



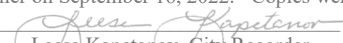
**NOTICE AND AGENDA**  
**SOUTH OGDEN CITY COUNCIL**  
**WORK SESSION**  
TUESDAY, SEPTEMBER 20, 2022, 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, September 20, 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; anyone interested is welcome to attend. No action will be taken on any items discussed during the pre-council work session. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically.

## WORK SESSION AGENDA

- I. CALL TO ORDER** – Mayor Russell Porter
- II. REVIEW OF AGENDA**
- III. REPORT ON CODE ENFORCEMENT**  
Todd Hardman
- IV. DISCUSSION ITEMS**
  - A. Amendments to Wording for Setbacks and Height Restrictions in Residential Zones**
- V. 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 September 16, 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.

# STAFF REPORT



**SUBJECT:** Corner Lot Setbacks and Building Heights in Residential Zones  
**AUTHOR:** Leesa Kapetanov  
**DEPARTMENT:** Administration  
**DATE:** September 20, 2022

---

## RECOMMENDATION

The Planning Commission recommends approval of the amendments. Please see Planning Commission Action Report.

## BACKGROUND AND ANALYSIS

The additional wording for corner lot setbacks has always been a bit vague and open to interpretation. The confusing part begins with the word "except" in the following example: "Side facing street on corner lot: Twenty feet (20'), except average where fifty percent (50%) frontage is developed, but not less than fifteen feet (15')."

Following a recent interpretation by the City Manager, staff was told to find some better wording for the code, one that would not be open to interpretation. After looking at examples from other codes, staff came to the conclusion the best way to handle it was to just remove the wording altogether.

While looking through the areas where the changes needed to be made for the setbacks, staff also noticed some problems with the building height restrictions in the various zones. The biggest problem was that in the R-3 zone, it said there were no building height restrictions. The second problem was that the building height was less in the R-2 zone than in the R-1 zone; if anything, it should probably have been more. After comparing heights to other zoning ordinances, staff determined that the maximum height should be 35' in all of the residential zones.

## SIGNIFICANT IMPACTS

We won't be seeing twenty story buildings in the R-3 zone.

## ATTACHMENTS

Proposed amendments

#### **10-7A-4: Site Development Standards**

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

1. R-1-10 zone: Ten thousand (10,000) square feet.
2. R-1-8 zone: Eight thousand (8,000) square feet.
3. R-1-6 zone: Six thousand (6,000) square feet for dwelling and eight thousand five hundred (8,500) square feet for other main building.

##### **B. Minimum lot width:**

1. R-1-10 zone: Eighty feet (80').
2. R-1-8 zone: Sixty five feet (65').
3. R-1-6 zone: Sixty feet (60').

##### **C. Minimum yard setbacks:**

###### **1. Front:**

- a. R-1-10 and R-1-8 zones: Thirty feet (30'), ~~except average where fifty percent (50%) frontage is developed, but not less than twenty feet (20').~~
- b. R-1-6 zone: Twenty five feet (25'), ~~except average where fifty percent (50%) frontage is developed, but not less than twenty feet (20').~~

###### **2. Side:**

###### **a. Dwelling:**

- 1) R-1-10 zone: Ten feet (10') with total width of two (2) side yards not less than twenty four feet (24').
- 2) R-1-8 and R-1-6 zones: Eight feet (8') with total width of two (2) side yards not less than eighteen feet (18').

###### **b. Other main building: Twenty feet (20').**

###### **c. Accessory building:**

- 1) R-1-10 zone: Ten feet (10'), in side yard if located at least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot.
- 2) R-1-8 and R-1-6 zones: Eight feet (8'), in side yard if located at least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot.

###### **3. Side facing street on corner lot: Twenty feet (20'), ~~except average where fifty percent (50%) frontage is developed, but not less than fifteen feet (15').~~**

###### **4. Rear:**

###### **a. Main building: Thirty feet (30').**

###### **b. Accessory building:**

- 1) R-1-10 zone: One foot (1'), except ten feet (10') where accessory building rears on side yard of adjacent corner lot.
- 2) R-1-8 and R-1-6 zones: One foot (1'), except eight feet (8') where accessory building rears on side yard of adjacent corner lot.

##### **D. Building height:**

1. Minimum: One story.
2. Maximum: Two and one-half (2 1/2) stories or thirty-five feet (35').

#### **10-7B-4: Site Development Standards**

- A. Minimum lot area:
  - 1. Single-family dwelling: Six thousand (6,000) square feet.
  - 2. Single-family dwelling with Interior Accessory Dwelling Unit: Six thousand (6,000) square feet.
  - 3. Two-family dwelling: Ten thousand eight hundred ninety (10,890) square feet.
  - 4. Other main building: Eight thousand five hundred (8,500) square feet.
- B. Minimum lot width: Seventy five feet (75').
- C. Minimum yard setbacks:
  - 1. Front: Fifteen feet (15').
  - 2. Side:
    - a. Main building: Eight feet (8'), with total width of two (2) sides of not less than eighteen feet (18') for single-family dwelling or two-family dwelling and twenty feet (20') each side for other main building.
    - b. Accessory building: Eight feet (8'), in side yard if located at least six feet (6') from main building, except one foot (1') in minimum rear yard if located at least six feet (6') from main building; but not closer than ten feet (10') to dwelling on adjacent lot.
  - 3. Side, facing street or corner lot: Fifteen feet (15').
  - 4. Rear:
    - a. Main building: Thirty feet (30').
    - b. Accessory building: One foot (1'), except eight feet (8') where accessory building rears on side yard of adjacent corner lot.
- D. Building height:
  - 1. Minimum: One story.
  - 2. Maximum: Two and one-half (2 1/2) stories or ~~twenty-seven feet (27')~~ thirty-five feet (35').

#### **10-7C-4: Site Development Standards**

- A. Minimum Lot Area:
  - 1. One-building dwelling:
    - a. For single-family: Six thousand (6,000) square feet.
    - b. For two-family: Eight thousand five hundred (8,500) square feet.
    - c. For multiple-family: Eight thousand five hundred (8,500) square feet, plus two thousand (2,000) square feet for each dwelling unit in excess of two (2) in each building.
  - 2.
    - a. Multiple buildings on a single lot: Eight thousand five hundred (8,500) square feet for each building, plus two thousand (2,000) square feet for each dwelling unit in excess of two (2) in each building.

3.
  - a. Other main building: Eight thousand five hundred (8,500) square feet.
  - b. For nursing home: An additional seven hundred fifty (750) square feet for guest or patient accommodation in excess of four (4).
- B. Minimum Lot Width: Sixty feet (60').
- C. Minimum Yard Setbacks:
  1. Front: Twenty five feet (25'), ~~except average where fifty percent (50%) frontage is developed, but not less than twenty feet (20').~~
  2. Side:
    - a. Main building:
      1. One-building dwelling and multiple buildings on a single lot: Eight feet (8') with total width of two (2) required yards of not less than eighteen feet (18'), plus one foot (1') each side for each one foot (1') main building is over thirty five feet (35') high.
      2. Other main building: Twenty feet (20') each side, plus one foot (1') each side for each one foot (1') main building is over thirty five feet (35') high.
    - b. Accessory building: Eight feet (8'), in side yard if located at least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot.
  3. Side facing street on corner lot: Twenty feet (20'), ~~except average where fifty percent (50%) frontage is developed, but not less than fifteen feet (15').~~
  4. Rear:
    - a. Main building: Thirty feet (30').
    - b. Accessory building: One foot (1'), except eight feet (8') where accessory building rears on side yard of adjacent corner lot.
- D. Building Height:
  1. Minimum: One story.
  2. Maximum: ~~Nursing home, t~~Two and one-half (2 1/2) stories or thirty ~~five feet (35'), none for other buildings.~~
- E. Lot Coverage: No building or group of buildings with their accessory buildings shall cover more than forty percent (40%) of the lot area.
- F. Open Green Space: At least forty percent (40%) of the lot area shall be left in open green space.
- G. Special Regulations: In no case shall the ratio of total floor area in the building to the lot area exceed one to one (1:1). (Ord. 15-06, 2-17-2015, eff. 2-17-2015)

**Commented [LK1]:** Nursing Homes were removed as a permitted use in this zone when the city included it in a use known as 'Group Living Arrangements'.



## NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 20, 2022, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, September 20, 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; anyone interested is welcome to attend. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live over [www.facebook.com/southogdencity](https://www.facebook.com/southogdencity).

### CITY COUNCIL MEETING AGENDA

#### I. OPENING CEREMONY

- A. **Call to Order** – Mayor Russell Porter
- B. **Prayer/Moment of Silence** -
- C. **Pledge of Allegiance** – Council Member 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 September 6, 2022 Council Minutes
- B. Declaring Certain Fleet Vehicles as Surplus to the City's Needs

## V. PUBLIC HEARING

To Receive and Consider Comments on the Proposed 2022 Water Conservation Plan

## VI. DISCUSSION / ACTION ITEMS

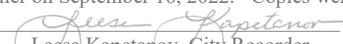
- A. Consideration of **Resolution 22-37** – Approving an Agreement with Public Works<sup>1</sup> for Streets Assessment (Strategic Initiative 3.2)
- B. Consideration of **Resolution 22-38** – Approving an Agreement with Landmark Design for Meadows Park Master Plan (Strategic Initiative 3.1.5)
- C. Consideration of **Ordinance 22-15** – Approving the 2022 Water Conservation Plan
- D. Consideration of **Ordinance 22-16** – Amending South Ogden City Code 10-5.1A and 10-5.1B, Changing What the City Allows for Existing Signs And Creating a New Sign Category Called Non-Commercial Expressive Signs

## VII. REPORTS/DIRECTION TO CITY MANAGER

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

## VIII. 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 September 16, 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.



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

TUESDAY, SEPTEMBER 6, 2022

WORK SESSION – 5 PM IN COUNCIL ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

### WORK SESSION MINUTES

#### COUNCIL MEMBERS PRESENT

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

#### STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Sargent Scott Christensen, Communications and Events Specialist Jamie Healey, and Recorder Leesa Kapetanov

#### MEMBERS OF THE PUBLIC PRESENT

No one else attended this meeting

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

[https://files4.1.revize.com/southogden/document\\_center/Sound%20Files/2022/CC220906\\_1701.mp3](https://files4.1.revize.com/southogden/document_center/Sound%20Files/2022/CC220906_1701.mp3)

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

#### I. CALL TO ORDER

- Mayor Porter called the work session to order at 5:06 pm and entertained a motion to open the meeting 00:01:39

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

#### II. REVIEW OF AGENDA

- Council Member Orr asked which streets would be included in the road maintenance contract 00:01:46



- City Manager Dixon informed the Council that an alternative bid for doing an overlay on the nature park trail had been included in the road project bid. Staff would be looking for direction from the Council in the meeting as to whether they wanted to include it in the contract or not.

00:04:37

### III. DISCUSSION ITEMS

#### A. Review and Update of Strategic Plan

- City Manager Dixon led this discussion

00:12:04

#### B. Heritage Trail

- Mr. Dixon gave an update on plans for the trail and the Council discussed the scope of the project

00:45:05

### IV. ADJOURN

- At 5:57 pm, the mayor called for a motion to adjourn the work session

00:56:04

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

## COUNCIL MEETING MINUTES

### COUNCIL MEMBERS PRESENT

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

### STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Lieutenant ??, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

### MEMBERS OF THE PUBLIC PRESENT

Joyce & Bruce Hartman

**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/CC220906\\_1758.mp3](https://files4.1.revize.com/southogden/document_center/Sound%20Files/2022/CC220906_1758.mp3)

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

## I. OPENING CEREMONY

### A. Call To Order

- At 6:01 pm, Mayor Porter 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 Smyth. In a voice vote Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.**

### B. Prayer/Moment of Silence

The mayor led those present in a moment of silence

### C. Pledge Of Allegiance

Council Member Smyth led everyone in the Pledge of Allegiance.

## II. PUBLIC COMMENTS

- Mayor Porter invited anyone who wished to come forward to comment. No one came forward. He gave those online until 6:08 pm to post their comments.

