



MEMORANDUM

TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: **October 15, 2021 City Council Meeting**

WORK SESSION

- **RAMP Grants.** This work session will mainly be dedicated to discussing the City's 2022 RAMP grant applications. It will be important that direction be given so that staff can start working to prepare the necessary plans, letters of support, etc. so we can make the January filing deadline. Some of the projects that have been discussed include: Skate Park, Heritage Trail (assuming SUP finds matching funds), Playground equipment, and South Ogden Days.
- **Old Fashioned Family Holiday.** Jamie Healy, Communications and Events Coordinator, will be sharing some new ideas for this event that she believes will enable the City to provide a holiday experience for the residents and allow the City the ability to use the funding it received from RAMP for this event. Recently, Chief West provided a memo to me regarding his recommendation that the City not hold a large gathering event. This recommendation comes after he consulted with other Fire personnel throughout the county and the Weber Morgan Health Department.

PRESENTATION

- **Chief Cameron West.** Mayor Porter will recognize Chief West for his completion of the FEMA Emergency Management Executive Academy. Chief West has worked hard for several years to complete this course and is very deserving of this recognition. This is not something that is required of him to do his job. Chief West took this upon himself to better his knowledge and understanding of emergency management best practices. He is an example of someone who believes in constant self-improvement and growth. It is an honor to have him as a member our South Ogden team.

DISCUSSION/ACTION

- **Resolution 21-32 – Approving an agreement with LaRose Paving for Road Spot Repairs.** This contract is for asphalt spot repair services throughout the City. Competitive bids were solicited from qualified firms and LaRose was determined to be the lowest, qualified bidder. This contract was bid on a cost per square foot. The estimated project cost for all spot repairs is \$38,500. This work will involve LaRose cutting out and replacing various sections of damaged asphalt throughout. The City started doing these “spot repairs” a few years ago and they have really helped patch these bad areas.

E mdixon@southogdencity.com

O 801-622-2702

F 801-622-2713

3950 Adams Ave. Suite 1

South Ogden City, UT 84403

SouthOgdenCity.com

- ***Resolution 21-33 – Amending the FY2022 Budget.*** This budget amendment includes two important amendments. First, it corrects a few errors from the budget adopted on Aug. 17, 2021 and it also includes adding some expenditures for utility work that was required as a part of the city’s obligation to get water, sewer and storm drain services to the Terrazza property.
- ***Ordinance 21-12 – Amending the South Ogden Code having to do with Code Enforcement.*** This ordinance approves the code amendments discussed at the last council meeting. These changes are expected to help improve our code enforcement efforts. The changes include: adding needed definitions that will eliminate a lot of ambiguity that has made enforcement of certain problems very difficult, requirements for property owners to remove graffiti from their property, adding certain prohibitions related to parking, weed control regulations, and penalties for criminal damage to property (i.e. graffiti).
- ***Discussion/Direction on November 2, 2021 City Council meeting.*** Given that November 2 is election day, the council will need to decide whether or not to hold your regular council meeting on that night. In the past, this meeting has been canceled to ensure that the council, members of the public and staff have the ability to vote and are not conflicted between attending a council meeting or voting at the polls. With early voting and mail-in ballots, this may not be as significant of an issue but the council will still need to make that determination.



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

TUESDAY, OCTOBER 19, 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, October 19, 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.

WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

II. REVIEW OF AGENDA

III. DISCUSSION ITEMS

- A. Discussion on RAMP Grant Applications**
- B. Discussion on Old Fashioned Family Holiday Event**

IV. ADJOURN

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on October 15, 2021. Copies were also delivered to each member of the governing body.


Leesa Kapetanoy, 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.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, OCTOBER 19, 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, October 19, 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.

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 Orr

II. PRESENTATION

Recognition of Fire Chief Cameron West's Graduation from FEMA National Emergency Management Executive Academy

- III. **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.

IV. RESPONSE TO PUBLIC COMMENT

V. CONSENT AGENDA

- A. Approval of October 5, 2021 Council Minutes

"South Ogden City is dedicated to preserving and enhancing quality of life and professionally meeting the expectations of residents, businesses, employees, and visitors."

