



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

**TUESDAY, MARCH 21, 2023, 5PM**

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, March 21, 2023. 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

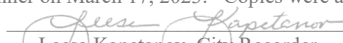
**II. REVIEW OF AGENDA**

**III. DISCUSSION ITEMS**

- A.** Presentation on Pulse Point – Deputy Fire Chief Brandon Storey
- B.** Allowing and Regulating Short-Term Rentals in the City

**IV. ADJOURN**

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on March 17, 2023. 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 24 hours in advance.



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Sudden Cardiac Arrest (SCA) is a leading cause of preventable death. The PulsePoint app alerts bystanders—like you—who can help victims before professional help can arrive.

PulsePoint alerts you to nearby people in need. For every minute that passes before help arrives, SCA survival decreases by 7%-10%. It's like an amber alert for SCA victims.



1 SCA victim in need.



2 911 system sends PulsePoint alert.



3 Signal received by nearby PulsePoint users.



4 Users rush to help the victim before professional help arrives.

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BROUGHT TO  
YOU BY:

SCA KILLS ALMOST  
**1,000**  /DAY  
IN THE U.S.

NEARLY **60%** OF SCA  
VICTIMS DON'T GET CPR  
UNTIL PROFESSIONAL  
HELP ARRIVES.

**13M** AMERICANS ARE  
CPR TRAINED AND  
CERTIFIED ANNUALLY.

THE U.S. SURVIVAL  
RATE FOR SCA IS **11%**  
**WE CAN DO BETTER.**

## CALL 911

PUSH HARD AND FAST  
IN THE CENTER OF THE  
CHEST TO THE BEAT  
OF "STAYIN' ALIVE"  
(100X/MINUTE).

Early CPR and rapid defibrillation  
before an emergency team arrives  
can boost survival by 50%.



# STAFF REPORT



**SUBJECT:** Discussion on Short-Term Rentals  
**AUTHOR:** Leesa Kapetanov  
**DEPARTMENT:** Administration  
**DATE:** March 21, 2023

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## BACKGROUND

Last November, staff forwarded a recommendation from the Planning Commission concerning short-term rentals in the City. At the time, there was buzz circulating that several bills regulating short-term rentals would be considered during the 2023 Utah Legislative Session, so the Council decided to table the item until after the session.

The 2023 Session concluded on March 3, and there was only one bill presented having to do with short-term rentals- HB291. The bill was rejected by both the house and the senate.

Staff is now bringing the item back for the Council's consideration.

## ATTACHMENTS

Previous staff reports and their attachments.

# STAFF REPORT



**SUBJECT:** Short-Term Rentals  
**AUTHOR:** Leesa Kapetanov/Mark Vlasic  
**DEPARTMENT:** Administration  
**DATE:** November 15, 2022

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## RECOMMENDATION

Staff has no recommendation. This is a policy decision that needs to be made by the Council.

## BACKGROUND

The City consistently gets calls asking if we allow short-term rentals. Last spring, staff came to the Council and asked if they would consider allowing them and if they wanted the Planning Commission to look into allowing and regulating them. You answered that you would.

## ANALYSIS

Planner Mark Vlasic wrote a very detailed staff report for the Planning Commission about short-term rentals, the implications, and the pros and cons. I have attached it to this staff report.

The Planning Commission also requested that a survey be taken to see what residents thought about allowing short-term rentals. Can you guess what the results were? You can see the results following Mark's report.

The opinions of the Planning Commissioners on whether short-term rentals should be allowed ranged from those very much for them (Commissioner Layton) to those very much against them (Commissioner Pruess). Commissioner Layton's argument for them was that they were an affordable way for families to visit our City. Commissioner Pruess' argument against was that they undermined the sense of community in both the neighborhood and the City because the people using them had no involvement in either.

In the end, the vote was 5-1 to recommend that short-term rentals be allowed and regulated. The proposed regulations follow the survey results.

## SIGNIFICANT IMPACTS

Since the City does not have a lot of short-term rentals, and we are only allowed to charge a 1% tax on them, I don't know that any impacts will be significant if you choose to allow and regulate short-term rentals.

## **ATTACHMENTS**

Mark Vlasic's Staff Report

Survey Results

Proposed Ordinance

# STAFF REPORT

**SUBJECT:** Discussion on Short-Term Rentals  
**AUTHOR:** Mark Vlastic  
**DEPARTMENT:** City Planner  
**DATE:** August 11, 2022



## CONTINUED DISCUSSION/ADDITIONAL INFORMATION

The Planning Commission previously discussed short-term rentals in April 2022. In July they requested that staff provide additional information regarding current short-term rentals in the city, which follows.

Staff visited several of the leading short-term rental search engines, requesting two-day mid-week stays in late August for two adults, with the following results:

Airbnb	14 rentals available, with a price range of \$75 to \$247 per night
VRBO	11 rentals available, with a price range of \$45 to \$298 per night
Homestay	8 rentals available, with a price range of \$75 to \$2225 per night
Booking.com	0 rentals available
Travelocity.com	0 rentals available

It should be noted that it is difficult to determine the precise number of rentals that are listed, as availability will vary by season, minimum stay lengths, etc. Also, it is possible that some rentals are listed on multiple platforms. That said, it is safe to assume that there are at least 14 rentals in the city at present, and most likely significantly more.

It is also interesting to note that the overwhelming majority of rentals are single family homes, and very few rooms in home or multi-family residential units. Rental descriptions were also interesting, with terms such as “Skiers Delight” and “Ogden Oasis” common.

Perhaps most interesting is the fact Booking.com and Travelocity had no hits in South Ogden. This may indicate that short-term rentals are providing a missing service in the community, since there are no or very limited hotel/motel options in the area.

## INTRODUCTION

The advance of the internet and websites such as Airbnb.com and HomeAway.com made it easy for people to quickly and easily advertise and rent out their homes and spare bedrooms to complete strangers from far-away on the internet. As a result, the number of homes listed for short-term rent has grown into the millions nationally, and many communities are now experiencing the positive and negative consequences of an increased volume of “strangers” in residential communities.

While some of these consequences are arguably positive (increased business for local merchants catering to the tourists and improved maintenance of properties, for example) there are also many potential issues and negative side-effects that local government leaders may want to try to mitigate by adopting sensible and enforceable regulation.

How a community regulates home-sharing and short-term rentals has therefore become one of the hottest topics among local government leaders across the country, and has now emerged in South Ogden as well. The City Council has therefore asked the Planning Commission to investigate the topic and provide direction for their consideration.

The key purpose of this discussion is to first determine whether the existing approach in South Ogden is working, and if not to develop simple, sensible and enforceable local policies and enforcement tools that balance the rights of homeowners with the interests of neighbors and other community members who may only experience the negative side-effects associated with people renting out their homes on a short-term basis.

## BACKGROUND

### What is a short-term rental?

A **short-term rental** is a furnished living space available for short periods of time, from a few days to weeks on end. Short-term rentals are also commonly known as vacation rentals and are considered an alternative to a hotel. They should not be confused with Accessory Dwelling Units or ADUs, which are long-term (> 30 day) rentals associated with homes where the owner of the property must also reside.

### Current short-term rental policy in South Ogden

South Ogden does not currently permit short-term rentals. As a result, no ordinances or enforcement tools in specified for addressing such uses or violations.

### Pros and Cons of short-term rentals (owner/operator perspective)

#### Pros:

- **Owners/operators can make money.** A short term, hotel-style stay means you can charge more at a nightly rate for a couple nights than you might for monthly rent. During popular travel times, you can have a steady flow of visitors as well.
- **Less of a commitment.** Rather than having to commit to a tenant for a long lease, short-term travelers are out of your hair quickly. Or you can determine what specific time periods you'd like to rent out, and when not to.
- **Flexibility.** Even if you don't own a separate property, short-term rentals give you the option to rent out a single room, or even your whole home, if you are on vacation and want to make a little extra cash.
- **Online tools.** Sites such as Airbnb and VRBO make it easy to advertise and manage listings for short-term rentals.

- **Property maintenance** may be less expensive and easier than for long-term rentals – owners/operators are able to spot minor problems before they turn into bigger issues that are expensive to fix.
- **Potential for more tax deductions than long-term rentals.** A vacation rental may allow the owner/operator to deduct a variety of expenses such as security systems, roofs, HVAC, fire systems, insurance, marketplace fees, and travel expenses related to your rental property. The cost of appliances, furniture, or cleaning and maintenance services may also be deductible.
- **Potentially less wear and tear** than a longer-term rental, due to the inconsistent occupancy rates (few days actually using the home) and the tendency of people vacationing or traveling to spend a less time indoors compared to long-term tenants.

#### Cons:

- **Higher maintenance than longer-term rentals.** Managing the arrivals and departures of multiple short-term tenants will take additional time and effort, no matter how much of a system you employ. That also means you'll need to clean your unit or room more often.
- **Local restrictions.** Some cities have special laws for rentals under 30 days, etc. Poorly-informed operators can land in legal trouble as a result.
- **Less culpability for tenants.** While not having to commit to a long-term tenant is one thing, a bad short-term tenant can cause great damage in a small period of time, especially if there's no lease to hold them accountable. Damage deposit can help guard against destructive behavior.
- **May require owners and operators to invest more time and more work In the rental property.** The house or apartment will require substantial cleaning after each set of guests — or even while guests are at the property. Also, owners and operators need to market the rental permanently, pay attention to seasonality and prices, and adjust marketing strategy accordingly. If the owner/operator lives in a different area than the where the rental property is located, they will probably need to hire those services out.
- Owners/operators have **limited ability to select their short-term tenants.** Renting a home or an apartment long-term is a process that starts with vetting potential tenants, including the submission of references, credit history or employment status. Such scrutiny isn't possible with short-term rentals, although the owner/operator can charge deposits, particularly when booking large groups or for special occasions.
- Lack of income predictability. A short-term rental property doesn't bring in a predictable income stream. Occupancy rates and prices might vary depending on seasonality.
- Legal ramifications. Some local authorities (including South Ogden) restrict short-term rentals or increase tax rates for these types of properties.

#### **Pros and Cons of short-term rentals (city/regulator perspective)**

##### Pros:

- **Additional tax revenues** if operations are legally reported and taxes paid.
- **Increased business for local merchants** catering to tourists.
- **Enhanced home ownership opportunity** for those who may not otherwise qualify for loan approval.

### Cons:

- Increased tourist traffic from short-term renters has the **potential to slowly transform peaceful residential communities into “communities of transients”** where people are less interested in investing in community life.
- Short-term **renters may not always know (or follow) local rules**, resulting in public safety risks, noise issues, trash and parking problems for nearby residents.
- So-called “**party houses**” i.e. **homes that are continuously rented to larger groups of people with the intent to party can severely impact neighbors and drive down nearby home values.**
- Conversion of residential units into short-term rentals **can result in less availability of affordable housing options and higher rents** for long-term renters in the community.
- **Local service jobs can be jeopardized as unfair competition from unregulated and untaxed short-term rentals reduces demand for local bed & breakfasts, hotels and motels.**
- **Can lose out on tax revenue** (most often referred to as Transient Occupancy Tax / Hotel Tax / Bed Tax or Transaction Privilege Tax) as most short-term landlords fail to remit those taxes even if it is required by law.
- **Lack of proper regulation or limited enforcement of existing ordinances may cause tension or hostility** between short-term landlords and their neighbors.
- Rental **property listings are spread across dozens (or hundreds) of different home sharing websites**, with new sites popping up all the time (Airbnb and HomeAway are only a small portion of the total market).
- **Manually monitoring 100s or 1,000s of short-term rental properties within a specific jurisdiction is practically impossible without sophisticated databases as property listings are constantly added, changed or removed.**
- Recent legislation in Utah makes it illegal to monitor such websites for violations.
- **Address data is hidden from property listings making it time-consuming or impossible to identify the exact properties and owners based on the information provided through the home-sharing websites.**
- **The listing websites most often disallow property owners from including permit data on their listings, making it impossible to quickly identify unpermitted properties.**
- **There is no manual way to find out how often individual properties are rented and for how much**, and it is therefore very difficult to precisely calculate the amount of taxes owed by an individual property owner.

### **Understanding short-term rentals**

Many people who own a primary home, second home or vacation property generate income by renting out their home when they are away. Because short-term rentals are most often used by people on vacation, stays might vary from a single night to several weeks. Some short-term rentals are leased for as long as a month. Anything under 30 days is generally considered a short-term rental.

Over the past decade, **the use of VRBO, HomeAway and Airbnb for short-term rentals has grown exponentially.** Residing in short-term rentals is so common that many companies allow employees to expense their stays just like a hotel room.

Homeowners typically select a short-term rental strategy for income potential, ease of marketing (utilizing services such as Airbnb), overall flexibility and tax benefits. Short-term rentals require less commitment than a long-term lease and tenant, and works well if the homeowner wants to utilize their home when it is not occupied by a short-term tenant.

### **Short-term rental Q&A**

#### **Q1     How long can you stay in a short-term rental?**

Every city has different rules. Most communities in Utah where they are permitted restrict stays to less than 30 days, while others allow stays that are several months long. It also depends on the kind of property; multi-family properties can fall under different rules than single-family homes.

#### **Q3     What kind of properties are used for short-term rentals?**

It depends on what each specific community allows. Some local governments allow whole homes to be leased as short-term rentals, while others restrict residents from leasing anything larger than a single room. In some cities, homeowners can rent out something as small as a renovated Airstream trailer or a “structure” in their backyard. In communities such as Moab and Springdale where demand is high, short-term rentals are now limited to specific zoning districts.

#### **Q4     What taxes do operators pay on their short-term rental?**

Short-term rental require the payment of income and self-employment tax. Additionally, some states and cities expect landlords to pay occupancy taxes, also known as a hotel tax.

#### **Q5     Do operators need a license?**

Since short-term rentals are not currently permitted in South Ogden, they are not licensed. Communities where such uses are allowed typically require operators to secure a general business license.