101 **III. RESPONSE TO PUBLIC COMMENT**

- 102 • Not relevant at this time
- 103
- 104
- 105

106 **IV. CONSENT AGENDA**

- 107 A. Approval of August 16, 2022 Council Minutes
- 108 B. Set Date For Public Hearing (September 20, 2022 at 6 pm or as soon as the agenda permits)
- 109 To Receive and Consider Comments on the 2022 Water Conservation Plan
- 110 • Council Member Stewart asked some questions about the Water Conservation Plan
- 111 00:01:25
- 112 • Mayor Porter called for a motion to approve the consent agenda
- 113 00:03:26
- 114

115 Council Member Smyth so moved. The motion was seconded by Council Member

116 Strate. The voice vote was unanimous in favor of the motion.

117

118

119

120

121 **V. DISCUSSION /ACTION ITEMS**

- 122 A. Consideration of Resolution 22-33 – Approving an Amendment to Interlocal Agreement with
- 123 Weber County for Ballot Box Camera
- 124 • Staff overview 00:03:35
- 125 • There was no discussion by the Council on this item
- 126 • Mayor Porter called for a motion
- 127 00:04:39
- 128

129 Council Member Stewart so moved. The motion was seconded by Council Member

130 Orr. There was no discussion on the motion. The mayor made a roll call vote:

131

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

137

138 The interlocal agreement with Weber County was approved.

139

140

141

B. Consideration of Resolution 22-34 – Approving a Franchise Agreement with XO Communications

- Staff overview 00:05:02
- Questions for John Davies from XO Communications 00:07:13
- Mayor Porter called for a motion to adopt Resolution 22-34 00:13:56

Council Member Strate so moved, followed by a second from Council Member Orr. After determining there was no further discussion, the mayor called the vote:

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

Resolution 22-34 was adopted.

- Mayor Porter asked Communications and Events Specialist Jaime Healy to read the online public comment  
Pam Peterson Prince 00:14:38
- Response to Public Comment 00:14:55

C. Consideration of Resolution 22-35 – Amending the Employee Policy Manual by Adding an Employee Sick Leave Buy Back Program

- Staff overview 00:15:53
- There was no discussion on this item
- Mayor Porter called for a motion to adopt Resolution 22-35 00:16:49

Council Member Howard so moved. Council Member Smyth seconded the motion. The mayor asked if there was further discussion, and seeing none, he called the vote:

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

**The Employee Sick Leave Buy Back Program was approved.**

**D. Consideration of Resolution 22-36 – Approving an Agreement With Granite Construction For 2022 Road Maintenance Projects**

- Staff overview 00:17:07
- Council discussion 00:18:23
- City Manager Dixon asks for direction on the alternative bid for the pavement of the Nature Park Trail 00:20:03
- Questions/discussion on trail 00:21:16
- Council Member Strate asks if the mayor will consider a motion 00:21:37

**Council Member Strate moved to adopt Resolution 22-36, approving an agreement with Granite Construction for 2022 road maintenance projects, including Option 1 for the Nature Park Trail maintenance. Council Member Howard seconded the motion. The mayor asked if there was further discussion. Council Member Orr said the City should look to see if some of the road maintenance fee could be used to pay for the trail maintenance. Mayor Porter then made a roll call vote:**

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

**The motion stood.**

**E. Consideration of Ordinance 22-14 – Amending SOC 5.1A and 5.1B Concerning Drive-Throughs**

- Staff overview 00:22:45
- Council Questions/Discussion 00:27:08
- During the discussion, Council Member Stewart points out a discrepancy between the chart and other wording
- The mayor called for a motion to adopt Ordinance 22-14 00:35:30

**Council Member Smyth so moved, followed by a second from Council Member Howard. Mayor Porter asked if the changes needed to be incorporated into the motion. Staff advised it would be best. The mayor asked if Council Member Smyth wanted to amend her motion**

to include the necessary changes. Council Member Smyth moved to adopt Ordinance 22-14 with the changes discussed. Council Member Howard seconded the motion. The mayor called the vote:

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

The motion was upheld.

## VII. DISCUSSION ITEMS

### A. Discussion on Amendments to the City's Sign Code

- Staff overview 00:36:24
- Council questions/discussion 00:38:59
- Staff was instructed to prepare the amendments for a vote at the next meeting 01:34:20

## VIII. REPORTS/DIRECTION TO CITY MANAGER

### A. City Council Members

- Council Member Strate- 00:45:41
- Council Member Smyth- 00:47:17
- Council Member Stewart- 00:47:51
- Council Member Orr - 00:49:46
- Council Member Howard - 00:54:50

### B. City Manager 00:55:27

- City Recorder Kapetanov made some additional comments about the sign ordinance 00:59:22

### C. Mayor 01:01:14

## VI. ADJOURN

- Mayor Porter called for a motion to adjourn the meeting 01:02:42

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

The meeting ended at 7:04 pm.

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, September 6, 2022.

  
Leesa Kapetanov, City Recorder

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

# memo

south ogden city

To: Matthew Dixon, City Manager  
From: Fleet Manager Garth Hadfield  
Date: 4/7/2022  
Re: Surplus Property

In accordance with current City policies, I am requesting that the following property currently within the possession of this department be declared surplus to City needs:

No. of Items	Description of Property	Value of Property (or min. bid amnt. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
1	#102 2008 Ford Ranger 4x4 Vin #1FTZR45E98PA43828 Parks Department	\$2000.00	KBB	Public Surplus Auction
1	#104 2008 Ford F-150 4x4 Vin #1FTRF14V18KC26226 Parks Department	\$5000.00	KBB	Public Surplus Auction
1	#105 2008 Ford F-150 4x4 Vin # 1FTRF14V58KC26231 Streets Department	\$5000.00	KBB	Public Surplus Auction
1	#107 2008 Ford F-150 4x4 Vin # 1FTRF14V78KC26229 Parks Department	\$5000.00	KBB	Public Surplus Auction
1	#109 2012 F-150 SSC 4x4 Vin # 1FTFW1FT5CFB57414 Streets Department	\$7000.00	KBB	Public Surplus Auction
1	#537 2004 Ford Escape 2004 Ford Escape Police Department	\$1800.00	KBB	Public Surplus Auction
1	#554 2008 Ford Ranger 4x4 Vin # 1FTZR45EO8PA43829 Police Department	\$2000.00	KBB	Public Surplus Auction
1	#570 2012 F-150 4x2 Vin # 1FTMF1CM8CFA71890 Police Department terrace a/c	\$1000.00	KBB	Public Surplus Auction

\* Value of property shall be estimated by evaluation by a qualified and disinterested appraiser, through professional publications and valuation services, or through an informal market survey conducted by the Director of Finance.

\*\*Sales of City property shall be based, whenever possible, on competitive sealed bids. The Director of Finance, in consultation with the City Manager, may waive the competitive bidding requirement when the value of the property has been estimated by an alternate method and the value is considered negligible in relation to the costs of sale by bid, sale by bidding procedure is deemed unlikely to produce a competitive offer, or circumstances indicate that bidding on the property will not be in the best interests of the city.

City Manager's findings:

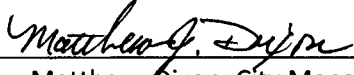


# memo

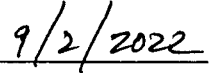
south ogden city

---

I find that the above items are surplus to the needs of South Ogden City and the proposed disposition of this property is approved.



Matthew Dixon, City Manager



Date



## NOTICE OF SURPLUS PROPERTY

Notice is hereby given that Parks and Public Works Director Jon Andersen has requested the following property be declared surplus, and that Matthew Dixon, City Manager, has verified that the following items are surplus to the City's needs and can be utilized or disposed of as noted:

No. of Items	Description of Property	Value of Property (or min. bid amnt. accptd)	How Value Was Determined*	Recommended Means of Disposition** (trade, sale by bid, lease, salvage, destruction, donation)
1	#102 2008 Ford Ranger 4x4 Vin #1FTZR45E98PA43828 Parks Department	\$2000.00	KBB	Public Surplus Auction
1	#104 2008 Ford F-150 4x4 Vin #1FTRF14V18KC26226 Parks Department	\$5000.00	KBB	Public Surplus Auction
1	#105 2008 Ford F-150 4x4 Vin # 1FTRF14V58KC26231 Streets Department	\$5000.00	KBB	Public Surplus Auction
1	#107 2008 Ford F-150 4x4 Vin # 1FTRF14V78KC26229 Parks Department	\$5000.00	KBB	Public Surplus Auction
1	#109 2012 F-150 SSC 4x4 Vin # 1FTFW1FT5CFB57414 Streets Department	\$7000.00	KBB	Public Surplus Auction
1	#537 2004 Ford Escape 2004 Ford Escape Police Department	\$1800.00	KBB	Public Surplus Auction
1	#554 2008 Ford Ranger 4x4 Vin # 1FTZR45EO8PA43829 Police Department	\$2000.00	KBB	Public Surplus Auction
1	#570 2012 F-150 4x2 Vin # 1FTMF1CM8CFA71890 Police Department terrace a/c	\$1000.00	KBB	Public Surplus Auction

The City Council will determine if the above property should be declared surplus at the **September 20, 2022 regularly scheduled City Council meeting**. Any member of the city council may make a request for a public hearing concerning this property at the meeting.

Posted this 6<sup>th</sup> day of September, 2022

  
Leesa Kapetanov  
City Recorder

# STAFF REPORT



**SUBJECT:** PublicWorks1 Pavement Assessment 2022  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Public Works  
**DATE:** September 20, 2022

---

## RECOMMENDATION

City staff is recommending the agreement for PublicWorks1 be approved. The approval of this agreement will allow the City staff to have a current pavement assessment completed

## BACKGROUND

City staff has used PublicWorks1 to complete the pavement assessment in years past. PublicWorks1 is a subsidiary of iWorQs, the computer software company that is used for our roads inventory. Once the assessment is completed they will also update the current information and program that City staff uses to help determine road projects in the years to come. PublicWorks1 did the original pavement assessment and the last pavement assessment in fall of 2019.

## ANALYSIS

It will help City staff evaluate the condition of the roads for the upcoming budget years. In the pavement assessment, it gives the City the current conditions and also a recommendation to help improve the condition of the roads. It is also nice to have a third party assess all the roads.

## SIGNIFICANT IMPACTS

An impact of \$9,750 in the streets budget. Class C funds will be used to pay for the pavement assessment

## ATTACHMENTS

## **Resolution No. 22-37**

### **RESOLUTION OF SOUTH OGDEN CITY APPROVING AND AUTHORIZING ENTERING INTO AN AGREEMENT WITH PUBLICWORKS1 INC. FOR ROAD PAVEMENT ASSESSMENT SERVICES; AUTHORIZING THE CITY MANAGER TO SIGN THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY TO GIVE EFFECT TO THE INTENT HEREOF; AND, PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the City Council finds that Strategic Initiative 3.2 of the 2022 Strategic Plan is "Increase resident satisfaction with the quality of the City's streets by 10 percent"; and

**WHEREAS**, the City Council now desires to further the accomplishment of Strategic Initiative 3.2 by contracting with PublicWorks1 Inc. for Road Pavement Assessment services; and,

**WHEREAS**, the City Council finds that contracting with PublicWorks1 Inc. for Road Pavement Assessment services should be approved and adopted as necessary to the support Strategic Initiative 3.2 and the ongoing maintenance of the city's transportation infrastructure; and,

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

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

#### **SECTION 2 - CONTRACT AUTHORIZED**

That The **"PublicWorks1 Agreement for Asset and Data Tracking Services"**, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Approved

And Adopted; And That The City Manager Is Authorized More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

### **SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS**

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

### **SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS**

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

### **SECTION 5 - SAVINGS CLAUSE**

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

### **SECTION 6 - DATE OF EFFECT**

This Resolution shall be effective on the 20<sup>th</sup> day of September, 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 20<sup>th</sup> day of September, 2022.

### **SOUTH OGDEN CITY**

---

Russell Porter  
Mayor

### **ATTEST:**

---

Leesa Kapetanov, CMC  
City Recorder

## **ATTACHMENT "A"**

### **Resolution No. 22-37**

Resolution Of South Ogden City Approving And Authorizing Entering Into An Agreement With Publicworks1 Inc. For Road Pavement Assessment Services; Authorizing The City Manager To Sign The Necessary Documents On Behalf Of The City To Give Effect To The Intent Hereof; And, Providing For An Effective Date.

20 Sept 22

## **PublicWorks1 Agreement**

### **For Asset & Data Tracking Services**

SOUTH OGDEN, UT hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with PublicWorks1 Inc. ("PW 1") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

#### **Recitals**

*Whereas the Customer is seeking onsite data collection services provided by Public Works 1.*

*Whereas the Customer is seeking technical support and software provided by iWorQ Systems Inc.*

*Therefore, in consideration of the mutual promises contained in this agreement, the parties agree as follows:*

#### **1. Data Tracking Services**

PW 1 will send staff member(s) onsite to track requested street-level imagery, assets, and GPS data points utilizing our Trimble MX7 high resolution camera and / or a pavement condition assessment if requested. The price in Appendix A is based on the mileage provided by the Customer.

The data collected will be uploaded and linked inside iWorQ's web-based application(s).

#### **2. Customer Responsibility**

Customer agrees to provide the time, resources, and personnel to assist in scheduling and completing the onsite project, and to implement iWorQ's service(s) and application(s).

iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the implementation team. iWorQ can provide project management and implementation document upon request.

#### **3. Customer Data & Software Terms of Access**

Customer acknowledges that an iWorQ Service(s) Agreement is required in conjunction with this agreement for a term of 3 years, and that customer is authorized to access and track the converted PW 1 data in the associated iWorQ software applications.