VI. PUBLIC HEARINGS

To Receive and Consider Comments on the following items:

- A. Proposed Amendments to SOCC Title 4 and Title 5 Having to do With the Regulation of and Penalty For Allowing Junk and Weeds in the City
- B. Proposed Amendments to the FY2022 Budget

VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 21-32** – Approving an Agreement with LaRose Paving for Road Spot Repairs
- B. Consideration of **Resolution 21-33** – Amending the FY2022 Budget
- C. Consideration of **Ordinance 21-12** – Amending SOCC Titles 4 and 5 Having to do With Code Enforcement
- D. Discussion/Direction on November 2, 2021 City Council Meeting

VIII. REPORTS/DIRECTION TO CITY MANAGER

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

IX. ADJOURN

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Leesa Kapetanoy, City Recorder

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

TUESDAY, OCTOBER 5, 2021

WORK SESSION – 5 PM IN COUNCIL ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Pro Tem Brent Strate, Council Members Sallee Orr, Susan Stewart, Mike Howard, and Jeanette Smyth

COUNCIL MEMBERS EXCUSED

Mayor Russell Porter

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, Parks and Public Works Director Jon Andersen, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

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/CC211005_1704.mp3

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

I. CALL TO ORDER

- Mayor Pro Tem Brent Strate called the work session to order at 5:07 pm and entertained a motion to open the meeting 00:00:26

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

- This item was not considered

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III. DISCUSSION ITEMS

- A. Review of 2021 Legislative Session With Representatives Rosemary Lesser and Kelly Miles
- Comments by Representative Lesser
00:01:10
 - Comments by Representative Miles
00:04:10
 - Questions/Discussion Between the Representatives and City Council
00:12:42

IV. ADJOURN

- Mayor Pro Tem Strate called for a motion to adjourn the work session
00:47:36

Council Member Smyth so moved, followed by a second from Council Member Howard. All present voted aye.

The work session ended at 5:54 pm.

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Pro Tem Brent Strate, Council Members Sallee Orr, Susan Stewart, Mike Howard, and Jeanette Smyth

COUNCIL MEMBERS EXCUSED

Mayor Russell Porter

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Fire Chief Cameron West, Parks and Public Works Director Jon Andersen, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

OTHERS PRESENT

Susan Norberg, Dawn Parent, Kathryn Ruth, Kelly Vause, Carol Winkler, Crys West, Jared Nielsen, Lynn Call, Carissa & Kevin Jackson, Allison Clark, Miranda Seabolt, Austin Seabolt, Chris Call, Adam Brinley, Fred Philpot, Reed Richards

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/CC211005_1758R.mp3

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

I. OPENING CEREMONY

A. Call To Order

- At 6:01 pm, Mayor Pro Tem Brent Strate called the meeting to order and asked for a motion to begin 00:00:11

Council Member Stewart so moved. The motion was seconded by Council Member Smyth. In a voice vote, Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.

B. Prayer/Moment of Silence

The mayor pro tem led those present in a moment of silence.

103
104 C. Pledge Of Allegiance

- 105 • Council Member Smyth led everyone in the Pledge of Allegiance.
- 106
- 107 • Mayor Pro Tem Strate said a suggestion had been made that Item V be considered before
- 108 Item II. He asked for a motion to approve the change.

109 00:01:43

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111 Council Member Orr so moved, followed by a second from Council Member Smyth.

112 The voice vote was unanimous in favor of the motion.

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115 V. PRESENTATION

116 Fire Chief Cameron West – Thirty-Year Service Award to Chris Clark

- 117 • Chief West told about Chris Clark's service to the City and presented him with a plaque

118 00:02:20

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120 II. PUBLIC COMMENTS

- 121 • The following people asked the Council to keep the off-leash dog park open during the
- 122 winter or at least keep it open until December or January:

123 Carol Winkler- 00:06:31

124 Dawn Parent- 00:07:23

125 Susan Norbert- 00:10:19

126 Kathryn Ruth- 00:14:44

127 Kelly Vause- 00:16:05

128 Chris West- 00:17:31

129 Adam Brinley- 00:19:05 Was concerned about high density

130 housing in the city

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134 III. RESPONSE TO PUBLIC COMMENT

- 135 • Council Member's responses to comments
- 136 00:22:42
- 137 • The mayor pro tem asked and was told there were no online comments

138 00:30:37

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142 V. CONSENT AGENDA

- 143 A. Approval of September 21, 2021 Council Minutes and September 23, 2021 Town Hall
- 144 Meeting Minutes

- The mayor pro tem read the consent agenda and asked if there were any comments; seeing none, he entertained a motion to approve the consent agenda

00:32:33

Council Member Smyth so moved, followed by a second from Council Member Orr. There were four aye votes in favor of the motion and an abstention from Council Member Howard who had not been present at the September 23, 2021 Town Hall meeting.