### **Recent Utah legislative changes related to short-term rentals.**

The State of Utah recently enacted legislation that prohibit local ordinances from restricting speech related to short-term rental websites. This is to prevent cities from using website searches to identify short-term rental operations for enforcement reasons:

*Effective 10/1/2021*

**17-50-338. Ordinances regarding short-term rentals -- Prohibition on ordinances restricting speech on short-term rental websites.**

(1) As used in this section:



- (a) "Internal accessory dwelling unit" means the same as that term is defined in Section [10-9a-511.5](#).
- (b) "Residential unit" means a residential structure or any portion of a residential structure that is occupied as a residence.
- (c) "Short-term rental" means a residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days.
- (d) "Short-term rental website" means a website that:
  - (i) allows a person to offer a short-term rental to one or more prospective renters; and
  - (ii) facilitates the renting of, and payment for, a short-term rental.

(2) Notwithstanding Section [17-27a-501](#) or Subsection [17-27a-503\(1\)](#), a legislative body may not:

- (a) enact or enforce an ordinance that prohibits an individual from listing or offering a short-term rental on a short-term rental website; or
- (b) use an ordinance that prohibits the act of renting a short-term rental to fine, charge, prosecute, or otherwise punish an individual solely for the act of listing or offering a short-term rental on a short-term rental website.

(3) Subsection (2) does not apply to an individual who lists or offers an internal accessory dwelling unit as a short-term rental on a short-term rental website if the county records a notice for the internal accessory dwelling unit under Subsection [17-27a-526\(6\)](#).

## **Sample Policies and Regulatory Approaches – National Examples**

### TELLURIDE, COLORADO

Permits short-term rentals in residential areas for a limited number of visitors and nights per year

The municipal and Land Use Code regulate short-term rentals, including additional restrictions for homes located in Residential Zone Districts. Residential Zone rentals are restricted by the number of total occurrences and total number of days that a dwelling may be rented annually. These regulations apply in seven residential districts, most of which are concentrated in the north end of the town. Recent changes limit the total number of days that a property may be rented on a short-term basis in the residential zone districts to a cumulative of 29 days or fewer in a calendar year, which may occur for no more than three periods in a calendar year. For example, you may rent your property once for 15 days, once for 10 days and once for 4 days in a calendar year.

### ASHEVILLE, NORTH CAROLINA

Limits Short-term Rentals to Specific Zoning Districts (STRs)

Similar to recent changes in Moab and Grand County, Utah, Asheville restricted the rental of entire dwelling units (sometimes called “whole-house STRs” to those zones that allow lodging facilities such as hotels and motels in order to help curb an affordable housing crisis. The city allows home-sharing situations called homestays. A homestay allows the host to rent individual rooms within his/her residence for overnight lodging for a term not to exceed thirty days and requires the host to remain on-site during the homestay (e.g. no overnight travel allowed).

Homestay regulations are subject to fines if violated, and the city uses an independent company to assess fines.

## DISCUSSION

Determining how to address short-term rentals is timely. In order to ensure the recommendation the Planning Commission provides to the City Council is thorough and comprehensive, staff suggests members first review the attached white paper titled “**A Practical Guide to Effectively Regulating Short-term Rentals on the Local Government Level**”. Based on the recommendations in that report, our first step is to determine whether there is a need to change our current approach, and if so determine what our short-term rental policies are. The following is a list of potential policies to consider:

1. Continue existing policy of not regulating short-term rentals.
2. Provide homeowners the option of utilizing their homes as short-term rentals.
3. Ensure that speculators do not buy up homes to turn them into pseudo-hotels while still giving permanent residents the option to utilize their homes to generate extra income from short-term rentals.
4. Ensure that homes are only occasionally used as short-term rentals (and not continuously rented out to new people on a short term basis).
5. Ensure homes are not turned into “party houses”.
6. Minimize public safety risks and possible noise and trash problems without creating additional work for the local police department and code enforcement personnel.
7. Minimize potential parking problems for the neighbors of short-term rental properties.
8. Ensure that no long-term rental properties are converted to short-term Rentals to the detriment of long-term renters in the community. Ensure that residential neighborhoods are not inadvertently turned into tourist areas to the detriment of permanent residents.
9. Ensure any regulation of short-term rentals does not negatively affect property values or create other unexpected negative long-term side-effects.
10. Other policies?

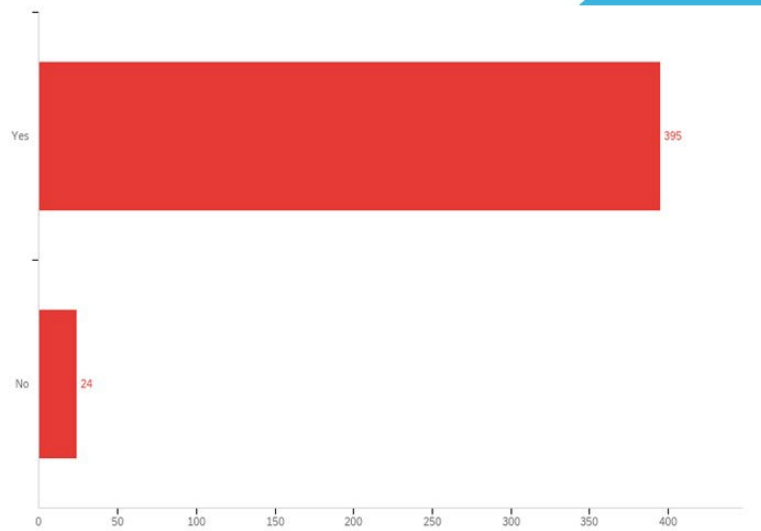
Once the Planning Commission has specific short-term rental policies, staff can develop regulatory approaches for further discussion and refinement.

# 2022 SHORT TERM RENTAL SURVEY

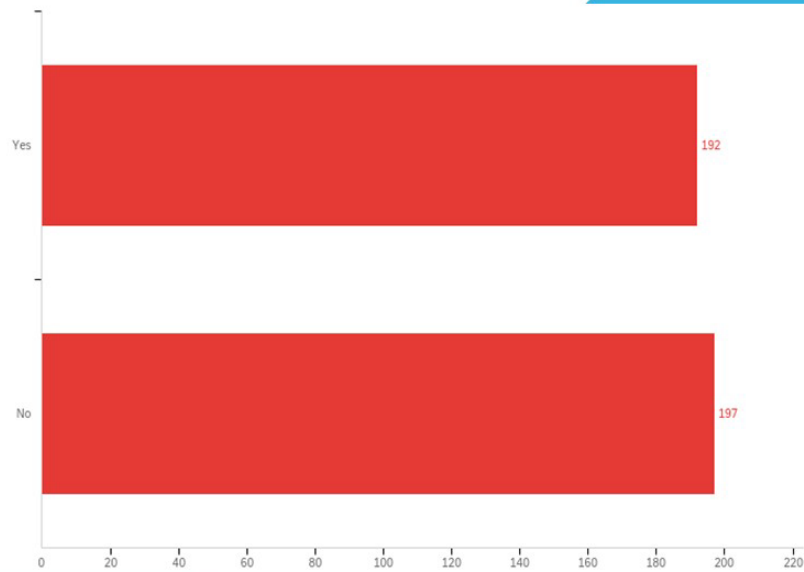
DOUG GAILEY ASSISTANT CITY MANAGER



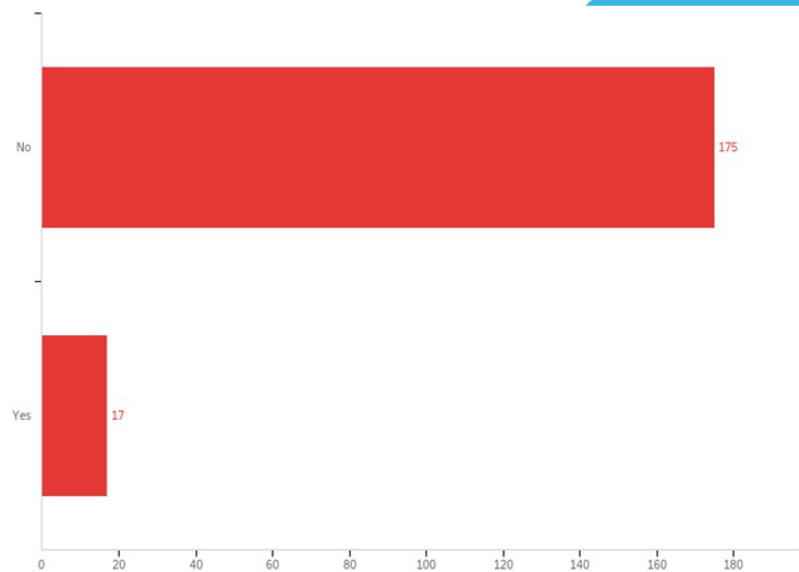
Q1 - Are you a South Ogden resident?



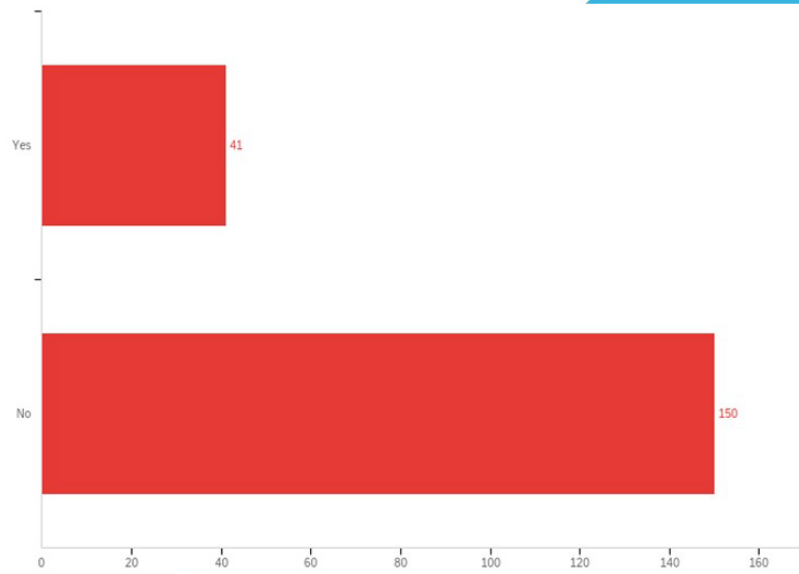
Q2 - Do you think short-term rentals (Vrbo, Airbnb) should be allowed in South Ogden City?



Q3 - Do you think short-term rentals should be restricted to a specific area of the city?



Q7 - Do you feel that the owner of the short-term rental should be required to live on the property that is being rented?



## DEFINITION

### 10-2-1 Short-Term Rental

Any approved dwelling or portion thereof that is available for use or is used for accommodations or lodging of guests paying a fee or other compensation for a period of at least one (24-hour) day and less than 30 consecutive days; ~~a Short-Term Rental shall not contain more than four bedrooms.~~

**Commented [LK1]:** This requirement was removed by the planning commission in their motion to recommend the regulations to the City Council.

## ORDINANCE

### 10-14-24 Short-Term Rentals.

- A. Purpose. The purpose of this Section is to establish the process for permitting of short-term rentals whether as a vacation rental or otherwise. The intent is to protect the integrity and characteristics of established land use districts by ensuring that short-term or vacation rentals are located in appropriate land use districts and operated in a manner that minimizes negative impacts of those uses on neighbors, public services and the surrounding community. A short-term rental use is permitted in any zone that allows residential uses.
- B. Definitions:
  1. Responsible Party. The owner(s), agent(s) or management company responsible for the operation and maintenance of the Short-Term Rental property and for its compliance with all laws, rules and regulations applicable to the same.
  2. Occupant(s). The individual(s) renting or residing in a Short-Term Rental dwelling unit.
  3. Pets. Dogs, cats or other domesticated animals allowed under City ordinances that, with permission of the Responsible Party, accompany the occupants of the Short-Term Rental.
- C. License Required. A Short-Term Rental License and all licenses and permits required by the Weber County Health Department and the State of Utah shall be required for all properties used as Short-Term Rentals. The fee required by the consolidated fee schedule shall accompany the Short-Term Rental License application.
  1. Application for License. The application for a Short-Term Rental License shall be made on forms provided by the City and shall include a phone contact number and email address for the owner and the Responsible Party, as applicable. The application shall be accompanied by a site plan and architectural drawings that demonstrate all requirements of this section are met. The plans shall be drawn to scale showing the location of all buildings, property lines, distances from property lines to all buildings, the location of all parking stalls, utility meters, entrances, and

such other information as may be required for consideration of the application. The drawings shall also demonstrate compliance with all applicable building, health and fire codes. If the application is made by any person other than the owner of the property, or if the property is not owner-occupied or owner-managed, the application shall be accompanied by a signed document demonstrating the owner's permission to use the premises as a Short-Term Rental, identifying the Responsible Party, and providing all details about the identity and business operations of the Responsible Party as may be required in the application.

