



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

TUESDAY, APRIL 19, 2022

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, , 2022. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the EOC. 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 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

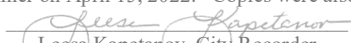
II. REVIEW OF AGENDA

III. DISCUSSION ITEMS

- A. Emergency Management Training**
- B. Clarification of Spring 2022 Neighborhood Clean-up Project**

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 April 15, 2022. 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.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, APRIL 19, 2022

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, , 2022. 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. **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 April 5, 2022 Council Minutes
- B. Approval of Arbor Day Proclamation

V. PUBLIC HEARING

To Receive and Consider Comments on the Proposed Vacation of Alley Located South Of 37th Street Between Adams and Porter

VI. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 22-11** – Approving an Agreement With Braegger & Sons for Construction of the Panorama PRV Re-Location Project
- B. Consideration of **Resolution 22-12** – Ratifying an Agreement with Post Asphalt for Repair of 6100 S 1350 E Intersection
- C. Consideration of **Ordinance 22-04** – Approving the Vacation of Alley Located South Of 37th Street Between Adams and Porter
- D. Consideration of **Ordinance 22-05** - Amending the Consolidated Fee Schedule For Recreation Fees
- E. Consideration of **Ordinance 22-06** – Amending SOCC 10-23, 10-14-19, and 7-2-1 Creating An Improved Water Wise Landscaping Ordinance

VII. DISCUSSION ITEMS

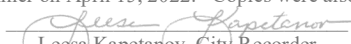
- A. Update on South Ogden Days

VIII. REPORTS/DIRECTION TO CITY MANAGER

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

IX. ADJOURN

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Leesa Kapetanov, City Recorder

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

TUESDAY, APRIL 5, 2022

WORK SESSION – 5 PM IN EOC

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 Note: Council Member Smyth joined the meeting via the Microsoft Teams virtual meeting application

COUNCIL MEMBERS EXCUSED

Mayor Russell Porter

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Assistant City Manager Doug Gailey, Finance Director Steve Liebersbach, Park and Public Works Director Jon Andersen, Lead Accountant Tiffany Brennan, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

No one else attended this meeting

Note: There is no audio recording for the work session.

I. CALL TO ORDER

- Mayor Pro Tem Strate called the work session to order at 5:05 pm and entertained a motion to open the meeting

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

Note: Council Member Smyth was having technical issues and had not yet joined the meeting.

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II. REVIEW OF AGENDA

- There were no requests to review the agenda

III. DISCUSSION ITEMS

A. Financial Update

- Finance Director Steve Liebersbach went over the numbers of the financial update included in the packet. He also gave the council a handout. See Attachment A.

B. Use of ARPA Funds

- There was no time left for this discussion item

IV. ADJOURN

- At 6:00 pm, the mayor pro tem called for a motion to adjourn the work session

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

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Pro Tem Brent Strate, Council Members Sally Orr, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Council Member Smyth joined the meeting via the Microsoft Teams virtual meeting application

COUNCIL MEMBERS EXCUSED

Mayor Russell L. Porter

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, Lead Accountant Tiffany Brennan, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

Jory Wahlen, John Prince, Bruce and Joyce Hartman, Matt Robertson

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

https://files4.1.revize.com/southogden/document_center/Sound%20Files/2022/CC220405_1704.mp3

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

I. OPENING CEREMONY

A. Call To Order

- At 6:10 pm, Mayor Pro Tem Brent Strate called the meeting to order and entertained a motion to begin 00:00:00

Council Member Howard so moved. The motion was seconded by Council Member Stewart. In a voice vote Council Members 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

C. Pledge Of Allegiance

Council Member Howard led everyone in the Pledge of Allegiance.

117 **II. NEW EMPLOYEE INTRODUCTION**

- 118 • Finance Director Steve Liebersbach introduced Tiffany Brennan, the city's new Lead
119 Accountant 00:02:07

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122 **III. PUBLIC COMMENTS**

- 123 • There were no in person public comments. Mayor Pro Tem Strate gave those online until 6:45
124 pm to make comments.

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127 **IV. RESPONSE TO PUBLIC COMMENT**

- 128 • Not applicable at this time

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131 **V. CONSENT AGENDA**

132 A. Approval of March 15, 2022 Council Minutes

- 133 • The mayor pro tem called for a motion to approve the minutes

134 00:06:46

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136 Council Member Orr so moved. Council Member Howard seconded the motion.
137 Council Members Stewart, Howard, and Orr voted aye. There was no response from
138 Council Member Smyth.

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142 **VI. DISCUSSION / ACTION ITEMS**

143 A. Consideration of Previously Tabled Resolution 22-07 - Declaring Resolution 22-03 As Null
144 and Void and Re-Voting On An Agreement With UDOT for Use of Federal Aid Money for
145 the 40th Street/Chimes View Drive Road Project

- 146 • Staff overview 00:07:24

- 147 • Questions/discussion

148 00:13:29

- 149 • Mayor Pro Tem Strate called for a motion to adopt Resolution 22-07

150 00:18:08

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152 Council Member Howard so moved. The motion was seconded by Council Member
153 Orr. The mayor pro tem made a roll call vote:

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155 Council Member Stewart - Yes

156 Council Member Orr - Yes

157 Council Member Howard - Yes

158 Council Member Smyth - Yes

159 Mayor Pro Tem Strate - Yes

Resolution 22-07 was adopted.

- The mayor pro tem was informed there had been no online comments
00:18:54

B. Consideration of Resolution 22-08 – Approving an Interim Agreement With Bird Rides LLC to Allow Scooters in South Ogden City

- Staff overview 00:19:07
Note: Corbin Hutchinson from Bird Rides LLC joined the meeting electronically and was allowed to comment and answer questions
- Questions/Discussion
00:24:05
- Mayor Pro Tem Strate called for a motion to approve Resolution 22-08, approving an interim agreement with Bird Rides LLC
00:28:53

Council Member Howard so moved, followed by a second from Council Member Orr.
The mayor pro tem called the vote:

Council Member Orr -	Yes
Council Member Howard -	Yes
Council Member Smyth -	Yes
Council Member Stewart -	Yes
Mayor Pro Tem Strate -	Yes

The Council approved Resolution 22-08.

C. Consideration of Resolution 22-09 – Approving an Agreement with Vertical Horizon for South Ogden Days Entertainment

- Staff overview 00:29:40
- Questions/discussion
00:31:48
- Mayor Pro Tem Strate called for a motion to approve Resolution 22-09, approving an agreement with Vertical Horizon for South Ogden Days entertainment
00:34:24

Council Member Orr so moved. Council Member Howard seconded the motion. The mayor pro tem called the vote:

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

Mayor Pro Tem Strate - Yes

The motion was approved

D. Consideration of Resolution 22-10 – Adopting a Sewer Capital Facilities Plan

- Staff overview 00:35:18
- Questions/discussion 00:39:32
- The mayor pro tem called for a motion to approve Resolution 22-10, adopting a Sewer Capital Facilities Plan 00:46:37

Council Member Howard so moved. The motion was seconded by Council Member Orr. The mayor pro tem made a roll call vote:

Council Member Smyth-	Yes
Council Member Stewart-	Yes
Council Member Orr -	Yes
Council Member Howard -	Yes
Mayor Pro Tem Strate -	Yes

The Sewer Capital Facilities Plan was adopted.

E. Consideration of Ordinance 22-03 – Granting an Access Easement Over a Portion of City Property

- Staff overview 00:47:11
- John Prince, a representative of the company to whom the easement was being granted, was allowed to comment and answer questions
- Questions/discussion 00:50:44
- The mayor pro tem called for a motion to adopt Ordinance 22-03, granting an access easement over a portion of city property 00:52:25

Council Member Howard so moved. The motion was seconded by Council Member Orr. Council Member Orr asked further questions about this item. The mayor pro tem then made a roll call vote:

Council Member Stewart -	No
Council Member Orr -	Yes
Council Member Howard -	Yes
Mayor Pro Tem Strate -	Yes

Council Member Smyth - Yes

The motion stood.

VI. DISCUSSION ITEMS

A. Soccer/Lacrosse Fields at Burch Creek Elementary

- Staff overview 00:56:55
Matt Robertson, a representative of the soccer community, came forward to comment and answer questions
- Questions/discussion 01:07:13
- The Council determined that Mr. Robertson should continue seeking for grant money for the fields and then return to the Council with more information 01:27:05

VII. DEPARTMENT REPORT

Assistant City Manager Doug Gailey - Review of Employee Survey Results

- Mr. Gailey had a visual presentation as part of his report. See Attachment B.

III. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Stewart - 01:54:12
- Council Member Orr - 01:56:27
- Council Member Howard - 02:00:33
- Council Member Smyth - 02:03:06

B. City Manager 02:05:05

C. Mayor Pro Tem Strate 02:10:38

IX. ADJOURN

- At 8:22 pm, Mayor Pro Tem Strate called for a motion to adjourn the meeting 02:12:08

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

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Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council Work Session and Council Meeting held Tuesday, April 5, 2022.


Kapetanov, City Recorder

Leesa
Date Approved by the City Council

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ATTACHMENT A

Handout from Finance Director Steve Liebersbach

Fund balance analysis - 02-28-2022

6/30/2021 financial statement fund balance:	\$1,289,929.26		
Restricted balances:			
Class "c" Funds	(\$256,901.46)		
Restricted Fund Balance - Liquor Money	(\$4,063.17)		
Restricted Fund Balance - leave liability	(\$645,595.71)		
7/1/2021 Unappropriated Fund balance - Beginning	\$383,368.92		
		Total Fund Balance - Everything	\$2,411,616.00
YTD Revenue over Expenditures - 2/28/2022	\$1,121,686.74		(\$260,964.63)
		Everything less Class 'c' & liquor	\$2,150,651.37
2/28/2022 Unappropriated Fund balance available	\$1,505,055.66		15.95%
	11.16%		
25% state general fund maximum:			
FY 2022 General fund revenues =	\$13,480,532.00		
	\$3,370,133.00	CPF monies available	\$4,237,374.30
22% general fund requirement per council resolution	\$2,965,717.04		31.43%
20% general fund requirement per council resolution	\$2,696,106.40		
18% general fund requirement per council resolution	\$2,426,495.76		
17% general fund requirement per council resolution	\$2,291,690.44		
16% general fund requirement per council resolution	\$2,156,885.12	CPF - FY 2019	\$750,000.00
15% general fund requirement per council resolution	\$2,022,079.80	CPF - FY 2020	\$2,500,000.00
14% general fund requirement per council resolution	\$1,887,274.48	CPF - FY 2021	\$1,500,000.00
		CPF to GF - FY 2021	(\$2,663,277.07)
12% general fund requirement per council resolution	\$1,617,663.84		\$2,086,722.93
11% general fund requirement per council resolution	\$1,482,858.52		
10.25% general fund requirement per council resolution	\$1,381,754.53		
10% general fund requirement per council resolution	\$1,348,053.20		
5% general fund requirement per council resolution	\$674,026.60		
25% general fund requirement allowed by State Law	\$3,370,133.00		

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ATTACHMENT B

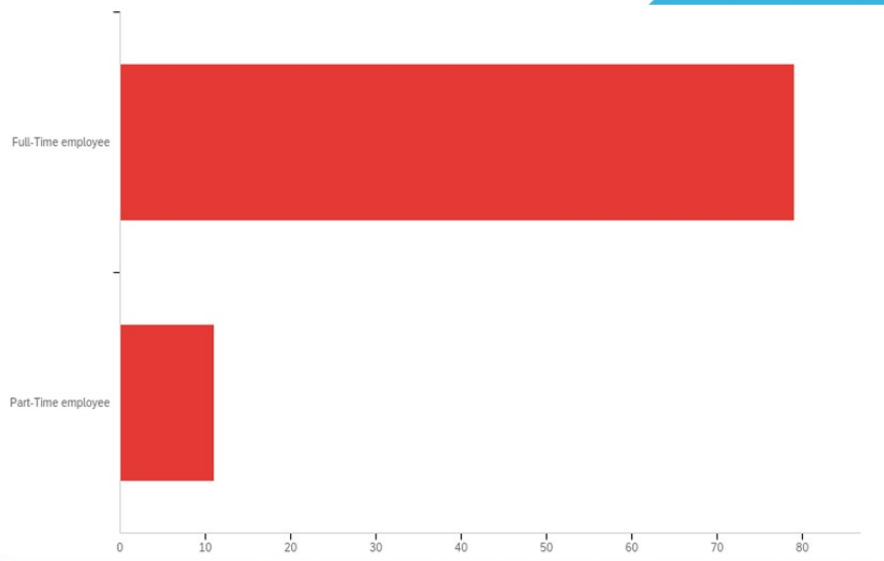
Visual Presentation by Assistant City Manager Doug Gailey

2022 EMPLOYEE SATISFACTION SURVEY

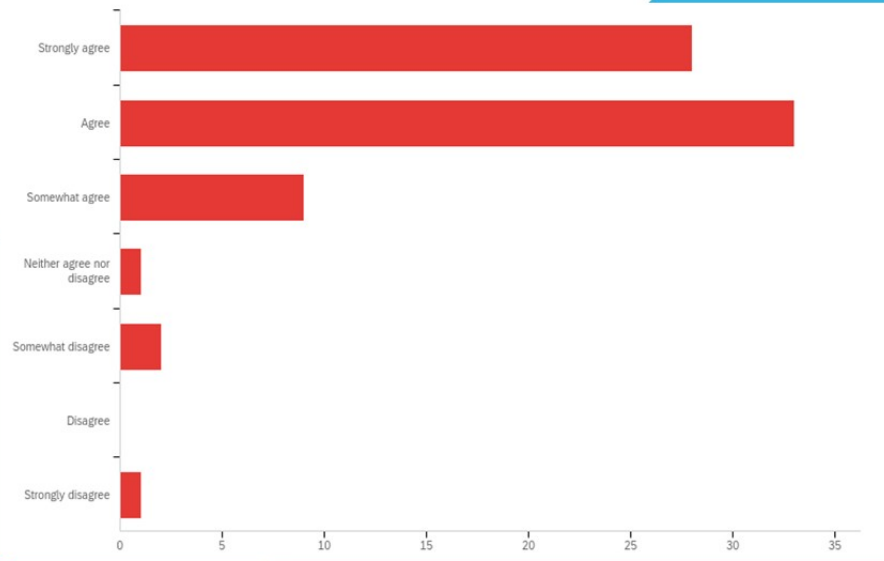
DOUG GAILEY ASSISTANT CITY MANAGER



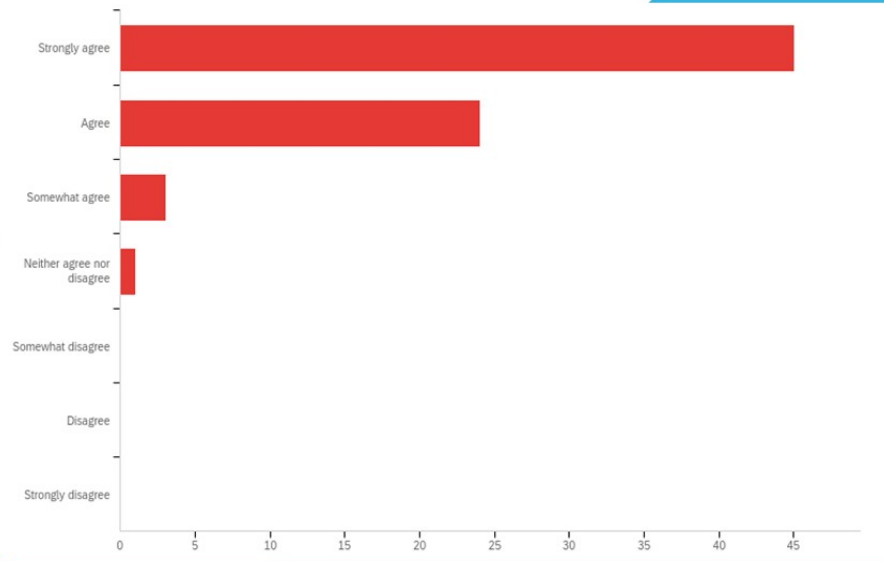
Q41 - Are you a Full-Time or Part-Time employee?



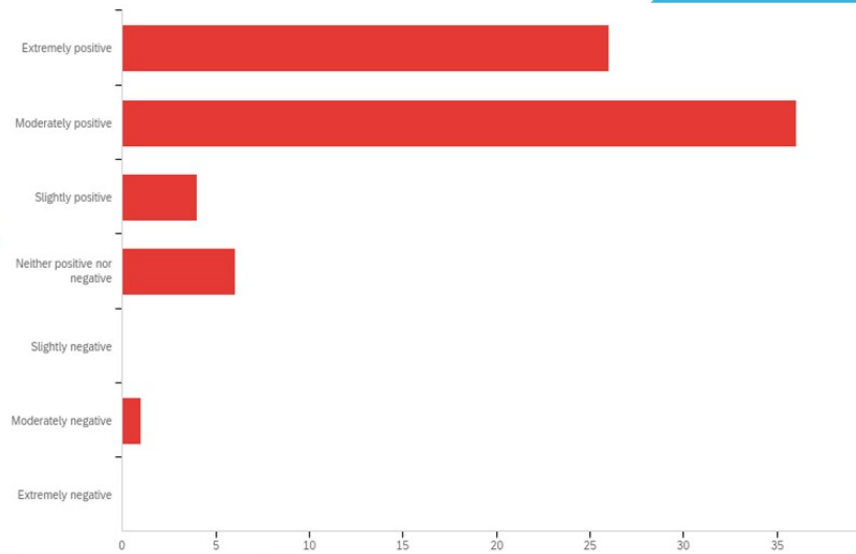
Q1 - South Ogden meets the service expectations of the community.