VI. DISCUSSION ITEMS

A. Review and Discussion of Sustainability Model with Fred Philpot

- Staff overview 00:33:46
- Presentation by Mr. Philpot

00:36:48

Mr. Philpot had a visual presentation. See Attachment A.

- Questions/Discussion by Council

01:01:09

VII. DISCUSSION/ACTION ITEMS

A. Consideration of Resolution 21-31 – Approving an Agreement With Bonneville Collections for Ambulance Collection Services

- Staff Overview 01:10:10
- Discussion There were no questions or discussion by the Council
- Motion 01:12:17

Council Member Orr moved to approve Resolution 21-31, approving an agreement with Bonneville Collections for ambulance collection services. Council Member Howard seconded the motion. The mayor pro tem called the vote:

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

Resolution 21-31 was adopted.

B. Discussion on Heritage Trail Project

- Staff Overview 01:13:06
- Comments by Reed Richards, representing the Sons of the Utah Pioneers

01:19:25

- Mayor Pro Tem Strate asked each Council Member to state whether he/she would be willing to budget up to \$20,000 to the Heritage Trail Project as the second priority application for a RAMP Grant:

Council Member Smyth-

01:43:31

Council Member Howard-

01:44:12

Council Member Orr-

01:44:59

Council Member Stewart-

01:46:44

- Comments by Reed Richards

01:47:07

III. RECESS INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

- Mayor Pro Tem Strate indicated it was time to recess into a CDRA Board meeting and asked for a motion to do so 01:49:42

Council Member Howard moved to recess into a Community Development and Renewal Agency Board meeting. Council Member Smyth seconded the motion. All present voted aye.

See separate minutes.

IX. RECONVENE SOUTH OGDEN CITY COUNCIL MEETING

Motion from CDRA Board Meeting:

02:46:56

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

VIII. REPORTS/DIRECTION TO CITY MANAGER

- Mayor Pro Tem Strate asked each Council Member to state their opinion on keeping the dog park open as part of their report

232 A. City Council Members

- 233 • Council Member Smyth - 02:47:22

In favor of the dog park being open an extra month

- 234 • Council Member Howard - 02:50:00

235 Allow the dog park to be open as long as the
236 weather allowed and the grass wouldn't be
237 damaged.

- 238 • Council Member Orr - 02:52:41

239 Fine with the park being open an extra month
240 until Dec. 1

- 241 • Council Member Stewart - 02:56:08

Agreed park could be open until Dec. 1

242 B. City Manager 03:00:20

243 C. Mayor Pro Tem Strate 03:08:06

244 Had concerns with the upkeep of the dog park
245 and wondered if City should build another one.

- 246
- 247 • City Manager Dixon confirmed with the Council that the consensus was the dog park should
248 stay open until December 1 03:13:26

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252 IX. **ADJOURN**

- 253 • At 9:17 pm, Mayor Pro Tem Strate called for a motion to adjourn city council meeting
254 03:15:16

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

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269 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council
270 Work Session and Council Meeting held Tuesday, October 5, 2021.

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272 
273 Kapetanov, City Recorder

_____ Leesa
Date Approved by the City Council

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ATTACHMENT A

Visual Presentation by Fred Philpot



COMPREHENSIVE FINANCIAL SUSTAINABILITY PLANNING COUNCIL DISCUSSION - WORK SESSION

OCTOBER 2021



SOUTH OGDEN, UTAH
FINANCIAL PLANNING

2

FINANCIAL PLAN OBJECTIVES

Sustainability Objectives

- **Prioritization**
 - Evaluate existing services (anything need to be removed?)
- **Efficiency**
 - Control of prioritized services (control growth, scope creep, allocation strategies etc.)
- **Revenue Sustainability**
 - Can we support the existing or desired LOS