2. Prior to operating a Short-Term Rental, the owner or Responsible Party shall obtain a South Ogden City Short-Term Rental license. At the time of, or prior to, receiving approval of the license, the Responsible Party shall register the business with the State, and obtain a State Sales Tax ID number; proof of the same shall be filed with the City.
  3. Review. The business license official or his/her appointee shall review complete applications for a Short-Term Rental License under this Section and shall approve, or deny the application based on the criteria listed in this Section. (h) Reports and Taxes. The Responsible Party shall comply with all reporting requirements incident to the use as a Short-Term Rental property, and shall collect and remit all sales, resort, and transient room taxes to the State Tax Commission.
- D. Noise, Nuisances and Adverse Effects of Use. The Responsible Party shall regulate the occupancy of the Short-Term Rental and ensure that:
1. Occupants and their pets do not create noise or other conditions that by reason of time, nature, intensity or duration are out of character with noise and conditions customarily experienced in the surrounding neighborhood;
  2. Occupants do not disturb the peace of surrounding residents by engaging in outside recreational activities or other activities that adversely affect nearby properties before 7:00 a.m. or after 10:00 p.m.;
  3. Occupants and their pets do not interfere with the privacy of nearby residents or trespass onto nearby properties;
  4. Occupants do not engage in disorderly or illegal conduct, including illegal consumption of drugs or alcohol; and
  5. The premises, responsible party and all occupants strictly comply with Utah Administrative Code Rule R392-502, Public Lodging Facility Sanitation.
- E. Parking. On-street parking is prohibited. An off-street parking stall shall be provided for each vehicle, including trailers, an Occupant brings to the premises of the Short-Term Rental. The number of Occupants' vehicles shall not exceed the number of bedrooms available in the Short-Term Rental. ~~(max. of four bedrooms allowed; see 10-2-1 of this Title)~~. Vehicles parked at the Short-Term Rental shall not impede clear sight distances, create a nuisance or hazard, violate any City laws or winter-restricted parking requirement, or infringe on the property rights of any adjacent or nearby property. Parking of vehicles shall be entirely within a garage or carport, or upon a driveway or other approved paved surface that meets established ordinances, standards, and norms. Parking is prohibited within any yard or landscaped area.

- F. Camping equipment, facilities and other temporary facilities. All Short-Term Rentals shall be conducted entirely within an approved residential dwelling unit. Occupied camp trailers, travel trailers, recreational vehicles, tents, yurts, or any similar structures are prohibited.
- G. Signage – Exterior and Interior. Exterior signage other than ordinary street address signage is prohibited. The Responsible Party shall also provide a prominent display within the dwelling unit that provides, at minimum, the following information:
  - 1. contact information for the Responsible Party at which it may be contacted at any time (24/7);
  - 2. all local regulations addressing noise, parking, pets, trespassing, illegal activity, and conduct;
  - 3. contact information of local police, fire and emergency service; and
  - 4. any additional rules or regulations imposed by the Responsible Party.
- H. Maintenance and Standards. Any property licensed as a Short-Term Rental shall conform to the following standards:
  - 1. Structures shall be properly maintained and all facilities such as plumbing, HVAC equipment, appliances, etc. kept in a condition that is fully operational and otherwise in good repair.
  - 2. Grounds and landscaped areas shall be properly maintained to ensure that the use does not detract from the general appearance of the neighborhood or create any hazard or nuisance to the Occupants or to neighboring properties.
  - 3. Each habitable space shall meet current federal, state and local building and health codes, and shall be equipped with fully functional smoke and carbon monoxide detectors located at places within the dwelling unit that comply with applicable building codes.
  - 4. Garbage shall be placed in City-approved receptacles. Trash shall not be allowed to accumulate on the property and be removed on regularly scheduled pick up days.
  - 5. All requirements of the local fire authority shall be met
  - 6. A fire exit route plan and statement of the maximum occupancy number for the premises shall be prominently posted.
  - 7. A fully functional fire extinguisher shall be located in an easily accessible location.
  - 8. The responsible party shall comply with all inspection requirements of the State of Utah, Weber County and the City.
- I. Notification Of Adjacent Property Owners. Property owners within one hundred fifty feet (150') of the premises proposed for a Short-Term Rental shall be notified of the application by the city.
- J. Complaints. Complaints received by the City for any violation of this chapter will be handled as follows:
  - 1. A first complaint will result in an investigation and, if warranted, the City will issue a written warning to the Responsible Party; said warning shall provide notice of the complaint, a description of any violation, and actions to be performed to correct a



violation. Upon receipt of a second complaint, the City will conduct an investigation, and if warranted, will take one of the following courses of action:

- a) issue another warning;
  - b) issue a citation for violation of City ordinances or rules;
  - c) initiate revocation proceedings as provided in this Section
2. In the event of a revocation or suspension proceeding, the Hearing Procedure found in 3-1A-5 of this code will be used.
  3. Notwithstanding any other remedy in this section, violations of Federal, State, County or local laws may be prosecuted in any court or administrative tribunal having jurisdiction over the matter.



## NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, MARCH 21, 2023, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, March 21, 2023. 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 Strate

#### II. EMPLOYEE RECOGNITION

Kaden Baird – Completion of Managing Officer Training through the National Fire Academy  
Michael Payne, Bret Bronson, Mark Blamires, and Kaden Baird – Baby Delivery

- III. **PUBLIC COMMENTS** – This is an opportunity to address the mayor and council with any concerns, suggestions, or praise. No action can or will be taken at this meeting on comments made.  
Please limit your comments to three minutes.

#### IV. RESPONSE TO PUBLIC COMMENT

#### V. CONSENT AGENDA

- A. Approval of March 7, 2023 Minutes
- B. Set Date For Public Hearing (April 4, 2023 at 6 pm or as soon as the agenda permits) To Receive and Consider Comments on Proposed Amendments to the FY2023 Budget

## **VI. DISCUSSION / ACTION ITEMS**

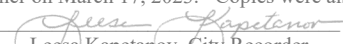
- A.** Consideration of **Ordinance 23-05** – Adopting the South Ogden City General Plan
- B.** Consideration of **Ordinance 23-06** – Approving a Development Agreement with McConkie Family Construction for Apartments Located at 5083 Harrison Boulevard
- C.** Consideration of **Resolution 23-10** – Approving an Agreement With First Responders First for Mental Health Care
- D.** Consideration of **Resolution 23-11** – Approving an Agreement With Axon for Dash Cam and Body Cameras

## **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 March 17, 2023. 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 24 hours in advance.



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

TUESDAY, MARCH 7, 2023

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 Chief Darin Parke, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

#### OTHERS 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/2023/CC230307\\_1702.mp3](https://files4.1.revize.com/southogden/document_center/Sound%20Files/2023/CC230307_1702.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 5:04 pm and called for a motion to open the meeting.

00:00:00

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

**Note:** Council Member Strate was not present for this vote. He arrived at 5:09 pm.

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**II. REVIEW OF AGENDA**

- City Manager Dixon clarified some information in his report about the agreement with Weber County for election services 00:00:12

**III. DISCUSSION ITEMS**

**A. Policy on Alleys**

- Staff overview 00:01:45
- Questions/Discussion 00:05:18
- The Council instructed staff the City should keep the alleys. The code should be changed so adjacent property owners would be responsible for upkeep. 00:25:15

**B. South Ogden Days**

- Staff gave updates and some proposed changes to South Ogden Days locations and events 00:33:48
- Questions/Discussion 00:41:20

**IV. ADJOURN**

- At 6:00 pm, Mayor Porter called for a motion to adjourn the work session

Council Member Strate so moved, followed by a second from Council Member Smyth. All present voted aye. 00:55:14

## 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, Communications and Events Specialist Jamie Healy, and City Recorder Leesa Kapetanov

### MEMBERS OF THE PUBLIC PRESENT

Bruce & Joyce Hartman, Ryan Johnson, Darin Ryan, Brandon Storey, friends and family of Terry Smith and Brandon Storey

**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/2023/CC230307\\_1801.mp3](https://files4.1.revize.com/southogden/document_center/Sound%20Files/2023/CC230307_1801.mp3)

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

## I. OPENING CEREMONY

### A. Call To Order

- At 6:03 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 Orr led everyone in the Pledge of Allegiance.

105 **II. EMPLOYEE RECOGNITION**

106 **A. Recognition of Terry Smith for Promotion to Water Tech I**

- 107
  - Parks and Public Works Director Jon Andersen spoke about Mr. Smith and his accomplishments 00:01:03
  - Mayor Porter presented a certificate and photos were taken with the Council 00:01:58

111  
112 **B. Introduction of New Deputy Fire Chief Brandon Storey**

- 113
  - City Recorder Leesa Kapetanov administered the oath to Mr. Storey 00:03:50
  - Photos were taken with the Council 00:05:55
  - The mayor asked Deputy Chief Storey to tell about himself 00:08:00

122 **III. PUBLIC COMMENTS**

- 123
  - No one in the room came forward to comment. Mayor Porter instructed those online they could submit comments until 6:18 pm 00:09:15

128 **IV. RESPONSE TO PUBLIC COMMENT**

- 129
  - Not applicable at this time

132 **V. CONSENT AGENDA**

133 **A. Approval of February 21, 2023 Council Minutes**

- 134
  - Mayor Porter asked if there were any changes or corrections to the consent agenda, and seeing none, he called for a motion to approve the consent agenda. 00:09:37

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

142 **VI. DISCUSSION /ACTION ITEMS**

143 **A. Consideration of Resolution 23-09 – Approving an Interlocal Agreement With Weber County for Election Services**

- 144
  - Staff overview 00:09:58
  - Discussion 00:12:31

- Mayor Porter called for a motion to approve Resolution 23-09  
00:12:49

**Council Member Howard so moved. Council Member Strate seconded the motion. The mayor called the vote:**

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

**Resolution 23-09 was adopted.**

**B. Firetruck Equipment Financing**

- Staff overview 00:13:09
- During his overview, Fire Chief West gave the Council a handout. See Attachment A.
- Discussion 00:19:05
- The Council instructed staff to pay the \$150,000 for loose equipment now, as each item was invoiced, rather than in a lump sum when the fire truck was completed  
00:22:26
- Mayor Porter asked Information and Events Specialist Jamie Healy to come forward and read the online public comment  
Breanne Morgan 00:22:58

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

**A. City Council Members**

- Council Member Stewart- 00:23:30
- Council Member Smyth- 00:25:33
- Council Member Howard- 00:26:50
- Council Member Strate- 00:32:41
- Council Member Orr- 00:33:01

**B. City Manager 00:35:39**

**C. Mayor 00:40:14**



190 **VI. ADJOURN**

- 191 • At 6:46 pm, Mayor Porter called for a motion to adjourn  
192 00:42:38

193  
194 **Council Member Strate so moved, followed by a second from Council Member Howard. The**  
195 **voice vote was unanimous in favor of the motion.**  
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221 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session  
222 and Council Meeting held Tuesday, March 7, 2023.  
223

224   
225 Leesa Kapetanov, City Recorder

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

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**ATTACHMENT A**  
Chief West Handout

L-81 Loose Equipment	Amount
SCBA's	\$ 51,000.00
Extrication Tools	\$ 40,000.00
Hose	\$ 30,000.00
Nozzles	\$ 15,000.00
Fittings	\$ 4,000.00
Flashlights, generator, gas detector	\$ 10,000.00
Total	\$ 150,000.00

## **ORDINANCE NO. 23-05**

### **AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, ADOPTING A COMPREHENSIVE GENERAL PLAN, INCLUDING ALL MAPS AND APPENDICES; AND ESTABLISHING AN EFFECTIVE DATE.**

#### **Section I - Recitals:**

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

**WHEREAS**, 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 UC §10-9a-401, the governing body of the city must adopt a Comprehensive General Plan; and,

**WHEREAS**, Utah Code Ann. § 10-9a-404 also provides that the Council may not adopt a Comprehensive General Plan unless it is first submitted to the Planning Commission for its recommendation; and

**WHEREAS**, the Planning Commission must provide notice as required by UCA 10-9a-204(1)(a) and hold a public hearing on the proposed Comprehensive General Plan; and

**WHEREAS**, the Planning Commission met all notification requirements and held a public hearing as set out in UCA 10-9a-204(1)(a), and that said public hearing was held on March 9, 2023; and

**WHEREAS**, the Planning Commission has made a recommendation to the City Council to adopt the 2023 Comprehensive General Plan, including all maps and appendices as laid out in Attachment A of this Ordinance; and

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

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH** that the 2023 South Ogden City Comprehensive General Plan be adopted as fully set out in Attachment "A", including all maps, charts, tables and other explanatory, regulatory, and advisory language and by this reference incorporated, and shall be effective from the effective date of this Ordinance forward, and shall be considered as the South Ogden City General Plan.

**Section II - 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 will not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

**Section III - Prior Ordinances and Resolutions:**

The body and substance of all 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 be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason will not render any other 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 V - Date of Effect**

This Ordinance will be effective on the 21<sup>st</sup> day of March, 2023, and after publication or posting as required by law.

**PASSED, ADOPTED AND ORDERED POSTED** by the City Council of South Ogden City, Utah this 21<sup>st</sup> day of March, 2023.

**SOUTH OGDEN CITY**, a municipal corporation

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

Russell Porter, Mayor

Attested and recorded

\_\_\_\_\_  
Leesa Kapetanov, CMC  
City Recorder

# **ATTACHMENT A**

## **ORDINANCE NO. 23-05**

An Ordinance Of South Ogden City, Utah, Adopting A Comprehensive General  
Plan Update, Including All Maps And Appendices; And Establishing An  
Effective Date.

21 Mar 23





IMAGINE SOUTH OGDEN - 2023 GENERAL PLAN UPDATE

# SOUTH OGDEN

WHAT CAN YOU IMAGINE?  
.....