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 5. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Street Level imagery is provided through iWorQ. Street Level imagery (360 Degree JPG) will not be downloadable through iWorQ. PW1 will make the imagery publicly available.

#### **4. Billing:**

PW 1 will invoice Customer after the team has come onsite and completed the data collection and/or assessment. The invoice will be generated and sent 2 weeks after the field work has been completed. PW 1 will send invoice by mail and by email to the address listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service Agreement be signed by Customer.

#### **5. TERMINATION:**

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice.

Either party may terminate the iWorQ Service(s) agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice.

If terminated prior to the initial TERM, the full amount for the remaining portion of the TERM will be due immediately.

Should Customer terminate any iWorQ application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Termination will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

#### **6. CUSTOMER SUPPORT:**

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

#### **7. ACCEPTABLE USE:**

Customer represents and warrants that the applications and services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of applications and services.



## 8. INSURANCE:

PW1 has General Liability, Errors and Omissions and Commercial Automobile insurance. An insurance declaration can be provided upon request.

If the Customer needs additional insurance limits, the Customer agrees to pay those costs.

If the Customer wants to be listed as an additional insured, the cost is \$2,500 additional for the project and \$500 annually for the iWorQ Service(s) agreement.

## 9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

## 10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Secondary Implementation Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

## 11. CUSTOMER BILLING INFORMATION:

Billing Contact \_\_\_\_\_ Title \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

PO# \_\_\_\_\_ (if required) Tax Exempt ID # \_\_\_\_\_

## 12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature \_\_\_\_\_

Effective Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Office Number: \_\_\_\_\_

Title \_\_\_\_\_

Cell Number: \_\_\_\_\_

# **PublicWorks1 Service(s) Agreement**

## **APPENDIX A**

## **PublicWorks1 Price Proposal**

<b>SOUTH OGDEN, UT</b>	<b>Centerline Miles: <u>105</u></b>
<b>5590 S. 600 E. SOUTH OGDEN, UT 84341</b>	<b>Prepared by: Troy Rolle</b>

### **Service & Travel Fees**

<u><b>PublicWorks1 Services</b></u>	<u><b>Package Price</b></u>	<u><b>Billing</b></u>
<b>Pavement Condition Assessment-Windshield Survey</b> <ul style="list-style-type: none"> <li>• Pavement Condition Assessment using distress severity and extent.</li> <li>• A pavement distress identification based on remaining service life (RSL), and the SHRP distress (alligator, transverse, edge, patching and potholes, longitudinal).</li> <li>• A condition for each segment, and a network pavement condition distribution is part of the deliverable</li> <li>• A recommended treatment for each pavement segment</li> <li>• A complete data set entered into the iWorQ Pavement Management application (purchase of the software is required)</li> <li>• The information and data required for budgeting and planning is part of the deliverable</li> </ul>	<del>\$12,000.00</del> <b>\$9,750.00</b>	One-time
<b>Services Total (This amount will be invoiced once)</b>	<b>\$9,750.00</b>	

### **One-Time Setup, GIS integration, and Data Conversion Fees**

<u><b>Service(s)</b></u>	<u><b>Full Price Cost</b></u>	<u><b>Package Price</b></u>	<u><b>Billing</b></u>
--------------------------	-------------------------------	-----------------------------	-----------------------

### **NOTES & SERVICE(S) DESCRIPTION**

- I. Invoice for the Service(s) will be sent out 2 weeks after the field work has been completed
- II. This Agreement has been provided at the Customer's request and is valid for 30 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. Collecting data shapefiles for Pavements

# STAFF REPORT



**SUBJECT:** Meadows Park Master Plan  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Parks & Recreation  
**DATE:** September 20, 2022

---

## RECOMMENDATION

City staff recommends the approval of the contract with Landmark Design for Meadows Park Site Master Plan to meet the goals for the strategic plan 3.1.5.

## BACKGROUND

The past few years South Ogden has been building new parks and adding amenities to some of the existing parks. A skate park has been in discussion for a few years and it is moving forward. In the skate park discussion, Meadows Park was brought up as a possible location. As the discussions have moved forward it was recommended that we have a master plan completed for the Meadows Park and the skate park be located at 40<sup>th</sup> St Park.

## ANALYSIS

After direction was given to have a master plan completed for Meadows Park it was decided to have Landmark Design give South Ogden City a proposal to accomplish this. Landmark Design has completed 3-4 master plans for South Ogden City over the years.

## SIGNIFICANT IMPACTS

An Impact to the Parks budget \$9,350.00

## ATTACHMENTS

None

## **Resolution No. 22-38**

### **RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH LANDMARK DESIGN FOR CREATION OF THE MEADOWS PARK MASTER PLAN, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

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

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

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

**WHEREAS**, the City Council has created Strategic Initiative 3.1- "Increase resident satisfaction rating of City parks by 10 percent" as part of the 2022 Strategic Plan; and,

**WHEREAS**, the City Council finds that in order to meet the objective of Strategic Initiative 3.1 a master plan for Meadows Park should be created; and,

**WHEREAS**, the City Council finds that Landmark Design has the professional ability to provide a Master Plan for Meadow Park; and,

**WHEREAS**, the City Council finds that City now desires to further those ends by approving an Agreement with Landmark Design for the Creation of the Meadows Park Master Plan and related services; and,

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

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

#### **SECTION 2 - CONTRACT AUTHORIZED**

That The "**Agreement**" For The Creation of the Meadows Park Master Plan, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is

Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

### **SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS**

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

### **SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS**

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

### **SECTION 5 - SAVINGS CLAUSE**

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

### **SECTION 6 - DATE OF EFFECT**

This Resolution shall be effective on the 20<sup>th</sup> day of September, 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 20<sup>th</sup> day of September, 2022.

**SOUTH OGDEN CITY**

---

Russell Porter  
Mayor

**ATTEST:**

---

Leesa Kapetanov, CMC  
City Recorder

## **ATTACHMENT "A"**

### **Resolution No. 22-38**

Resolution Of South Ogden City Approving An Agreement With Landmark Design For Creation Of The Meadows Park Master Plan, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

20 Sept 22

# CONTRACT AGREEMENT

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

Landmark Design will provide South Ogden City with a site master plan for the Meadows Park.  
They will provide the plan as described in the proposal provided with this contract.

## 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:

### **Meadows Park Site Master Plan**

## 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 **120** 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>
	Meadows park Site Mater plan			\$9,350.00	\$9,350.0

TOTAL OF ALL UNIT PRICES: **Nine thousand three hundred and fifty dollars and no cents**

## **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. 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 8.01 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 8.
- D. 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.

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

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: \_\_\_\_\_

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

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

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

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

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

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

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

Jon Andersen  
South Ogden City Parks / Public Works  
3950 S Adams Avenue  
South Ogden, Utah 84403

August 22, 2022



## Meadows Park Site Master Plan

---

**Landmark Design**  
LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens  
850 South 400 West | Studio 104  
Salt Lake City, Utah 84101  
801.474.3300  
www.lidi-ut.com

Dear Jon,

**Landmark Design is pleased to present our interest and approach for this project.** We bring more than 35-years of similar master planning, design and project management experience to the project. We have previously demonstrated success and enjoy working with South Ogden.

### Understanding of the Project

South Ogden is facilitating the master plan of Meadows Park located at 5774 South 1900 East. The Park has multiple access points, 5700 South, 5725 South, 5750 South and a walkway from 5775 South.



The Park provides an important open space in the neighborhood of South Ogden, with open grass play areas, benches, picnic table, and a playground system. The play equipment appears dated with limited accessibility.



### Detailed Work Plan

---

The following Detailed Work Plan describes how we intend to meet the objectives and tasks for the project.

#### Task 1: Base Info, Kick-off Meeting and Site Reconnaissance

We generally understand the site and its context within the area. Landmark Design will use aerial imagery and any other available information as provided by the City to understand the site. We will also visit the site to more fully understand and document existing conditions that may affect the concept design. We suggest beginning work with a kickoff meeting and site visit to gather thoughts and direction from the City staff and other invited stakeholders.

#### Task 2: Concept Designs

Landmark Design will develop two landscape concepts for review, which will illustrate two different ways that the park can be developed. We will coordinate closely with the City and other stakeholders to understand the required development criteria. Once the stakeholder group has reviewed the plans and

provided comment and direction, we will prepare a Final Concept for the project that will clarify the design intent and specify hardscape materials, furnishings, and other details of the preferred design. A Planning Level Opinion of Probable Cost will then be developed for review and approval.

### Task 3: Illustrative Drawing

Landmark Design will develop illustrative drawings that reflect the design intent. Drawings will include a combination of fully-rendered and colored plan, section, elevation and perspective drawings suitable for presentation use, in addition to sample boards and images of anticipated materials.

### Project Schedule

A project schedule will be discussed and developed at the kick-off meeting so all are in agreement and milestones can be achieved.

### Quality Assurance and Control

Landmark Design takes great care to ensure that the quality of work produced in our office meets the expectation of our clients. Our firm always includes principal personnel on our projects to help ensure that the highest quality processes and products result. We have the utmost interest guaranteeing that the quality of work produced meets your expectations.

We are experienced with projects that are strictly scheduled and budgeted, initiating and maintaining communication channels between our team members, clients, interest groups and community groups in a manner that results in projects that are supported, accepted, and implemented.

### Fee Schedule

As detailed in the following chart, Landmark Design proposes a fee of **\$9,350** to complete the master plan of the project as described. This proposal includes all fees, deliverables and reimbursable costs.

FEE PROPOSAL BY TASK AND PERSONNEL					
TASK RATE	HOURS		FEES		TOTAL
	Principal	Designer	Principal LA	Staff LA	
			\$150	\$125	
<b>Task 1: Project Kick-off and Site Reconnoicance</b>					
On-Site Visits	4	4	\$600	\$500	<b>\$1,100</b>
Base Preparation and Coordination	2	4	\$300	\$500	<b>\$800</b>
<b>Task 2: Concept Designs</b>					
Preliminary Concept Designs	4	18	\$600	\$2,250	<b>\$2,850</b>
Concepts Review	2	2	\$300	\$250	<b>\$550</b>
Final Concept Development	2	8	\$300	\$1,000	<b>\$1,300</b>
Opinion of Probable Cost	1	4	\$150	\$500	<b>\$650</b>
Project Coordination/Management	2	0	\$300	\$0	<b>\$300</b>
<b>Task 3: Concept Designs</b>					
Color Illustrative Plan/Renderings/ Materials	2	12	\$300	\$1,500	<b>\$1,800</b>
<b>Total Landmark Design Fee</b>					<b>\$9,350</b>

# STAFF REPORT



**SUBJECT:** Water Conservation Plan  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Public Works  
**DATE:** September 20, 2022

---

## RECOMMENDATION

Staff recommends approval of the South Ogden City Water Conservation Plan

## BACKGROUND

South Ogden City originally submitted to the Division of Water Resources a water conservation plan prepared by Jones and Associates in February 1999. It has since been updated approximately every five years by Wasatch Civil Consulting Engineering. Both the original 1999 water conservation plan and the subsequent updates included both a long-term water conservation plan and an emergency water conservation plan. This document entitled "South Ogden City Water Conservation Plan (June 2022)" is an update to the water conservation plan as required by the Water Conservation Act.

## ANALYSIS

Rapid growth and limited water resources in the State of Utah have raised concerns about the future water supply availability and costs. In response to these concerns, the Utah State Legislature passed the Water Conservation Act in 1998. The Act was amended in 2004 with House Bill 71 Section 73-10-32. The Water Conservation Act requires water agencies with more than 500 culinary water connections to submit water conservation plans to the Utah Division of Water Resources and update the plans every five years. This document is an update to the South Ogden City Water Conservation Plan and is intended to comply with the Water Conservation Act requirements.