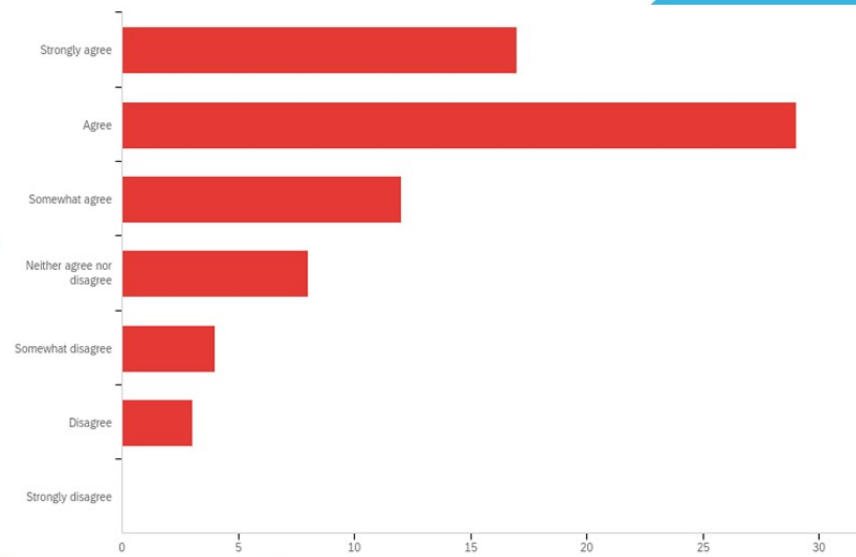
Q2 - The work I perform helps to improve the quality of life in South Ogden.



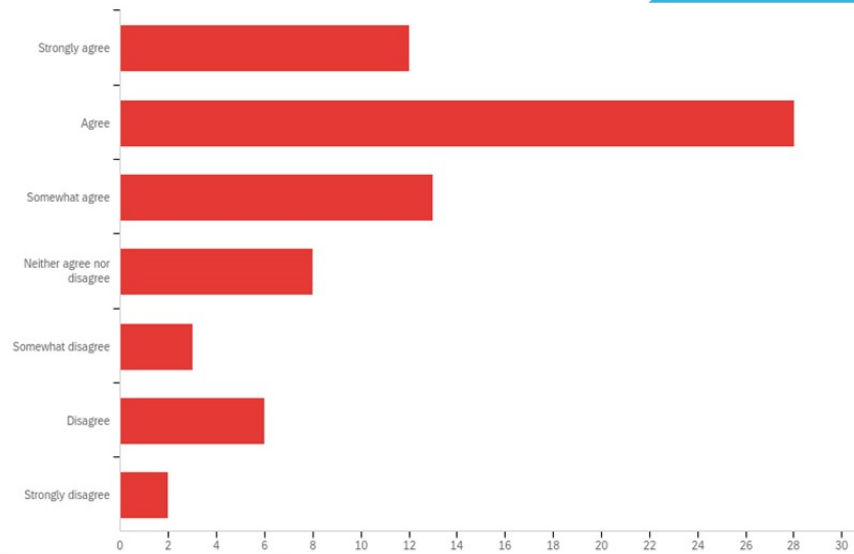
Q3 - City residents and businesses have a positive view of our department.



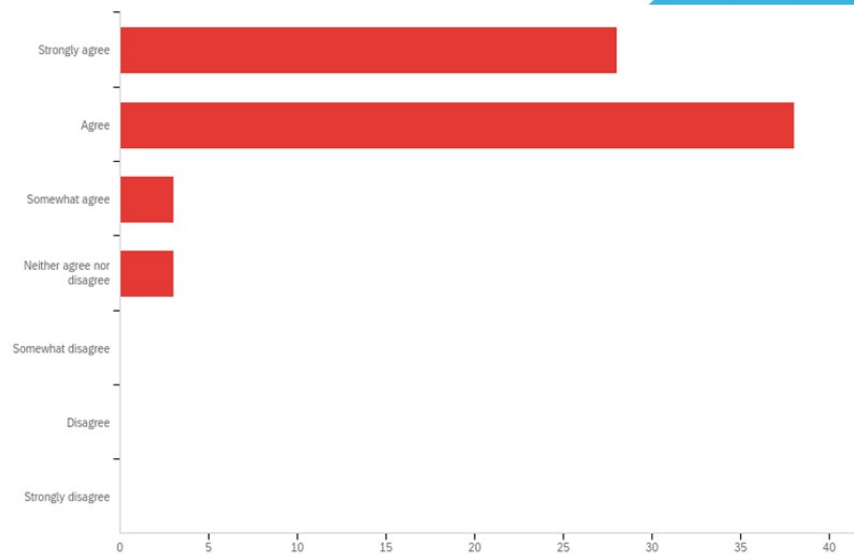
Q4 - Our department has a clear vision/direction for the future.



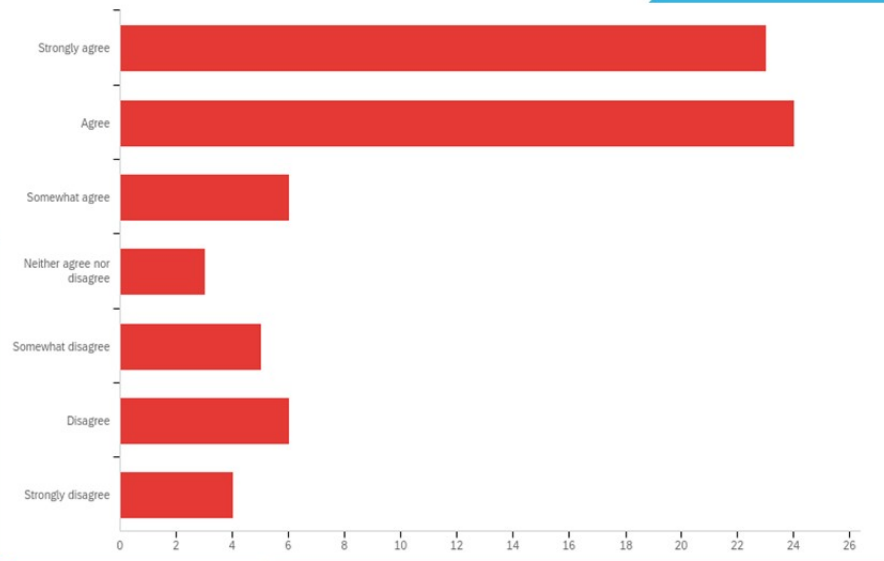
Q5 - I am kept informed of important department information/communication.



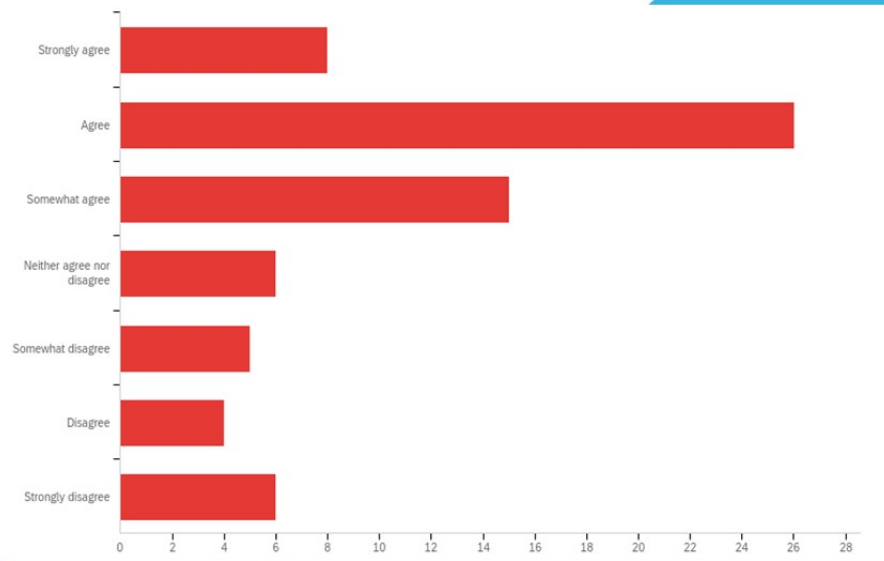
Q6 - My work performance expectations are made clear to me.



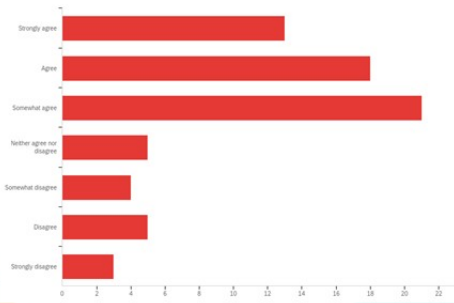
Q7 - I feel valued by management.



Q8 - When problems arise they are resolved quickly.

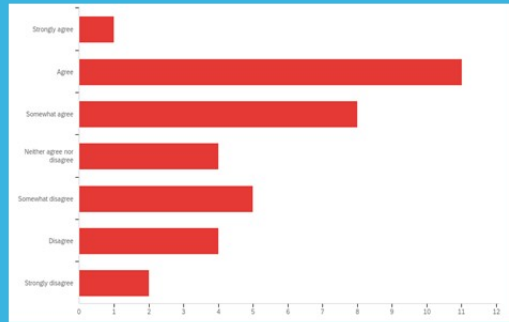


Q9 - I am paid a fair wage.

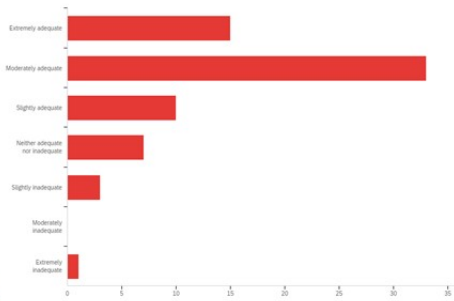


2022

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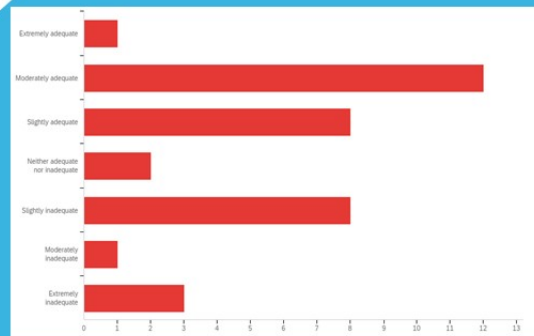


Q10 - South Ogden has an adequate benefit package.

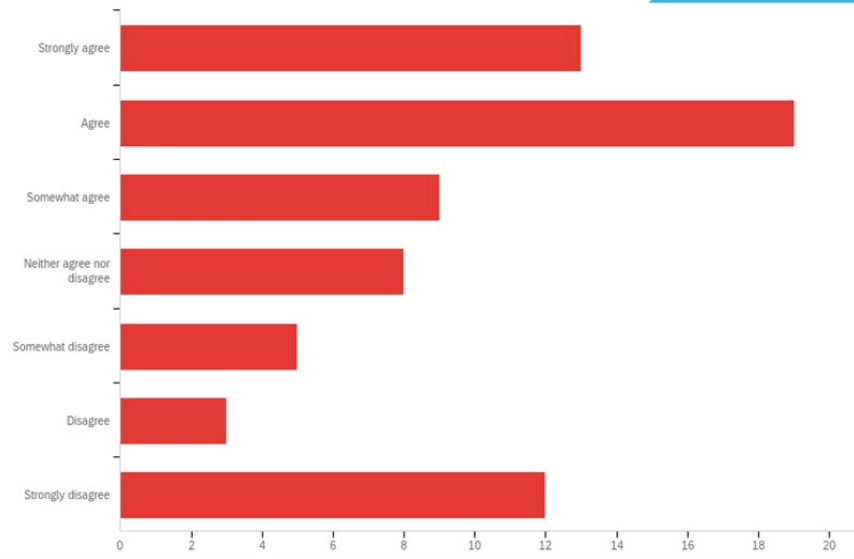


2022

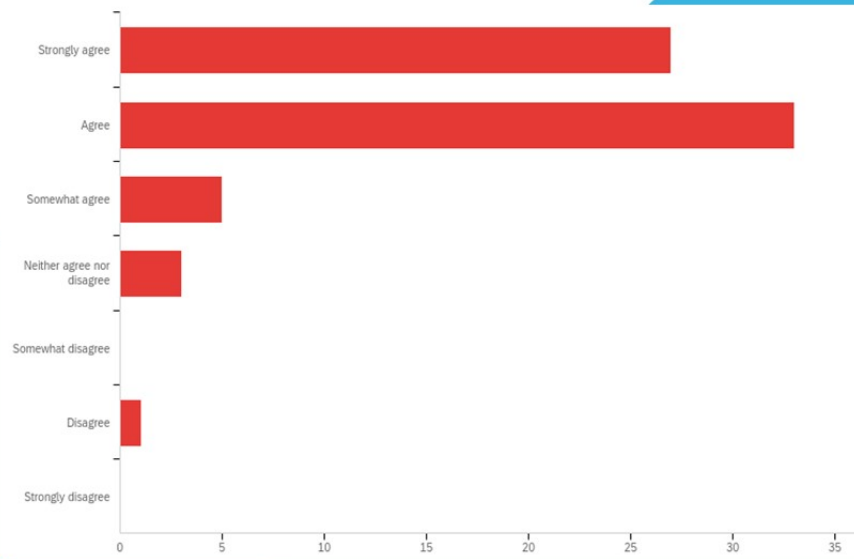
2017



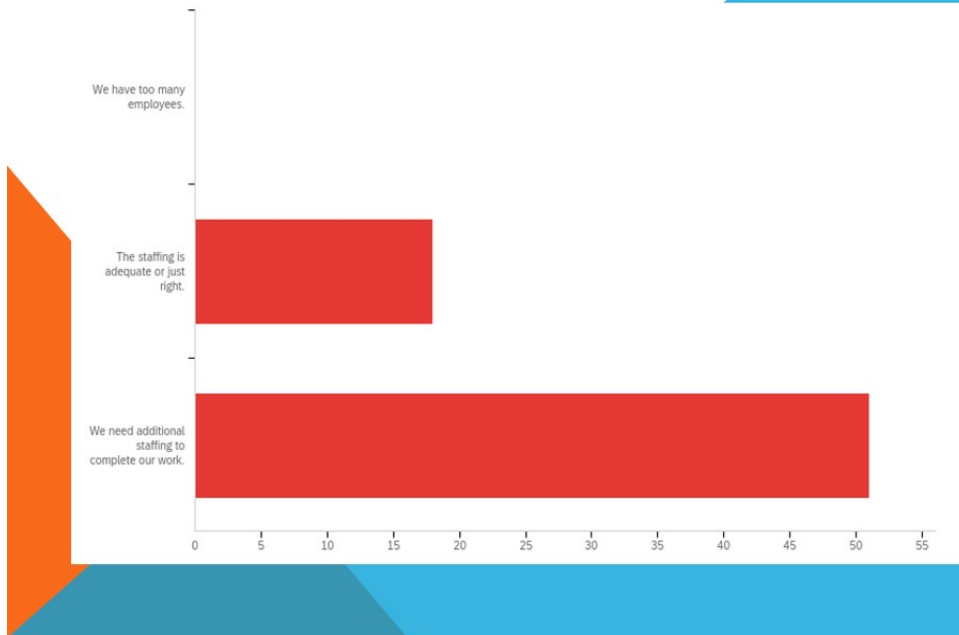
Q11 - When discipline is necessary, it is administered fairly and consistently.



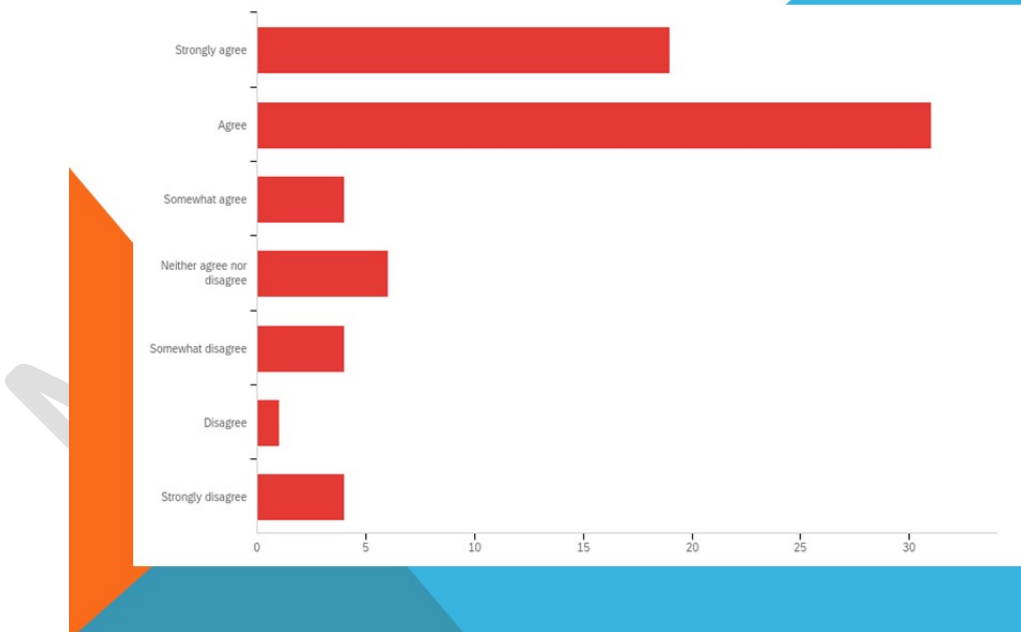
Q13 - Our department is able to complete our assigned tasks in a timely manner.