THE PROBLEM

- ▣ Challenges Affecting the General Fund:
 - ▣ Loss of Buying Power
 - ▣ Level of Service/Growth Issues
- ▣ Is the General Fund able to keep up with both inflation and growth?
 - ▣ Understanding the Certified Tax Rate Formula and Truth in Taxation

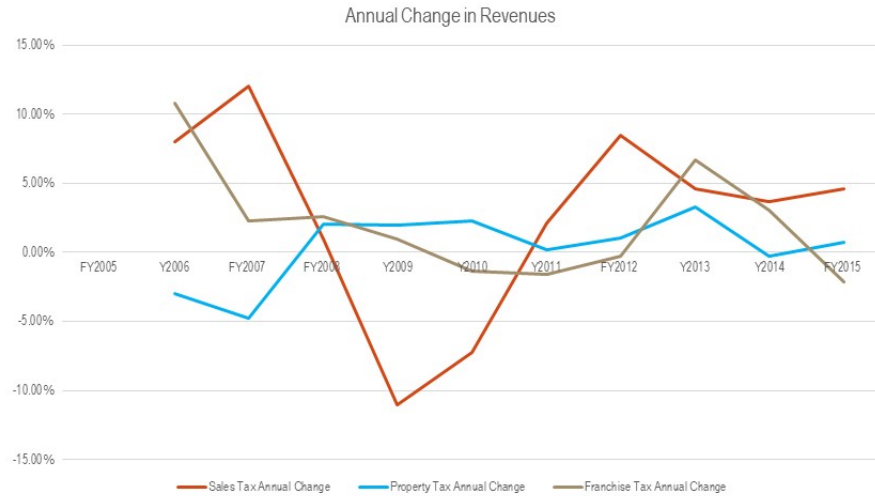
THE PROBLEM

- ▣ Basic Budget Formula:

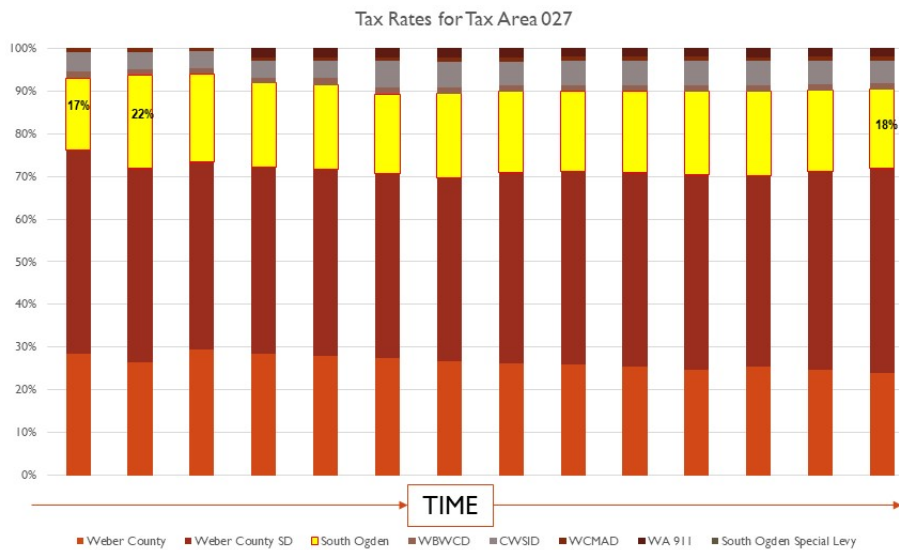
$$\left(\frac{\text{Prior Year Budgeted Revenue}}{\text{(Current Year Assessed Value – CY RDA – CY Adjustments – New Growth)}} \right) = \text{Certified Rate}$$

$$\begin{aligned} & \text{(Certified Rate} \times \text{Certified Value)} \\ & + \\ & \text{(Certified Rate} \times \text{New Growth)} \end{aligned}$$

THE PROBLEM



SCENARIO ANALYSIS



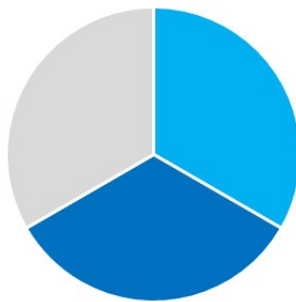
PURPOSE

- ▣ **Proactive Approach to Sustainability**
 - ▣ Evaluate Funding Gaps, Level of Service and Cost Savings
- ▣ **Develop A Solution for Sustainability**
 - ▣ Evaluate Resources We Can Control
 - ▣ Establish a Strategic Action Plan