## SIGNIFICANT IMPACTS

No budgetary impacts

## ATTACHMENTS

None

## **ORDINANCE NO. 22-15**

### **AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, ADOPTING A COMPREHENSIVE WATER CONSERVATION PLAN FOR THE CITY OF SOUTH OGDEN; AND ESTABLISHING AN EFFECTIVE DATE FOR THE PLAN.**

#### **SECTION I - 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 finds that in conformance with UCA §10-3-717, the governing body of the city may exercise all administrative powers by resolution; and,

**WHEREAS**, the City finds that in conformance with, and UCA §10-3-701, 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 finds that in conformance with UCA §73-10-32 (1) (f) et. seq., the governing body of the city must prepare and adopt a comprehensive Water Conservation Plan that contains existing and proposed water conservation measures describing what will be done by retail water providers, water conservancy districts, and the end user of culinary water to help conserve water and limit or reduce its use in the state for per capita consumption so that adequate supplies of water are available for future needs within the city; and,

**WHEREAS**, the City finds that in conformance with UCA §11-36-201, the Water Conservation plan is to be adopted following a public hearing before the City Council, said hearings having now been held; and,

**WHEREAS**, the City finds it must prepare a written analysis of how to implement its conservation plans based upon those factors and the requirements of UCA §73-10-32 et. seq.; and,

**WHEREAS**, the City finds that the Water Conservation Plan developed by the City is based on and considers each of the statutory requirements; and,

**WHEREAS**, the City finds it has given public notice of the proposed Water Conservation Plan and has provided a copy of the plan to the public at least 14 days before the date of the public hearing on the plan; and,



**WHEREAS**, the City finds it has held a public hearing to hear public comment on the plan under the notice and hearing requirements of UCA §10-9-103(2) and 10-9-402(2); and,

**WHEREAS**, the City seeks to comply with current statutory requirements; and,

**WHEREAS**, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires the adoption of the Water Conservation Plan by the City; now,

**THEREFORE, BE IT ORDAINED** by the City of SOUTH OGDEN:

**SECTION II - WATER CONSERVATION PLAN ADOPTION:**

That The *South Ogden City Water Conservation Plan, July 2022*, Prepared By Wasatch Civil Consulting Engineers, And Attached Hereto As “**Attachment A**” And By This Reference Fully Incorporated Herein, Should Be And The Same Is Adopted As The Water Conservation Plan For South Ogden City As Required By UCA §73-10-32 Et. Seq. On The Basis Of And In Consideration Of The Above-Listed Findings Of The City Council, Said Water Conservation Plan Having Been Determined To Comport As Required With Applicable Law And The Service Area Thereof Is Defined As All Of South Ogden City.

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

All orders, ordinances 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 Ordinance, 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 IV - PRIOR ORDINANCES AND RESOLUTIONS:**

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

**SECTION V - SAVINGS CLAUSE:**

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

**SECTION VI - DATE OF EFFECT**

BE IT FURTHER ORDAINED this Ordinance shall be effective on the 20<sup>th</sup> day of September, 2022, and after publication or posting as required by law.

DATED this 20<sup>th</sup> day of September, 2022.

SOUTH OGDEN CITY

---

Russell L. Porter, Mayor

ATTEST:

---

Leesa Kapetanov, CMC  
City Recorder

# **ATTACHMENT A**

## **ORDINANCE NO. 22-15**

An Ordinance Of South Ogden City, Utah, Adopting A Comprehensive  
Water Conservation Plan For The City Of South Ogden; And  
Establishing An Effective Date For The Plan.

20 Sept 22

# **SOUTH OGDEN CITY WATER CONSERVATION PLAN**

**JULY 2022**

South Ogden City  
3950 Adams Avenue  
South Ogden, Utah 84403  
(801) 622-2700



Prepared by

Wasatch Civil Consulting Engineering  
1150 Depot Dr. #225  
Ogden, Utah 84404  
(801) 775-9191

## Table of Contents

<b>SECTION I - INTRODUCTION .....</b>	<b>1</b>
PURPOSE .....	1
BACKGROUND .....	1
CONTACT INFORMATION.....	1
<b>SECTION 2 – WATER SYSTEM PROFILE .....</b>	<b>2</b>
HISTORY AND DEMOGRAPHICS .....	2
WATER SYSTEM PROFILE .....	3
WATER RESOURCES INVENTORY.....	4
<i>Existing Water Sources .....</i>	<i>4</i>
<i>Water Rights.....</i>	<i>5</i>
<i>Secondary Water Systems .....</i>	<i>5</i>
PRESENT WATER REQUIREMENTS .....	6
FUTURE WATER REQUIREMENTS.....	8
<b>SECTION 3 - WATER CONSERVATION PLAN .....</b>	<b>9</b>
CURRENT WATER CONSERVATION MEASURES .....	9
<i>Public Education .....</i>	<i>9</i>
<i>Water Rates.....</i>	<i>9</i>
<i>Water Meter Replacement .....</i>	<i>10</i>
<i>Pipeline Replacement.....</i>	<i>10</i>
<i>Storage Tank Maintenance.....</i>	<i>10</i>
ADDITIONAL WATER CONSERVATION MEASURES .....	11
<i>Additional Public Education.....</i>	<i>11</i>
<i>Water Conservation Committee.....</i>	<i>11</i>
<i>Additional Metering at City Facilities .....</i>	<i>11</i>
<i>Analysis of Metered Use at Individual Connections .....</i>	<i>12</i>
WATER CONSERVATION GOALS .....	12
COST ANALYSIS .....	13
WATER CONSERVATION PLAN UPDATE .....	13
<b>SECTION 4 – EMERGENCY RESPONSE .....</b>	<b>14</b>
OVERVIEW.....	14
CLASSIFICATION OF EMERGENCY .....	14
<i>Level 1 - Normal (Routine).....</i>	<i>14</i>
<i>Level 2 - Alert (Minor Emergency).....</i>	<i>14</i>
<i>Level 3 - Major Emergency .....</i>	<i>15</i>
<i>Level 3 - Disaster .....</i>	<i>15</i>
<b>REFERENCES.....</b>	<b>16</b>
 APPENDIX A - WATER SYSTEM MAP	
APPENDIX B - WATER CONSERVATION TIPS	
APPENDIX C - WATER USE RECORDS	

## SECTION I - INTRODUCTION

### ***PURPOSE***

Rapid growth and limited water resources in the State of Utah have raised concerns about the future water supply availability and costs. In response to these concerns, the Utah State Legislature passed the Water Conservation Act in 1998. The Act was amended in 2004 with House Bill 71 Section 73-10-32. The Water Conservation Act requires water agencies with more than 500 culinary water connections to submit water conservation plans to the Utah Division of Water Resources and update the plans every five years. This document is an update to the South Ogden City Water Conservation Plan and is intended to comply with the Water Conservation Act requirements.

### ***BACKGROUND***

South Ogden City originally submitted to the Division of Water Resources a water conservation plan prepared by Jones and Associates in February 1999. It has since been updated approximately every five years by Wasatch Civil Consulting Engineering. Both the original 1999 water conservation plan and the subsequent updates included both a long-term water conservation plan and an emergency water conservation plan. This document entitled, *South Ogden City Water Conservation Plan (June 2022)*, is an update to the water conservation plan as required by the Water Conservation Act.

Information for the *South Ogden Water City Conservation Plan 2022* was obtained from South Ogden City Public Works Department, the *South Ogden City Corporation Culinary Water Master Plan Update* (Wasatch Civil Consulting Engineering, 2007), and the previous water conservation plans and updates. In order to make the current water conservation plan complete, applicable information previously presented in these sources is repeated in this document.

### ***CONTACT INFORMATION***

System:	South Ogden City
System ID#:	29017
Address:	5590 South 600 East South Ogden, Utah 84405
Contacts:	Jon Andersen, Public Works Director - 801-622-2901 Jason Brennan, Water Operations Manager - 801-622-2904

## SECTION 2 – WATER SYSTEM PROFILE

### *HISTORY AND DEMOGRAPHICS*

South Ogden City is located in Weber County. The City is bounded on the north and east by Ogden City, on the south by the Town of Uintah, and on the west by Riverdale City and Washington Terrace City. South Ogden City covers an area of about four square miles.

The area was settled in 1848 and was originally named Burch Creek in honor of Daniel Burch, one of the first settlers. In the 1930s, Burch Creek was a farming community of about 800 people. The community was in need of more water, a sewer system, roads, and sidewalks. In 1936, Weber County commissioners granted a petition for incorporation, and the City of South Ogden was established. South Ogden's close location to Hill Field (Hill Air Force Base) and the Ogden Arsenal led to a housing boom in the 1940s and 1950s, and the community began a rapid change from agricultural to residential land use. Throughout the past forty years, residential growth has continued. Businesses, schools, churches, fire and police departments, and sewer and water systems continued to grow or are expanded as needed to serve the growing population. South Ogden City now includes a comfortable mix of mostly residential, commercial, and institutional land use. (Draayer, 1985)

The development and growth rate in South Ogden City has slowed in recent years as the City approaches build-out. The City is now estimated to be over 90 percent fully developed, with remaining undeveloped properties located mostly at the City's south end. The majority of the property in South Ogden City is occupied by existing residential and commercial development or is permanently preserved as parks and open spaces. In the past several years, redevelopment and development of small parcels with multi-family housing have been the primary drivers of growth within the City. This trend is expected to continue, and most of South Ogden's future growth is likely to come from land redevelopment with higher-density housing.

Population estimates for the past 12 years and projected population in the Year 2032 are given in Table 2-1. The population estimates indicate a stable population with relatively slow growth over the past decade. The average rate of population growth over the past ten years is less than 1 percent per year.

The population estimates for past years were obtained from the United States census reports. The population numbers represent the average population during the year. The future population was projected based on the 2020 census with a 1% annual growth rate.

**TABLE 2-1. POPULATION ESTIMATES**

<b>Year</b>	<b>Population</b>
2010	16,530
2011	16,600
2012	16,700
2013	16,700
2014	16,800
2015	16,900
2016	17,000
2017	17,100
2018	17,300
2019	17,300
2020	17,490
2021	17,700
2022	17,800
2032	19,300

## ***WATER SYSTEM PROFILE***

The South Ogden City culinary water system currently provides drinking water to approximately 17,800 people residing in a service area that is defined by the city boundaries. Water system facilities and City boundaries are shown on the attached maps in Appendix A. The system supplies water to a total of 5,291 service connections. Existing services include approximately 5,036 residential connections, 232 commercial connections, and 23 institutional connections. Equalization and emergency storage are provided by five gravity feed reservoirs with a combined total capacity of 5 MG. Based on the Utah Division of Drinking Water Standards, the existing reservoirs meet minimum storage volume requirements for equalization and emergency conditions.

Most of the water distribution system service connections are fed from 6-inch and 8-inch diameter water lines. Larger diameter water mains connect water sources to reservoirs and provide the major distribution grid. Older pipes are typically cast iron or ductile iron. More recently installed waterlines have been ductile iron or polyvinyl chloride (PVC) pipe. South Ogden City staff report that the water distribution system is in generally good condition. The water distribution system is divided into five major pressure zones using storage reservoir elevations and pressure-reducing valves to maintain delivery pressures generally between 45 psi and 90 psi.



## WATER RESOURCES INVENTORY

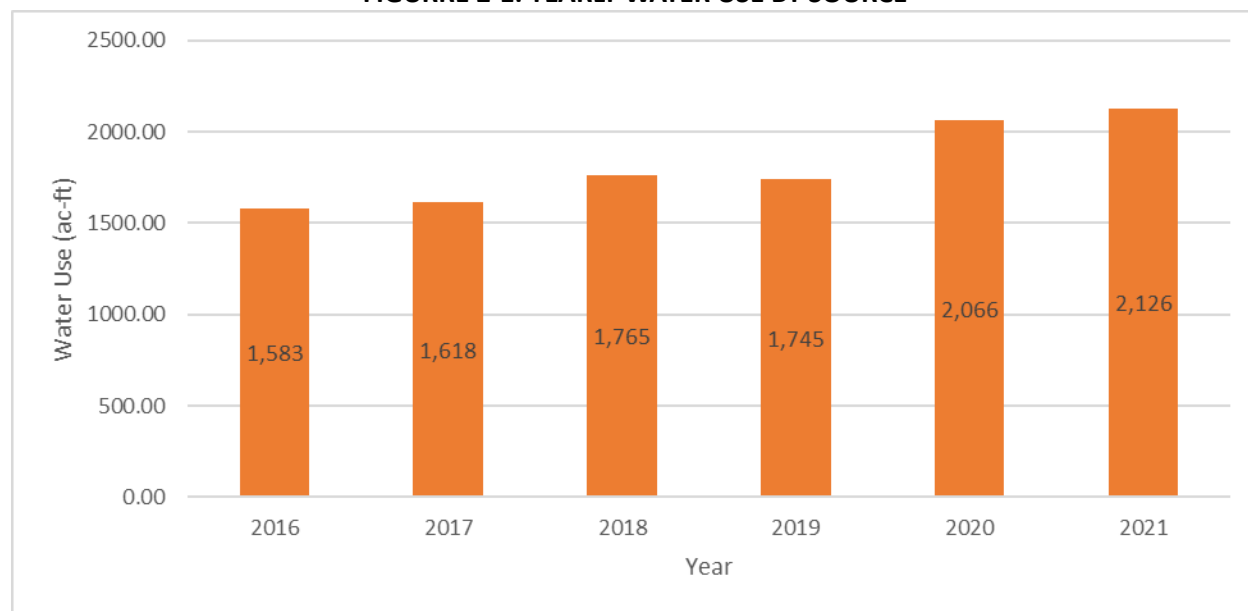
### Existing Water Sources

South Ogden City's water sources include surface water from Burch Creek, Strong Canyon, and Waterfall Canyon; wholesale water purchases from Weber Basin Water Conservancy District (WBWCD); and an existing well located in Washington Terrace. The existing well is inactive but could supply additional water under emergency conditions.