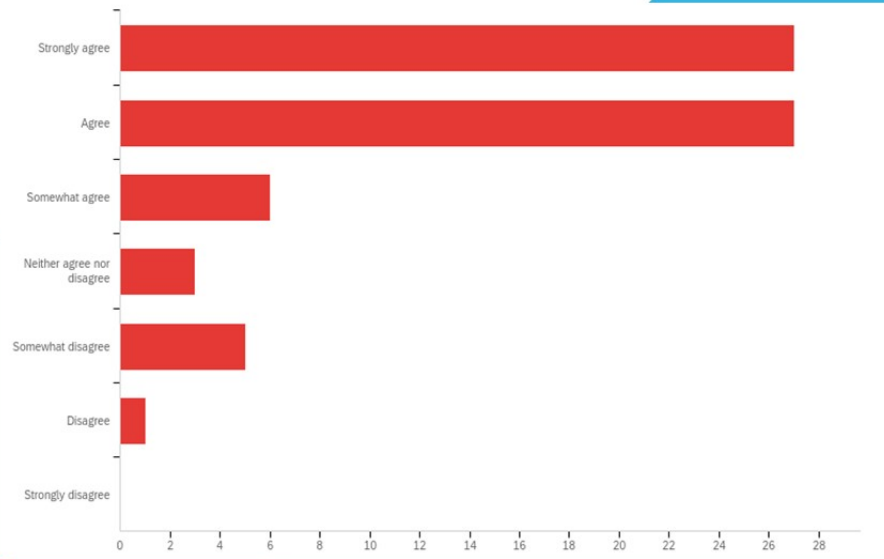
Q14 - The organizational structure (number of employees) of our department is appropriate for our size and workload.



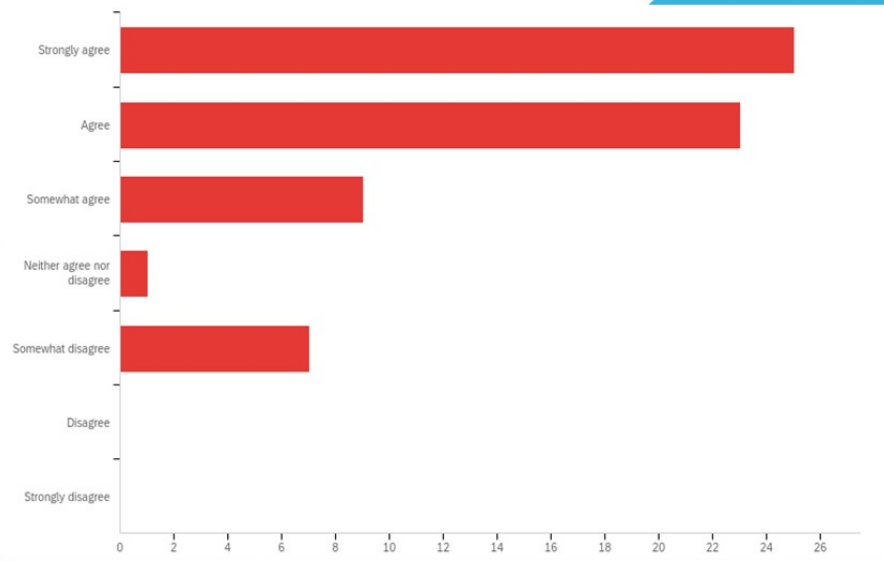
Q15 - My overall morale about my job is good.



Q16 - I have the necessary tools to effectively do my job.



Q17 - The working condition of the equipment I use daily is acceptable.



Proclamation

Declaring

April 29, 2022

as

"Arbor Day"

In South Ogden City

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, This special day, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the Nation and the world; and

Whereas, Trees can reduce the erosion of our precious topsoil by abating wind and water, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

Whereas, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

Whereas, The Pioneers and our forefathers knowing the necessity and value of trees, brought trees with them on their long, hard journey and these trees are living legacies in our community; and

Whereas, Trees in South Ogden City increase property values, enhance the economic vitality of business areas, beautify our community and are a source of joy and spiritual renewal; and

Whereas, South Ogden City has realized the importance of the urban forest and has been instrumental in enhancing the management of this precious resource;

Now, Therefore,

I, Russell Porter, Mayor of South Ogden City, Utah, do hereby proclaim April 29, 2022, as

"Arbor Day"

in South Ogden City and urge all people to join me and the City Council in celebrating Arbor Day and supporting South Ogden City's efforts and commitment to developing and protecting our trees and woodlands, and, further I encourage all people to plant trees to elevate the human spirit and promote the well-being of this and future generations.

Dated this 19th day of April, 2022.

Russell L. Porter, Mayor

Attest:

Leesa Kapetanov, CMC
City Recorder

STAFF REPORT



SUBJECT: Resolution 22-11 - Agreement With Braegger & Sons for Panorama PRV Replacement Project
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 4-19-22

RECOMMENDATION

South Ogden staff recommends the approval of Resolution 22-11.

BACKGROUND

South Ogden has a PRV (Pressure Regulating Valve) that is located at 4814 S. 850 E. and it is in the residents driveway. The PRV has passed its life expectancy and needs replacement. City staff decided to upgrade this PRV and it would be in the City's best interest to relocate it to a safer location. The current PRV will be relocated approximately 350' East of its current location to property that is currently owned by the Bureau of Reclamation and operated by Pine View Water Systems. The city had to go through all the necessary permitting from the Bureau of Reclamation and Pine View to be approved to relocate the PRV to its new location. City Manager Dixon has signed the necessary documents for the city to be able to complete the project.

ANALYSIS

South Ogden City solicited bids in the month of April for the project and were able to receive three qualified bids for review. The bid results are as follows:

1- CT Davis	\$335,011.70
2- Great Basin	\$274,021.00
3- Braegger & Sons	\$223,415.00

SIGNIFICANT IMPACTS

An impact to the water enterprise fund of \$223,415

ATTACHMENTS

Bid results letter

Bid Tabulation



Memorandum

To: Jon Anderson
South Ogden City

From: Jory Wahlen, PE
Wasatch Civil Consulting Engineering

Date: April 15, 2022

Subject: **Panorama Drive PRV Replacement Project**

In response to our advertisement for Panorama Drive PRV Replacement Project, we received three bids. The bid results were as follows:

Contractor	Bid Amount
Braegger & Sons Construction	\$223,415.00
Great Basin Development and Construction	\$274,021.00
CT Davis Excavation	\$335,011.70

We have reviewed the submitted bids for discrepancies and have found some minor errors. However, the errors did not significantly change the bid amounts. We recommend awarding the project to **Braegger & Sons Construction**.

If you have any questions or require additional information, feel free to contact me.

Sincerely

Jory Wahlen, PE
Wasatch Civil Consulting Engineering



Panorama Drive PRV Replacement Project

South Ogden City Corporation

Bid Opening Date: August 5, 2021 Time: 2:00 p.m. Place: South Ogden Municipal Office



				Engineer's Estimate		Braegger & Sons		Great Basin		CT Davis	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization:	1	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00	\$ 17,468.00	\$ 17,468.00	\$ 25,000.00	\$ 25,000.00
2	Abandon Existing PRV and Vault:	1	L.S.	\$ 3,600.00	\$ 3,600.00	\$ 7,400.00	\$ 7,400.00	\$ 9,629.00	\$ 9,629.00	\$ 35,755.00	\$ 35,755.00
3	Construct 6' x 18' PRV Vault:	1	L.S.	\$ 65,000.00	\$ 65,000.00	\$ 120,070.00	\$ 120,070.00	\$ 155,712.00	\$ 155,712.00	\$ 154,335.00	\$ 154,335.00 *
4	12" Diameter C900 DR18 PVC Pipe:	25	L.F.	\$ 50.00	\$ 1,250.00	\$ 125.00	\$ 3,125.00	\$ 162.00	\$ 4,050.00	\$ 376.00	\$ 9,400.00
5	12" D.I. M.J. Butterfly Valve and Valve Box	2	Each	\$ 2,000.00	\$ 4,000.00	\$ 4,750.00	\$ 9,500.00	\$ 3,742.00	\$ 7,484.00	\$ 4,252.00	\$ 8,504.00
6	12" Insertion Valve, Valve Box and Concrete Collar	2	Each	\$ 4,000.00	\$ 8,000.00	\$ 10,450.00	\$ 20,900.00	\$ 25,342.00	\$ 50,684.00	\$ 25,800.00	\$ 51,600.00
7	12" D.I. M.J. 45 Degree Bend w/ Restraints	4	Each	\$ 850.00	\$ 3,400.00	\$ 1,950.00	\$ 7,800.00	\$ 1,523.00	\$ 6,092.00	\$ 2,268.00	\$ 9,072.00
8	12" Diameter Coupler	4	Each	\$ 750.00	\$ 3,000.00	\$ 1,475.00	\$ 5,900.00	\$ 1,431.00	\$ 5,724.00	\$ 1,480.00	\$ 5,920.00
9	1-1/2" Diameter PVC Conduit w/ Pull String and Sweep and Concrete Pad	100	L.F.	\$ 20.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 16.00	\$ 1,600.00	\$ 23.66	\$ 2,366.00
10	2" Diameter PVC Conduit w/ Pull String and Sweep and Concrete Pad	40	L.F.	\$ 30.00	\$ 1,200.00	\$ 30.00	\$ 1,200.00	\$ 34.00	\$ 1,360.00	\$ 25.08	\$ 1,003.20
11	1" Galvanized Air Vent Line w/ Bollards	1	L.S.	\$ 20.00	\$ 20.00	\$ 5,500.00	\$ 5,500.00	\$ 4,524.00	\$ 4,524.00	\$ 6,988.00	\$ 6,988.00
12	Concrete pad 48" Length x 30" Width x 30" Height	1	L.S.	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,294.00	\$ 1,294.00	\$ 4,500.00	\$ 4,500.00
13	Granular Backfill Borrow	70	Tons	\$ 25.00	\$ 1,750.00	\$ 50.00	\$ 3,500.00	\$ 20.00	\$ 1,400.00	\$ 33.55	\$ 2,348.50
14	Asphalt Patch (3" H.M.A. / 8" U.T.B.C.	100	S.F.	\$ 6.00	\$ 600.00	\$ 10.00	\$ 1,000.00	\$ 27.00	\$ 2,700.00	\$ 24.00	\$ 2,400.00
15	Remove and Dispose of Existing Stockpiled Material	100	C.Y.	\$ 18.00	\$ 1,800.00	\$ 50.00	\$ 5,000.00	\$ 15.00	\$ 1,500.00	\$ 63.00	\$ 6,300.00
16	Finished Grading and Surface Repair	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00	\$ 5,000.00	\$ 5,000.00
17	Removal and Replacement of Existing Chain Link Fence	40	L.F.	\$ 30.00	\$ 1,200.00	\$ 63.00	\$ 2,520.00	\$ 25.00	\$ 1,000.00	\$ 112.50	\$ 4,500.00
					\$ 108,820.00		\$ 223,415.00		\$ 274,021.00		\$ 335,011.70

* Corrected by Engineer

Resolution No. 22-11

A RESOLUTION APPROVING AN AGREEMENT WITH BRAEGGER & SONS CONSTRUCTION FOR THE PANORAMA DRIVE PRESSURE REGULATING VALVE REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

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

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

WHEREAS, the City Council finds that the Pressure Regulating Valve (PRV) on Panorama Drive needs to be replaced and relocated in support of ongoing city operations; and,

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

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

WHEREAS, the City Council finds that Braegger & Sons Construction is in the best position to perform the replacement and relocation of the Panorama Drive PRV contemplated herein; and,

WHEREAS, the City Council finds it is in the best interest of the City and its residents to sign such a construction agreement with Braegger & Sons Construction.

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

The City Council of South Ogden City, State Of Utah, Authorizes And Approves An Agreement With Braegger & Sons Construction Inc. For The Panorama Drive PRV Replacement Project And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said **"Contract Agreement"** (Attached Hereto As **Attachment "A"**) And By This

Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4- SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 19th day of April, 2022, 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 April, 2022.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 22-11

A Resolution Approving An Agreement With Braegger & Sons Construction For The Panorama Drive Pressure Regulating Valve Replacement Project; Authorizing The City Manager To Sign All Necessary Documents; And, Providing For An Effective Date

19 Apr 22

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **Braegger & Sons Construction.** (hereinafter called CONTRACTOR).

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

ARTICLE 1- WORK

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

The work consists of the replacement of an existing PRV station. The work also includes: the abandonment of an existing PRV station then constructing a new PRV station installation as well as all other related appurtenances and associated work as indicated in the Contract Document.

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:

Panorama PRV Replacement Project

ARTICLE 3- ENGINEER

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

ARTICLE 4- CONTRACT TIMES

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

4.02 *Dates for Completion and Final Payment:* The Work will be completed within **45** days following Notice to Proceed.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

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

ARTICLE 5- CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization:	1	L.S.	\$20,000.00	\$20,000.00
2	Abandon Existing PRV and Vault:	1	L.S.	\$7,400.00	\$7,400.00
3	Construct 6' X 18' PRV Vault:	1	L.S.	\$120,070.00	\$120,070.00
4	12" Diameter C900 DR 18 PVC Pipe:	25	L.F.	\$125.00	\$3,125.00
5	12" D.I. M.J. Butterfly, Valve and Valve Box:	2	Each	\$4,750.00	\$9,500.00
6	12" Insertion Valve, Valve Box and Valve Box:	2	Each	\$10,450.00	\$20,900.00
7	12" D.I. M.J. 45 Degree Bend w/ Restraints:	4	Each	\$1,950.00	\$5,900.00
8	12" Diameter Coupler:	4	Each	\$1,431.00	\$5,900.00
9	1-1/2" Diameter PVC Conduit w/ Pull String and Sweep and Concrete Pad:	100	L.F.	\$25.00	\$2,500.00
10	2" Diameter PVC Conduit w/ Pull String and Sweep and Concrete Pad:	40	L.F.	\$30.00	\$1,200.00
11	1" Galvanized Air Vent Line w/ Bollards:	1	L.S.	\$5,500.00	\$5,500.00
12	Concrete Pad 48" Length X 30" Height:	1	L.S.	\$2,500.00	\$2,500.00
13	Granular Backfill Borrow:	70	Tons	\$50.00	\$3,500.00
14	Asphalt Patch (3" H.M.A./8" U.T.B.C):	100	S.	\$10.00	\$1,000.00
15	Remove and Dispose of Existing Stockpiled Material:	100	C.Y.	\$50.00	\$5,000.00
16	Finished Grading and Surface Repair:	1	L.S.	\$5,000.00	\$5,000.00
17	Remove and Replacement of Existing Chain Link Fence:	40	L.F.	\$63.00	\$2,520.00

TOTAL OF ALL UNIT: Two Hundred Twenty-Three Thousand Four Hundred and Fifteen Dollars (\$223,415.00).

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

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

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

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

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

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

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

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

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

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

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

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

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

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

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

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

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

ARTICLE 9- CONTRACT DOCUMENTS

9.01 *Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Bid Bond;
5. General Conditions;

6. Supplementary Conditions;

7. Specifications as listed in the table of contents of the Project Manual;

8. Drawings as listed in the table of contents of the Project Manual;

10. Exhibits this 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).

B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms*: Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *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.

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

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

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 _____, 2022, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

BRAEGGER AND SONS CONSTRUCTION

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: _____

Address: _____

Phone: _____

Name: _____

Title: _____

Address: _____

Address: _____

STAFF REPORT



SUBJECT: Resolution 22-12 - Ratifying Agreement With Post Asphalt
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 4-19-22

RECOMMENDATION

City staff recommend the approval of Resolution 22-12.

BACKGROUND

In January of this year, there was a valve and main break at the intersection of 6100 S and 1350 E. The water issues were repaired and it was determined that it would be best to wait to repair the asphalt when hot asphalt could be used. This was due to the location of the repair and the costs of cold mix. City staff has tried to keep the area in decent shape but as time has passed the repair has grown in size and the area has a significant amount of traffic. It has been determined that with all of the factors involved it would be best to repair the complete intersection.

ANALYSIS

City Staff solicited bids from a few companies to get the repair completed. Three companies did submit bids with one changing their bid after the bids were closed and costs were shared. The bids are as follows:

1-Post Asphalt Paving & Construction	\$23,700.00
2- LaRose Paving Inc.	\$29,169.00
3-Consolidated Paving & Concrete (incorrect)	\$16,620.00 (\$21,330.00)

SIGNIFICANT IMPACTS

An impact of \$23,700.00 will be in the Streets Fund

ATTACHMENTS

Bids

Resolution No. 22-12

A RESOLUTION RATIFYING AN AGREEMENT WITH POST ASPHALT CONSTRUCTION FOR THE REPAIR OF THE 6100 SOUTH 1350 EAST INTERSECTION; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

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

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

WHEREAS, the City Council finds that the asphalt at the intersection of 6100 South and 1350 East needs to be repaired for the safety of the City's residents; and,

WHEREAS, the City Council finds that to ensure the safety of the intersection an agreement with a qualified construction service provider should be in place; and,

WHEREAS, the City Council previously gave permission to the City Manager to sign an agreement and other necessary documents with Post Asphalt Construction to repair the intersection of 6100 South and 1350 East; and,

WHEREAS, the City Council finds that City now desires to further those ends by ratifying the prior contract with Post Asphalt Construction to provide such services;

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

The City Council of South Ogden City, State Of Utah, Authorizes And Approves An Agreement With Post Asphalt Construction Inc. For Repair of the 6100 South 1350 East Intersection And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To The Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said "**Contract Agreement**" (Attached Hereto As **Attachment "A"**) And By This Reference Fully Incorporated; And Authorizes The City Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

That the foregoing recitals are incorporated herein.