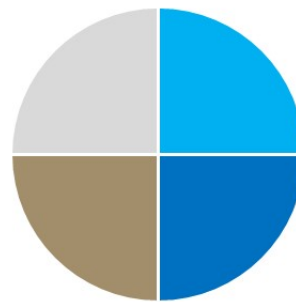
THE PROBLEM

- ▣ Cities are the most financially stable over the long-term when they maintain a balanced revenue mix. We refer to this as a 3- or 4-legged stool approach to the revenue mix.

3-LEGGED IDEAL



4-LEGGED IDEAL



PURPOSE



Comprehensive Sustainability Plan

PURPOSE

- 
- ▣ Review Historic GF/Utility Models
 - ▣ Develop or Update Revenue Projections
 - ▣ Develop or Update Expense Forecast
 - ▣ Create Interactive Scenario Tool
 - ▣ Evaluate Tax Impact

CONSIDERATIONS

- ▣ **Review Changes in Priorities**
 - ▣ Changes in services provided
 - ▣ Changes in LOS
- ▣ **Review Needed Equipment and Vehicle Needs**
- ▣ **Review Bonding Scenarios**

OUTCOME

- ▣ **Creation of a Decision-Making Tool – Scenario Analysis**
- ▣ **Strategic Plan to Optimize Revenue Generation while Mitigating Unnecessary Costs**
- ▣ **Council/Resident/Staff Driven Plan**
- ▣ **Establish Clear Objectives and Solutions**

TIMELINE

- ▣ 2017 General Fund, Transportation Fee, and Utility Financial Planning
- ▣ Updates Completed in 2018, 2019, 2020
- ▣ 2021/22 Update – In Process

Questions

STAFF REPORT



SUBJECT: Spot Repair 2021-22
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 10-19-21

RECOMMENDATION

City Staff is recommending the Spot Repair bid be awarded to LaRose Paving. The bid process was completed by contacting local qualified vendors that have completed this type of work for South Ogden City in the past. LaRose Paving was the lowest qualified bidder. LaRose Paving has completed work for South Ogden in the past and has done a good job.

BACKGROUND

The amount that was used to get the bids out was approximately \$40,000, which should repair approximately 10,000 square feet of road. The price that City staff used to figure what a repair would cost was \$4.00 per sq ft. The bid process was done assuming that the cost would be around the \$40,000.00 threshold.

ANALYSIS

In doing some research, City staff found that it was best to bid this project out per square foot. City staff identified 10-12 areas on various roads to be repaired. Doing spot repair will consist of cutting the asphalt, removal of the asphalt, compaction of the area and replacing the new asphalt back into the cut out area. The areas are bigger than 4' x4' to complete this process and to be effective. City staff estimated that the 10-12 various roads needing spot repairs would reach the goal of spending \$40,000. Bids came in at a very good rate. City staff contacted 3 qualified companies to give a bid and all three submitted bids.

SIGNIFICANT IMPACTS

Contractor	Unit Price	Total
LaRose Paving	\$3.85 sq ft	\$38,500.00
Consolidated Paving	\$4.15 sq ft	\$41,500.00
Post Construction	\$3.95 sq ft	\$39,500.00

ATTACHMENTS

Bid Documents

STAFF REPORT



SUBJECT: FY 2022 Budget Amendment
AUTHOR: Steve Liebersbach
DEPARTMENT: Finance
DATE: October 19, 2021

RECOMMENDATION

Staff recommends the City Council approve the budget amendment as presented in Resolution 21-33.

BACKGROUND

City Council can approve budget amendments at any time throughout the fiscal year to modify the adopted budget to incorporate necessary changes.

ANALYSIS

This amendment has two purposes. First it will correct some errors that existed in the final budget that was adopted on 8/17/2021. This process does not require a public hearing or amendment per State Code but I am including it for informational purposes. The actual amendment side of this is dealing with the expenditures incurred and paid for on the Terrazza Development. These expenditures were not brought forth or included in the original budget process.