All of South Ogden City's culinary water supply is currently delivered through metered connections to WBWCD. South Ogden City has a long-term contract for the purchase of 785 acre-feet of culinary water per year from WBWCD, and WBWCD also delivers treated culinary water that is exchanged for water from the City's surface water sources. Surface waters from Burch Creek, Strong's Canyon, and Waterfall Canyon are conveyed to a treatment facility owned and operated by WBWCD and exchanged for treated water. The WBWCD metering provides accurate and dependable totals for the total delivered water. However, the accounting for the exchange of water from Burch Creek, Strong's Canyon, and Waterfall Canyon is less precise. Generally, the difference between the total amount metered at the WBWCD connections and the 785 acre-feet contract amount is assumed to be provided by the exchange of water from the surface water sources.

As measured by master meters at the WBWCD connections, yearly volumes of water are presented in Figure 2-1.

**FIGURE 2-1. YEARLY WATER USE BY SOURCE**



## Water Rights

South Ogden City has water rights for surface water from Burch Creek, Strong's Canyon, and Waterfall Canyon. The City also has water rights for groundwater from a well designated as the Washington Terrace well. The Washington Terrace Well is inactive. Water Rights are summarized in Table 2-2. The City's water rights do not currently limit the supply from the available water sources.

**TABLE 2-2. SUMMARY OF WATER RIGHTS**

Source	W.R. #	Type/Status	Quantity - Flow	Quantity
Burch Creek	35-8100 (a1370)	Decree / Certificate	1.68 cfs	252 ac-ft
	35-8101	Approved	----	-----
	35-8107	Supplemental to 35-8100	NA	Pond Storage of 400 ac-ft
	35-5633 (a15378)	Decree / Certificate	1.53 cfs	62 ac-ft
	35-5649 (a15498)	Decree / Certificate	3.23 cfs	885 ac-ft
Strong's Canyon Creek & Waterfall Canyon Creek	35-8092 (a15383)	Approved	2.58 cfs	391 ac-ft
	35-8132 (a15383)	Approved	0.96 cfs	289 ac-ft
	35-8983	Approved 98.67% Ownership	0.25 cfs	Unevaluated
Washington Terrace Well	35-12598 (a15383)	Approved/ Segregated from 35-8092	-----	434 ac-ft
	35-531	Certificate	1.114 cfs	Unevaluated
	35-1345 (A34078)	Certificate	1.56 cfs	Unevaluated

Note: Information regarding the City's water rights was obtained from the Utah Division of Water Rights online database. Water rights listed in this table should be considered a preliminary overview. South Ogden City's water rights are complex and include several exchanges and agreements. It is beyond the scope of this study to provide a complete evaluation of the City's water rights.

## Secondary Water Systems

South Ogden City is supplied by two secondary water systems which provide water for outside irrigation to nearly all of the residential, commercial, and institutional connections in South Ogden City. These secondary systems are owned and operated by Weber Basin Water Conservancy District and the South Ogden Conservation District, an entity of Pineview Water. Both secondary water systems are physically and operationally independent from the South Ogden City water system.

## PRESENT WATER REQUIREMENTS

Present water requirements were estimated using records from master meters at water sources. Metered water use records available in electronic files for individual connections were insufficient to provide a comparison with the amounts metered at the sources or to calculate precise water use by the type of service connection. Master meters at the WBWCD connections have typically been read monthly. Daily readings have recently been added to comply with State requirements. The daily readings history is not yet sufficient to provide a reliable measurement for peak day demand, so the peak day use has been estimated based upon monthly totals. Monthly water use as metered at water sources from 2014 through 2020 are given in Table 2-3 and in Appendix C.

**TABLE 2-3. MONTHLY WATER USE**

Month	Water Demand (MG <sup>1</sup> )					
	2016	2017	2018	2019	2020	2021
January	39.72	43.88	63.79	59.57	55.85	56.36
February	42.45	36.80	49.13	46.76	49.34	51.16
March	39.62	40.06	48.87	38.27	49.63	62.31
April	38.93	36.76	36.39	41.45	37.68	54.39
May	35.58	38.39	51.57	42.35	51.86	59.75
June	46.82	54.62	60.37	54.76	67.44	73.47
July	52.29	49.93	58.42	49.03	57.31	58.01
August	54.70	55.53	51.57	43.25	56.96	72.53
September	50.89	46.49	36.49	33.78	58.81	64.10
October	36.36	44.96	29.65	38.52	63.46	47.39
November	37.96	40.19	46.75	58.96	68.09	39.19
December	40.40	39.39	42.14	61.72	56.63	54.02
Total (MG)	515.71	527.00	575.15	568.43	673.07	692.69
Avg Population	17,000	17,100	17,300	17,300	17,490	17,700
GPCD <sup>2</sup>	83	84	91	90	105	107

1. MG - Million Gallons

2. GPCD - Gallons per Capita Day. This value, which includes residential water use, commercial water use, institutional water use, and system losses, is calculated by dividing total annual water use by the resident population and by 365 days per year.

As indicated in Table 2-3, monthly records show an expected seasonal water use pattern that reflects the fact that most of the outside irrigation is supplied by a secondary water system. The maximum seasonal demands still occur in the summer months, but the peak summer water usage is much lower than it would be without a secondary water system.

Water demand for a municipal water system varies not only with the time of the year but also with the time of day. Daily water demand for residential communities typically peaks in the morning hours between 7 and 11 am and again in the evening between 5 and 9 pm. The highest water demand usually occurs during the evenings on hot summer days. The water sources, storage, and distribution system must be adequate to meet the varying demand. Variations in demand are often described by average day demand, peak month demand, peak day demand, and peak hour demand. Definitions of these terms and descriptions of their significance to the water system design and operation are as follows:

**Average Day Demand (ADD)** – Defined as the average rate of water use over an entire year, ADD is typically used to determine the required storage capacity for a water system. Design and construction standards established by the State of Utah require that water systems have storage capacity equal to or exceeding the total demand for one day at the average day demand rate.

**Peak Month Demand (PMD)** - The average rate of water use for the month with the highest total water use.

**Peak Day Demand (PDD)** – Defined as the water use for the day with the highest total water use, PDD is an important criterion for determining the required capacity of the sources and the water distribution system. Design and construction standards established by the State of Utah indicate that water sources must have the physical and legal capacity to meet peak day demands.

**Peak Hour Demand (PHD)** - The average rate of water use for the 1-hour period with the highest total water use during the peak day. Peak hour demand is an important criterion for determining the capacity of the water distribution system. The water distribution system should have sufficient capacity to meet PHD while maintaining an acceptable delivery pressure at all service connections.

Variations in water demand can also be expressed as peaking factors. Peaking factors are the ratios of peak demands to the average demand. Average and peak month demands were calculated from metered records at water sources records for the years 2016 through 2021. Daily and hourly water use records are not yet adequate for direct calculations, so values are estimates. The peak day demand and peak hour demand were estimated from the peak month demand based upon published water use patterns (Hughes, 1979) and water use patterns for other communities in Utah. Peak day demand was assumed to be approximately 20 percent higher than peak month demand, and peak hour demand was assumed to be about twice the peak day demand. These water use patterns are typical for small to moderately sized residential water systems. Table 2-4 summarizes the current average and peak demands and peaking factors.

**TABLE 2-4. CURRENT DEMANDS**

Condition	Total System Demand <sup>1</sup>			Peaking Factor
	(gpcd)	(mgd)	(gpm)	
Average Day	93	1.66	1,150	ADD/ADD = 1.00
Peak Month	119	2.12	1,471	PMD/ADD = 1.27
Peak Day	142	2.53	1,755	PDD/ADD = 1.54
Peak Hour	284	---	3,510	PHD/ADD = 3.07

1. Calculated demand based on metered water use from 2016 to 2021, and a population of 17,800.

## ***FUTURE WATER REQUIREMENTS***

Future water requirements were calculated assuming that water use patterns and per capita water use remain relatively constant. Future water requirements are presented in Table 2-5.

**TABLE 2-5. FUTURE DEMANDS**

Condition	Total System Demand <sup>1</sup>			Peaking Factor
	(gpcd)	(mgd)	(gpm)	
Average Day	93	1.79	1,246	ADD/ADD = 1.00
Peak Month	119	2.30	1,595	PMD/ADD = 1.27
Peak Day	142	2.74	1,903	PDD/ADD = 1.54
Peak Hour	284	---	3,806	PHD/ADD = 3.07

1. Projected demand based on current water use patterns estimated 2032 population of 19,300

Total yearly demand in 2032 conditions is projected to be approximately 2,010 acre-feet. It is expected that the future total demand can be met with continued wholesale purchases and the current exchange agreement through WBWCD. South Ogden City's contract with WBWCD allows the contract amount to be increased as needed. No major facility upgrades are anticipated to increase wholesale purchases from WBWCD. Other alternatives to increase source capacity are upgrading the diversion capacity from the surface water sources or upgrading and activating the existing well.

## SECTION 3 - WATER CONSERVATION PLAN

### *CURRENT WATER CONSERVATION MEASURES*

Current water conservation measures include 1) Public education; 2) Water rates based upon metered water use at service connections; 3) A water meter replacement program; 4) Leak detection and repair for reservoirs, pipelines, and service connections; and 5) Pipeline replacements.

Although it is difficult to evaluate the effectiveness of individual conservation measures, the combination of the existing conservation measures appears to be moderately effective. A review of metered water use records indicates that per capita water use has decreased from over 110 gpcd in the early 1990's to typical water use of less than 90 gpcd in the last decade. In the past two years, water use has jumped to about 107 gpcd. Some of the factors that may be responsible for the recent increase include:

- Higher indoor water use due to people working from home during the pandemic
- Increased use of culinary water for spot irrigation, as secondary water companies have implemented more restrictions on watering schedules during the current drought
- Additional water used for dust control at construction sites during the recent construction boom

It should be noted that the per capita water use amounts given in this report include residential water use, commercial water use, institutional water use, and other water system losses. Residential per capita water use for South Ogden City, as estimated from individual meters, is approximately 20% less than the total per capita water use amounts.

### Public Education

South Ogden City provides a monthly newsletter. Several times a year, water conservation articles are included in the newsletter. South Ogden City will include information about rebates offered by Weber Basin Water Conservancy District for water saving products.

### Water Rates

South Ogden City has established water rates that generate sufficient income to fund the operation, maintenance, and capital improvement costs of the water system. Water rates are the same for all customer classes. Monthly charges for each service connection consist of a base rate which is set by the meter size, and a water volume charge based upon actual water use as determined from meter readings. Water meters are read every month. The two-part rate structure is given below:

Base Rate =	\$10.30 per connection
Volume Charge = 0 - 3,999 gallons	\$1.29 per 1000 gallons
Volume Charge = 4,000 - 7,999 gallons	\$2.83 per 1000 gallons

Volume Charge = 8,000 - 10,999 gallons	\$3.35 per 1000 gallons
Volume Charge = 11,000 - 15,999 gallons	\$3.86 per 1000 gallons
Volume Charge = Over 16,000 gallons	\$4.12 per 1000 gallons

South Ogden City's water rates are structured to generate sufficient income and to discourage water waste by charging for the amount of water used. The effectiveness of South Ogden City's rate structure as a water conservation measure is unknown. Available literature indicates that water rates similar to South Ogden City's are somewhat effective in reducing peak period demand associated with outside watering but have limited impact on indoor water use.

## Water Meter Replacement

South Ogden City has recently completed a program of upgrading all meters to radio read meters. The radio read meters have reduced overall meter reading costs. The City will continue evaluating metering data for potential water conservation opportunities.

Currently, nearly all of the existing meters are in good condition, but the City still evaluates meter performance and replaces meters as needed. Meters are selected for replacement based upon their age and any observed problems. In addition to the meter replacement program, meters are checked if accuracy problems are suspected.

## Pipeline Replacement

Aging waterlines with repeated leaks are identified and scheduled for replacement. Replacement is scheduled based upon the capital facilities plan, availability of funds, and opportunities for coordination with roadway maintenance. A significant waterline replacement project is typically undertaken each year. Recently completed and ongoing pipeline replacement projects include:

675 East Waterline (2020) - \$190,000  
 Steel Tanks Waterline (2020) - \$430,000  
 Oak Drive Waterline (2021 – 2022) - \$530,000

## Storage Tank Maintenance

South Ogden City's Water storage tanks are cleaned and maintained on a regular basis. Traditionally, any maintenance requires the City to drain the tank before the work is performed. South Ogden City has recently contracted with a firm that performs routine maintenance using scuba divers. This allows the work to be done without draining the tank, thereby keeping the water in storage instead of draining the tank.

During an inspection in 2019, the divers discovered significant leaks from cracks in the Burch Creek Tank. The tank was drained, cleaned, and the cracks were sealed. After the repairs were completed, the tank was disinfected and placed back in service. Timely identification of the water leak reduced the loss of culinary water.

## ***ADDITIONAL WATER CONSERVATION MEASURES***

Additional water conservation measures that could be implemented by South Ogden City are presented below.