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

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 3 - PRIOR RESOLUTIONS:

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

SECTION 4- SAVINGS CLAUSE:

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

SECTION 5 - DATE OF EFFECT

This Resolution shall be effective on the 19th day of April, 2022, 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 April, 2022.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 22-12

A Resolution Ratifying An Agreement With Post Asphalt Construction
For The Repair Of The 6100 South 1350 East Intersection; Authorizing
The City Manager To Sign Any And All Necessary Documents; And,
Providing For An Effective Date

19 Apr 22

CONTRACT AGREEMENT

THIS AGREEMENT is by and between SOUTH OGDEN CITY CORPORATION (hereinafter called OWNER) and Post Asphalt Paving and Construction (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 sawcut, remove and replace asphalt and valve box/monument collars at 6100 South 1350 East.

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:

Asphalt Patch at 6100 South 1350 East

ARTICLE 3- CONTRACT TIMES

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

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

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

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

ARTICLE 4- CONTRACT PRICE

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

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity 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	Asphalt patch at 6100 S. 1350 E.	7,500	Sq. ft		\$23,700.00
		approx.			

TOTAL OF ALL UNIT PRICES Twenty Three Thousand Seven Hundred Dollars and no cents (\$23,700.00).

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 proceeding 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

Post Asphalt Paving and
Construction

By: *Maureen J. Dyson*

By: *Jerrod Flink*



Attest: *Jesse J. Peterson*

Attest: *Preston Hodson*

Address for giving notices:

Address for giving notices:

Same as below.

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

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Name: Jerrod Flink

Title: Estimator/Project Manager

Address: !762 West !350 South

Phone: Ogden, UT 8440!

NOTICE OF AWARD

DATED: April 13, 2022

TO: Post Paving and Construction

ADDRESS: 1762 W. 1350 S. Ogden, UT 84404

PROJECT: 6100 South 1350 East Asphalt Patch

You are notified that your Bid dated March 24, 2022, for the above project has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the 6100 South 1350 East Asphalt Patch Project. The Contract Price of your Contract is: Twenty-Three Thousand Seven Hundred Dollars and 00/100 (\$23,700.00). Actual total price will be based on the sum of work items completed (as measured in the field) multiplied by the unit prices for each item.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award:

1. Submit a Signed Contract Agreement

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

South Ogden City Corporation
(OWNER)



(AUTHORIZED SIGNATURE)

(TITLE)



PUBLIC WORKS

NOTICE TO PROCEED

Dated April 13, 2022

CONTRACTOR: Post Paving and Construction

ADDRESS: 1762 W. 1350 S. Ogden, UT 84404

PROJECT: 6100 South 1350 East Asphalt Patch

You are notified that the Contract Times under the above contract will commence to run on.
April 13, 2022 by that date, you are to start performing your obligations under the Contract Documents. The date of Completion is May 28, 2022. Thereafter, liquidated damages will be assessed at the rate of \$200.00 per calendar day.

Before starting any Work at the Site, you must provide certificates of insurance to the owner. Also, you must notify the Owner's designated Project Inspector, prior to commencement of construction activities.

Matthew J. Dixon
(OWNER)

By: Matthew J. Dixon
(AUTHORIZED SIGNATURE)

City Manager
(TITLE)

STAFF REPORT



SUBJECT: Ordinance 22-04 - Vacating Alley South Of 37th
Street Between Adams and Porter

AUTHOR: Leesa Kapetanov

DEPARTMENT: Administration

DATE: April 19, 2022

RECOMMENDATION

Staff recommends approval of Ordinance 22-04.

BACKGROUND

I received a petition (see nest page) to vacate this alley from Violet Kerr, one of the property owners whose land abuts the alley. She was able to get signatures from all of the abutting property owners but one. The other half of this alley was vacated back in 1963, probably so the existing LDS Church could be built on the site.

ANALYSIS

Utah Code 10-9a-609.5 says that when a petition to vacate is received, the legislative body shall hold a public hearing to determine two things: 1) that good cause exists for the vacation; and 2) that neither the public interest nor any person will be materially injured by the vacation. If the Council finds that both these things are true, you may pass an ordinance to vacate the alley.

The Council may find that not having to maintain the alley is good cause enough for its vacation. Jon Andersen would probably agree with you. This is what our attorney had to say about good cause:

"Usually a good cause determination is left up to the city council. As long as they consider the facts around this case and state reasons for vacating the alley similar to what you said below, their discretion as a legislative body is not likely to be challenged" (I added the underlines.) Just a reminder that Utah Code requires that when an alley is vacated, half goes to the adjoining property owners, e.g. 10 feet will go to the property owners on the west and ten feet to those on the east. In this area, some of the adjoining property owners have already erected sheds and fences over the city's property (the alley).

When it comes to determining that neither the public interest nor any person will be materially injured by the vacation, this is what our attorney had to say:

Question: If a property owner has main access to a garage or parking place off a street, is removing a secondary access to an extra parking place, garage, or shed from an alley considered "material injury?"

Answer: "Determination of a material injury is deferred to the council. But a material injury in case law is described as something more than an inconvenience. An example would be if you cut off someone's only driveway so they couldn't get onto their property."

Adjacent property owners and all utility companies were sent notices about the proposed vacation and the public hearing. I have attached a copy of the notices sent.

SIGNIFICANT IMPACTS

That is what the Council will determine

ATTACHMENTS

Petition to Vacate

Notices



PETITION TO VACATE A RIGHT-OF-WAY

Contact Petitioner Information

Name: Violet Kerr
Address: 3723 Porter Ave
City: Ogden State: Ut Zip: 84403
Email: VieKerr36@gmail.com Phone: 801-645-2370

To the Council of South Ogden City:

The undersigned, being owners of property abutting upon Alley off 37th street between Adams & Porter which is a ☐ public street ☒ public alley in South Ogden City, Weber County, State of Utah, hereby petition your honorable body to close a portion or all of the above mentioned right-of-way, and to vacate the same and quit claim the lands embraced therein to the abutting property owners as their interests may appear.

Dated this 21 day of March, 2022

NAME (please print)	SIGNATURE	ADDRESS	PHONE
Alley Already Split & Fenced off		3737 Porter Ave	
Alley Already Split & Fenced off		3729 Porter Ave	
Violet Kerr	Violet Kerr	3723 Porter Ave	801-645-2370
Veda Myers	Veda Myers	3719 Porter Ave	
Scott Milligan	Scott Milligan	519 E 37th St	
Jaime Aguilar	Jaime Aguilar	515 E 37th St	385.231.1174
Raymond Tucker	Raymond Tucker	3712 Adams Ave	801-330-0024
Patricia Pilarczyk	Patricia Pilarczyk	3714 Adams Ave	801-645-6671
		3720 Adams Ave	
Alley Already Split & Fenced off		3738 Adams Ave	

Name	Signature	Address	
Wesley Andrew	Wesley Andrew	3738 Adams Ave	435-213-69
Laurette Jorgensen	Laurette Jorgensen	3737 Porter Ave	801-394181
Karon Peterson	Karon Peterson	3729 Porter Ave	801-3940753
Clarence Paul Peterson	CLARENCE PAUL PETERSON		801-394-0753

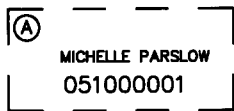
PART OF THE SW 1/4 OF SEC. 4, T.5N., R.1W., S.L.B. & M.

BLOCKS 31 & 32 LAKE VIEW ADDITION

IN SOUTH OGDEN CITY

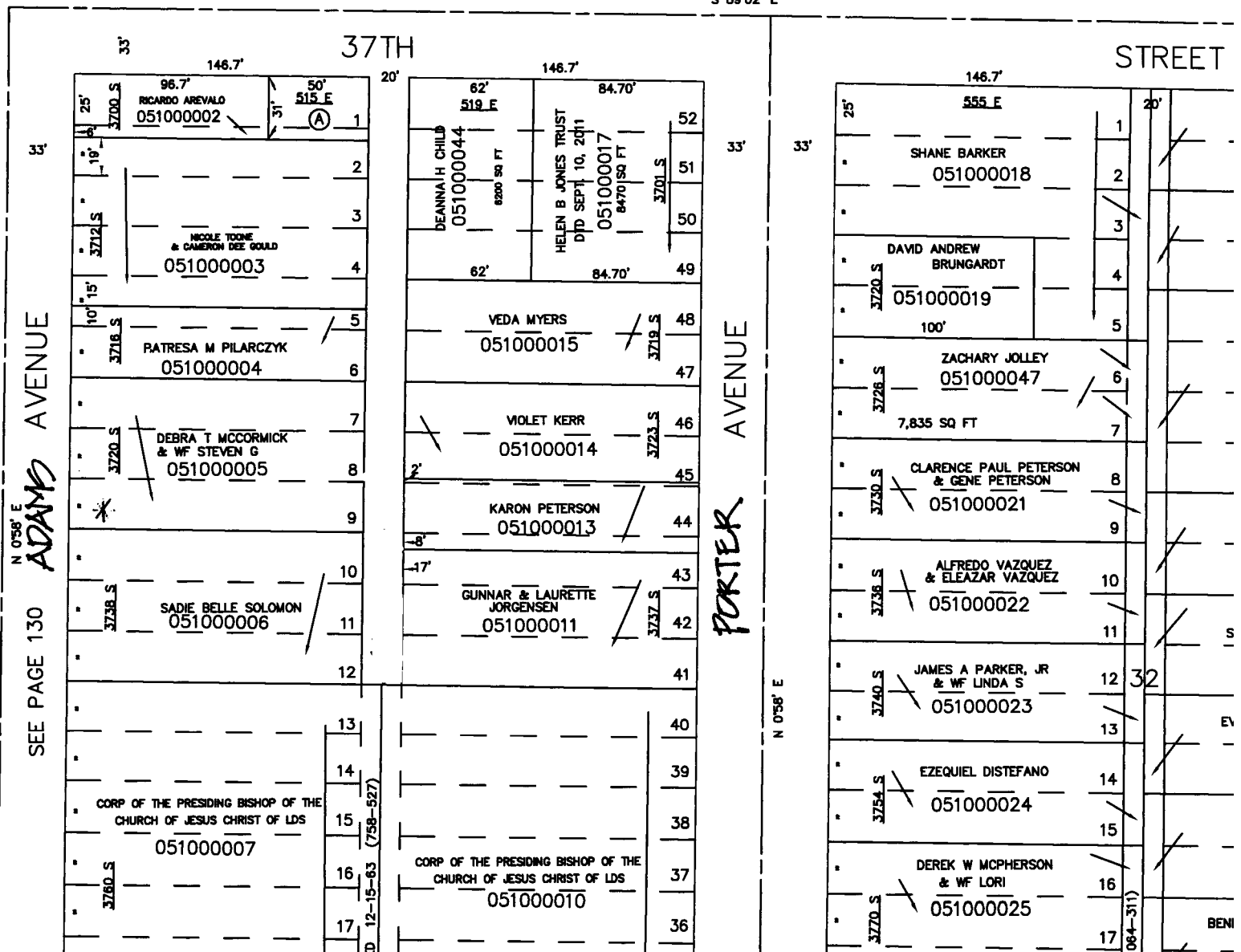
TAXING UNIT: 27

SCALE 1" = 50'



SEE PAGE 99

S 89°02' E





OFFICE OF THE CITY RECORDER

April 6, 2022

To Whom It May Concern,


You are receiving this notice because you have been identified as an affected entity or adjacent property owner of the alley located off 37th Street between Adams and Porter (see illustration on back.) The City has received a petition to vacate, or give up ownership, of this portion of the alley. If the City vacates the alley, ownership of half of the alley will go to the adjacent property owners on the east, and the other half will go to the adjacent property owners on the west. This method of vacating and dividing the alley is in accordance with the laws of the State of Utah.

The South Ogden City Council will hold a public hearing on the proposed vacation of the alley at **6 pm**, or as soon as the agenda permits, during their regular City Council Meeting on **April 19, 2022**. The meeting will be located at City Hall, 3950 Adams Ave., in the city council chambers. You are invited to attend and offer comment or respond in writing.

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. 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 at one time.

If you have further questions, please feel free to call me at 801-622-2709.

Sincerely,


Leesa Kapetanov, CMC
South Ogden City Recorder

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

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

southogdencity.com

ORDINANCE NO. 22-04

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, VACATING THE ALLEY SOUTH OF 37TH STREET BETWEEN ADAMS AND PORTER AVENUES; AND ESTABLISHING AN EFFECTIVE DATE.

SECTION I - RECITALS

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

WHEREAS, in conformance with Utah Code (“UC”) §10-3-717, the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, 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 in conformance with UC Title 10-9a-609.5 it may pass an ordinance to vacate some or all of a public street or municipal utility easement within the City or otherwise manage or dispose of City property; and,

WHEREAS, the City Council finds that in conformance with UC Title 10-9a-609.5, a petition to vacate some or all of a public street, right-of-way, or easement has been received which includes: the name and address of each owner of record of land that is adjacent to the public street, right-of-way, or easement; or accessed exclusively by or within 300 feet of the public street, right-of-way, or easement; and the signature of each owner under Subsection 10-9a-609.5 (1)(a) who consents to the vacation; and,

WHEREAS, the City Council finds that in conformance with UC Title 10-9a-609.5, that notice of the intention of the City Council to vacate this alley following a public hearing on the matter has been given as provided in the UC §10-9a-208, or other applicable statute or requirement; and,

WHEREAS, the City Council finds that in conformance with UC Title 10-9a-609.5, that intention of the governing body of the City to vacate the easement described, and the notice required for action on such question has been given by mailing notice to each owner of record of each parcel that is accessed by the alley, mailed to each affected entity, posted on or near the alley in a manner that is calculated to alert the public, published on the South Ogden website, and published on the Utah Public Notice Website; and,

WHEREAS, the City Council finds, and has determined, in conformance with UC Title 10-9a-609.5, there is good cause for vacating the alley described and that the vacating of the

alley will not be detrimental to the public interest nor will any person be materially injured by the vacation; and,

WHEREAS, the City Council finds in conformance with UC Title 10-9a-609.5, that either or both of the following shall be recorded in the office of the recorder of Weber County: (a) a plat reflecting the vacation; or (b) a true and accurate copy of this ordinance;

SECTION II - ALLEY VACATED

Now Therefore, Be It Ordained By The City Council Of South Ogden City That The Alley Located South Of 37th Street Between Adams and Porter Avenues, As Shown In Attachment “A”, Should Be, And The Same Is Hereby Vacated And Abandoned Subject Only To The Exceptions As Otherwise Provided Therein.

Be It Further Ordained, That Notwithstanding The City’s Vacation And Relinquishment Of The City’s Alley As Described Above, Nothing Herein Shall Be Deemed Or Construed To Act So As To Diminish, Restrict Or Extinguish The Right Of Way And Easements Otherwise Existing Appurtenant To This Vacated Easement, If Any, Of Any Lot Owner Or The City Nor Shall The Franchise Rights Of Any Public Utility Be Impaired Thereby.

Be It Also Ordained, that the foregoing Recitals are incorporated herein.

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 - 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 V - 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 VI - DATE OF EFFECT

This Ordinance shall be effective on the 19th day of April, 2022, and after publication or posting and recording of the plat as required by law.

DATED this 19th day of April, 2022.

SOUTH OGDEN, a municipal corporation

Russell Porter, Mayor

Attested and recorded

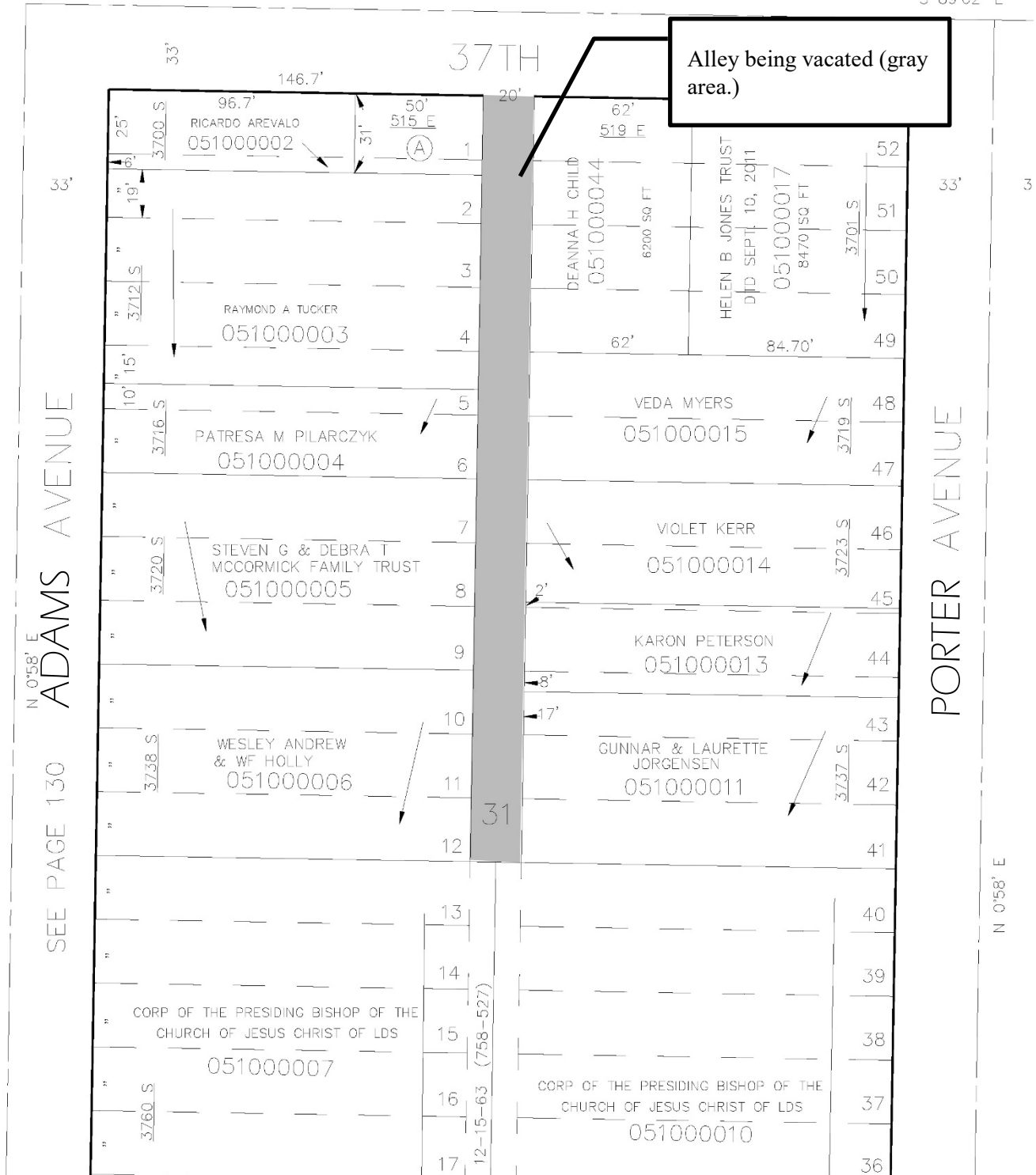
Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

ORDINANCE NO. 22-04

An Ordinance Of South Ogden City, Utah, Vacating The Alley South Of 37th Street Between Adams And Porter Avenues; And Establishing An Effective Date.

