewal Agency Board Meeting. Council Member Orr seconded the motion. All present voted aye.**

**I. CALL TO ORDER**

- Chair Porter called the meeting to order at 6:45 pm and moved to the consent agenda

**II. CONSENT AGENDA**

**A. Approval of June 15, 2021 CDRA Minutes**

- The chair called for a motion to approve the June 15, 2021 CDRA Minutes

00:38:30



Board Member Stewart so moved, followed by a second from Board Member Strate. Board Members Orr, Strate, Stewart, Howard, and Smyth all voted in favor of the motion.

### III. DISCUSSION/ACTION ITEMS

A. Consideration of CDRA Resolution 21-03 – Approving an Agreement With Zions Bank for Completion of an Economic Development Strategy

- Staff overview 00:38:39
- Discussion 00:41:16
- Motion 00:42:22

Board Member Strate moved to adopt CDRA Resolution 21-03, followed by a second from Board Member Smyth. The chair asked if there was further discussion, and seeing none, he called the vote:

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

CDRA Resolution 21-03 was adopted.

B. Creation of Economic Development Strategy With Benj Becker from Zion's Bank  
00:42:45

### IV. ADJOURN

- Chair Porter called for a motion to adjourn  
01:19:01

Board Member Strate moved to adjourn the CDRA Board meeting and reconvene as the South Ogden City Council. The motion was seconded by Board Member Smyth. The vote was unanimous in favor of the motion.

The meeting adjourned at 7:26 pm.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Community Development and Renewal Agency Board Meeting held Tuesday, July 20, 2021.

  
Leesa Kapetanov, City Recorder, Board Secretary

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Date Approved by Board