### **Additional Public Education**

The City can expand its public education efforts to provide a more comprehensive program that encourages efficient watering of lawns and gardens, landscaping with drought-resistant plants, use of low-flow plumbing fixtures, and other water-saving practices. During recent summers, the City has measured higher water use during summer months. It appears that residents may be spot watering with culinary water as secondary water suppliers have implemented more restrictive watering schedules in response to the drought. Public education about efficient outside irrigation may help reduce culinary water used for irrigation even with secondary water systems providing service to nearly all of South Ogden City.

If residents can be encouraged through public education to adopt water-saving practices, the water savings can be significant. Research by the Utah Division of Water Resources indicates that a typical household in the Salt Lake City area can reduce outdoor water use by approximately 25,000 gallons per year by efficient watering of lawns and gardens, and a typical household can reduce indoor use by 20,000 gallons per year by adopting water-saving practices and installation of low-flow plumbing fixtures. (Utah Division of Water Resources, 2002) These amounts equate to water savings of approximately 24 gpcd and 16 gpcd, for outdoor and indoor water use, respectively. Because a portion of South Ogden City is served by independent secondary water systems, the potential reduction in outdoor water use for the City's culinary water system is much less 25,000 gallons per year indicated. However, the potential reduction in water use is still significant.

The cost of the public education program will be minimal if the current City newsletter is used to provide information. Resources for a public education program are available online from the Utah Division of Water Resources at <http://www.conservewater.utah.gov>. This website includes numerous water-saving tips and guidelines for outside watering. The website links to other water conservation information sources. Water-saving tips from the Division of Water Resources website are provided in Appendix B.

### **Water Conservation Committee**

A water conservation committee consisting of community leaders, City staff, and residents could assist with the public education program, identify water use concerns, and recommend water conservation measures.

### **Additional Metering at City Facilities**

Metering water use at City parks and facilities may help identify potential water use concerns and opportunities for water conservation.



## Analysis of Metered Use at Individual Connections

When sufficient data is available, water use metered at service connections can be analyzed and compared to water use metered at the water sources. Results of this comparison can may help determine the water system losses significant volumes through non-metered connections, faulty meters, or undetected leaks. Analysis of metered use at individual connections could also help homeowners understand and evaluate their own water use for water-saving opportunities.

## *WATER CONSERVATION GOALS*

The goal of South Ogden City's water conservation plan is to reduce future water use (per capita) while maintaining a financially viable water delivery system. A water conservation goal amount for the next ten years was established based upon the reduction of outdoor use by 20% and indoor use by 5%. It is anticipated that this goal can be achieved by continuing existing water conservation measures and additional public education efforts. The calculation of the water conservation goal amount is given below.

### Outdoor Water Use Conservation Goal Amount:

Average Winter Use = 96 gpcd (2021 – Jan. through Mar., Oct. through Dec.)

Average Summer Use = 119 gpcd (2021 – Apr. through Sept.)

Outdoor Use =  $(119 \text{ gpcd} - 96 \text{ gpcd})(182 \text{ days})(17,700 \text{ persons}) = 74.1 \text{ MG}$

20% Reduction =  $(0.2) (74.1 \text{ MG}) = 14.8 \text{ MG}$

### Indoor Water Use Conservation Goal Amount:

Indoor Use =  $96 \text{ gpcd} (365 \text{ days})(17,700 \text{ persons}) = 620.2 \text{ MG}$

5% Reduction =  $(0.05) (620.2 \text{ MG}) = 31.0 \text{ MG}$

### Total Conservation Goal Amount:

Total =  $14.8 \text{ MG} + 31.0 \text{ MG} = 45.8 \text{ MG}$

**Goal for Per Capita Water Reduction =  $(45.8 \text{ MG})/(365 \text{ days})/(17,720 \text{ people}) = 7.1 \text{ gpcd}$**

## ***COST ANALYSIS***

With the exception of eliminating leaks and spills, successful water conservation measures will decrease the water sales revenue received by the water system. Water conservation measures also have the potential to decrease the expenses of the water system. In the long term, the loss of water sales revenue resulting from conservation will be approximately balanced by lower capital and operational costs. Water rates should be reviewed periodically by the City to determine if adjustments are necessary. Any short-term loss in water sales revenue should not discourage water conservation. To understand the advantages of water conservation, the City should consider the long-term benefits of reducing water use. Long-term benefits include a reduction in future capital costs for new facilities and the preservation of water resources.

Water conservation will benefit residents of South Ogden City through lower water utility bills. Reducing water use by an average of 7.1 gpcd will reduce the annual water bill for a typical connection by approximately *\$22 per year*. *With approximately 5,300 connections*, this equates to a combined total savings of nearly \$116,600 per year.

## ***WATER CONSERVATION PLAN UPDATE***

The water conservation plan should be reviewed and updated periodically. It is recommended that the plan be reviewed by the Public Works Director and the Water System Manager on an annual basis to determine if an update is necessary. Factors that should be considered in the annual review include development trends, progress toward conservation goals, water use trends, and the financial stability of the water utility. The Water Conservation Plan should be updated if significant changes to these factors are noted. An overall update of the water conservation plan is required no less than every five years

## SECTION 4 – EMERGENCY RESPONSE

### *OVERVIEW*

This emergency water conservation response is a brief summary of recommended steps that may be taken in response to the loss of a water source or an essential facility. The City has also developed more comprehensive security and emergency response guidelines as required by federal regulations (Public Health Security and Bioterrorism Preparedness and Response Act of 2002).

### *CLASSIFICATION OF EMERGENCY*

The level of emergency will be classified according to the impact of the event upon the City's water sources and the remaining source capacity available to meet system demands. Average and peak demands, as defined in Section 2 of this document, can be used as guidelines for classifying the event. It will be the responsibility of the South Ogden City Public Works Director to determine the classification of the emergency and the level of response required. Given below are suggested emergency classification descriptions and the recommended responses.

#### **Level 1 - Normal (Routine)**

**Description:** Water sources are meeting peak day demands, and the combination of water sources and storage reservoirs are meeting peak hour demands.

**Response:** No response beyond standard procedures is required.

#### **Level 2 - Alert (Minor Emergency)**

**Description:** Water sources are unable to meet the peak day demand.

**Response:**

- Monitor the situation on a 24-hour basis
- Notify personnel as needed
- Notify Mayor and City Council
- Review applicable plans and standard operating procedures
- Review status of equipment and supplies
- Eliminate irrigation of city property
- Notify the public and request voluntary conservation

### Level 3 - Major Emergency

**Description:** Water sources are unable to meet the average day demand.

**Response:**

- Accelerate repairs or procurement of needed equipment
- Place personnel on standby status
- Contact outside resources for additional assistance or emergency connections to neighboring communities
- Prohibit all outside water use and strictly enforce conservation policies
- Notify the public and request voluntary conservation

### Level 3 - Disaster

**Description:** Water sources capacity is less than 75% of the average day demand.

**Response:**

- Request outside assistance as necessary
- Restore equipment and supplies to a full operation status
- Notify the public and explain the urgency of voluntary conservation
- Physically restrict water supplies to (in order of importance) non-essential city facilities, commercial businesses, residential areas, and any other "non-life support" areas while ensuring supplies to hospitals, nursing homes, and other health care facilities.
- If unable to maintain service to all areas, establish drinking water distribution points, ration remaining water, and arrange for trucks, trailers, and water tanks for water distribution.

## REFERENCES

Draayer, Ida D., 1985. *South Ogden City, Utah History 1848-1984*.

Jones and Associates Consulting Engineers, January 2000. *South Ogden City Corporation Culinary Water Master Plan Update*.

Jones and Associates Consulting Engineers, February 1999. *South Ogden City Corporation Water Conservation Plan*.

Landmark Design, November 2007, *South Ogden City General Plan Update*.

Hughes, Trevor C. and Robert Gross, May 1979. *Domestic Water Demand in Utah*. Water Resources Laboratory Report. Utah State University, Logan, Utah.

Hydro Dynamics Water Rights Consultants, July 1997. *The Water Rights of South Ogden City With Emphasis of Burch Creek*.

State of Utah, Division of Drinking Water, 2003. *Utah Public Drinking Water Standards*, R309, Facility Design and Operation. Utah Drinking Water Board and the Utah Division of Drinking Water.

State of Utah, Division of Water Resources, July 2002. *Identifying Residential Water Use. Survey Results and Analysis of Residential Water Use for Thirteen Communities in Utah*.

State of Utah, Division of Water Resources, 2022. Web Site - <http://www.conservewater.utah.gov>.

State of Utah, Water Conservation Act, Revised 1999. Utah State Legislature House Bill 153.

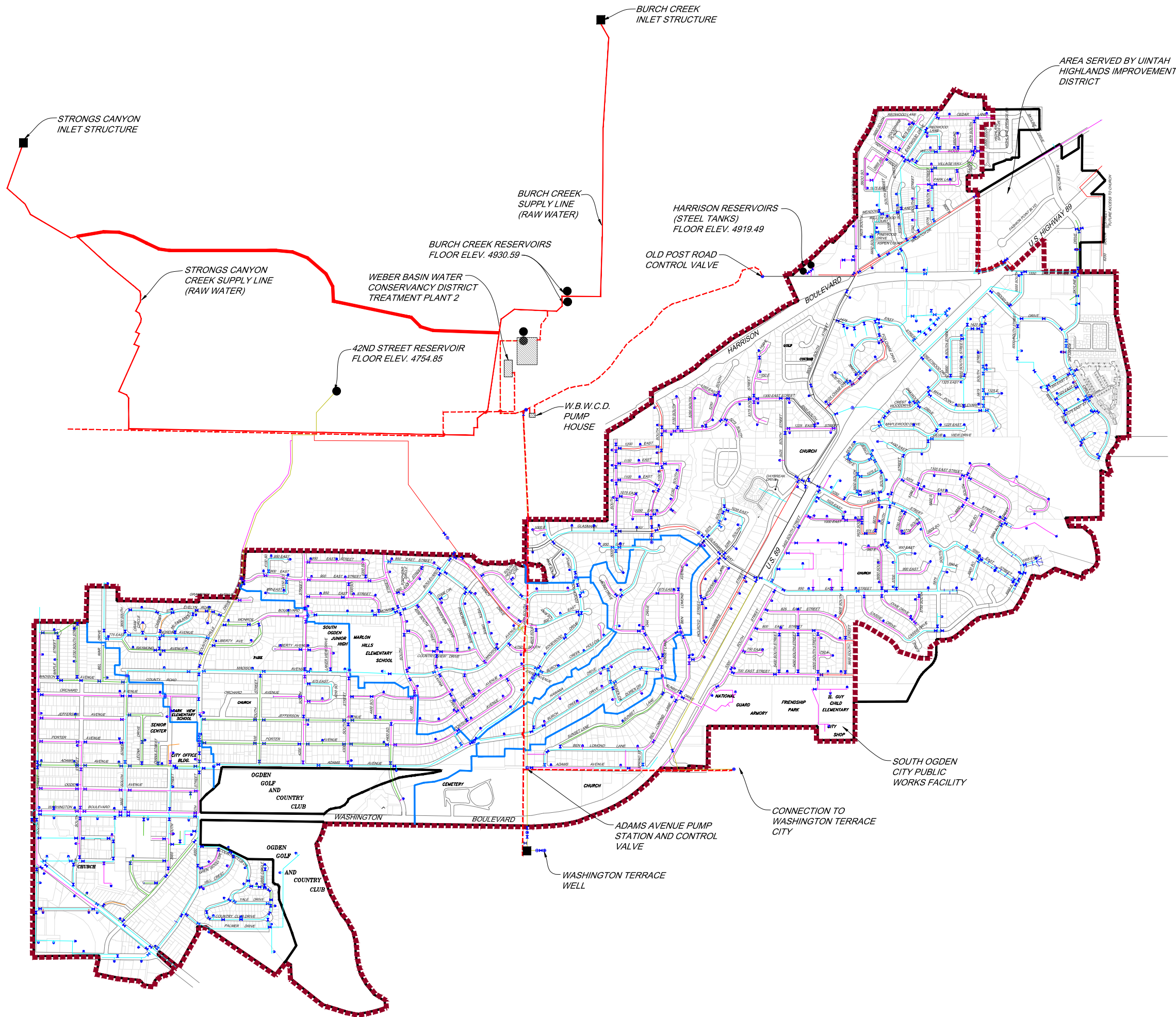
Wasatch Civil Consulting Engineering, April 2008. *South Ogden City Culinary Water Capital Facilities Plan and Impact Fee Analysis*.

Wasatch Civil Consulting Engineering, March 2004. *South Ogden City Water Conservation Plan 2004*.