SIGNIFICANT IMPACTS

At this point the expenditures are being paid out of the water, sewer & storm drain funds in accordance with the amounts listed. As I dig deeper into this I believe these amounts will eventually be paid out of the City Center CRA Project Area. If so, those adjustments will come forth at some point in the future.

ATTACHMENTS

None

South Ogden City

Asphalt Spot Repair Project Bid Sheet

South Ogden City is seeking bids for a contractor to furnish all equipment, labor, materials, and appurtenances for asphalt patching at various locations throughout the city.

To receive consideration, all bids must be returned via email to jsully@southogdencity.gov or delivered to South Ogden City 5590 S. 600 E. on or before **3:00 pm October 1, 2021**. All Bids must meet or exceed bid expectations. South Ogden City reserves the right to accept or reject any and all bids. All prices to be quoted F.O.B. South Ogden, Utah.

Bid Specifications

Job to be completed within 45 days of date on notice to proceed.

Asphalt patches to be sawcut by contractor.

Existing asphalt to be removed and disposed of by contractor.

All asphalt patches are to be placed 4 inches thick.

Contractor responsible for clean up after completion of job.

Patches will be in various locations throughout the city, not to exceed 2 miles between patches.

Total quantity of all asphalt patches to be approximately 12,000 square feet.

City will provide any road base that is needed.

Bid Items

Sawcut, remove and replace existing asphalt at various locations \$ 3.85 per square foot.

**Mike LaRose
Vice President
LaRose Paving Inc.**

Company Name: _____

South Ogden City

Asphalt Spot Repair Project Bid Sheet

South Ogden City is seeking bids for a contractor to furnish all equipment, labor, materials, and appurtenances for asphalt patching at various locations throughout the city.

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Contractor responsible for clean up after completion of job.

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Total quantity of all asphalt patches to be approximately 12,000 square feet.

City will provide any road base that is needed.

Bid Items

Sawcut, remove and replace existing asphalt at various locations \$ 4.15 per square foot.

Company Name: Consolidated Paving & Concrete - jence s.

South Ogden City

Asphalt Spot Repair Project Bid Sheet

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Patches will be in various locations throughout the city, not to exceed 2 miles between patches.

Total quantity of all asphalt patches to be approximately 12,000 square feet.

City will provide any road base that is needed.

Bid Items

Sawcut, remove and replace existing asphalt at various locations \$ 3.95 per square foot.

Company Name: Post Construction

Resolution No. 21-32

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH LAROSE PAVING LLC FOR ROAD SPOT REPAIRS, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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

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

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

WHEREAS, the City Council finds that the city staff recommends that the city contract with LaRose Paving LLC for the completion of road spot repairs; and,

WHEREAS, the City Council finds that LaRose Paving LLC. has the professional ability to provide for these services to meet the city's needs; and,

WHEREAS, the City Council finds that the City now desires to further those ends by contracting with LaRose Paving LLC to provide such services; and,

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

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

SECTION II - CONTRACT AUTHORIZED

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

The foregoing Recitals are incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

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

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 19th day of October, 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 19th day of October, 2021.

SOUTH OGDEN CITY

Russell Porter, Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 21-32

Resolution Of South Ogden City Approving An Agreement With Larose Paving Inc. For Road Spot Repairs, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

01 Oct 21

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **LaRose Paving LLC**, (hereinafter called CONTRACTOR).

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

ARTICLE 1- WORK

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

DESCRIPTION OF WORK: The work consists of contractor providing the labor, materials and equipment to saw cut, remove and replace asphalt at various locations throughout the city.

ARTICLE 2-THE PROJECT

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

Spot Repair/ Patching (Various Roads)

ARTICLE 3- CONTRACT TIMES

3.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

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

3.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 3.02 for Completion until the Work is accepted.

OWNER and CONTRACTOR may negotiate a one year extension for a possibility of up to 3 years.

ARTICLE 4- CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Remove and replace damaged asphalt.	10,000	Sq. ft	\$3.85	\$40,000.00
		approx.			

TOTAL OF ALL UNIT PRICES Forty-Thousand Dollars and no cents (\$40,000.00).

ARTICLE 5- PAYMENT PROCEDURES

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

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

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

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

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed.