19 Apr 22



STAFF REPORT



SUBJECT: Ordinance 22-05 - Consolidated Fee Schedule
AUTHOR: Jon Andersen
DEPARTMENT: Parks & Recreation
DATE: 4-19-22

RECOMMENDATION

City Staff recommend the approval of the Consolidated Fee Schedule.

BACKGROUND

South Ogden City recreation staff reviews the fees of all the recreation programs on an annual basis to see how the fees are with surrounding Citys to try and make the fees comparable as well as to break even if possible. The City runs recreation programs to promote the health and wellness of the community; thus, the programs do not often provide revenue. South Ogden is fortunate enough to be able to run some comp programs that do produce revenue to help offset costs for the other programs. Staff is currently gathering information on wage comparisons for the officials and part time staff. Depending on the outcome, those may be looked at during the budget process.

ANALYSIS

Staff has compared our fees to the surrounding Citys and believes an increase is needed. Most of the fees were increased \$5-\$10. Staff did keep the resident/non-resident fee at a \$10 difference. The comp fees were increased \$25 to \$50 depending on what was being charged by other entities that offer the same comp programs.

SIGNIFICANT IMPACTS

Small increase to Recreation income on various programs

ATTACHMENTS

None

ORDINANCE NO. 22-05

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

SECTION I - RECITALS

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

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

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

WHEREAS, the City Council finds it is in the best interest of the citizens of the City to confirm, accept, adopt and implement the results, conclusions and recommendations of the staff by increasing Recreation Fees, and to make necessary clerical and administrative changes; and,

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

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

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

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

SECTION II - AMENDMENT OF THE CITY'S CONSOLIDATED FEE ORDINANCE & FEE SCHEDULE

Based upon the recommendation of responsible city staff, and the City Manager, and the findings of the City Council, the City's Consolidated Fee Ordinance and Fee Schedule are amended and are now constituted to

incorporate those fees and changes as discussed above and the same are adopted as a part of, and will constitute their respective part of, the official fee schedule for South Ogden City shown as **Attachment “A”**, made a part by this reference and as then set out in the full Consolidated Fee Ordinance.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE

If any provision of this Ordinance be held or deemed, or shall be invalid, inoperative or unenforceable such will 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 VI - DATE OF EFFECT

This Ordinance will be effective on the 19th day of April 2022, and after publication or posting as required by law.

DATED the 19th day of April 2022.

SOUTH OGDEN, a municipal corporation

by: _____
Mayor Russell Porter

ATTESTED:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 22-05

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

19 Apr 22

Recreation Fees

Last amended April 6~~19~~²² – Ordinance 22~~+04~~⁰⁵

Description	Resident	Non-Resident
Boys Baseball	\$45 <u>\$55</u>	\$50 <u>\$65</u>
Girls Softball	\$45 <u>\$55</u>	\$50 <u>\$65</u>
Coed T-Ball	\$40 <u>\$45</u>	\$45 <u>\$55</u>
Coed T-Ball / Coach Pitch	\$40 <u>\$45</u>	\$45 <u>\$55</u>
Youth Tackle Football – All Players Within Our Boundaries**	\$100 <u>\$100 refundable equip. fee</u> + \$125	\$100 <u>\$100 refundable equip. fee</u> + \$125
<u>Coed Flag Football</u>	<u>\$50</u>	<u>\$60</u>
Tennis	\$35 <u>\$45</u>	\$40 <u>\$55</u>
Tennis League	\$40	\$45
Track Club	\$25	\$35
Lacrosse	\$25	\$35
Field Rental (With Scoreboard) – per hour rate subject to decision by Parks & Recreation Director		
Girls-Coed Volley Ball	\$40 <u>\$50</u>	\$45 <u>\$60</u>
Kick Ball	\$350 per team	N/A
Coed Soccer	\$35 <u>\$40</u>	\$40 <u>\$50</u>
Coed Basketball	\$45	\$50 <u>\$55</u>
Girls Basketball	\$45 <u>\$55</u>	\$50 <u>\$65</u>
Boys Basketball	\$45 <u>\$55</u>	\$50 <u>\$65</u>
Youth Comp Basketball	\$350 <u>\$450 per team</u>	N/A
High School Basketball	\$350 <u>\$450 per team</u>	N/A
Adult Men's Basketball	\$400 <u>\$450 per team</u>	N/A
Adult Women's Basketball	\$325 <u>\$450 per team</u>	N/A
Adult Coed Volleyball	\$225 <u>\$250 per team</u>	N/A
Adult Women's Volleyball	\$225 <u>\$250 per team</u>	N/A
<u>Adult Coed Spike Ball</u>	<u>\$50 per team</u>	<u>N/A</u>
Adult Coed Dodgeball	\$350 <u>per team</u>	N/A
Men's Dodgeball	\$350 <u>per team</u>	N/A
Women's Dodgeball	\$350 <u>per team</u>	N/A
Youth Futsal (Boys, Girls, Coed)	\$400 <u>per team</u>	N/A
Adult Futsal (Men's, Women's, Coed)	\$425 <u>per team</u>	N/A
Adult Ultimate Frisbee	\$350 <u>per team</u>	N/A
Summer Fun	\$35	\$45
Summer Camps	\$10	\$15 <u>\$20</u>
Ultimate Frisbee	\$40 <u>\$50</u>	\$45 <u>\$60</u>
Cardio Ballroom (8 classes per session)	\$40 per session	
Start Smart Program (8 sessions per program <u>classes per program</u>) — Basketball, Baseball, Flag Football, & All Sport	\$30 <u>\$35</u> per program	\$35 <u>\$45</u> per program
Pickle Ball		
Individual	\$20	\$20
Team	\$40	\$40

Late Registration Fee	\$ 5 <u>10</u>	\$ 5 <u>10</u>
-----------------------	---------------------------	---------------------------

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

** Clarifies that the fee is \$~~100~~125 for players in WFFL boundary whether they are residents or not. (15 Mar 11)

Recreation Refund Policy

Youth (Individual Participant): Early withdrawal – \$10 minimum fee for any youth refund in addition to any pro-rated fees based on how many games played in after the season begins. Participant will be charged a game jersey fee if refund occurs after league play has started and they were issued a new jersey.

Adult/Comp. Leagues (Team Participant Refunds) –

- Refunds requested 15 days or more before league play will result in a \$30 penalty.
- Refunds requested within 14 days of play will result in a 50% penalty.
- Refunds requested after league starts will result in a 100% penalty.
- Full refunds will not be granted unless league is canceled by the Recreation Department.

STAFF REPORT



SUBJECT: Ordinance 22-05 - Amending Water Wise
Landscape Ordinance
AUTHOR: Leesa Kapetanov
DEPARTMENT: Administration
DATE: April 19, 2022

RECOMMENDATION

The Planning Commission recommends approval of the ordinance.

BACKGROUND

Staff has been receiving many calls concerning the "Flip Your Strip" program as well as if the City allows "zero scaping" (since this is a pet peeve of mine, may I just say that the correct word is xeriscaping, from the Greek work "xeri", pronounced "zira", which means "dry".) Weber Basin Water is requiring cities to have certain restrictions in their landscaping codes in order to allow residents to participate in the "Flip Your Strip" program. Staff assumed that since our Water Wise Landscape code was based on Weber Basin's model, we would be a qualifying city; however, because of the drought, Weber Basin has updated their model, requiring more restrictions.

ANALYSIS

I contacted Weber Basin and they took a look at our code. The changes being presented here are based on their review and comments. The Planning Commission also requested that a section on trees be added. You will see it highlighted in the proposed code amendments. If you would like to listen to the Planning Commission's discussion, click [here](#) and begin listening from the beginning. You will note that there was no public comment for the public hearing.

SIGNIFICANT IMPACTS

Increase in water conservation.

ATTACHMENTS

Proposed code with comments

10-14-19: Landscape And Maintenance Of Developed Land

- A. Required: Construction on land approved for development in the City will be undertaken as required by City ordinances ~~and the Planning Commission or City Council~~. Land remaining on developed sites not covered with structures or impervious surfaces such as driveways, walks, courts, landscape features (sculptures, boulders, etc.), shall be landscaped in accordance with 10-23 if this Title and 10-5.1A-7 or 10-5.1B-7 if applicable ~~with live plant material~~ and irrigated with a system to maintain any plants in a healthy, growing condition, compatible with the general neighborhood appearance.
- B. Residential Yard Areas: Landscaping shall be installed in all required residential yard areas adjoining a public or private street within eighteen (18) months of occupancy. Landscaping of a residential site shall be in accordance with 10-23 if this Title ~~consist of a combination of trees, shrubs, grass and an irrigation system.~~
- C. Failure To Comply: Owners/operators of ~~commercial~~ property located within the City Center, 40th Street Corridor, or Commercial Areas Form Based Code not landscaped or maintained as required by ~~the Planning Commission~~ this section, 10-23, or 10-5.1A -7 or 10-5.1B-7, or any other, ~~under the~~ criteria established in this Code may have their business licenses revoked. Owners of residential property not landscaped or maintained as required are subject to prosecution for a Class C misdemeanor, and upon conviction, subject to penalty as provided in section 1-4-1 of this Code. (Ord. 17-23, 11-21-2017, eff. 11-21-2017)

CHAPTER 23 LANDSCAPE REGULATIONS

10-23-1: Purpose

It is in the public interest to conserve the public's water resources and to promote water efficient landscaping. The purpose of this chapter is to protect and enhance the community's environmental, economic, recreational, and aesthetic resources by promoting efficient use of water in the community's landscapes, to reduce water waste, and to establish a structure for the designing, installing and maintaining of water efficient landscapes throughout the City. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

10-23-2: Definitions

The following definitions shall apply to this chapter:

ARTIFICIAL TURF: A ground cover or surface consisting of synthetic fibers made to look like natural grass.

BACKFLOW: An unwanted flow of water in the reverse direction.

BACKFLOW PREVENTION DEVICE (BACKFLOW PREVENTER): Reduced pressure in the pipe may allow contaminated water from the soil, storage, or other sources to be drawn up into the system. A backflow prevention device (backflow preventer) is used to protect potable water supplies from contamination or pollution due to backflow.

BUBBLER: An irrigation head that delivers water to the root zone by "flooding" the planted area, usually measured in gallons per minute. Bubblers exhibit a trickle, umbrella or short stream pattern.

DRIP EMITTER: Drip irrigation fittings that deliver water slowly at the root zone of the plant, usually measured in gallons per hour.

DROUGHT TOLERANT PLANT: A plant that can survive without irrigation throughout the year once established, although supplemental water may be desirable during drought periods for improved appearance and disease resistance.

EVAPOTRANSPIRATION: The quantity of water evaporated from adjacent soil surfaces and transpired by plants during a specific time, expressed in inches per day, month or year.

GRADING PLAN: The grading plan shall be shown at the same scale as the planting and irrigation plan. The grading plan shows all finish grades, spot elevations as necessary and existing and new contours with the developed landscaped area.

GROUND COVER: Material planted in such a way as to form a continuous cover over the ground that can be maintained at a height not more than twelve inches (12").

HARDSCAPE: Patios, decks and paths (does not include driveways and sidewalks).

IRRIGATED LANDSCAPED AREA: All portions of a development site to be improved with planting and irrigation. Natural open space areas shall not be included in the irrigated landscaped area.

IRRIGATION CONTRACTOR: A person certified by the Irrigation Association (IA) to install irrigation systems.

IRRIGATION DESIGNER: A person certified by the Irrigation Association to prepare irrigation system designs, and/or a professionally licensed landscape architect.

IRRIGATION EFFICIENCY: The measurement of the water beneficially applied, divided by the total water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system hardware characteristics and management practices.

IRRIGATION PLAN: The irrigation plan shall be shown at the same scale as the planting plan. The irrigation plan shall show the components of the irrigation system with water meter size, backflow prevention, precipitation rates, flow rate and operating pressure for each irrigation circuit, and identification of all irrigation equipment.

LANDSCAPE IRRIGATION AUDITOR (LIA): A person certified by the Irrigation Association to conduct a landscape irrigation audit.

LANDSCAPE PLAN DOCUMENTATION PACKAGE: The preparation of a graphic and written criteria, specifications, and detailed plans to arrange and modify the effects of natural features such as plantings, ground and water forms, circulation, walks and other features to comply with this chapter. The landscape plan documentation package shall include a project data sheet, a planting plan, an irrigation plan, a grading plan, a soils report, a landscape water allowance, a landscape water allowance report, and an irrigation schedule.

LANDSCAPE WATER ALLOWANCE: For design purposes, the upper limit of annual applied water for the established landscaped area. It is based upon the local reference evapotranspiration rate, the ETO adjustment factor and the size of the landscaped area.

LANDSCAPE ZONE: A portion of the landscaped area having plants with similar water needs, areas with similar microclimate (i.e., slope, exposure, wind, etc.) and soil conditions, and areas that will be similarly irrigated. A landscape zone can be served by one irrigation valve, or a set of valves with the same schedule.

MULCH: Any material such as bark, wood chips or other materials left loose and applied to the soil for the purpose of preventing evapotranspiration.

NON-DROUGHT TOLERANT PLANT: A plant that will require regular irrigation for adequate appearance, growth and disease resistance.

PLANTING PLAN: A planting plan is a drawing that clearly and accurately identifies and locates elements related to a landscape such as new and existing trees, shrubs, ground covers, turf areas, driveways, sidewalks, hardscape features, and fences, etc.

PRECIPITATION RATE: The depth of water applied to an area, usually measured in inches per hour.

PROFESSIONAL LANDSCAPE ARCHITECT: A person who holds a license to practice landscape architecture in Utah.

RAIN SHUT-OFF DEVICE: A device wired to the automatic controller that shuts off the irrigation system when it rains.

REFERENCE EVAPOTRANSPIRATION RATE OR ETO: A standard measurement of environmental parameters which affect the water use of plants. ETO is expressed in inches per day, month or year and is an estimate of the evapotranspiration of a large field of four inch (4") to seven inch (7") tall, cool season grass that is well watered. The average annual ETO for South Ogden City is 25.57 inches¹.

RUNOFF: Water not absorbed by the soil or landscape area to which it is applied and which flows onto other areas.

SOILS REPORT: A report by a laboratory indicating soil type(s), soil depth, uniformity, composition, bulk density, infiltration rates, and pH for the topsoil and subsoil for a site. The soils report also includes recommendations for soil amendments.

SPRAY SPRINKLER: An irrigation head that sprays water through a nozzle.

STREAM SPRINKLER: An irrigation head that projects water through a gear rotor in single or multiple streams.

TURF: A surface layer of earth containing grass with its roots.

WATER AUDIT: An on-site survey and measurement of irrigation equipment and management efficiency, and the generation of recommendations to improve efficiency.

WATER-CONSERVING PLANT: A plant that uses less water than standard plants. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

Notes

¹ETO is based on the 30 year average from 1961 to 1990 for the Ogden area, for the 8 month growing season March through October. See *Sprinklers, Crop Water Use, and Irrigation Time - Weber County* by Robert W. Hill and James Barnhill, Utah State University Extension, April 2001, table 3, page 6.

10-23-3: Applicability Of This Chapter

This chapter shall apply to all new and rehabilitated landscapes for public projects, private development projects, developer-installed landscaping in multi-family residential projects, and developer-installed landscaping in single-family projects and homeowner provided landscape improvements within the front, side, and rear yards of single and two-family dwellings.

~~This chapter does not apply to home owner provided landscaping at single family projects, although water efficient landscapes are encouraged for such sites as well.~~

This chapter does not apply to home owner provided landscaping at single family or duplex projects, although water efficient landscapes are encouraged for such sites as well.

In addition, sports fields, turf play areas within public parks, school grounds, golf courses and cemeteries are exempt from the landscape water allowance limitations of this chapter. All other portions of this chapter shall apply. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

10-23-4: Documentation

- A. Landscape Plan Documentation Package: A copy of a landscape plan documentation package shall be submitted to and approved by the City prior to issuance of any permit. The landscape plan documentation package shall be prepared by a professional landscape architect.

The irrigation plan shall be prepared by an irrigation designer certified by the Irrigation Association and/or a professional landscape architect.

The landscape plan documentation package shall consist of the following items:

1. Project Data Sheet: The project data sheet shall contain:
 - a. Project name and address;
 - b. Applicant or applicant agent's name, address, phone and fax number;
 - c. Landscape designer/landscape architect's name, address, phone and fax number; and
 - d. Landscape contractor's name, address, phone and fax number, if available.
2. Planting Plan: A detailed planting plan shall be drawn at an appropriate scale suitable for identifying:
 - a. Location of all plant materials;

Commented [LK1]: The Planning Commission removed this section and added the struck out section below back in.