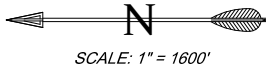
## **APPENDIX A**

### **WATER SYSTEM MAPS**

\\192.168.1.249\WC-ONEDRIVE\WASATCH CIVIL\WCE-CAD - DOCUMENTS\07-SOC\100-WATER\WATER-STUDY\DWG\BASE.DWG 12/15/2021 4:34:56 PM



# SOUTH OGDEN CITY CORPORATION



## LEGEND

- STUDY AREA BOUNDARY
- PRESSURE ZONE BOUNDARY
- SOUTH OGDEN CITY BOUNDARY
- WEBER BASIN WATERLINE
- 2" CULINARY WATERLINE
- 4" CULINARY WATERLINE
- 6" CULINARY WATERLINE
- 8" CULINARY WATERLINE
- 10" CULINARY WATERLINE
- 12" CULINARY WATERLINE
- 14" CULINARY WATERLINE
- FIRE HYDRANT
- WATER VALVE
- PRESSURE REDUCING STATION
- WELL
- METER
- AIR RELEASE VALVE
- CHECK VALVE

## EXISTING CULINARY WATER SYSTEM MAP

EXHIBIT  
1

## **APPENDIX B**

### **WATER CONSERVATION TIPS**



Note: The following water-saving tips were obtained from the Utah State Division of Water Resources website at <http://conserverwater.utah.gov>.

### **Tips for Saving Water Indoors**

1. Perform an annual maintenance check on your evaporative (swamp) cooler. Check for and fix any leaks you find.
2. Wash only full loads in your washing machine, or adjust the water level to reflect the size of the load.
3. Pay attention to your water bill and become familiar with your water meter. Use them to track your water use and detect leaks.
4. Purchase appliances that offer water and energy-efficient cycle options.
5. Fix leaky plumbing fixtures, faucets, and appliances in the house.
6. Show children how to turn off the faucets completely after each use.
7. Locate your master water shutoff valve so that water can be saved if a pipe bursts.
8. Install aerators on every faucet. This could save you as much as 1 gallon every minute you use them.
9. Be aware! Listen for drips and leaks around the house.

### **Tips for Saving Water in the Bathroom**

1. Switch to an ultra low-flow showerhead. This could save you as much as 2.5 gallons every minute you shower.
2. Take shorter showers. Try to keep it under 5 minutes.
3. Install ultra-low-flush toilets or place a plastic bottle filled with water or sand in your toilet tank to reduce the amount of water used in each flush.
4. Put dye tablets or food coloring in your toilet tank and wait to see if the color appears in the bowl (without flushing). If it does, you have a leak!
5. Check to ensure that your toilet's flapper valve doesn't stay open after flushing.
6. When taking a bath, start filling the tub with the drain already plugged instead of waiting first for the water to get warm. Adjust the temperature as the tub begins to fill.
7. Turn the faucet off while you shave, brush your teeth, and lather up your hands.
8. Don't use the toilet as a garbage can. Place a trash can next to the toilet and use it instead.
9. Buy an electric razor or fill the sink with a little water to rinse your razor instead of rinsing it in running water.
10. Take a short shower instead of a bath. While a five-minute shower uses 12 to 25 gallons, a full tub requires about 70 gallons.

### **Tips for Saving Water in the Kitchen**

1. If you wash dishes by hand, fill one half of the sink with soapy water and the other with clean water instead of letting the water run.
2. Place a pitcher of water in the refrigerator instead of letting the tap run to get a cool drink.
3. Water your houseplants with water saved from washing your fruits and vegetables, waiting for the water to warm up, or even when you clean your fish tank!
4. Select one glass to use for drinking each day. If you do this, your dishwasher will take longer to fill up, and it will not need to be run as frequently.

5. Thaw foods in the refrigerator or in a bowl of hot water instead of using running water.
6. Let your pots and pans soak instead of letting the water run while you clean them.
7. Purchase an instant water heater for your kitchen sink, so you don't waste water while it heats up.
8. Scrape the food on your dishes into the garbage instead of using water to rinse it down the disposal.

### **Tips for Saving Water Outdoors**

1. Try planting drought-tolerant and regionally adapted plants in areas that are hard to water or that receive little use. This may include narrow strips near sidewalks or driveways and steep hills.
2. Cover pools and spas to avoid evaporation.
3. Sweep your driveways and sidewalks with a broom instead of spraying them off with a hose.
4. Check outdoor faucets, pipes, hoses, and pools for leaks.
5. Change your lawn mower to a 3-inch clipping height, and try not to cut off more than one-third of the grass height when you mow.
6. Consider replacing infrequently used lawn areas with low-water-use plants or ground covers.
7. Apply as little fertilizer to your lawn as possible. Applying fertilizer increases water consumption and actually creates more mowing for you! Use iron-based fertilizers to simply "green-up" your lawn instead.
8. Recycle and reuse the water in fountains and other ornamental water fixtures.
9. Check the level in your pool using a grease pencil. Your pool shouldn't lose more than ¼- inch each day. If it is losing more than this, check elsewhere for leaks.
10. Avoid bursting or freezing pipes by winterizing your outdoor spigots.
11. Use a bucket of soapy water to wash your car, or simply place a shutoff nozzle on the end of your hose.

### **Tips for Saving Water in your Landscape**

1. Visually inspect your sprinkler system once a month during daylight hours. Check and fix any tilted, clogged, or broken heads. Although watering at night is recommended, you won't notice problems with your system unless you see it in operation.
2. Avoid watering your landscape during the hottest hours of the day (10 am until 6 pm) to minimize evaporation.
3. Water your landscape in cycles by reducing the number of minutes on your timer and using multiple start times spaced one hour apart. This allows the water to soak into the soil and avoids runoff.
4. Water your lawn only when it needs it. If you leave footprints on the grass, it is usually time to water.
5. Turn your sprinkler system off during or after a rainstorm and leave it off until the plants need to be watered again.
6. Consider installing an automatic rain shutoff device on your sprinkler system.
7. Install drip irrigation systems for trees, shrubs, and flowers.
8. Check your sprinkler valves for leaks when checking all your heads.
9. Avoid watering your lawn on windy days.
10. Try to add more days between watering. Allowing your lawn to dry out between watering creates deeper roots and allows you to water deeper and less often.

11. Place a rain gauge in your backyard to monitor rainfall and irrigation.
12. Set the kitchen timer when you water by hose.
13. Test soil moisture with a soil probe or screwdriver before you water. If the soil is moist, don't water!
14. Watch out for broken sprinklers, open hydrants, broken pipes and any other significant water losses in your community. Be sure to notify the property owner or the water district of the problem.
15. Make sure the water coming out of your sprinklers is not misting and drifting away in the wind. This is usually caused by too high of pressure. If necessary, install a pressure reducer on your sprinkler line.
16. Turn back your automatic timers in the spring and fall. Water only once or twice a week during the spring and fall.

#### **Tips for Saving Water when Planting**

1. Plant your garden when temperatures are cooler and plants require less water. This is also less stressful for the plants.
2. Use a thick layer of mulch around landscape plants and on bare soil surfaces. This reduces evaporation, promotes plant growth and reduces weeds.
3. Collect the runoff from your roof in a barrel and use it on your plants and garden.
4. Arrange plants in your garden according to watering need. This is called "Hydrozoning".
5. Remove weeds from the garden. This helps cut down on excess water consumption due to plant competition.
6. Don't overreact and try to drown the brown spots in your lawn. Simply moisten the area up a bit and the grass will green up in a few days.
7. Create a compost pile and use it in your yard to add needed nutrients and organic matter to the soil.
8. Don't over-water your plants. Learn how much water they need and how best to apply just the right amount

## **APPENDIX C**

### **WATER USE RECORDS**

Client: South Ogden City  
 Project: Water Conservation Plan  
 Feature: Metered Water Use from 2016 to 2021  
 Proj.#: Water Conservation Plan  
 Date: 6/26/22

Year - 2016

Month	SO Sources (AF)	WBWCD (AF)	Total (AF)	Total (MG)	Population	Demand (GPCD)	Connections	Demand (gpm/conn.)	Peaking Factor
Jan	0.00	121.90	121.90	39.72	17420.00	74	5501	0.16	0.91
Feb	0.00	130.30	130.30	42.45	17420.00	87	5501	0.19	1.07
Mar	0.00	121.60	121.60	39.62	17420.00	73	5501	0.16	0.90
Apr	0.00	119.50	119.50	38.93	17420.00	74	5501	0.16	0.92
May	0.00	109.20	109.20	35.58	17420.00	66	5501	0.14	0.81
Jun	0.00	143.70	143.70	46.82	17420.00	90	5501	0.20	1.10
Jul	0.00	160.50	160.50	52.29	17420.00	97	5501	0.21	1.19
Aug	0.00	167.90	167.90	54.70	17420.00	101	5501	0.22	1.25
Sep	0.00	156.20	156.20	50.89	17420.00	97	5501	0.21	1.20
Oct	0.00	111.60	111.60	36.36	17420.00	67	5501	0.15	0.83
Nov	0.00	116.50	116.50	37.96	17420.00	73	5501	0.16	0.90
Dec	0.00	124.00	124.00	40.40	17420.00	75	5501	0.16	0.92
Total	0.00	1582.90	1582.90	515.71	17420.00	81	5501	0.18	

Year - 2017

Month	SO Sources (AF)	WBWCD (AF)	Total (AF)	Total (MG)	Population	Demand (GPCD)	Connections	Demand (gpm/conn.)	Peaking Factor
Jan	0.00	134.69	134.69	43.88	17091.00	83	5397	0.18	1.02
Feb	0.00	112.94	112.94	36.80	17091.00	77	5397	0.17	0.95
Mar	0.00	122.97	122.97	40.06	17091.00	76	5397	0.17	0.93
Apr	0.00	112.84	112.84	36.76	17091.00	72	5397	0.16	0.88
May	0.00	117.84	117.84	38.39	17091.00	72	5397	0.16	0.89
Jun	0.00	167.66	167.66	54.62	17091.00	107	5397	0.23	1.31
Jul	0.00	153.25	153.25	49.93	17091.00	94	5397	0.21	1.16
Aug	0.00	170.43	170.43	55.53	17091.00	105	5397	0.23	1.29
Sep	0.00	142.69	142.69	46.49	17091.00	91	5397	0.20	1.12
Oct	0.00	137.99	137.99	44.96	17091.00	85	5397	0.19	1.05
Nov	0.00	123.37	123.37	40.19	17091.00	78	5397	0.17	0.97
Dec	0.00	120.89	120.89	39.39	17091.00	74	5300	0.17	0.93
Total	0.00	1617.56	1617.56	527.00	17091.00	84	5389	0.19	

Year - 2018

Month	SO Sources (AF)	WBWCD (AF)	Total (AF)	Total (MG)	Population	Demand (GPCD)	Connections	Demand (gpm/conn.)	Peaking Factor
Jan	60.00	135.80	195.80	63.79	17950.00	115	5669	0.25	1.41
Feb	40.00	110.80	150.80	49.13	17950.00	98	5669	0.21	1.21
Mar	30.00	120.00	150.00	48.87	17950.00	88	5669	0.19	1.08
Apr	0.00	111.70	111.70	36.39	17950.00	68	5669	0.15	0.83
May	10.00	148.30	158.30	51.57	17950.00	93	5669	0.20	1.14
Jun	40.00	145.30	185.30	60.37	17950.00	112	5669	0.25	1.38
Jul	10.00	169.30	179.30	58.42	17950.00	105	5669	0.23	1.29
Aug	10.00	148.30	158.30	51.57	17950.00	93	5669	0.20	1.14
Sep	0.00	112.00	112.00	36.49	17950.00	68	5669	0.15	0.84
Oct	0.00	91.00	91.00	29.65	17950.00	53	5669	0.12	0.66
Nov	70.00	73.50	143.50	46.75	17950.00	87	5669	0.19	1.07
Dec	69.85	59.50	129.35	42.14	17950.00	76	5300	0.18	1.00
Total	339.85	1425.50	1765.35	575.15	17950.00	88	5638	0.19	

Year - 2019

Month	SO Sources (AF)	WBWCD (AF)	Total (AF)	Total (MG)	Population	Demand (GPCD)	Connections	Demand (gpm/conn.)	Peaking Factor
Jan	60.00	122.85	182.85	59.57	18450.00	104	5827	0.23	1.28
Feb	40.00	103.52	143.52	46.76	18450.00	91	5827	0.20	1.12
Mar	30.00	87.47	117.47	38.27	18450.00	67	5827	0.15	0.83
Apr	0.00	127.22	127.22	41.45	18450.00	75	5827	0.16	0.92
May	10.00	120.00	130.00	42.35	18450.00	74	5827	0.16	0.91
Jun	40.00	128.07	168.07	54.76	18450.00	99	5827	0.22	1.22
Jul	10.00	140.48	150.48	49.03	18450.00	86	5827	0.19	1.06
Aug	10.00	122.76	132.76	43.25	18450.00	76	5827	0.17	0.93
Sep	0.00	103.69	103.69	33.78	18450.00	61	5827	0.13	0.75
Oct	0.00	118.24	118.24	38.52	18450.00	67	5827	0.15	0.83
Nov	70.00	110.97	180.97	58.96	18450.00	107	5827	0.23	1.31
Dec	69.85	119.59	189.44	61.72	18450.00	108	5300	0.26	1.46
Total	339.85	1404.86	1744.71	568.43	18450.00	84	5783	0.19	