DRAFT  
3/14/23

SOUTH OGDEN CITY GENERAL PLAN 2023



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ACKNOWLEDGMENTS

ADVISORY COMMITTEE

Jon Andersen, Director of Public Services  
Juan Arce, Citizen Representative  
Todd Heslop, Former Planning Commissioner  
Mike Howard, City Council Representative  
Jeremy Howe, Planning Commissioner  
Jerry Jones, Former Planning Commissioner  
Shannon Sebahar, Former Planning Commissioner  
Susan Stewart, City Council Member  
Katie Wahlquist, Citizen Representative

CITY STAFF

Matt Dixon, City Manager  
Doug Gailey, Assistant City Manager  
Leesa Kapetanov, City Recorder

MAYOR & CITY COUNCIL

Russell L. Porter, Mayor  
Brent Strate, City Council Member  
Jeanette Smyth, City Council Member  
Mike Howard, City Council Member  
Sallee Orr, City Council Member  
Susan Stewart, City Council Member

PLANNING COMMISSION

Jeremy Howe, Chair  
Angela Snowden  
John Bradley  
Mike Layton  
Nic Mills  
Robert Bruderer  
Steve Pruess

PLANNING CONSULTANTS

LANDMARK DESIGN

Mark Vlastic, PLA, AICP, Principal-in-Charge  
Madison Merrill, PLA, AICP, Project Manager  
Aubrey Larsen, Project Planner

TOWNSHIP + RANGE

Tim Sullivan, AICP, Transportation Planner  
Sophie Bellina, Transportation Planner

LEWIS, YOUNG, ROBERTSON & BURNINGHAM

Fred Philpot, Housing Planner  
Logan Loftis, Housing Planner



CHAPTER 1

# BACKGROUND & INTRODUCTION

- About the General Plan
- Context/ History
- Community Profile
- Community Engagement Summary
- Community Vision & Guiding Principles



# ABOUT THE GENERAL PLAN

## WHO USES THE GENERAL PLAN?

One of the most important things to know about the General Plan is that we can all use it!

City officials and staff use the General Plan to guide their decisions and to make or update policies and regulations. The General Plan is used to prioritize budget-related decisions on capital improvements and evaluate whether development proposals are aligned with the community vision. It also serves as a reminder of the goals and ideas of South Ogden residents and business owners.

Residents can use the General Plan to stay informed on what is expected to happen in the community and how that relates to what is happening in their neighborhood (zooming in), as well as in the broader Wasatch Front region (zooming out).

South Ogden City business and property owners can use the General Plan to understand the anticipated growth and trajectory of the City.

## WHY IS SOUTH OGDEN UPDATING ITS GENERAL PLAN?

Many cities update their General Plan every five to ten years, depending on how much and how quickly change is happening. As with most other communities located along the Wasatch Front, South Ogden has experienced accelerated growth and development pressure during the past few years, which is a direct departure from past decades of slow and metered growth. Providing affordable housing has emerged as one of the most critical challenges. The City is taking a close look at to ensure new housing opportunities are supported in order to meet and exceed state requirements (see Chapter 5 for details).

In addition to updating the general plan, updates to the zoning ordinance have been implemented in recent years. A form-based code was adopted to facilitate better development and redevelopment with a focus on improving land use compatibility and the form and relationships between buildings.

## DO WE NEED A GENERAL PLAN?

Yes! The State of Utah recognizes the integrated relationship between land use, transportation, and housing and their important role in long-range planning within its counties and cities. Each City and Town is required by Utah Code to prepare and adopt a comprehensive, long-range general plan. **Figure 1.1** presents a timeline of South Ogden’s General Plans and companion technical plans for the past quarter century.

# CONTEXT & HISTORY

## LOCAL CONTEXT

South Ogden City is primarily a bedroom community, but has emerged over time to include two robust business districts located on the north (City Center) and south (South Gateway) edges of the City.

South Ogden is a maturing City, with only small remnants of vacant, developable land to accommodate growth and development. As a result, the City is in the midst of a new era of targeted growth and change focused within those business districts as well as several smaller commercial nodes. These growth areas are generally connected by major roadways such as US-89, Washington Boulevard, Harrison Boulevard and 40th Street.

As is typical in built-out communities, redevelopment is typically more intense and diverse than the uses it replaced, bringing a new level of access and efficiency to the City. This means the City is likely to continue to see slightly higher growth rates than in recent decades, when growth was limited to new development at relatively low densities.

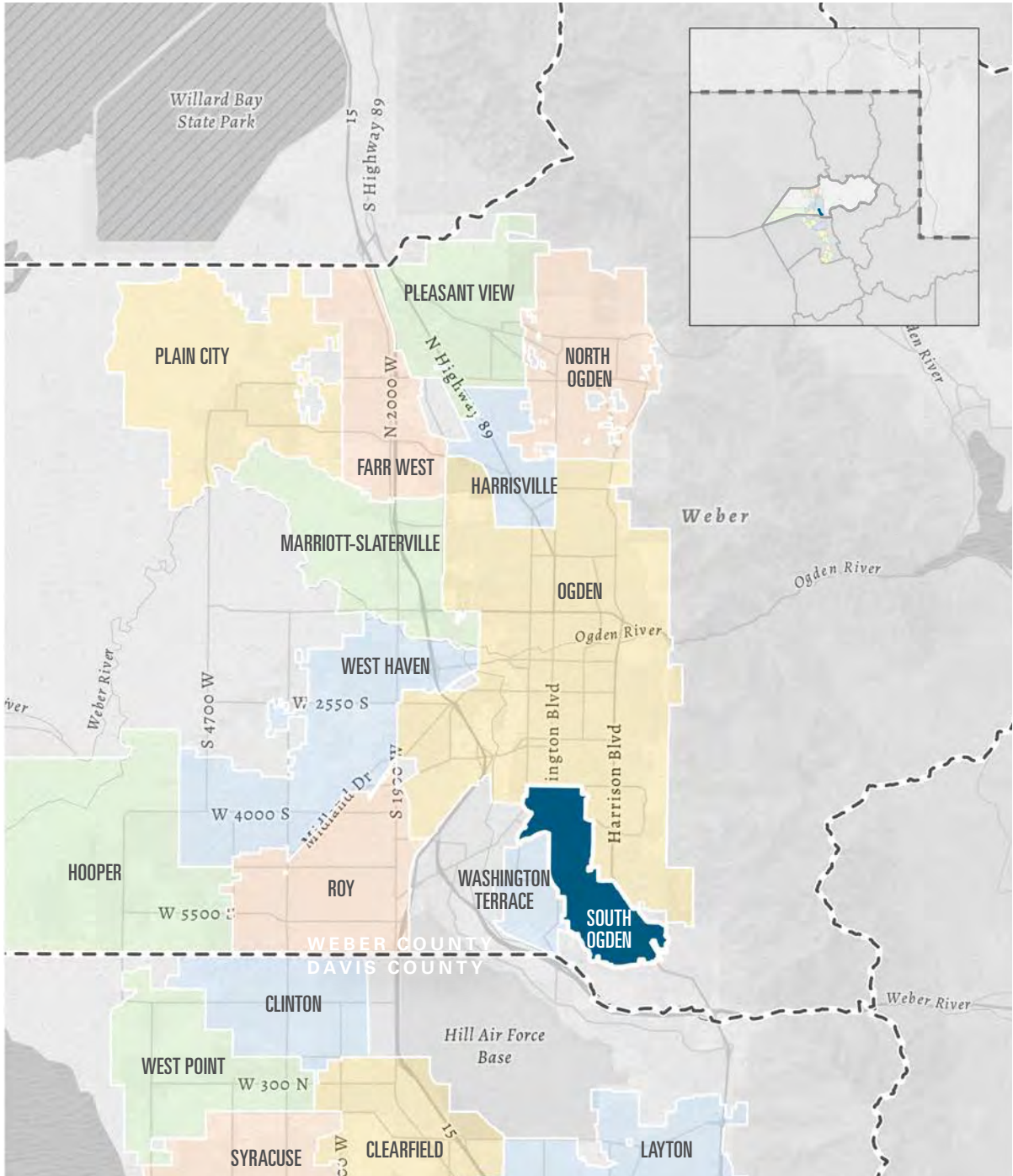
As illustrated in **Map 1.1**, South Ogden is bounded by several other communities, including Uintah Highlands/Weber County to the north, Washington Terrace and Riverdale to the west and north, and Ogden to the north and east.

FIGURE 1.1 - TIMELINE OF GENERAL PLAN & RELATED TECHNICAL PLANS/ STUDIES.





MAP 1.1 - REGIONAL CONTEXT.



ABOUT SOUTH OGDEN

Located in Weber County just over 30 miles north of Utah’s state capital, South Ogden City is framed by a backdrop of the Wasatch Mountains to the east and the Great Salt Lake to the west. From its early moniker as the “City of Homes”, South Ogden City has evolved into a community with a balanced mix of residential neighborhoods, shopping centers, business areas, parks, open space and entertainment. South Ogden’s geographic location is well-positioned in its regional setting. It is within close proximity to larger employers in Weber and Davis counties which are easily accessible through transportation options such as US-89, Interstate-15, and the FrontRunner commuter rail line.

Regional growth and a strong economy are attracting new development and triggering the revitalization of the City. The vision from previous planning efforts has guided growth and revitalization, focusing on establishing a discernible City center in the north and a steady business district in the south.

The accelerated pace of new growth is impacting the quantity and availability of smaller, historically affordable, workforce housing. As a result, the updated General Plan is structured around goals and policies that aim to strike the right balance between growth and preservation.

SOUTH OGDEN: THE BEGINNINGS

The beginnings of South Ogden date to 1848 when the pioneer-era Burch family established roots near the base of a canyon and creek known today as Burch Creek. Two years later Weber County was established, The fledgling agricultural settlement became known as Burch Creek, supported by irrigation projects that distributed canyon stream water to fields and homes. At the end of the 19th century, Burch Creek slowly transformed into what would eventually become known as South Ogden with the development of vacant and agricultural land near the current location of City Hall into small-scale residential and commercial uses and neighborhoods.

Burch Creek Elementary and Junior High School were constructed shortly thereafter, and was considered “one of the most modern” schools in the state of Utah at the time. Early City growth focused in the area between 36th and 40th Streets, supporting nearby commercial uses. Ogden Golf and Country Club was established 1914, and by the 1930s the community of approximately 800 people found themselves in need of more water, a modern sewer system, and improved roads and sidewalks. A committee was formed to petition the Weber County Commissioners for incorporation after annexation into nearby Ogden failed. The petition was eventually granted and the Town of South Ogden was incorporated on July 6, 1936. This change stimulated more development, the population approaching 1,500 by the 1940 Census. Soon after the town was designated a City.



South Ogden absorbed a significant amount of a growth just before and during World War II, which was stimulated by the building of the Defense Depot Ogden, Naval Supply Depot, and Hill Air Force Base. Federal Housing Administration (FHA) housing policies spurred additional post-war growth beginning in 1949, establishing momentum through 1970. During this time period South Ogden was growing 2-3 times faster than Weber County as a whole.

SOUTH WHO OR WHAT? THE CITY'S NAME

Upon incorporation in 1936, the name was changed from Burch Creek to South Ogden, a derivative of its northern neighbor Ogden which, along with the river flowing through it and the canyon through which it flows, was named for the early fur trader, trapper and explorer Peter Skene Ogden. Explorer Ogden traversed the western United States and passed through Utah as part of his association with the Hudson Bay company. He first explored Northern Utah in 1824- 25, and the Weber River vicinity from 1828-29.

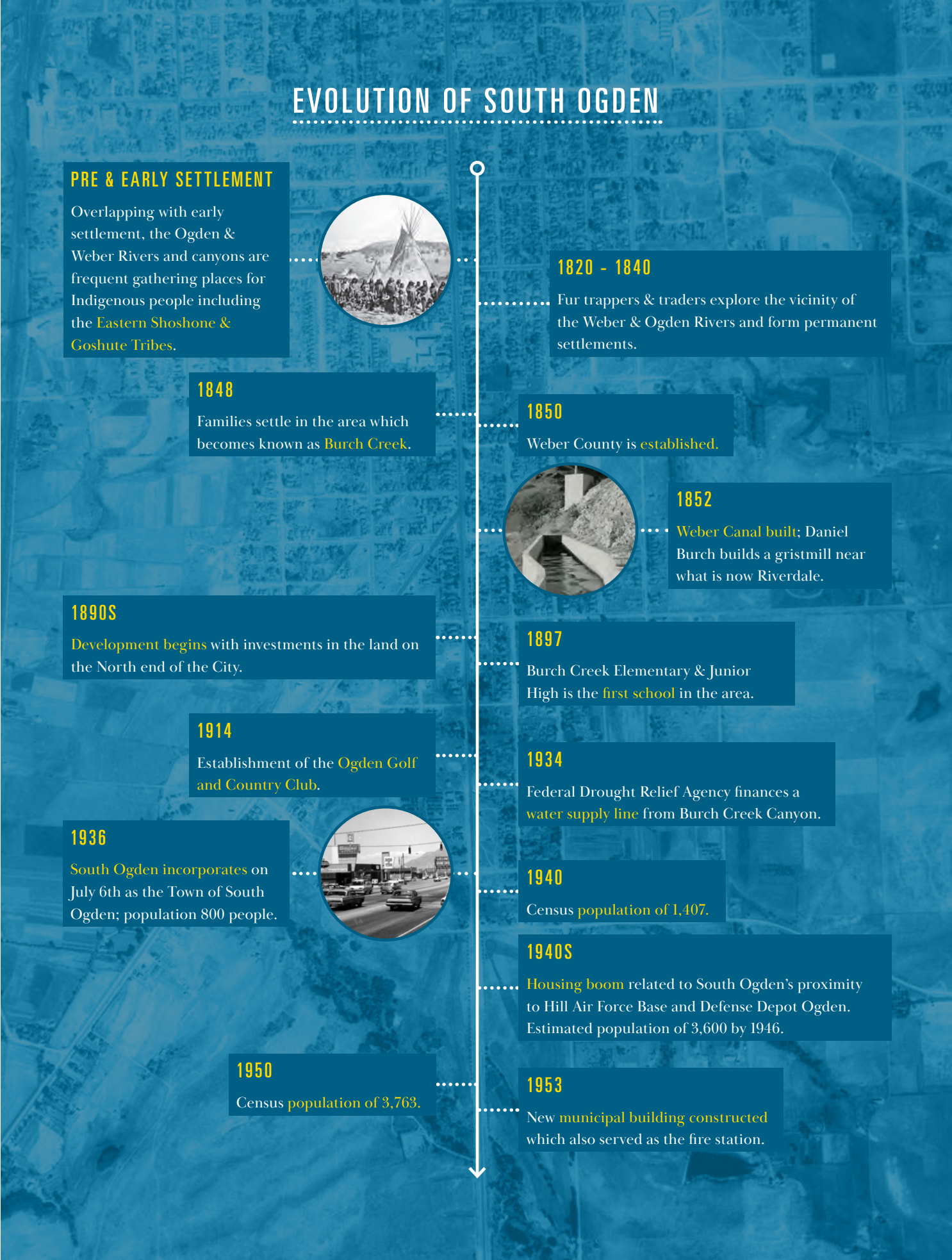
INDIGENOUS LAND ACKNOWLEDGMENT

We acknowledge that this land, a gathering place for Indigenous peoples which is named for the Ute Tribe, is the traditional and ancestral homeland of the Shoshone, Paiute, Goshute, and Ute Tribes. South Ogden City recognizes and respects the enduring relationship that exists between many Indigenous peoples and their traditional homelands.