Commented [LK2]: We do not currently require single family or two-family homeowners to comply with this code. If we add this, how are we going to regulate it?

Commented [MV3R2]: I agree – nearly all sf homes have already been built, with few opportunities. My read is that single and two -family improvements are covered (see highlighted text).

Commented [LK4R2]: However, a lot of people may be changing their landscapes due to the drought, so having them follow this chapter would give them some guidance on how to do it. Since they don't have to get a permit to change their landscape, we would not know if they are following the chapter or not, but we've had a lot of calls lately from people asking if they can put in a "zero"scape (I know it's xeriscape, don't get me started!) and it would be nice to point them to this chapter.

Commented [LK5]: Leave this as is, or add the language above?

Commented [LK6]: Leave this as is, or add the language above?

Commented [LK7]: Is it fair to exempt ourselves from the code? And what about golf courses and cemeteries?

Commented [MV8R7]: I don't think so, as we are providing sports fields and large lawns to offset the reduction in lawn areas in private homes.

- b. A legend with botanical and common names and size of plant materials;
 - c. Property lines and street names;
 - d. Existing and proposed buildings, walls, fences, utilities, paved areas and other site features;
 - e. Existing trees and plant materials to be removed or retained;
 - f. Designation of landscape zones; and
 - g. Details and specifications for tree staking, soil preparation, blue stakes, and other planting work.
3. Irrigation Plan: A detailed irrigation plan shall be drawn at the same scale as the planting plan and shall contain:
- a. Layout of the irrigation system;
 - b. A legend summarizing the type and size of all components of the system, including manufacturer name and model numbers;
 - c. Static water pressure in pounds per square inch (psi) at the point of connection to the public water supply;
 - d. Flow rate in gallons per minute and design operating pressure in psi for each valve and precipitation rate in inches per hour for each valve with sprinklers; and
 - e. Installation details for irrigation components.
4. Grading Plan: A grading plan shall be drawn at the same scale as the planting plan and shall contain:
- a. Property lines and street names, existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements, and
 - b. Existing and finished contour lines and spot elevations for the proposed site improvements.
5. Soils Report: A soils report will be provided and shall describe the depth, composition, and bulk density of the topsoil and subsoil at the site, and shall include recommendations for soil amendments. The planting plan shall incorporate the recommendations of the soils report into the planting specifications.
6. Landscape Water Allowance: The annual landscape water allowance shall be calculated using the following equation:

~~Landscape water allowance = $ETO \times 1.0 \times 0.62 \times A$, where landscape water allowance is in gallons per year.~~

Commented [LK9]: This is the current formula. Is the one below better?

ETO	=	Reference evapotranspiration in inches per year
1.0	=	ETO adjustment factor, 100 percent of turf grass ETO (water year adjustment factor)
0.62	=	Conversion factor (to gallons per square feet)
A	=	Total irrigated landscape area in square feet

The Maximum Applied Water Allowance shall be calculated using the following equation:

$$\text{MAWA} = (\text{ETo}) (0.62)(1.15)[(0.8 \times \text{LA}) + (0.3 \times \text{SLA})]$$

MAWA = Maximum Applied Water Allowance (gallons per year)

ETo = Reference Evapotranspiration (inches per year) as calculated from weather data at the closest available weather station.

0.62 = Conversion Factor (to gallons)

1.15= Delivery Inefficiency Factor (sprinkler system uniformity etc.)

0.8 = ET Adjustment Factor (ETAF), plant factor or crop coefficient (.8 standard for cool season turf)

LA = Landscape Area including SLA (square feet)

0.3 = Additional Water Allowance for SLA

SLA = Special Landscape Area (square feet)

ETo values can be obtained directly from the USU Climate Center where a data base of weather data from local stations is collected, analyzed, and stored. If you cannot find the ET data you need, please contact the City.

Commented [MV10R9]: The new formula is better and more up-to-date

7.6. Irrigation Schedule: A monthly irrigation schedule shall be provided that covers the initial 120-day plant establishment period adjusted for seasonal variations. This schedule shall consist of a table with the following information for each valve:

- a. Plant type (turf, trees, low water use plants);
- b. Irrigation type (sprinklers, drip, bubblers);
- c. Flow rate in gallons per minute;

- d. Precipitation rate in inches per hour (sprinklers only);
- e. Run times in minutes per day;
- f. Number of water days per week; and
- g. Cycle time to avoid runoff. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

10-23-5: Landscape Design Standards

A. Plant Selection.

1. The Salt Lake City Plant List and Hydrozone Schedule 2013 prepared by Salt Lake City Public Utilities and the Jordan Valley Conservation District Conservancy Gardens Localscapes (<https://localscapes.com>) programs shall be a the primary references e document for the selection, design and installation of water-conserving plants and landscapes as modified from time to time by South Ogden City's certified arborist or the Planning Commission.
2. Plants selected for landscape areas shall be well-suited to the microclimate and soil conditions at the project site. Plants with similar water needs shall be grouped together as much as possible.
3. Areas with slopes greater than twenty five percent (25%) shall be landscaped with deep-rooting, water-conserving plants for erosion control and soil stabilization. No turf grasses or overhead irrigation is allowed on slopes greater than 25%.
4. No turf grasses or overhead irrigation is allowed in areas with a width less than 8 feet, including park strips.
5. Turf grass areas shall not exceed a total of 15% of the total landscaped area for new Commercial, Institutional, Industrial, Multi-Family, HOA Common Areas, mixed-use, townhome, PRUD, etc.)
6. Turf grass areas shall not exceed a total of 35% for new single-family residential construction.
7. For projects at the interface between urban areas and natural non-irrigated open space, drought tolerant plants shall be selected that will blend with the native vegetation and that are fire resistant or fire retardant. Plants with low fuel volume or high moisture content shall be emphasized.
 1. ~~Areas with slopes greater than thirty percent (30%) shall be landscaped with deep-rooting, water-conserving plants for erosion control and soil stabilization. For parking strips and other landscaped areas less than eight feet (8') wide, please refer to title 7, chapter 2 of this Code.~~

The Salt Lake City Plant List and Hydrozone Schedule 2013 prepared by Salt Lake City Public Utilities shall be a primary reference document for the selection, design and installation of water-conserving plants and landscapes as modified from time to time by South Ogden City's certified arborist or the Planning Commission.

Commented [LK11]: We should put a copy of this on our own website and have the link go there. If SLC ever takes this down, we are dead in the water. Or is there a better list that has been made since 2013? Weber Basin Water refers to Localscapes. Their website has a lot of good information.

Commented [MV12R11]: I think they provide two different things. We can ask SLC if we can use their plant list directly on our website, otherwise we can maintain the same link with the hope they keep it. If it is deleted, we can find another down the road. In addition, I would recommend that they consider Localscapes. See highlighted text.

Commented [LK13]: These are some items Weber Basin asked us to add.

Commented [MV14R13]: 1.No turf grasses or overhead irrigation is allowed in areas with a width less than 8 feet, including park strips.

This should be repeated in section **7-2-4.D.2:**

Also, the following statement should be removed from that section: Lawns are considered most appropriate for the parking/planting strip between the curb and sidewalk and the site property line.

Commented [LK15R13]: On the last page you will see that I completely eliminated section 7-2-4. That's why all this is added here.

Commented [LK16]: This will depend on if we want to make this section applicable to single-family and duplexes.

Commented [MV17R16]: Since the code already applies to sf/duplex, I don't see this as a problem. Also, there is little land left for sf development.

Commented [LK18R16]: It will only apply to sf/duplex if we change 10-23-3. And as pointed out above, I think we should anticipate many people changing their landscapes due to lack of water.

Commented [LK19]: We should put a copy of this on our own website and have the link go there. If SLC ever takes this down, we are dead in the water. Or is there a better list that has been made since 2013?

B. Trees: The City wants to ensure that existing trees are preserved and newly planted trees survive in order to enhance the beauty of the City. This is particularly important for street trees. In order to accomplish this, the following guidelines should be followed:

1. Selection and planting of street trees should follow requirements of 10-5.1A-7-3, 10-5.1B-7-3, and 7-2.
2. Existing trees should be preserved whenever possible.
3. When removing turf or other plantings around trees in order to install a water efficient landscape, special care should be taken to not damage the roots of existing trees.
4. Newly planted trees will need additional water during the first years of planting in order to become established. In addition to properly designed irrigation systems, other methods such as drip hoses and gator bags should be used to provide more water for new trees.

~~B.~~C. Mulch: After completion of planting, all irrigated non-turf areas shall be covered with a minimum three inch (3") to four inch (4") layer of mulch to retain water, inhibit weed growth, and moderate soil temperature. Nonporous material shall not be placed under the mulch. Drip irrigation is required where turf grasses are not being utilized.

~~C.~~D. Soil Preparation: Soil preparation will be suitable to provide healthy growing conditions for the plants and to encourage water infiltration and penetration. Soil preparation shall include scarifying the soil to a minimum depth of six inches (6") and amending the soil with organic material as per recommendations of the landscape designer/landscape architect based on the soils report. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

Commented [LK20]: The Planning Commission requested that this section be added.

10-23-6: Irrigation Design Standards

- Design Standards: Irrigation design standards for this chapter are outlined in the latest version of the "Minimum Standards for Efficient Landscape Irrigation System Design and Installation" prepared by the Utah Irrigation Association. In addition, the remainder of this section shall also apply.
- Backflow Prevention Device: A backflow prevention device shall be installed according to State and County standards on all culinary irrigation systems. The backflow device must be tested on an annual basis and annual certification submitted to the City.
- Pressure Regulation: A pressure regulating valve shall be installed and maintained by the consumer if the static service pressure exceeds eighty (80) pounds per square inch (psi). The pressure-regulating valve shall be located between the meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer's recommended pressure for the sprinklers.
- Landscape Water Meter: A water meter shall be installed for landscape irrigation systems, and shall be separate from the water meter installed for culinary uses. The size of the meter shall be determined based on irrigation demand.

- E. Automatic Controller: All irrigation systems shall include an electric automatic controller with multiple program and multiple repeat cycle capabilities and a flexible calendar program. All controllers shall be equipped with an automatic rain shut-off device, and the ability to adjust run times based on a percentage of maximum ETO.
- F. Slopes Exceeding ~~Thirty Three Percent~~ twenty-five percent: On slopes exceeding ~~thirty~~ twenty-five percent (~~33~~25%), the irrigation system shall consist of drip emitters, bubblers or sprinklers with a maximum precipitation rate of 0.85 inch per hour and adjusted sprinkler cycle times to eliminate runoff.
- G. Separate Valves: Each valve shall irrigate a landscape with similar site, slope and soil conditions and plant materials with similar watering needs. Turf and non-turf areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.
- H. Bubbler Specifications: Drip emitters or a bubbler shall be provided for each tree. Bubblers shall not exceed 1.5 gallons per minute per device. Bubblers for trees shall be placed on a separate valve unless specifically exempted by the City due to the limited number of trees on the project site.
- I. Matched Precipitation Rates: Sprinklers shall have matched precipitation rates with each control valve circuit.
- J. Check Valves: Check valves shall be required where elevation differences will cause low-head drainage. Pressure compensating valves and sprinklers shall be required where a significant variation in water pressure will occur within the irrigation system due to elevation differences.
- K. Drip Irrigation: Drip irrigation lines shall be undergrounded, except for emitters and where approved as a temporary installation. Filters and end flush valves shall be provided as necessary.
- L. Times Of Operation: Valves with spray or stream sprinklers shall be scheduled to operate between six o'clock (6:00) P.M. and ten o'clock (10:00) A.M. to reduce water loss from wind and evaporation.
- M. Programmed Valves: Valves shall be programmed for multiple repeat cycles where necessary to reduce runoff, particularly on slopes and soils with slow infiltration rates. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

Commented [MV21]: Was 25% recommended by the water district?

Commented [LK22R21]: Yes. That's what they have in their sample ordinance.

10-23-7: Use Of Artificial Turf As A Ground Cover

- A. Artificial turf shall consist of green, lifelike individual blades of grass that:
 - 1. Emulate natural turf in look and color;
 - 2. Have a minimum pile height of 1.5 inches, except in areas where shorter pile height may be installed as a sport or recreational surfaces; and
 - 3. Have a minimum tufted weight of fifty six (56) ounces per square yard;

- B. In no case shall artificial turf be installed within permanent drainage features (e.g., ponds, swales, and retention and detention basins);
- C. Artificial turf may be installed in park strips located within the public right-of-way fronting properties.
 - 1. In order to maintain an acceptable appearance, special maintenance and care of artificial turf park strips is assumed. Acceptance of this responsibility shall be borne by the property owner when installing artificial turf.
 - 2. South Ogden City will not be responsible for costs to maintain artificial turf in the street right-of-way.
 - 3. South Ogden City shall not be responsible for any costs to repair artificial turf damaged as part of utility and street repair and maintenance within the street right-of way.
- D. Artificial turf shall have a minimum eight (8) year manufacturer's warranty protecting against color fading and decrease in pile height;
- E. The use of indoor or outdoor plastic or nylon carpeting as a substitute or replacement for artificial turf or natural turf is prohibited;
- F. It shall be properly anchored to ensure that the artificial turf will withstand the effects of wind;
- G. All seams shall be nailed and glued, not sewn, and edges shall be trimmed to fit against all regular and irregular edges to resemble a natural look;
- H. Proper grading, compaction and drainage shall be provided for all artificial turf installations to prevent excess runoff or pooling of water and artificial turf installations shall have a minimum permeability of thirty inches (30") per hour per square yard;
- I. It shall be visually level, with the grain pointing in a single direction;
- J. An appropriate solid barrier device (e.g., concrete mow strip, bender board) is required to separate the artificial turf from planters and live vegetation;
- K. A minimum four foot (4') separation between artificial turf and tree trunks and two foot (2') separation between artificial turf and shrubs shall be maintained to ensure roots are not damaged with the installation of artificial turf and that the overall health of the living plant material is not compromised;
- L. It shall be cleaned regularly and maintained in an appropriate and neat manner; and
- M. It shall be replaced if it is worn, uneven, discolored, or damaged. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

10-23-8: Plan Review, Construction Inspection And Post-Construction Monitoring

- A. As part of the building permit approval process, a copy of the landscape plan documentation package shall be submitted to the city for review and approval before a permit shall be issued and construction begins. With the landscape plan documentation package, a copy of the landscape water allowance worksheet shall be completed by a landscape designer and submitted to the City. Once approved, the landscape water allowance worksheet will be transmitted to the local water purveyor.
- B. All landscape plan documentation packages submitted must be stamped by a professionally licensed landscape architect (PLA). The irrigation plan must be prepared by an IA certified irrigation designer, or a PLA.
- C. All landscape irrigation systems shall be installed by an IA certified irrigation contractor. The certified person representing the contracting firm shall be directly involved with the project and complete and document at least weekly site visits.
- D. All installers, designers and auditors shall meet State and local license, insurance, and bonding requirements, and be able to show proof of such.
- E. During construction, site inspection may be performed by the City Building Inspection Department.
- F. Prior to issuance of substantial completion status, an inspection shall be scheduled with the Building Inspection Department to verify compliance with the approved landscape plans. The Certificate of Substantial Completion shall be completed by the property owner, contractor or landscape designer/landscape architect and submitted to the City.
- G. Prior to issuance of substantial completion status, a water audit will be conducted by an IA certified landscape irrigation auditor. The auditor shall be independent of the contractor, design firm, and owner/developer of the project. The water performance audit will verify that the irrigation system complies with the minimum standards required by this chapter. The minimum efficiency required for the irrigation system is sixty percent (60%) for the distribution efficiency for all fixed spray systems and seventy percent (70%) distribution efficiency for all rotor systems. The auditor shall furnish a certificate to the City, designer, installer, and owner/developer certifying compliance with the minimum distribution requirements, and shall also submit an irrigation schedule.
- H. A guarantee of the installation of landscaping as approved by the Planning Commission shall be made to the City in the same manner as that required for any other required improvement by including in a bond, escrow or letter of credit, the estimated cost of the landscaping work at the time of building permit issuance, or is deemed satisfactory by the Planning Commission for all small developments, by means of a financial guarantee for landscaping remaining uncompleted at the time of application for final building inspection and power to panel and/or occupancy permit. Such financial guarantee shall specify the maximum length of time for completion of the remaining landscaping.

~~G.~~

Commented [LK23]: This is from 7-2-4 which was eliminated below but staff felt this section needed to be preserved.

Commented [MV24R23]: I agree.

~~H.I.~~ The City reserves the right to perform site inspections at any time before, during or after the irrigation system and landscape installation, and to require corrective measures if requirements of this chapter are not satisfied. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

7-2-1: Definitions

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

CITY: The city of South Ogden City, Utah.

LANDSCAPING: The visual improvements and beautification of grounds, yards and property through the planting, arrangement and maintenance of mulch (including rocks), grass, lawns, flowers and flower beds, ground cover, ornamental shrubs and trees in accordance with a planned design.

NUISANCE: Any tree or shrub located on public or private property having a destructive or communicable disease or pestilence which endangers the growth, health, life or well-being of trees, shrubs or plants in the city or which is capable of causing an epidemic spread of a communicable disease or insect infestation; the roots of any tree or shrub, located on public or private property, which cause the surface of the public street, curb or sidewalk to be upheaved or otherwise disturbed; any tree, shrub or portion thereof located on public or private property, which, by reason of location or condition, constitutes an imminent danger to the health, safety or well-being of the general public on city property.

PARKING/PLANTING STRIP: The area between curb and sidewalk or where curb should be and the property line that is city-owned.

PARKS SUPERINTENDENT/URBAN FORESTER: The parks division manager.

PERSON: Any person, firm, partnership, association, corporation, company or organization of any kind.

SHADE TREE OR TREE: A tree in any public place, except where otherwise indicated.