Year - 2020

Month	SO Sources (AF)	WBWCD (AF)	Total (AF)	Total (MG)	Population	Demand (GPCD)	Connections	Demand (gpm/conn.)	Peaking Factor
Jan	70.00	101.43	171.43	55.85	17446.00	103	5509	0.23	1.27
Feb	65.00	86.44	151.44	49.34	17446.00	101	5509	0.22	1.25
Mar	60.00	92.34	152.34	49.63	17446.00	92	5509	0.20	1.13
Apr	20.00	95.64	115.64	37.68	17446.00	72	5509	0.16	0.89
May	35.00	124.19	159.19	51.86	17446.00	96	5509	0.21	1.18
Jun	70.00	137.01	207.01	67.44	17446.00	129	5509	0.28	1.59
Jul	30.00	145.90	175.90	57.31	17446.00	106	5509	0.23	1.31
Aug	25.00	149.84	174.84	56.96	17446.00	105	5509	0.23	1.30
Sep	50.00	130.52	180.52	58.81	17446.00	112	5509	0.25	1.39
Oct	70.00	124.79	194.79	63.46	17446.00	117	5509	0.26	1.45
Nov	90.00	118.98	208.98	68.09	17446.00	130	5509	0.29	1.60
Dec	55.44	118.37	173.81	56.63	17446.00	105	5300	0.24	1.34
Total	640.44	1425.45	2065.89	673.07	17446.00	106	5492	0.23	

Year - 2021

Month	SO Sources (AF)	WBWCD (AF)	Total (AF)	Total (MG)	Population	Demand (GPCD)	Connections	Demand (gpm/conn.)	Peaking Factor
Jan	60.00	112.98	172.98	56.36	17720.00	103	5291	0.24	1.34
Feb	55.00	102.02	157.02	51.16	17720.00	103	5291	0.24	1.34
Mar	70.00	121.26	191.26	62.31	17720.00	113	5291	0.26	1.48
Apr	60.00	106.94	166.94	54.39	17720.00	102	5291	0.24	1.33
May	70.00	113.40	183.40	59.75	17720.00	109	5291	0.25	1.42
Jun	70.00	155.51	225.51	73.47	17720.00	138	5291	0.32	1.80
Jul	45.00	133.05	178.05	58.01	17720.00	106	5291	0.25	1.38
Aug	70.00	152.63	222.63	72.53	17720.00	132	5291	0.31	1.72
Sep	50.00	146.76	196.76	64.10	17720.00	121	5291	0.28	1.57
Oct	50.00	95.47	145.47	47.39	17720.00	86	5291	0.20	1.13
Nov	20.00	100.29	120.29	39.19	17720.00	74	5291	0.17	0.96
Dec	50.56	115.25	165.81	54.02	17720.00	98	5291	0.23	1.28
Total	670.56	1455.56	2126.12	692.69	17720.00	107	5291	0.25	

## **ORDINANCE NO. 22-16**

**AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING SOUTH OGDEN CITY CODE 10-5.1A AND 10-5.1B, CHANGING WHAT THE CITY ALLOWS FOR EXISTING SIGNS AND CREATING A NEW SIGN CATEGORY CALLED NON-COMMERCIAL EXPRESSIVE SIGNS; 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 the Planning Commission has recommended certain changes to the city zoning ordinance as it pertains to Signs; and,

**WHEREAS**, the City Council finds that South Ogden City Code, Title 10, Chapter 5.1 and various of its subsections should be amended by adding new language governing these changes and related regulations for the city; and,

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

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

### **AMENDED SECTION:**

Upon the adoption of this Ordinance, Title 10, Chapter 5.1 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 20<sup>th</sup> day of September, 2022, and after publication or posting as required by law.

DATED this 20<sup>th</sup> day of September, 2022.

SOUTH OGDEN CITY

---

Russell L. Porter, Mayor

ATTEST:

---

Leesa Kapetanov, CMC City Recorder



## **ATTACHMENT "A"**

### **ORDINANCE NO. 22-16**

An Ordinance Of South Ogden City, Utah, Revising And Amending South Ogden City Code 10-5.1a And 10-5.1b, Changing What The City Allows For Existing Signs And Creating A New Sign Category Called Non-Commercial Expressive Signs; Making Necessary Language Changes To The City Code To Effect Those Changes; And Establishing An Effective Date For Those Changes.

20 Sept 22

## 10-5.1A-10-4

### D. Nonconforming Site Characteristics:

1. Intent: To establish regulations for the continuation of site characteristics, such as curb cut quantity, signage, parking, landscaping, or other nonstructural, physical characteristics of a site, that was legally constructed or installed prior to the approval or amendment of this article, but that cannot be created under the provisions of this article.
2. Restrictions To Continuation: A nonconforming site characteristic may continue based upon the following conditions:
  - a. Ten Percent Exception: A site characteristic is not considered nonconforming if the size of the nonconformance is ten percent (10%) or less of this article's requirement.
  - b. Change In Associated Use: The right to continue shall be terminated if the associated use changes or changes in intensity through such additions as an increase in the dwelling units, gross floor area, or capacity by fifteen percent (15%) or more.

#### Signs

1) Single or individual business signs within a multiple business center are exempt from this standard. A new tenant within a multiple business center is permitted to install an individual business sign even if the signage on the lot as a whole is nonconforming, provided that the new sign or signs does not ~~increase the~~ exceed forty (40) square feet and otherwise complies with all other sign requirements. ~~lot's nonconformance.~~

~~1)2)~~ Nonconforming signs may be continued through changes in associated use if the only changes to the sign are changes in sign copy, typography, symbols, and lettering, and the supporting structure of the sign remains unchanged. Nonconforming signs consisting of individual letters and symbols, with individual supporting structures or connections, may be continued through a change in associated use, and the letters and symbols and supporting structures may be changed or modified so long as the overall area and location occupied by the sign remains the same. To the extent possible, nonconforming signs and supporting structures that are changed shall comply with current sign and construction requirements.

~~2)3)~~ Signs with EMBs must be brought into conformance with section 10-5.1A-9-2 of this article by September 30, 2018, regardless of when the EMB sign was installed.

- c. Change In Associated Structure: The right to continue shall be terminated if the associated structure is altered to increase its gross floor area by fifteen percent (15%) or more.

- d. Abandonment: The right to continue shall be terminated if the associated use or structure, conforming or not, is abandoned for a period of twelve (12) consecutive months. [This also applies to signs.](#)

#### 10-5.1B-10-4

#### D. Nonconforming Site Characteristics:

1. Intent: To establish regulations for the continuation of site characteristics, such as curb cut quantity, signage, parking, landscaping, or other nonstructural, physical characteristics of a site, that was legally constructed or installed prior to the approval or amendment of this article, but that cannot be created under the provisions of this article.
2. Restrictions To Continuation: A nonconforming site characteristic may continue based upon the following conditions:
  - a. Ten Percent Exception: A site characteristic is not considered nonconforming if the size of the nonconformance is ten percent (10%) or less of this article's requirement.
  - b. Change In Associated Use: The right to continue shall be terminated if the associated use changes or changes in intensity through such additions as an increase in the dwelling units, gross floor area, or capacity by fifteen percent (15%) or more.

#### [Signs](#)

- 1) Single or individual business signs within a multiple business center are exempt from this standard. A new tenant [within a multiple business center](#) is permitted to install an individual business sign even if the signage on the lot as a whole is nonconforming, provided that the new sign [or signs](#) does not ~~increase the~~ [exceed forty \(40\) square feet and otherwise complies with all other sign requirements.](#) ~~lot's nonconformance.~~

- ~~1)~~2) [Nonconforming signs may be continued through changes in associated use if the only changes to the sign are changes in sign copy, typography, symbols, and lettering, and the supporting structure of the sign remains unchanged. Nonconforming signs consisting of individual letters and symbols, with individual supporting structures or connections, may be continued through a change in associated use, and the letters and symbols and supporting structures may be changed or modified so long as the overall area and location occupied by the sign remains the same. To](#)

the extent possible, nonconforming signs and supporting structures that are changed shall comply with current sign and construction requirements.

~~2)~~3) Signs with EMBs must be brought into conformance with section 10-5.1A-9-2 of this article by September 30, 2018, regardless of when the EMB sign was installed.

- c. Change In Associated Structure: The right to continue shall be terminated if the associated structure is altered to increase its gross floor area by fifteen percent (15%) or more.
- d. Abandonment: The right to continue shall be terminated if the associated use or structure, conforming or not, is abandoned for a period of twelve (12) consecutive months. This also applies to signs.

### 10-21A-3: Applicability; Exemptions

This chapter shall apply to all signs erected in the City, except for the following signs, which shall be exempt from permit requirements:

- A. Traffic and other Municipal signs, house numbers, legal notices, railroad crossing signs, and danger and warning signs.
- B. Memorial tablets or tablets containing the name, date, erection and use of the buildings, when built into the walls of the buildings and constructed of bronze, brass, marble, stone or other incombustible materials.
- C. Non-Commercial Expressive Signs. This may include for-political, campaign, civic, philanthropic or service club, religious, charitable, educational, and any other non-commercial, expressive sign purposes or promotions not otherwise defined herein.
- D. Non-illuminated and non-floodlighted signs having an area not in excess of six (6) square feet on private property.
- E. Nonilluminated and nonfloodlighted commercial signs having an area not over thirty six (36) square feet announcing the destruction or construction or remodeling of a building or announcing the enterprise to be located in a building under construction or announcing the name and address of the architect or contractor of the building, or the owner thereof; provided, that not more than one such sign shall be erected on each street frontage; and also provided, that signs are erected not more than thirty (30) days prior to construction and are removed not more than thirty (30) days after completion.

~~Nonilluminated and nonfloodlighted religious, charitable and educational ground signs having an area not over twelve (12) square feet.~~

- F. Residential Rreal estate for sale signs with a maximum of six (6) square feet or for sale or lease signs for commercial properties no larger than thirty-six (36) square feet.

### 10-21C-20: Non-Commercial, Expressive~~Political Or Campaign~~ Signs

Non-Commercial, expressive signs may include Ppolitical, -or-campaign civic, philanthropic, service club, religious, charitable, educational, and other non-commercial expressive signs not otherwise defined herein. Non-Commercial, expressive signs are permitted under the following provisions: ~~provided that no such sign will be erected earlier than forty five (45) days prior to the election where the candidates or measure will be voted upon and shall be removed within five (5) days after such election, campaign or event, unless the election is a primary election, in which case candidates who stand through the primary election may leave their signs in place until five (5) days after the general election. The candidate or, in the case of a measure or proposition, the sponsoring entity or group, is responsible for removal of all signage and related materials.~~

A. In any zone where signs are permitted, non-commercial, expressive signs are permitted to the same extent and under the same conditions, including size, location, materials, and maximum signage area calculations, as any commercial sign allowed in that zone, with the following exceptions/requirements:

1. Non-commercial expressive signs are exempt from the requirement to obtain a sign permit.
2. Non-commercial, expressive signs may not exceed six feet (6') in height, twelve feet (12') in width, and the total signage allowed shall not exceed thirty six (36) square feet.

B. In any zone where signs are not otherwise permitted, stationary, unlighted, non-commercial, expressive signs are permitted, provided, that any such sign or signs shall not exceed six feet (6') in height, twelve (12) feet in width, and shall not exceed thirty six (36) square feet in area. The following rules will also apply:

1. Non-commercial, expressive political or campaign sign may not be placed in any clear view area or in such a manner as to create a safety hazard, block or obstruct any sidewalk, trail, road, or other right of way, or constitute a public nuisance.
2. Non-commercial, expressive signs shall not be placed on private property, or in the park strip area between the sidewalk and curb fronting on the private property, without the permission of the owner or full-time resident of the property.
3. No non-commercial, expressive sign may be placed in any clear view area or in such a manner as to create a safety hazard, block or obstruct any sidewalk, trail, road, or other right of way, or constitute a public nuisance.
4. No political or campaign sign shall be placed within one hundred fifty feet (150') from a polling place.

~~1. In any zone, no more than one stationary, unlighted, temporary sign per candidate is permitted on any lot or contiguous parcels of land under one ownership on behalf of candidates for public office or measures on the ballot; provided, that any such sign shall not exceed ten feet (10') in height and shall not exceed sixteen (16) square feet in area.~~

~~2.1. No political or campaign sign shall be placed within one hundred fifty feet (150') from a polling place.~~

~~3. No political or campaign sign may be placed in any clear view area or in such a manner as to create a safety hazard or constitute a public nuisance.~~

~~4. Political signs shall not be placed on private property without the property owner's permission. (Ord. 18-04, 5-15-2018, eff. 5-15-2018)~~