IMAGE 1.1 - SHOSHONI VILLAGE



Caption: Shoshoni Village. Chief Washakie (standing center front, slightly blurred) and his band in front of tipis. By William H. Jackson, Wind River Mts., Wyoming, 1870. Credit: Smithsonian Institution Nat. Anthropological Archives, Bur. American Ethnology Col. Neg. No. 1666.







## EVOLUTION OF SOUTH OGDEN CONTINUED

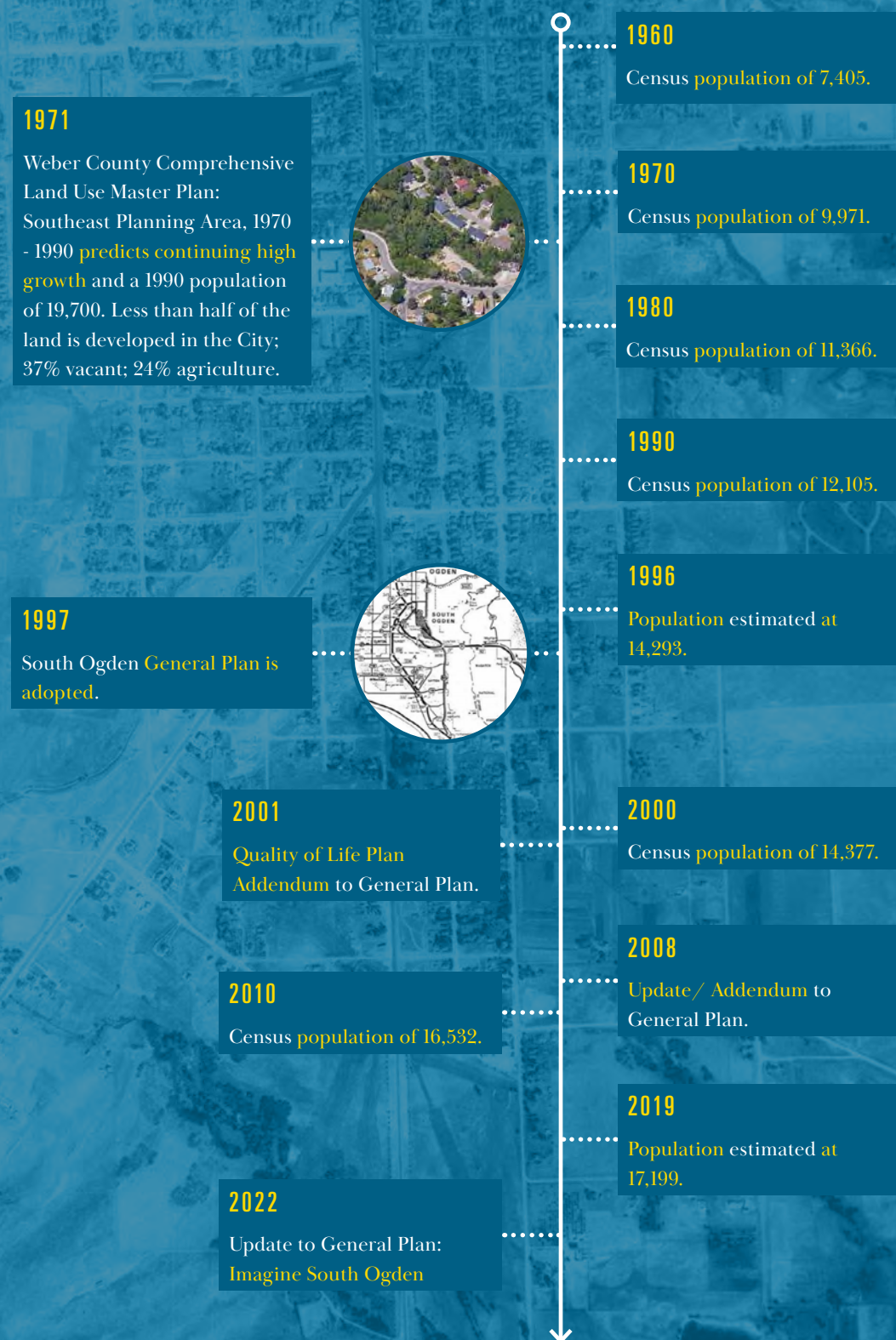


FIGURE 1.2 - KEY EVENTS IN SOUTH OGDEN'S HISTORY WHICH HAVE HAD AN IMPACT ON CITY PLANNING AND DEVELOPMENT.

## COMMUNITY PROFILE

In order to understand existing conditions and future needs, it is essential to have a clear understanding of the demographic makeup of South Ogden. The following is a summary of key demographic characteristics, including population, age and household composition.

### POPULATION CHARACTERISTICS

#### POPULATION CHANGE

South Ogden's 2020 population was 17,080, constituting 6.5% of Weber County's population. Table 1.1 shows a comparison of similarly sized and neighboring communities and their average annual growth rate (AAGR). The data was compiled from Redistricting Data, the American Community Survey (ACS) 5-year estimates and the Census Bureau's population estimate (PEP) for 2021.

As one of the slowest growing communities in Weber County, the local growth rate has continued to slow over the past decade with an average annual growth rate of just 0.56% between 2010-2020 (Figure 1.3). This growth trend is expected to continue over the next three decades. The Wasatch Front Regional Council forecasts South Ogden City will have reached an estimated population of 23,446 residents by 2050 (Figure 1.4).

#### AGE

The City's demographics relative to age have shifted from 2010 to 2020. The 2020 data illustrates a younger population, with a concentration in the zero to 19 years of age and 25 to 39. Noticeable shifts also occurred in the age range of 20 to 24 and 50 to 64 years of age, with 2010 data showing a higher percent of total in these ranges (Figure 1.5). However, a comparison of the median age illustrates the City is still slightly younger than the County on average (Figure 1.6).

#### HOUSEHOLDS & BUILDING PERMIT ACTIVITY

The total number of households in South Ogden as of the 2020 American Community Survey was 6,434. Of the total housing units, 93% are occupied and 7% unoccupied. Weber County has approximately 91.5% housing occupancy rate, compared to the State at 90.4%. TAZ estimates indicate there were 7,873 total households as of 2020 at (Figure 1.7).

The Kem C. Gardner Policy Institute tracks building permit activity across the State and according to research results, South Ogden showed a rebound from recessionary conditions with permit activity increasing through 2014. New permits, however, slumped again through 2015 with volatility from 2016 through 2021. New non-residential value was also volatile with spikes in 2007, 2011, and 2014 (Figure 1.8).





TABLE 1.1 - COMPARISON OF CITY POPULATION & AVERAGE ANNUAL GROWTH RATES (AAGR)

	2010	2011	2012	2013	2014	2015
Clinton	19,031	19,717	20,201	20,574	20,796	21,036
North Ogden	16,779	17,075	17,354	17,570	17,743	18,006
Ogden	81,054	82,118	82,749	83,363	83,767	84,273
Pleasant Grove	31,457	32,565	33,330	34,010	34,858	35,771
Riverdale	8,189	8,323	8,415	8,476	8,532	8,610
Riverton	35,991	37,307	38,480	39,458	40,274	40,912
Roy	35,843	36,416	36,854	37,194	37,472	37,670
South Ogden	15,970	16,251	16,447	16,612	16,702	16,805
Spanish Fork	31,851	33,293	34,547	35,525	36,337	36,916
Sunset	5,129	5,167	5,137	5,139	5,145	5,163
Washington Terrace	8,917	9,001	9,058	9,108	9,140	9,119
West Haven	9,058	9,611	10,230	10,642	10,996	11,323

INCOME

Utah median adjusted gross income (MAGI) represents an individual’s total gross income minus specific tax deductions. As of 2020, the Utah State Tax Commission reports the South Ogden MAGI was \$55,900, which was slightly higher than the Weber County MAGI of \$54,200. The State MAGI according to the US Census Bureau was slightly lower than South Ogden at \$51,562 (Figure 1.9).

EDUCATIONAL ATTAINMENT

Educational attainment statistics provide insights into other data such as average household income. Areas that have higher levels of education generally have higher average household incomes, lower unemployment rates, and higher literacy rates than those with lower levels of education. According to the 2020 ACS five-year estimates, approximately 39% of South Ogden’s population 25 years and over has an associate’s degree or higher, compared to Weber County with 34% and the State of Utah at 45 % (Figure 1.10).

EMPLOYMENT

The Utah Department of Workforce Services’ 2020 Annual Report indicates the unemployment rate in Weber County was 4.8% which is lower than the national average of 8.1%. The State of Utah’s unemployment rate is slightly more favorable at 4.7%. As of July 2022, the unemployment rate in Weber County was 2.1% as compared to Utah at 2.0% and the United States at 3.6% (Figure 1.11).



2016	2017	2018	2019	2020	2010-2020 (AAGR)
21,210	21,353	21,618	21,890	22,191	1.55%
18,289	18,525	18,943	19,392	19,930	1.74%
84,900	85,497	86,126	86,833	87,175	0.73%
36,678	37,439	38,066	38,380	38,474	2.03%
8,636	8,685	8,727	8,752	8,826	0.75%
41,521	41,997	42,680	43,250	43,793	1.98%
37,853	38,013	38,238	39,040	39,243	0.91%
16,893	16,918	17,010	17,063	17,080	0.67%
37,565	38,171	38,673	39,371	40,069	2.32%
5,176	5,207	5,229	5,278	5,309	0.35%
9,150	9,122	9,138	9,162	9,181	0.29%
11,639	12,109	12,916	13,782	15,003	5.18%

SUMMARY

South Ogden City is projected to continue to grow slowly but steadily during the next thirty years, consistent with the previous two decades. While population growth is anticipated to be relatively slow in comparison to many of the adjacent communities, job and workplace development, and growth will continue to be strong, surpassing residential growth and bringing with it a separate set of needs and requirements.

South Ogden grew at less than half the pace of Weber County between 2010 and 2020, with growth anticipated to continue to slow and level off by 2050. Household income in South Ogden is similar to levels for Weber County.

As the City continues to grow, develop and fill-in, it will be important to maximize the opportunities that exist for a City approaching buildout, including securing property and sites to meet the service needs of the City. A particularly critical goal for a maturing South Ogden is to apply a balanced approach for meeting the needs and expectations of existing and future residents of the City.





## DEMOGRAPHICS SNAPSHOT

FIGURE 1.3 - AVERAGE ANNUAL GROWTH RATE 2010- 2020

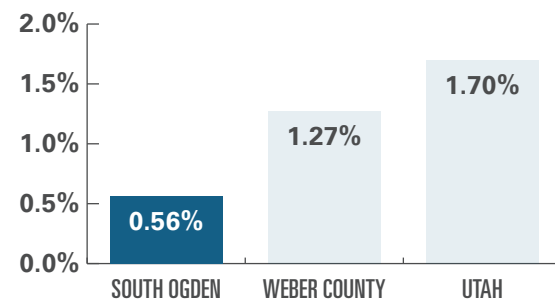


FIGURE 1.4 - PROJECTED GROWTH 2020-2050 (TAZ DATA)