SHRUB: A woody perennial plant smaller than a tree, usually having permanent stems branching from or near the ground. (Ord. 00-17, 9-19-2000, eff. 9-19-2000; amd. 2001 Code)

7-2-4: Authority Of Planning Commission

~~A. The zoning ordinance of the city vests with the planning commission the authority and responsibility to review and approve all development plans and proposals as part of the~~

~~conditional use or planned residential unit development, or commercial or industrial site plan approval process.~~

- ~~B. The consideration of landscaping requirements to improve the visual appearance of property proposed for development is one means by which the planning commission is authorized to achieve a better city environment and image.~~
- ~~C. The planning commission, city council and the urban forestry commission feel it necessary and desirable to establish general policy guidelines for landscaping for new proposed development in the city and in particular as it applies to commercial property so that developers may more clearly understand what will be required of them to achieve a harmonious and somewhat uniform level of property landscape improvements.~~
- ~~D. The following is a guide covering landscaping and property improvements that will be used in reviewing landscaping proposals for developing property and establishing the Planning Commission's requirements as part of the site plan review, conditional use and planned residential unit development approval process of the City Zoning Ordinance:~~
 - ~~1. A form of landscaping shall be required for all or a part of a property proposed for development and which is subject to review by the Planning Commission under the following Zoning Ordinance provisions:~~

- ~~a. Conditional use, title 10, chapter 15 of this Code;~~
- ~~b. Planned residential unit, title 10, chapter 11 of this Code; (Ord. 00-17, 9-19-2000, eff. 9-19-2000)~~
- ~~c. Site plan reviews for any development in the City Center/40th Street or Commercial Area form-based code areas, section 10-5.1A-10-2 or 10-5.1B-10-2 of this Code. (Ord. 17-21, 11-21-2017, eff. 11-21-2017)~~
- ~~d. Landscaping regulations, title 10, chapter 23 of this Code. (Ord. 07-15, 9-4-2007, eff. 9-4-2007)~~

- ~~2. Lawns are considered most appropriate for the parking/planting strip between the curb and sidewalk and the site property line. Approval must be obtained and a permit must be issued by the Parks Superintendent/Urban Forester before any trees or shrubs are planted in any City parking/planting strip.~~
- ~~3. Existing healthy trees that are on the City's approved tree list should be retained as far as the design of the proposed building location allows. No trees within the street parking/planting strip shall be removed without first obtaining a permit from the Parks Superintendent/Urban Forester or his/her assistant.~~
- ~~4. Emphasis will be given to the landscaping of the front yard or that area between the curb, front property line and the most visible area from the public way, which helps create the visual environment of the community.~~
- ~~5. Selection of shrubs and tree types shall be made with regard to existing types on the same and adjoining properties so that a compatible and aesthetically pleasing relationship may be developed and maintained.~~
- ~~6. Consideration shall be given to the use of trees, shrubs and other types of landscaping in and around parking lots to relieve asphalt monotony.~~

- ~~7. Shrubs and trees should, at the time of planting, be of a sufficient size (caliper) and condition so that after a reasonable period of growth they are approaching the space they are intended to fill.~~
- ~~8. A water irrigation system to maintain the proposed plantings is considered a part of the landscaping requirements and should be installed with the initial plantings and operated in a manner to adequately maintain growth.~~
- ~~9. When designing the required landscaping plan, the developer should consider the location of existing and proposed overhead power lines and underground sewer lines so that trees and large shrubs are not located under or over such lines, thus avoiding possible future hazardous situations, power outages and clogged sewer lines, etc.~~
- ~~10. The Planning Commission strongly recommends that a developer consult with a trained landscape designer for help in preparing the landscaping plan in order to assure an acceptable standard of development, which will be a significant factor in obtaining a favorable response from the Planning Commission.~~
- ~~11. A guarantee of the installation of landscaping as approved by the Planning Commission shall be made to the City in the same manner as that required for any other required improvement by including in a bond, escrow or letter of credit, the estimated cost of the landscaping work at the time of building permit issuance, or is deemed satisfactory by the Planning Commission for all small developments, by means of a financial guarantee for landscaping remaining uncompleted at the time of application for final building inspection and power to panel and/or occupancy permit. Such financial guarantee shall specify the maximum length of time for completion of the remaining landscaping. (Ord. 00-17, 9-19-2000, eff. 9-19-2000)~~

ORDINANCE NO. 22-06

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING SOUTH OGDEN CITY CODE 10-23, 10-14-19, AND 7-2-1 CREATING AN IMPROVED WATER WISE LANDSCAPE ORDINANCE; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

SECTION I - 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, in conformance with the provisions of UCA §10-9a-501 the governing body of the city may enact a zoning ordinance establishing regulations for land use and development within the city; and,

WHEREAS, South Ogden City has previously adopted and promulgated a city zoning ordinance; and,

WHEREAS, the City Council finds that much of Utah, including South Ogden, is experiencing a water shortage due to drought; and,

WHEREAS, the City Council finds that steps should be taken to conserve water; and,

WHEREAS, the City Council finds that the Planning Commission has recommended certain changes to the city landscape ordinance in order to be water wise and conserve more water; and,

WHEREAS, the City Council finds that South Ogden City Code, Titles 7 and 10 and various of their subsections should be amended by adding new language governing these changes and related regulations for the city; and,

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

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

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

Amended Section:

Upon the adoption of this Ordinance, Titles 7 and 10 of the South Ogden City Code is readopted with the changes set out in **Attachment "A"**, which is incorporated herein, to read as indicated.

The foregoing recitals are incorporated herein.

SECTION 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 April 2022, and after publication or posting as required by law.

DATED this 19th day of April, 2022.

SOUTH OGDEN CITY, a municipal corporation

by: _____
Mayor Russell Porter

Attested and recorded

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 22-06

An Ordinance Of South Ogden City, Utah, Revising And Amending South Ogden City Code 10-23,10-14-19, And 7-2-1 Creating An Improved Water Wise Landscape Ordinance; Making Necessary Language Changes To The City Code To Effect Those Changes; And Establishing An Effective Date For Those Changes.

19 Apr 22

10-14-19: Landscape And Maintenance Of Developed Land

- A. Required: Construction on land approved for development in the City will be undertaken as required by City ordinances ~~and the Planning Commission or City Council~~. Land remaining on developed sites not covered with structures or impervious surfaces such as driveways, walks, courts, landscape features (sculptures, boulders, etc.), shall be landscaped in accordance with 10-23 if this Title and 10-5.1A-7 or 10-5.1B-7 if applicable ~~with live plant material~~ and irrigated with a system to maintain any plants in a healthy, growing condition, compatible with the general neighborhood appearance.
- B. Residential Yard Areas: Landscaping shall be installed in all required residential yard areas adjoining a public or private street within eighteen (18) months of occupancy. Landscaping of a residential site shall be in accordance with 10-23 if this Title ~~consist of a combination of trees, shrubs, grass and an irrigation system.~~
- C. Failure To Comply: Owners/operators of ~~commercial~~ property located within the City Center, 40th Street Corridor, or Commercial Areas Form Based Code not landscaped or maintained as required by ~~the Planning Commission~~ this section, 10-23, or 10-5.1A -7 or 10-5.1B-7, or any other, ~~under the~~ criteria established in this Code may have their business licenses revoked. Owners of residential property not landscaped or maintained as required are subject to prosecution for a Class C misdemeanor, and upon conviction, subject to penalty as provided in section 1-4-1 of this Code. (Ord. 17-23, 11-21-2017, eff. 11-21-2017)

CHAPTER 23 LANDSCAPE REGULATIONS

10-23-1: Purpose

It is in the public interest to conserve the public's water resources and to promote water efficient landscaping. The purpose of this chapter is to protect and enhance the community's environmental, economic, recreational, and aesthetic resources by promoting efficient use of water in the community's landscapes, to reduce water waste, and to establish a structure for the designing, installing and maintaining of water efficient landscapes throughout the City. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

10-23-2: Definitions

The following definitions shall apply to this chapter:

ARTIFICIAL TURF: A ground cover or surface consisting of synthetic fibers made to look like natural grass.

BACKFLOW: An unwanted flow of water in the reverse direction.

BACKFLOW PREVENTION DEVICE (BACKFLOW PREVENTER): Reduced pressure in the pipe may allow contaminated water from the soil, storage, or other sources to be drawn up into the system. A backflow prevention device (backflow preventer) is used to protect potable water supplies from contamination or pollution due to backflow.

BUBBLER: An irrigation head that delivers water to the root zone by "flooding" the planted area, usually measured in gallons per minute. Bubblers exhibit a trickle, umbrella or short stream pattern.

DRIP EMITTER: Drip irrigation fittings that deliver water slowly at the root zone of the plant, usually measured in gallons per hour.

DROUGHT TOLERANT PLANT: A plant that can survive without irrigation throughout the year once established, although supplemental water may be desirable during drought periods for improved appearance and disease resistance.

EVAPOTRANSPIRATION: The quantity of water evaporated from adjacent soil surfaces and transpired by plants during a specific time, expressed in inches per day, month or year.

GRADING PLAN: The grading plan shall be shown at the same scale as the planting and irrigation plan. The grading plan shows all finish grades, spot elevations as necessary and existing and new contours with the developed landscaped area.

GROUND COVER: Material planted in such a way as to form a continuous cover over the ground that can be maintained at a height not more than twelve inches (12").

HARDSCAPE: Patios, decks and paths (does not include driveways and sidewalks).

IRRIGATED LANDSCAPED AREA: All portions of a development site to be improved with planting and irrigation. Natural open space areas shall not be included in the irrigated landscaped area.

IRRIGATION CONTRACTOR: A person certified by the Irrigation Association (IA) to install irrigation systems.

IRRIGATION DESIGNER: A person certified by the Irrigation Association to prepare irrigation system designs, and/or a professionally licensed landscape architect.

IRRIGATION EFFICIENCY: The measurement of the water beneficially applied, divided by the total water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system hardware characteristics and management practices.

IRRIGATION PLAN: The irrigation plan shall be shown at the same scale as the planting plan. The irrigation plan shall show the components of the irrigation system with water meter size, backflow prevention, precipitation rates, flow rate and operating pressure for each irrigation circuit, and identification of all irrigation equipment.

LANDSCAPE IRRIGATION AUDITOR (LIA): A person certified by the Irrigation Association to conduct a landscape irrigation audit.

LANDSCAPE PLAN DOCUMENTATION PACKAGE: The preparation of a graphic and written criteria, specifications, and detailed plans to arrange and modify the effects of natural features such as plantings, ground and water forms, circulation, walks and other features to comply with this chapter. The landscape plan documentation package shall include a project data sheet, a planting plan, an irrigation plan, a grading plan, a soils report, a landscape water allowance, a landscape water allowance report, and an irrigation schedule.

LANDSCAPE WATER ALLOWANCE: For design purposes, the upper limit of annual applied water for the established landscaped area. It is based upon the local reference evapotranspiration rate, the ETO adjustment factor and the size of the landscaped area.

LANDSCAPE ZONE: A portion of the landscaped area having plants with similar water needs, areas with similar microclimate (i.e., slope, exposure, wind, etc.) and soil conditions, and areas that will be similarly irrigated. A landscape zone can be served by one irrigation valve, or a set of valves with the same schedule.

MULCH: Any material such as bark, wood chips or other materials left loose and applied to the soil for the purpose of preventing evapotranspiration.

NON-DROUGHT TOLERANT PLANT: A plant that will require regular irrigation for adequate appearance, growth and disease resistance.

PLANTING PLAN: A planting plan is a drawing that clearly and accurately identifies and locates elements related to a landscape such as new and existing trees, shrubs, ground covers, turf areas, driveways, sidewalks, hardscape features, and fences, etc.

PRECIPITATION RATE: The depth of water applied to an area, usually measured in inches per hour.

PROFESSIONAL LANDSCAPE ARCHITECT: A person who holds a license to practice landscape architecture in Utah.

RAIN SHUT-OFF DEVICE: A device wired to the automatic controller that shuts off the irrigation system when it rains.

REFERENCE EVAPOTRANSPIRATION RATE OR ETO: A standard measurement of environmental parameters which affect the water use of plants. ETO is expressed in inches per day, month or year and is an estimate of the evapotranspiration of a large field of four inch (4") to seven inch (7") tall, cool season grass that is well watered. The average annual ETO for South Ogden City is 25.57 inches¹.

RUNOFF: Water not absorbed by the soil or landscape area to which it is applied and which flows onto other areas.

SOILS REPORT: A report by a laboratory indicating soil type(s), soil depth, uniformity, composition, bulk density, infiltration rates, and pH for the topsoil and subsoil for a site. The soils report also includes recommendations for soil amendments.

SPRAY SPRINKLER: An irrigation head that sprays water through a nozzle.

STREAM SPRINKLER: An irrigation head that projects water through a gear rotor in single or multiple streams.

TURF: A surface layer of earth containing grass with its roots.

WATER AUDIT: An on-site survey and measurement of irrigation equipment and management efficiency, and the generation of recommendations to improve efficiency.

WATER-CONSERVING PLANT: A plant that uses less water than standard plants. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

Notes

¹ETO is based on the 30 year average from 1961 to 1990 for the Ogden area, for the 8 month growing season March through October. See *Sprinklers, Crop Water Use, and Irrigation Time - Weber County* by Robert W. Hill and James Barnhill, Utah State University Extension, April 2001, table 3, page 6.

10-23-3: Applicability Of This Chapter

This chapter shall apply to all new and rehabilitated landscapes for public projects, private development projects, developer-installed landscaping in multi-family residential projects, and developer-installed landscaping in single-family projects.

~~This chapter does not apply to home owner provided landscaping at single family projects, although water efficient landscapes are encouraged for such sites as well.~~

This chapter does not apply to home owner provided landscaping at single family or duplex projects, although water efficient landscapes are encouraged for such sites as well.

In addition, sports fields, turf play areas within public parks, school grounds, golf courses and cemeteries are exempt from the landscape water allowance limitations of this chapter. All other portions of this chapter shall apply. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

10-23-4: Documentation

- A. Landscape Plan Documentation Package: A copy of a landscape plan documentation package shall be submitted to and approved by the City prior to issuance of any permit. The landscape plan documentation package shall be prepared by a professional landscape architect.

The irrigation plan shall be prepared by an irrigation designer certified by the Irrigation Association and/or a professional landscape architect.

The landscape plan documentation package shall consist of the following items:

1. Project Data Sheet: The project data sheet shall contain:
 - a. Project name and address;
 - b. Applicant or applicant agent's name, address, phone and fax number;
 - c. Landscape designer/landscape architect's name, address, phone and fax number; and
 - d. Landscape contractor's name, address, phone and fax number, if available.
2. Planting Plan: A detailed planting plan shall be drawn at an appropriate scale suitable for identifying:
 - a. Location of all plant materials;

- b. A legend with botanical and common names and size of plant materials;
 - c. Property lines and street names;
 - d. Existing and proposed buildings, walls, fences, utilities, paved areas and other site features;
 - e. Existing trees and plant materials to be removed or retained;
 - f. Designation of landscape zones; and
 - g. Details and specifications for tree staking, soil preparation, blue stakes, and other planting work.
3. Irrigation Plan: A detailed irrigation plan shall be drawn at the same scale as the planting plan and shall contain:
- a. Layout of the irrigation system;
 - b. A legend summarizing the type and size of all components of the system, including manufacturer name and model numbers;
 - c. Static water pressure in pounds per square inch (psi) at the point of connection to the public water supply;
 - d. Flow rate in gallons per minute and design operating pressure in psi for each valve and precipitation rate in inches per hour for each valve with sprinklers; and
 - e. Installation details for irrigation components.
4. Grading Plan: A grading plan shall be drawn at the same scale as the planting plan and shall contain:
- a. Property lines and street names, existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements, and
 - b. Existing and finished contour lines and spot elevations for the proposed site improvements.
5. Soils Report: A soils report will be provided and shall describe the depth, composition, and bulk density of the topsoil and subsoil at the site, and shall include recommendations for soil amendments. The planting plan shall incorporate the recommendations of the soils report into the planting specifications.
- ~~6.~~ Landscape Water Allowance: The annual landscape water allowance shall be calculated using the following equation:

~~Landscape water allowance = $ETO \times 1.0 \times 0.62 \times A$, where landscape water allowance is in gallons per year.~~

— ETo	— =	— Reference evapotranspiration in inches per year
— 1.0	— =	— ETO adjustment factor, 100 percent of turf grass ETO (water year adjustment factor)
— 0.62	— =	— Conversion factor (to gallons per square feet)
— A	— =	— Total irrigated landscape area in square feet

The Maximum Applied Water Allowance shall be calculated using the following equation:

$$\text{MAWA} = (\text{ETo}) (0.62)(1.15)[(0.8 \times \text{LA}) + (0.3 \times \text{SLA})]$$

MAWA = Maximum Applied Water Allowance (gallons per year)

ETo = Reference Evapotranspiration (inches per year) as calculated from weather data at the closest available weather station.

0.62 = Conversion Factor (to gallons)

1.15= Delivery Inefficiency Factor (sprinkler system uniformity etc.)

0.8 = ET Adjustment Factor (ETAF), plant factor or crop coefficient (.8 standard for cool season turf)

LA = Landscape Area including SLA (square feet)

0.3 = Additional Water Allowance for SLA

SLA = Special Landscape Area (square feet)

ETo values can be obtained directly from the USU Climate Center where a data base of weather data from local stations is collected, analyzed, and stored. If you cannot find the ET data you need, please contact the City.