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

ARTICLE 6- INTEREST

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

ARTICLE 7- CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at, or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8- CONTRACT DOCUMENTS

8.01 *Contents:*

A. The Contract Documents consist of the following:

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

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

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

The documents listed in paragraph 8.01

- A. Are attached to this Agreement (except as expressly noted otherwise above).
- B. There are no Contract Documents other than those listed above in this Article 8.
- C. The Contract Documents may only be amended, modified, or supplemented by OWNER through work change orders or quantity modifications.

ARTICLE 9- MISCELLANEOUS

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

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

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

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

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

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

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

LaRose Paving LLC

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: _____

Title: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Address: _____

Phone: _____

RESOLUTION NO. 21-33

A RESOLUTION OF SOUTH OGDEN CITY, UTAH, AMENDING THE CITY'S FISCAL YEAR 2021-2022 BUDGET BY MAKING CERTAIN CHANGES TO SEVERAL OF THE CITY'S FUNDS; ACCOUNTING FOR REVENUE AND EXPENDITURE CHANGES; MODIFYING PRIOR CITY ORDINANCES AS NECESSARY, BY THESE ACTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

SECTION I - RECITALS

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

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

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

WHEREAS, the city Council finds that certain exigencies of city governmental operations require amendments be made to the current city budget and related documents; and,

WHEREAS, the city Council finds that UC §10-6-119 provides authority for amending the City's budget as necessary; now,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH OGDEN THAT THE SOUTH OGDEN CITY BUDGET AND STAFFING DOCUMENT FOR FISCAL YEAR 2021-2022 BE, AND THE SAME HEREBY IS, AMENDED AS FOLLOWS:

SECTION II - CHANGES TO BUDGET

Those changes set out in **Attachment "A"** of the 19th day of October, 2021, attached hereto, and incorporated as if fully set out, as those changes affect and adjust the previously authorized budgets and staffing provisions, including compensation schedules of various city departments and funds represented, ought to be, and the same are, amended, re-adopted and enacted as amendments to the fiscal year 2021- 2022 Budget for South Ogden City.

The foregoing recitals are fully incorporated herein.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

If any provision of this Ordinance shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed to be 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 19th day of October, 2021, and after publication or posting as required by law.

DATED this 19th day of October, 2021

SOUTH OGDEN, a municipal corporation

by: _____

Russell Porter, Mayor

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

RESOLUTION NO. 21-22

A Resolution Of South Ogden City, Utah, Amending The City's Fiscal Year 2021-2022 Budget By Making Certain Changes To Several Of The City's Funds; Accounting For Revenue And Expenditure Changes; Modifying Prior City Ordinances As Necessary, By These Actions; And Establishing An Effective Date.

19 Oct 21

South Ogden City

October 19, 2021

Fiscal Year 2022

Budget Amendment

	Current Budget	New Budget	Difference +/-
BUDGET CORRECTIONS			
10-80-169 Transfer to City Center CRA	\$12,500	\$12,500	\$0
68-30-200 Transfer in from General Fund - City Center CRA	\$0	\$12,500	\$12,500
68-40-400 Professional & Technical - City Center CRA	\$7,500	\$20,000	\$12,500
10-80-251 Transfer to Ambulance Fund	\$51,000	\$51,000	\$0
58-30-870 Transfer from General Fund - Ambulance Fund	\$0	\$51,000	\$51,000
58-40-980 Retained Earnings - Ambulance Fund	\$60,063	\$111,063	\$51,000
10-80-330 Transfer CDRA Sales Tax	\$130,800	\$130,800	\$0
66-30-125 Sales Tax Revenue - CRA Young Mazda Proj Area	\$18,200	\$8,350	(\$9,850)
67-30-200 Sales Tax Revenue - CDRA NW Proj Area	\$122,450	\$122,450	\$0
66-30-100 Tax Increment - CRA Young Mazda Proj Area	\$21,000	\$30,850	\$9,850
40-40-850 Transfer to Retained Earnings - Capital Proj Fund	\$126,100	\$0	(\$126,100)
40-40-475 Skatepark Seed Money - Capital Proj Fund	\$0	\$126,100	\$126,100
* Make corrections to bring the budget into balance			
BUDGET AMENDMENT			
51-40-980 Contingency - Water Fund	\$0	\$115,864	\$115,864
52-40-980 Contingency - Sewer Fund	\$0	\$112,548	\$112,548
53-40-980 Contingency - Storm Drain Fund	\$0	\$122,848	\$122,848
51-40-980 Contingency - Water Fund	\$115,864	\$166,064	\$50,200
51-30-890 Appropriation of Fund Balance - Water Fund	\$899,259	\$1,065,323	\$166,064
52-30-890 Appropriation of Fund Balance - Sewer Fund	\$398,362	\$510,910	\$112,548
53-30-890 Appropriation of Fund Balance - Storm Drain Fund	\$802,132	\$924,980	\$122,848
* Payment on the Terrazza Development			