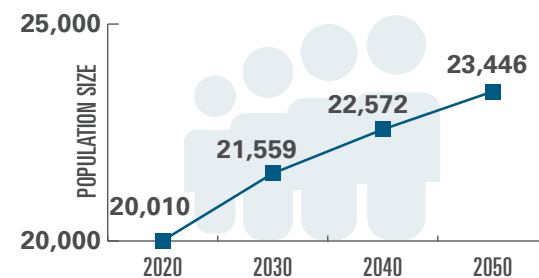


FIGURE 1.6 - 2020 MEDIAN AGE

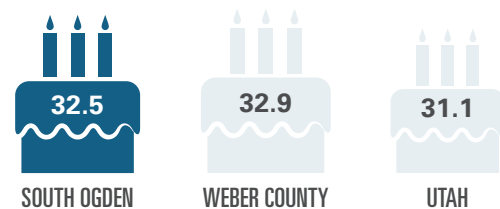


FIGURE 1.7 - OCCUPANCY RATE & TOTAL HOUSEHOLDS

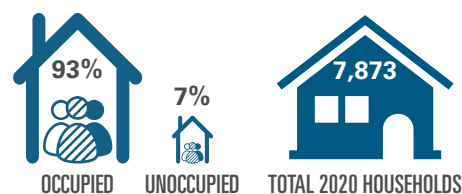


FIGURE 1.5 - AGE DISTRIBUTION AS % OF TOTAL

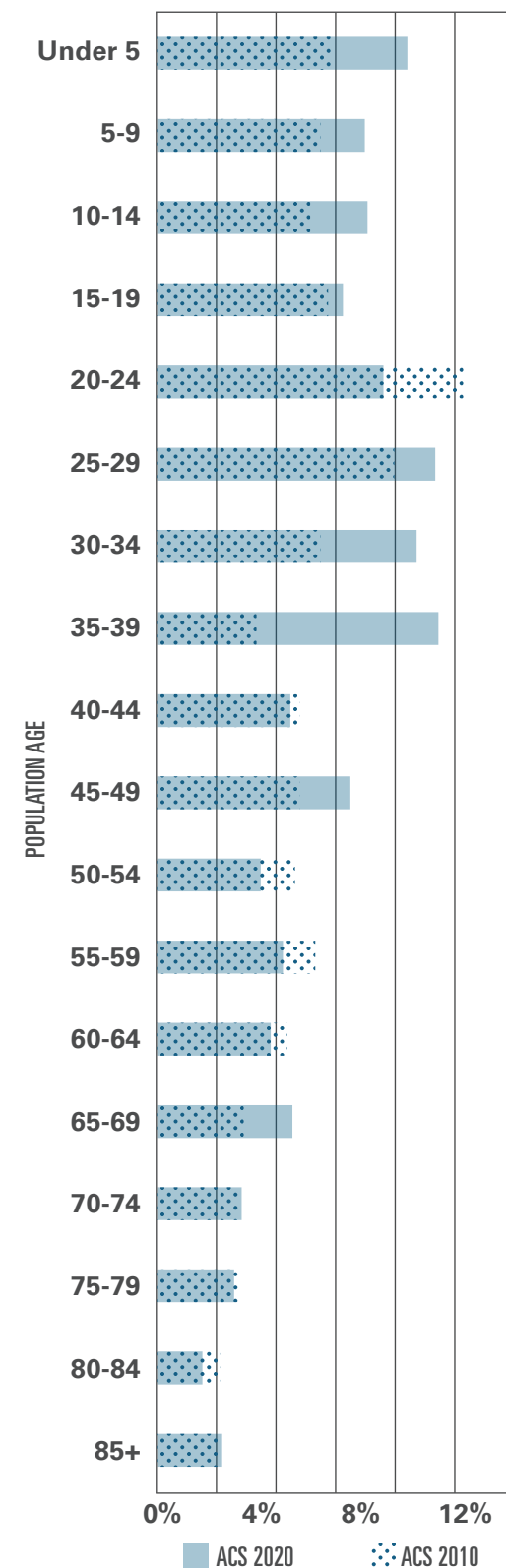


FIGURE 1.8 - RESIDENTIAL VALUE & PERMITS

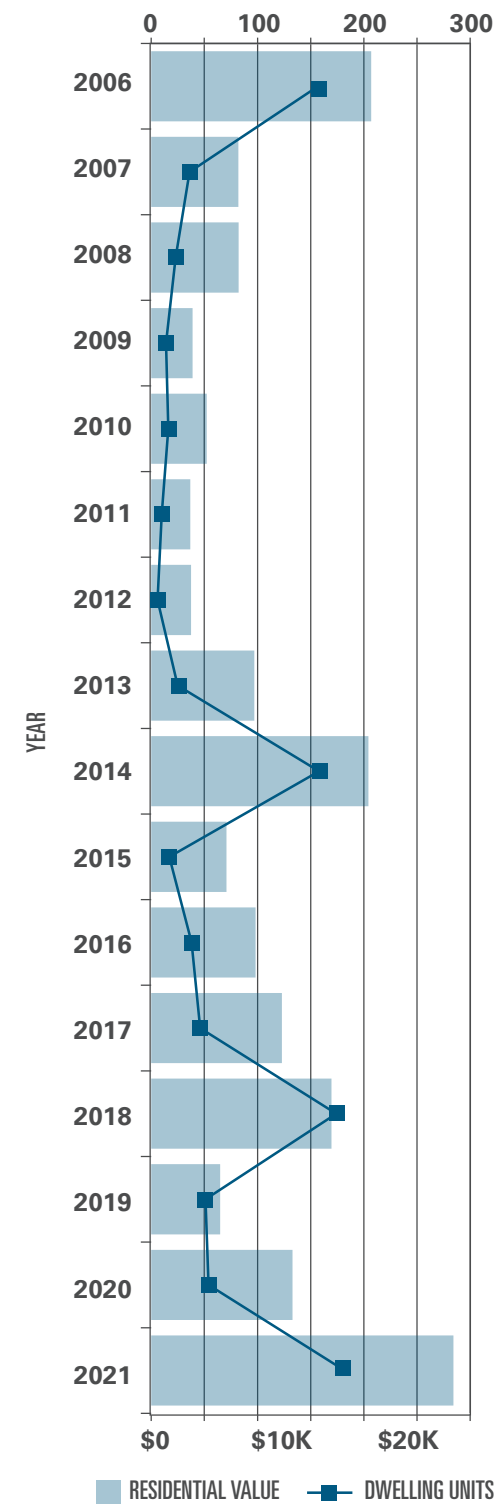


FIGURE 1.9 - 2020 MEDIAN ADJUSTED GROSS INCOME (MAGI)

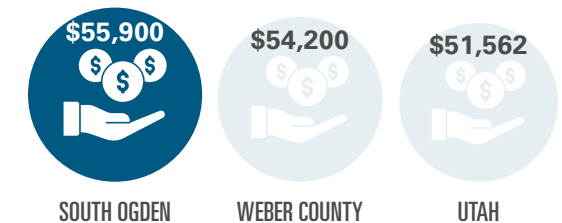


FIGURE 1.10 - 2020 POPULATION 25+ WITH AN ASSOCIATE'S DEGREE OR HIGHER

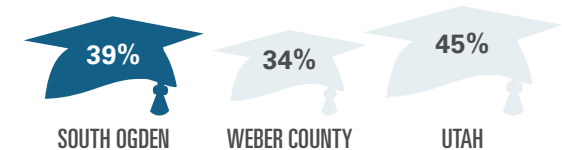
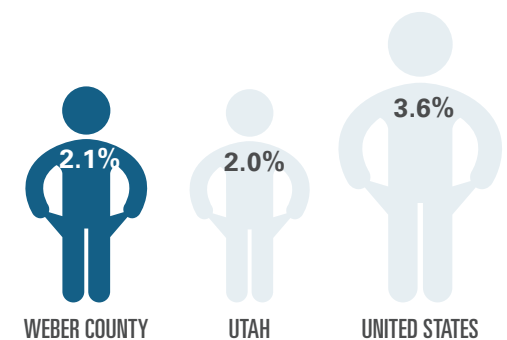


FIGURE 1.11 - 2022 UNEMPLOYMENT RATE





## COMMUNITY ENGAGEMENT SUMMARY

The planning process for the South Ogden General Plan update included a comprehensive public engagement effort to help understand the needs and desires of South Ogden residents and stakeholders. The process commenced in June 2022 and concluded in October 2022. It encompassed five public surveys, an interactive booth at the 2022 South Ogden Days, online map engagement utilizing a location-base tool called Social Pinpoint, and a project website used primarily to disseminate information and facilitate questions (Appendix A).

### PUBLIC SURVEYS

A series of five short surveys addressing different planning topics were released weekly over the course of August 2022. These surveys were open-access and were advertised via the project website and the City’s social media accounts, monthly newsletter, and survey email list (comprised of residents and stakeholders who have subscribed to take City surveys). Each survey received between 215-388 responses. The topics of the five surveys follow:

- Survey 1: General Visioning
- Survey 2: Housing
- Survey 3: Transportation
- Survey 4: Parks & Recreation
- Survey 5: Water Use & Preservation

### SOUTH OGDEN DAYS

The planning team hosted a booth at South Ogden Days on Friday, June 17, 2022, where residents and visitors were invited to respond to a variety of questions and prompts regarding South Ogden’s future. Over 70 comments were received.

### SOCIAL PINPOINT

Social Pinpoint is a web-based platform that allows residents and stakeholders to leave location-based comments on an interactive map. Thirty-four comments were received by six unique stakeholders, and the page was viewed 326 times by 92 unique users.

### PROJECT WEBSITE

A project website, [imaginesouthogden.org](https://imaginesouthogden.org), was established during the early stages of the planing process, providing an avenue for the public to participate and provide comments and for the planning team to disseminate information and provide project updates. Key input tools include comment and email sign-up forms and links to the public surveys and Social Pinpoint. The website was linked to the South Ogden City website and social media accounts in order to encourage the broadest participation as possible.

## FIVE FOUNDATIONAL THEMES

The following five trends emerged as the key themes from the public engagement process. Moving forward, the following findings will lay the foundation for the South Ogden General Plan.

### 1. AFFORDABLE HOUSING IS IMPORTANT

Affordable housing was ranked as the number one issue facing the City, with over 90% or respondents indicating they were concerned about housing affordability. Conversely, participants also indicated that they are concerned about higher density development, which is generally considered the primary type of housing that will help bring affordability to the City. It should also be noted that renters and low/moderate income households were underrepresented throughout all engagement efforts, which may contribute to the prevalence of these contrasting findings.

### 2. PRESERVING & ENHANCING EXISTING NEIGHBORHOODS

In the survey, preserving existing neighborhoods was the highest-ranked objective for South Ogden’s future and the City’s biggest housing challenge. Other highly-ranked objectives included preserving open space, limiting traffic impacts, and maintaining infrastructure capabilities – all of which are heavily related to preserving existing neighborhoods.

### 3. MORE ALTERNATIVE MODES OF TRANSPORTATION

Survey participants indicated that South Ogden’s infrastructure is currently most conducive to driving. The results, however, indicate a desire for more infrastructure that supports safe and comfortable travel by foot, bike and transit. The most desired transportation improvements included additional or upgraded sidewalks and trails, better road maintenance, and safer pedestrian crossings. More destinations within walking distance was also popular.

### 4. ACCESSIBLE PARKS & TRAILS

Having parks and trails within walking distance (1/4 mile) of home was very important to survey participants, who gave it a score of 8.8 out of 10 (10 being extremely important). Additionally, trails and walking paths were indicated as being the most used and desired facilities in the City, with the South Ogden Nature Park being the most frequented park in the City.

### 5. WATER CONSERVATION IS A CONCERN

97% of survey respondents were at least somewhat concerned about water use and preservation, with 54% being very concerned. The most popular conservation strategies among participants included: incentivizing water-conserving landscapes, planting water-conserving trees, and converting underutilized lawn areas in South Ogden public parks to water conserving landscapes.

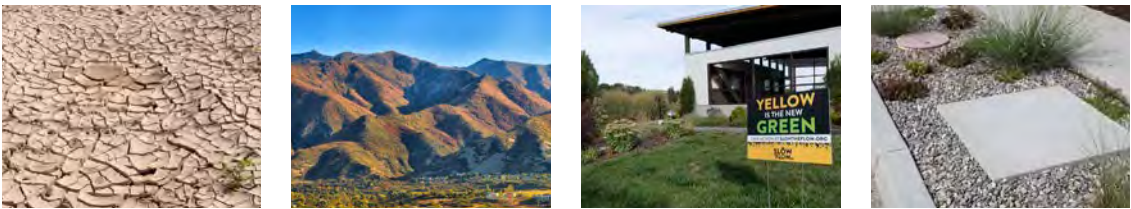
COMMUNITY VISION

South Ogden is a comfortable, beautiful and diverse community to live, work, and play.

GUIDING PRINCIPLES

A SUSTAINABLE AND RESILIENT COMMUNITY

- Ensure South Ogden meets changing environmental conditions.
- Protect existing open spaces, steep slopes and sensitive lands.
- Conserve and protect water resources to ensure future needs are met.
- Enhance existing programs and policies to ensure water is conserved.
- Implement water-conserving practices on a City-wide basis.



A COMPLETE AND INTERCONNECTED COMMUNITY

- Improve regional linkages and transportation connections.
- Provide safe and connected pedestrian and cycling linkages between local parks, open spaces and destinations.
- Focus new growth and development in mixed-use centers and along multi-modal corridors.
- Provide access to a park, trail or open space within walking distance of every home.
- Establish South Ogden as a multi-modal transportation community.
- Improve traffic safety throughout the City.
- Establish new parks and trails in areas of the City where growth is anticipated.



A SAFE AND HEALTHY COMMUNITY

- Proactively plan for future public infrastructure needs.
- Transform major roadways and intersections into distinctive corridors and nodes.
- Enhance existing and establish new parks and trails to maintain high quality recreational experiences.



A FORWARD-THINKING COMMUNITY WITH STRONG CONNECTIONS TO IT'S PAST

- Leverage the positive characteristics of a built-out City through focused redevelopment, revitalization and infill.
- Preserve and protect existing neighborhoods.
- Improve and upgrade the City's well-loved and distinct neighborhoods through targeted streetscape, gateway and public realm improvements.



A DIVERSE AND MULTI-LAYERED COMMUNITY

- Provide a full range of housing options to meet the needs of existing and future residents at all stages of life.
- Enhance the local economic base and support local businesses.







## CHAPTER 2

# LAND USE

- Existing Conditions
- Future Land Use
- Major Corridors
- Green Structure
- Centers, Gateways, & Urban Design
- Neighborhoods
- Composite Placemaking Plan

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# INTRODUCTION

A clear land use and placemaking vision is essential for guiding future growth and ensuring infrastructure investments are well-utilized. Since South Ogden is nearly built out, this plan promotes targeted redevelopment and infill development as the primary methods for meeting future needs. The ideas presented in this chapter clarify community desires and aspirations, building upon the guiding principles established in Chapter 1. They include broad concepts followed by specific planning actions and unified policies to help guide future growth and change in South Ogden.



**PLACEMAKING DEFINED**  
Placemaking is the process of creating quality places where people want to live, work, play, and learn. Quality places are marked by the following conditions:

- They have a mix of human-scale uses
- They are walkable and bikeable
- They include a variety of transportation options
- They provide a range of housing options
- They incorporate existing historic structures and landscapes
- They respect community heritage and values
- They incorporate the creative arts and provide cultural opportunities
- They include green space connected by robust trail systems



## PUBLIC INPUT SUMMARY: LAND USE

The following are key takeaways from the public engagement process regarding land use. Further details can be found in Appendix A.