~~7.6.~~ Irrigation Schedule: A monthly irrigation schedule shall be provided that covers the initial 120-day plant establishment period adjusted for seasonal variations. This schedule shall consist of a table with the following information for each valve:

- a. Plant type (turf, trees, low water use plants);
- b. Irrigation type (sprinklers, drip, bubblers);
- c. Flow rate in gallons per minute;

- d. Precipitation rate in inches per hour (sprinklers only);
- e. Run times in minutes per day;
- f. Number of water days per week; and
- g. Cycle time to avoid runoff. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

10-23-5: Landscape Design Standards

A. Plant Selection.

1. The Salt Lake City Plant List and Hydrozone Schedule 2013 prepared by Salt Lake City Public Utilities and the Jordan Valley Conservation District Conservancy Gardens ~~""~~ Locascapes (<https://locascapes.com>) programs shall be a-the primary references e document for the selection, design and installation of water-conserving plants and landscapes as modified from time to time by South Ogden City's certified arborist or the Planning Commission.
2. Plants selected for landscape areas shall be well-suited to the microclimate and soil conditions at the project site. Plants with similar water needs shall be grouped together as much as possible.
3. Areas with slopes greater than twenty five percent (25%) shall be landscaped with deep-rooting, water-conserving plants for erosion control and soil stabilization. No turf grasses or overhead irrigation is allowed on slopes greater than 25%.
4. No turf grasses or overhead irrigation is allowed in areas with a width less than 8 feet, including park strips.
5. Turf grass areas shall not exceed a total of 15% of the total landscaped area for new Commercial, Institutional, Industrial, Multi-Family, HOA Common Areas, mixed-use, townhome, PRUD, etc.)
6. Turf grass areas shall not exceed a total of 35% for new single-family residential construction.
7. For projects at the interface between urban areas and natural non-irrigated open space, drought tolerant plants shall be selected that will blend with the native vegetation and that are fire resistant or fire retardant. Plants with low fuel volume or high moisture content shall be emphasized.

~~1. Areas with slopes greater than thirty percent (30%) shall be landscaped with deep-rooting, water-conserving plants for erosion control and soil stabilization. For parking strips and other landscaped areas less than eight feet (8') wide, please refer to title 7, chapter 2 of this Code.~~

~~The Salt Lake City Plant List and Hydrozone Schedule 2013 prepared by Salt Lake City Public Utilities shall be a primary reference document for the selection, design and installation of water-conserving plants and landscapes as modified from time to time by South Ogden City's certified arborist or the Planning Commission.~~

B. Trees: The City wants to ensure that existing trees are preserved and newly planted trees survive in order to enhance the beauty of the City. This is particularly important for street trees. In order to accomplish this, the following guidelines should be followed:

1. Selection and planting of street trees should follow requirements of 10-5.1A-7-3, 10-5.1B-7-3, and 7-2.
2. Existing trees should be preserved whenever possible.
3. When removing turf or other plantings around trees in order to install a water efficient landscape, special care should be taken to not damage the roots of existing trees.
4. Newly planted trees will need additional water during the first years of planting in order to become established. In addition to properly designed irrigation systems, other methods such as drip hoses and gator bags should be used to provide more water for new trees.

~~B.C.~~ Mulch: After completion of planting, all irrigated non-turf areas shall be covered with a minimum three inch (3") to four inch (4") layer of mulch to retain water, inhibit weed growth, and moderate soil temperature. Nonporous material shall not be placed under the mulch. Drip irrigation is required where turf grasses are not being utilized.

~~C.D.~~ Soil Preparation: Soil preparation will be suitable to provide healthy growing conditions for the plants and to encourage water infiltration and penetration. Soil preparation shall include scarifying the soil to a minimum depth of six inches (6") and amending the soil with organic material as per recommendations of the landscape designer/landscape architect based on the soils report. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

10-23-6: Irrigation Design Standards

- A. Design Standards: Irrigation design standards for this chapter are outlined in the latest version of the "Minimum Standards for Efficient Landscape Irrigation System Design and Installation" prepared by the Utah Irrigation Association. In addition, the remainder of this section shall also apply.
- B. Backflow Prevention Device: A backflow prevention device shall be installed according to State and County standards on all culinary irrigation systems. The backflow device must be tested on an annual basis and annual certification submitted to the City.
- C. Pressure Regulation: A pressure regulating valve shall be installed and maintained by the consumer if the static service pressure exceeds eighty (80) pounds per square inch (psi). The pressure-regulating valve shall be located between the meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer's recommended pressure for the sprinklers.
- D. Landscape Water Meter: A water meter shall be installed for landscape irrigation systems, and shall be separate from the water meter installed for culinary uses. The size of the meter shall be determined based on irrigation demand.

- E. Automatic Controller: All irrigation systems shall include an electric automatic controller with multiple program and multiple repeat cycle capabilities and a flexible calendar program. All controllers shall be equipped with an automatic rain shut-off device, and the ability to adjust run times based on a percentage of maximum ETO.
- F. Slopes Exceeding ~~Thirty Three Percent~~ twenty-five percent: On slopes exceeding ~~thirty~~ threetwenty-five percent (~~33~~25%), the irrigation system shall consist of drip emitters, bubblers or sprinklers with a maximum precipitation rate of 0.85 inch per hour and adjusted sprinkler cycle times to eliminate runoff.
- G. Separate Valves: Each valve shall irrigate a landscape with similar site, slope and soil conditions and plant materials with similar watering needs. Turf and non-turf areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.
- H. Bubbler Specifications: Drip emitters or a bubbler shall be provided for each tree. Bubblers shall not exceed 1.5 gallons per minute per device. Bubblers for trees shall be placed on a separate valve unless specifically exempted by the City due to the limited number of trees on the project site.
- I. Matched Precipitation Rates: Sprinklers shall have matched precipitation rates with each control valve circuit.
- J. Check Valves: Check valves shall be required where elevation differences will cause low-head drainage. Pressure compensating valves and sprinklers shall be required where a significant variation in water pressure will occur within the irrigation system due to elevation differences.
- K. Drip Irrigation: Drip irrigation lines shall be undergrounded, except for emitters and where approved as a temporary installation. Filters and end flush valves shall be provided as necessary.
- L. Times Of Operation: Valves with spray or stream sprinklers shall be scheduled to operate between six o'clock (6:00) P.M. and ten o'clock (10:00) A.M. to reduce water loss from wind and evaporation.
- M. Programmed Valves: Valves shall be programmed for multiple repeat cycles where necessary to reduce runoff, particularly on slopes and soils with slow infiltration rates. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

10-23-7: Use Of Artificial Turf As A Ground Cover

- A. Artificial turf shall consist of green, lifelike individual blades of grass that:
 - 1. Emulate natural turf in look and color;
 - 2. Have a minimum pile height of 1.5 inches, except in areas where shorter pile height may be installed as a sport or recreational surfaces; and
 - 3. Have a minimum tufted weight of fifty six (56) ounces per square yard;

- B. In no case shall artificial turf be installed within permanent drainage features (e.g., ponds, swales, and retention and detention basins);
- C. Artificial turf may be installed in park strips located within the public right-of-way fronting properties.
 - 1. In order to maintain an acceptable appearance, special maintenance and care of artificial turf park strips is assumed. Acceptance of this responsibility shall be borne by the property owner when installing artificial turf.
 - 2. South Ogden City will not be responsible for costs to maintain artificial turf in the street right-of-way.
 - 3. South Ogden City shall not be responsible for any costs to repair artificial turf damaged as part of utility and street repair and maintenance within the street right-of way.
- D. Artificial turf shall have a minimum eight (8) year manufacturer's warranty protecting against color fading and decrease in pile height;
- E. The use of indoor or outdoor plastic or nylon carpeting as a substitute or replacement for artificial turf or natural turf is prohibited;
- F. It shall be properly anchored to ensure that the artificial turf will withstand the effects of wind;
- G. All seams shall be nailed and glued, not sewn, and edges shall be trimmed to fit against all regular and irregular edges to resemble a natural look;
- H. Proper grading, compaction and drainage shall be provided for all artificial turf installations to prevent excess runoff or pooling of water and artificial turf installations shall have a minimum permeability of thirty inches (30") per hour per square yard;
- I. It shall be visually level, with the grain pointing in a single direction;
- J. An appropriate solid barrier device (e.g., concrete mow strip, bender board) is required to separate the artificial turf from planters and live vegetation;
- K. A minimum four foot (4') separation between artificial turf and tree trunks and two foot (2') separation between artificial turf and shrubs shall be maintained to ensure roots are not damaged with the installation of artificial turf and that the overall health of the living plant material is not compromised;
- L. It shall be cleaned regularly and maintained in an appropriate and neat manner; and
- M. It shall be replaced if it is worn, uneven, discolored, or damaged. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

10-23-8: Plan Review, Construction Inspection And Post-Construction Monitoring

- A. As part of the building permit approval process, a copy of the landscape plan documentation package shall be submitted to the city for review and approval before a permit shall be issued and construction begins. With the landscape plan documentation package, a copy of the landscape water allowance worksheet shall be completed by a landscape designer and submitted to the City. Once approved, the landscape water allowance worksheet will be transmitted to the local water purveyor.
- B. All landscape plan documentation packages submitted must be stamped by a professionally licensed landscape architect (PLA). The irrigation plan must be prepared by an IA certified irrigation designer, or a PLA.
- C. All landscape irrigation systems shall be installed by an IA certified irrigation contractor. The certified person representing the contracting firm shall be directly involved with the project and complete and document at least weekly site visits.
- D. All installers, designers and auditors shall meet State and local license, insurance, and bonding requirements, and be able to show proof of such.
- E. During construction, site inspection may be performed by the City Building Inspection Department.
- F. Prior to issuance of substantial completion status, an inspection shall be scheduled with the Building Inspection Department to verify compliance with the approved landscape plans. The Certificate of Substantial Completion shall be completed by the property owner, contractor or landscape designer/landscape architect and submitted to the City.
- G. Prior to issuance of substantial completion status, a water audit will be conducted by an IA certified landscape irrigation auditor. The auditor shall be independent of the contractor, design firm, and owner/developer of the project. The water performance audit will verify that the irrigation system complies with the minimum standards required by this chapter. The minimum efficiency required for the irrigation system is sixty percent (60%) for the distribution efficiency for all fixed spray systems and seventy percent (70%) distribution efficiency for all rotor systems. The auditor shall furnish a certificate to the City, designer, installer, and owner/developer certifying compliance with the minimum distribution requirements, and shall also submit an irrigation schedule.
- H. A guarantee of the installation of landscaping as approved by the Planning Commission shall be made to the City in the same manner as that required for any other required improvement by including in a bond, escrow or letter of credit, the estimated cost of the landscaping work at the time of building permit issuance, or is deemed satisfactory by the Planning Commission for all small developments, by means of a financial guarantee for landscaping remaining uncompleted at the time of application for final building inspection and power to panel and/or occupancy permit. Such financial guarantee shall specify the maximum length of time for completion of the remaining landscaping.

~~H.I.~~ The City reserves the right to perform site inspections at any time before, during or after the irrigation system and landscape installation, and to require corrective measures if requirements of this chapter are not satisfied. (Ord. 17-10, 3-21-2017, eff. 3-21-2017)

7-2-1: Definitions

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

CITY: The city of South Ogden City, Utah.

LANDSCAPING: The visual improvements and beautification of grounds, yards and property through the planting, arrangement and maintenance of [mulch \(including rocks\)](#), grass, lawns, flowers and flower beds, ground cover, ornamental shrubs and trees in accordance with a planned design.

NUISANCE: Any tree or shrub located on public or private property having a destructive or communicable disease or pestilence which endangers the growth, health, life or well-being of trees, shrubs or plants in the city or which is capable of causing an epidemic spread of a communicable disease or insect infestation; the roots of any tree or shrub, located on public or private property, which cause the surface of the public street, curb or sidewalk to be upheaved or otherwise disturbed; any tree, shrub or portion thereof located on public or private property, which, by reason of location or condition, constitutes an imminent danger to the health, safety or well-being of the general public on city property.

PARKING/PLANTING STRIP: The area between curb and sidewalk or where curb should be and the property line that is city-owned.

PARKS SUPERINTENDENT/URBAN FORESTER: The parks division manager.

PERSON: Any person, firm, partnership, association, corporation, company or organization of any kind.

SHADE TREE OR TREE: A tree in any public place, except where otherwise indicated.

SHRUB: A woody perennial plant smaller than a tree, usually having permanent stems branching from or near the ground. (Ord. 00-17, 9-19-2000, eff. 9-19-2000; amd. 2001 Code)

7-2-4: Authority Of Planning Commission

~~A. The zoning ordinance of the city vests with the planning commission the authority and responsibility to review and approve all development plans and proposals as part of the~~

conditional use or planned residential unit development, or commercial or industrial site plan approval process.

- B. ~~The consideration of landscaping requirements to improve the visual appearance of property proposed for development is one means by which the planning commission is authorized to achieve a better city environment and image.~~
- C. ~~The planning commission, city council and the urban forestry commission feel it necessary and desirable to establish general policy guidelines for landscaping for new proposed development in the city and in particular as it applies to commercial property so that developers may more clearly understand what will be required of them to achieve a harmonious and somewhat uniform level of property landscape improvements.~~
- D. ~~The following is a guide covering landscaping and property improvements that will be used in reviewing landscaping proposals for developing property and establishing the Planning Commission's requirements as part of the site plan review, conditional use and planned residential unit development approval process of the City Zoning Ordinance:~~
 - 1. ~~A form of landscaping shall be required for all or a part of a property proposed for development and which is subject to review by the Planning Commission under the following Zoning Ordinance provisions:~~
 - a. ~~Conditional use, title 10, chapter 15 of this Code;~~
 - b. ~~Planned residential unit, title 10, chapter 11 of this Code; (Ord. 00-17, 9-19-2000, eff. 9-19-2000)~~
 - c. ~~Site plan reviews for any development in the City Center/40th Street or Commercial Area form based code areas, section 10-5.1A-10-2 or 10-5.1B-10-2 of this Code. (Ord. 17-21, 11-21-2017, eff. 11-21-2017)~~
 - d. ~~Landscaping regulations, title 10, chapter 23 of this Code. (Ord. 07-15, 9-4-2007, eff. 9-4-2007)~~
 - 2. ~~Lawns are considered most appropriate for the parking/planting strip between the curb and sidewalk and the site property line. Approval must be obtained and a permit must be issued by the Parks Superintendent/Urban Forester before any trees or shrubs are planted in any City parking/planting strip.~~
 - 3. ~~Existing healthy trees that are on the City's approved tree list should be retained as far as the design of the proposed building location allows. No trees within the street parking/planting strip shall be removed without first obtaining a permit from the Parks Superintendent/Urban Forester or his/her assistant.~~
 - 4. ~~Emphasis will be given to the landscaping of the front yard or that area between the curb, front property line and the most visible area from the public way, which helps create the visual environment of the community.~~
 - 5. ~~Selection of shrubs and tree types shall be made with regard to existing types on the same and adjoining properties so that a compatible and aesthetically pleasing relationship may be developed and maintained.~~
 - 6. ~~Consideration shall be given to the use of trees, shrubs and other types of landscaping in and around parking lots to relieve asphalt monotony.~~

- ~~7. Shrubs and trees should, at the time of planting, be of a sufficient size (caliper) and condition so that after a reasonable period of growth they are approaching the space they are intended to fill.~~
- ~~8. A water irrigation system to maintain the proposed plantings is considered a part of the landscaping requirements and should be installed with the initial plantings and operated in a manner to adequately maintain growth.~~
- ~~9. When designing the required landscaping plan, the developer should consider the location of existing and proposed overhead power lines and underground sewer lines so that trees and large shrubs are not located under or over such lines, thus avoiding possible future hazardous situations, power outages and clogged sewer lines, etc.~~
- ~~10. The Planning Commission strongly recommends that a developer consult with a trained landscape designer for help in preparing the landscaping plan in order to assure an acceptable standard of development, which will be a significant factor in obtaining a favorable response from the Planning Commission.~~
- ~~11. A guarantee of the installation of landscaping as approved by the Planning Commission shall be made to the City in the same manner as that required for any other required improvement by including in a bond, escrow or letter of credit, the estimated cost of the landscaping work at the time of building permit issuance, or is deemed satisfactory by the Planning Commission for all small developments, by means of a financial guarantee for landscaping remaining uncompleted at the time of application for final building inspection and power to panel and/or occupancy permit. Such financial guarantee shall specify the maximum length of time for completion of the remaining landscaping. (Ord. 00-17, 9-19-2000, eff. 9-19-2000)~~

STAFF REPORT



SUBJECT: South Ogden Days Update
AUTHOR: Jamie Healy
DEPARTMENT: Administration
DATE: 04-19-2022

RECOMMENDATION

Discussion item only

BACKGROUND

Historically South Ogden Days has been a multi-day event. Sponsorship monies have been declining since the COVID shut down. Additionally, staff has also struggled with attracting crowds during the heat of the day on Saturday, which helps to support event vendors. At the conclusion of last year's event, staff put out a survey to the vendors on what ideas they had for improving their experience at South Ogden Days. The majority of the results that came back said that they would like to see a condensed event. Vendors struggle to make it worth their while to attend the event when it was a multi-day event. An overwhelming majority of the vendors said they wanted a Farmers Market style event for vendors. The survey response of vendors coupled with COVID restrictions as well as inflationary costs has caused staff to look at the event structure and organization.

ANALYSIS

Staff has outlined a plan that will reduce the overall cost of the event, while maintaining the resident participation in the event. South Ogden Days events will begin two weeks before the celebration with a 5k run. The next week the city will host a pickle ball tournament and the next week South Ogden days will officially commence. Friday night will be a family night with fundraisers for local charities and will have family friendly games, a car show and will culminate with a movie in the park.

Saturday morning will be the parade. After the parade, vendors will begin setup and vendors will be in place ready to go by 4:00 pm. Saturday evening will be vendors; South Ogden's got talent, a major concert and Fireworks.

Staff believes that this structure will maintain the integrity of the event, while accommodating vendors and reducing the overall cost of the event.

SIGNIFICANT IMPACTS

None

ATTACHMENTS

None