STAFF REPORT



SUBJECT: Ordinance Enforcement Changes
AUTHOR: Chief Parke
DEPARTMENT: Police
DATE: October 19, 2021

RECOMMENDATION

The recommendation is for the council to adopt the proposed changes to city ordinance regarding abatement enforcement.

BACKGROUND

Officer Hardman brought these proposed changes to elected officials on September 7, 2021. The Mayor and council discussed the proposed changes and directed three things. First, the city attorney formalize the changes; second, a public hearing be scheduled in order to receive public input; and third, to bring the final changes to elected officials for consideration of formal adoption.

The city attorney has returned the formal documentation to the city recorder. The public hearing is scheduled for tonight's meeting.

ANALYSIS

As directed by elected officials, the changes do the following:

- Amends ordinance 4-2-1, *Definitions*, graffiti and weeds are added and defined;
- Amends ordinance 4-2-2-1, *Property Maintenance Responsibilities*, a property owner's responsibility to remove graffiti are specified;
- Amends ordinance 4-2-12, *Prohibited Acts/ Penalties*, the prohibition of parking on lawn or landscape is added;
- Creates ordinance 4-3-6, *Weed Control*, to regulate weed height and give enforcement authority;
- Creates ordinance 4-3-7, *Noxious Weeds*, making it unlawful to allow them to grow;
- Creates ordinance 5-2-12, *Criminal Damage To Property*, to address defacing property with graffiti and possessing graffiti instruments.

The changes follow direction given by the Mayor and council previously. The changes clarify and add language to city ordinances, which will help in explaining and enforcing the city's abatement codes.

SIGNIFICANT IMPACTS

There are no fiscal impacts to implementing these changes.

ATTACHMENTS

None

ORDINANCE NO. 21-12

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING TITLES 4 AND 5 OF THE SOUTH OGDEN CITY CODE HAVING TO DO WITH THE REGULATION OF JUNK AND WEEDS; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

SECTION 1 - RECITALS:

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

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

WHEREAS, the City Council finds, in concert with recommendations from the Police Department, that changes be made to various sections of the City Code having to do with the regulation of junk and weeds; and,

WHEREAS, the City Council finds that parts of the South Ogden City Code should be amended to align with these recommendations; and,

WHEREAS, the City Council finds that the amendments to the South Ogden City Code should be effective upon passage of this Ordinance;

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

AMENDED SECTION:

Upon the adoption of this Ordinance, Titles 4 and 5 of the South Ogden City Code is readopted with the changes set out in **Attachment "A"**, which is incorporated herein, to read as indicated.

The foregoing recitals are incorporated herein.

SECTION II - REPEALER OF CONFLICTING ENACTMENTS:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict,

repealed, except this repeal shall not be construed to revive any act, order or resolution, or part, repealed.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - SAVINGS CLAUSE:

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

SECTION V - DATE OF EFFECT:

This Ordinance shall be effective on the 19th day of October, 2021, and after publication or posting as required by law.

DATED this 19th day of October, 2021.

SOUTH OGDEN, a municipal corporation

by: _____
Mayor Russell Porter

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 21-12

An Ordinance Of South Ogden City, Utah, Revising And Amending Titles 4 And 5 Of The South Ogden City Code Having To Do With The Regulation Of Junk And Weeds; Making Necessary Language Changes To The City Code To Effect Those Changes; And Establishing An Effective Date For Those Changes.

19 Oct 21

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.

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.

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)

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 6-1-5(I) of this Code, "Parking During Snowstorms".
3. Penalty: Any person violating this subsection shall be guilty of an infraction. (Ord. 19-05, 4-9-2019, eff. 4-9-2019)

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:

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 15-10~~ title 15-10 of this code;
- b. Ditches, and 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.

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.