- Preserving existing neighborhoods is a key objective for the future.
- Affordable housing is the number one issue facing the City.
- South Ogden does not have an obvious or attractive City center.
- Having parks and trails within walking distance of home is very important.

# EXISTING LAND USE

South Ogden is a small and almost completely built-out City, encompassing an area slightly less than four square miles or 2,500 acres. Map 2.1 and Table 2.1 illustrate existing land use patterns in South Ogden. They also provide an overview of past growth and development trends and help pinpoint future growth and development opportunities.

The bulk of developed land in the City consists of lower-density, detached residential neighborhoods interspersed with civic uses such as City Hall, schools, churches, and various parks and open spaces. Pockets of multi-family and similar uses are located along the edges of some single-family neighborhoods, serving as transitions with adjacent commercial uses.

The City is home to two commercial districts. The first - City Center - marks the north entrance to the City and the second - South Gateway - encompasses the southern commercial zone of the City. Both districts are linked by US-89, which is a primary north-south roadway that extends through the City. City Center is the oldest commercial area and is laid out as a series of sprawling strip developments. City Center has a similar development pattern to many of the commercial districts in Ogden to the north. The newer South Gateway is a newer commercial district that is composed of larger, isolated commercial developments with more controlled access from US-89, typical of development form the era.

Other key land uses include Ogden Golf and Country Club (which straddles both sides of US-89 near 40th Street), Washington Heights Memorial Park (a cemetery located on the east side of US-89), and a series of smaller commercial/mixed-use nodes and destinations located along the edges of major roadways. The large role that roads and infrastructure play is notable, with one-fifth of the total land area occupied by roads and utilities.

## SUMMARY

There is very little vacant or undeveloped land left in South Ogden, and most of the land that is available is significantly constrained by challenging environmental conditions. As a result, future growth and development are most likely to take place as part of redevelopment, infill, and selective densification strategies.

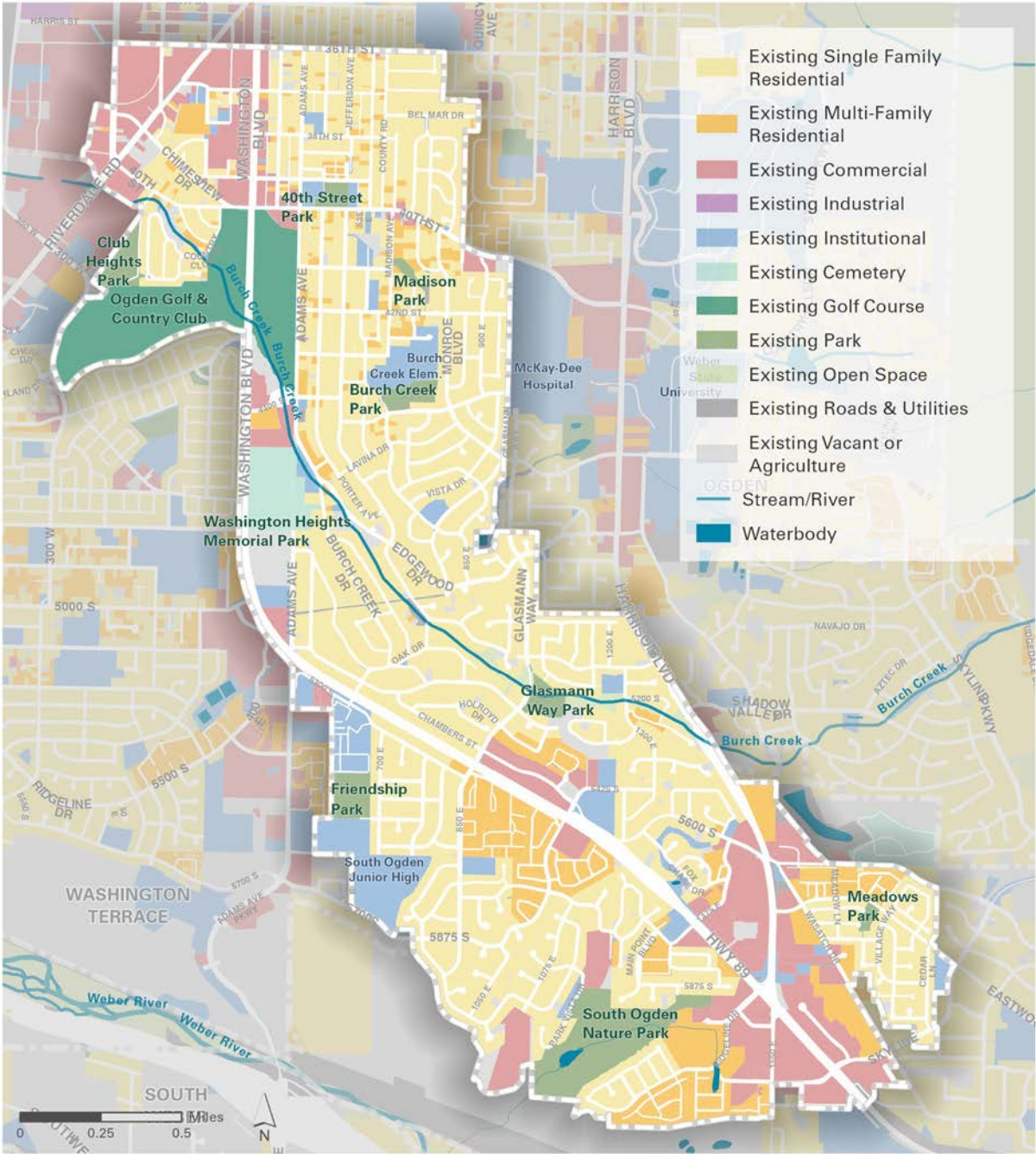
TABLE 2.1 - EXISTING LAND USE

NAME	ACRES	PERCENT
Single-Family Residential	1,002	40%
Multi-Family Residential	231	9%
Commercial	286	11%
Industrial	0.4	0%
Institutional	142	6%
Cemetery	29	1%
Golf Course	122	5%
Park	97	4%
Open Space	12	0%
Roads & Utilities	513	20%
Vacant or Agriculture	74	3%
Total	2,508	100%





MAP 2.1 - EXISTING LAND USE



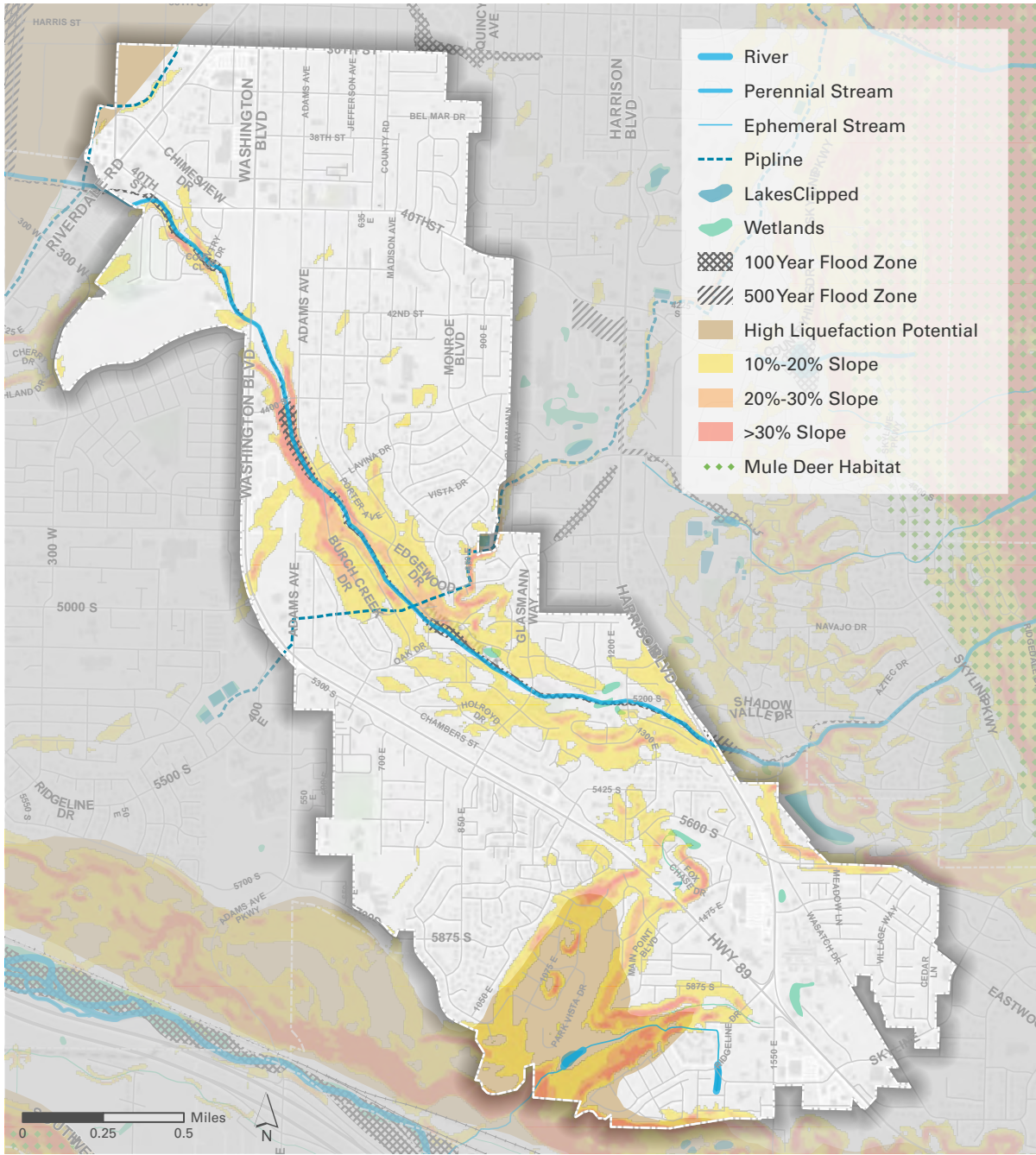
ENVIRONMENTAL CONDITIONS AND CONSIDERATIONS

South Ogden’s land uses and development patterns reflect cultural development trends and natural conditions that underlay the City. Slope and topography, steep drainages such as Burch Creek, and historic agricultural uses have had significant bearing on the placement of roads and buildings over time, resulting in the establishment of the various neighborhoods, subdivisions, housing projects, and commercial developments that are now in place.

As illustrated in Map 2.2, the limited amount of vacant land tends to be challenging for

development and is often encumbered by steep slopes and deeply-incised stream corridors. For example, the undeveloped land around South Ogden Nature Park is dominated by steep slopes and land with high liquefaction potential, making it challenging and impractical to develop. Proactive planning over the years has resulted in the establishment of environmental overlays for many of these areas, restraining growth and development in acknowledgment of the sensitive nature of these sites. In contrast, most of the land associated with the Burch Creek corridor has been preserved within private yards or small parcels of public open space, making it difficult to access or utilize the corridor as a public amenity.

MAP 2.2 - ENVIRONMENTAL CONDITIONS





# FUTURE LAND USE & PLACEMAKING

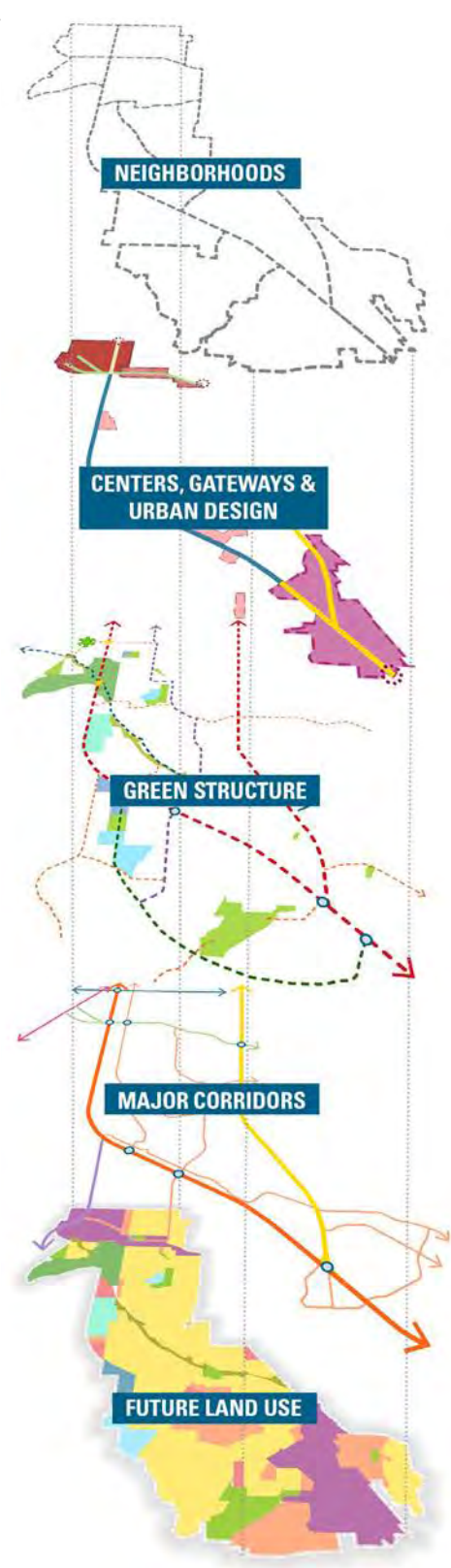
## ESTABLISHING A VISION

Conventional planning often places land use as a separate and distinctive element from the other aspects of the general plan. However, the reality is that the other aspects are directly connected to land use and are equal players in forming the City and establishing the local “sense of place”.

This section attempts to bring land use together with other important aspects that contribute to the physical structure of the City, as part of a Placemaking Plan. The relationship between land use and transportation (major corridors) is particularly critical, as one has influence on the other and vice-versa.

While the ideas in this section paint a vision of the future of South Ogden as a whole, they are multi-faceted and are most likely to be implemented a single project at a time rather than collectively. The Placemaking Plan has therefore been “deconstructed” into five layers or aspects which are individually analyzed and detailed throughout this chapter (Figure 2.1). The chapter concludes with a Composite Placemaking map, which resembles the deconstructed layers and presents a holistic picture of the future City.

FIGURE 2.1 - DECONSTRUCTED CITY DIAGRAM

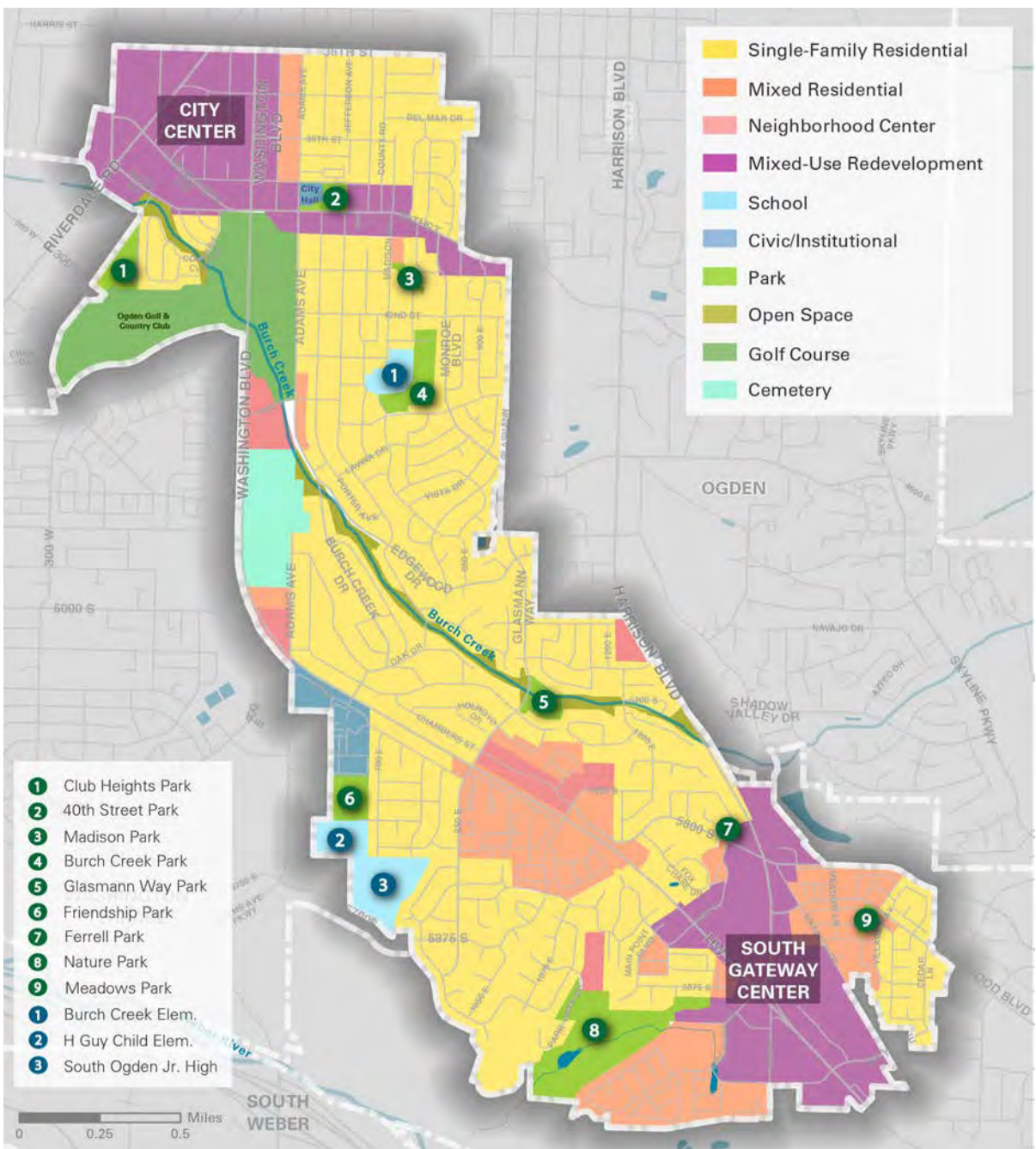


# LAYER 1: FUTURE LAND USE

One of the primary functions of this plan is to establish a clear yet realistic land use vision to guide future growth and development. Map 2.3 illustrates the Future Land Use Plan for South Ogden for the next 20+ years. This map is accompanied by Table 2.2, which details the acreages and percentages of anticipated land uses in the future.

A key feature of the future land use concept is the attempt to strike a balance between meeting future growth needs while safeguarding the established land use patterns and the special

MAP 2.3 - FUTURE LAND USE





qualities that South Ogden is known for. It envisions the preservation of established single-family residential neighborhoods and supports the application of transitional uses and buffers that will help minimize the impact of redevelopment on established residential districts in particular.

Another key land use concept supports the preservation and enhancement of the park and open space system. Key actions to ensure the investment and care that has been placed in the City’s “green structure” is continued with a new focus on establishing a robust trail and trailhead system, and the long-term transformation of Burch Creek corridor into a “green link” trail and bikeway system that will connect the City from southeast-to-northwest.



Imagine what it would be to explore Burch Creek up close.

City Center and South Gateway districts are projected to be redeveloped into mixed-use destinations over time, providing new housing, commercial, civic, and cultural services to help meet the needs and demands of the City. The transformation of City Center is anticipated to happen faster than South Gateway, creating the downtown destination that has been missing for so many years (see Centers, Gateways, & Urban Design section on page 48 for details).

FUTURE LAND USE TYPES

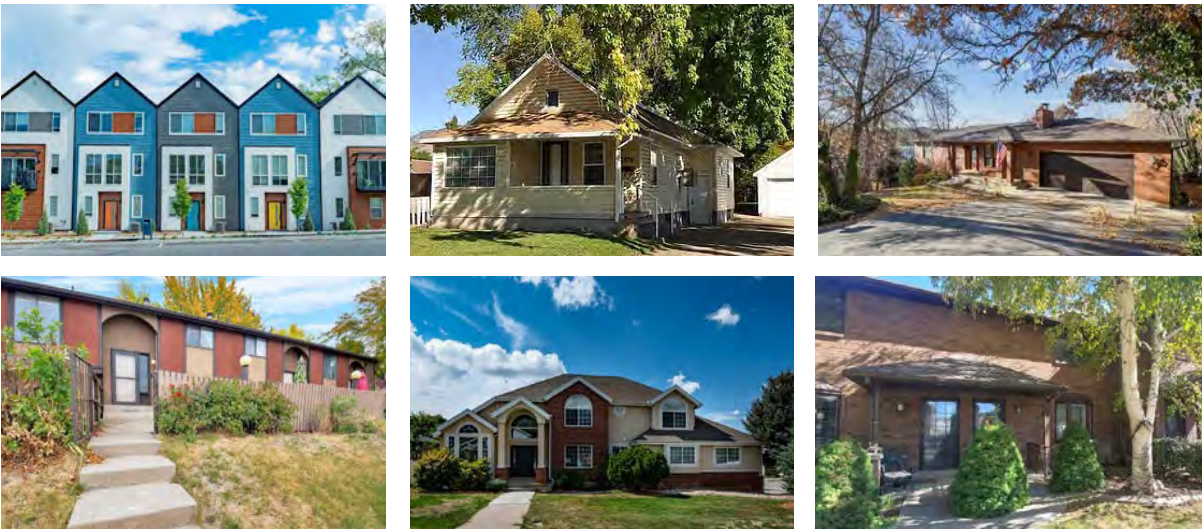
The following pages describe the proposed future land uses in greater detail. The general vision protects existing land use patterns and neighborhoods while introducing a wider variety of residential and commercial uses. The majority of single-family neighborhoods are preserved and protected, with higher-density residential and mixed uses encouraged at existing and new centers. Transitional uses should be used to buffer existing low-density neighborhoods from higher-density areas.

TABLE 2.2 - FUTURE LAND USE

NAME	ACRES	PERCENT
Single-Family Residential	1,286	51%
Mixed Residential	291	12%
Neighborhood Center	73	3%
Mixed-Use Redevelopment Area	441	18%
School	47	2%
Civic/Institutional	32	1%
Park	109	4%
Open Space	43	2%
Golf Course	137	5%
Cemetery	50	2%
Total	2,508	100%

SINGLE-FAMILY+ RESIDENTIAL

Existing single-family neighborhoods are preserved according to current zoning. Consisting primarily of detached single-family detached homes, this category also includes existing, duplex, triplex and four-unit residences. The few vacant sites that remain which are suitable for development should be infilled in a manner that is consistent with the character of the surrounding neighborhood. New types of residential uses such as Accessory Dwelling Units (ADUs) are encouraged to introduce easy-to-achieve housing affordability to these areas and the City as a whole.



Examples of Single-Family+ Residential

MIXED-RESIDENTIAL

These are transitional residential areas that serve as buffers between mixed-use and higher-density areas and existing single-family neighborhoods. Typical uses might include smaller lot single-family and “Missing Middle” housing types, including patio homes, townhomes, multiplexes, assisted living, and similar uses with maximum heights up to three or four stories. ADUs should also be encouraged in these areas to increase the supply of affordable housing in established neighborhoods.



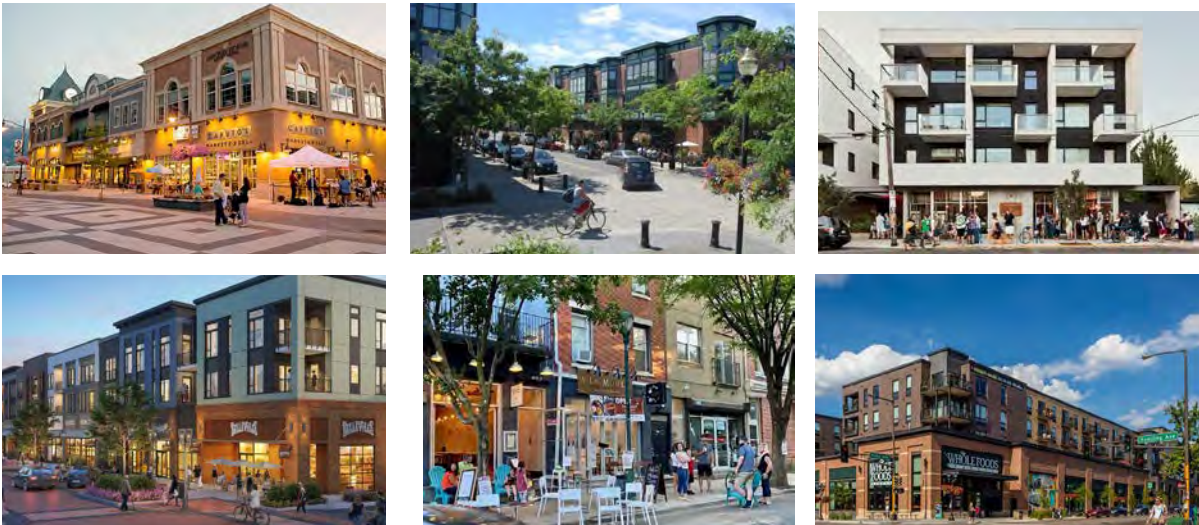
Examples of Mixed Residential



MIXED-USE REDEVELOPMENT AREAS

These areas provide the greatest potential for targeted growth in the City, typically as part of redevelopment efforts. They offer the highest density and are intended to bring energy and vitality to the City. Mixed-use redevelopment areas are not only places to live but places where people can access goods and services, recreate, gather, and celebrate together. These areas typically include a community destination, a retreat, or a place to hang out. They provide both economic and social vitality to the City and enhance the local “sense of place” when carefully designed and implemented.

Mixed-use land uses typically bring commercial and residential uses together in a single area. Retail-oriented centers, for example, feature small-scale retail businesses that provide goods and services to both local residents and pass-through traffic on US-89 and Washington Boulevard. These centers may include businesses such as grocery stores, convenience stores, pharmacies, and specialty boutique retailers, but should also include a mix of residential uses. Restaurants and other food service businesses are also encouraged in these pedestrian-friendly places (see Centers, Gateways, & Urban Design section on page 48 for details).



Examples of Mixed-Use Redevelopment Areas

NEIGHBORHOOD CENTERS

Neighborhood centers are intended to provide meaningful destinations for residents of adjacent neighborhoods, usually within walking distance from home. They should be small and intimate in nature, with an emphasis on meeting the daily living and service needs of residents through the inclusion of local businesses such as eateries and boutique retail operations. However, they may also include offices, civic use, parks and plazas (see Centers, Gateways, & Urban Design section on page 48 for details).



Examples of Neighborhood Centers

CIVIC, INSTITUTIONAL, & SCHOOLS

The key existing civic use is City Hall, which is located in City Center/40th Street district and serves as a transition between well-established residences and newer higher-intensity commercial and mixed-use areas. City Hall is envisioned to be maintained as the primary civic destination for the long term, with additional park and recreation amenities added to enhance its role as a key public destination. South Ogden’s schools are also key institutions in the community and should be well incorporated and supported indefinitely.



South Ogden City Hall and examples of other Civic, Institutional, & School uses

PARKS & OPEN SPACES IN SOUTH OGDEN

South Ogden is home to a robust and wide range of parks and open spaces. As highlighted in Chapter 6, existing facilities should be maintained and enhanced, and new parks and public spaces established in the emerging City Center to help meet needs and maintain existing levels of service. Natural open space, including the critical environment along Burch Creek, should be maintained and preserved as natural preserves and to remind future generations of the natural setting upon which the City was built. (See Layer 3: Green Structure on page 35 for more detail).



Examples of Parks & Open Space

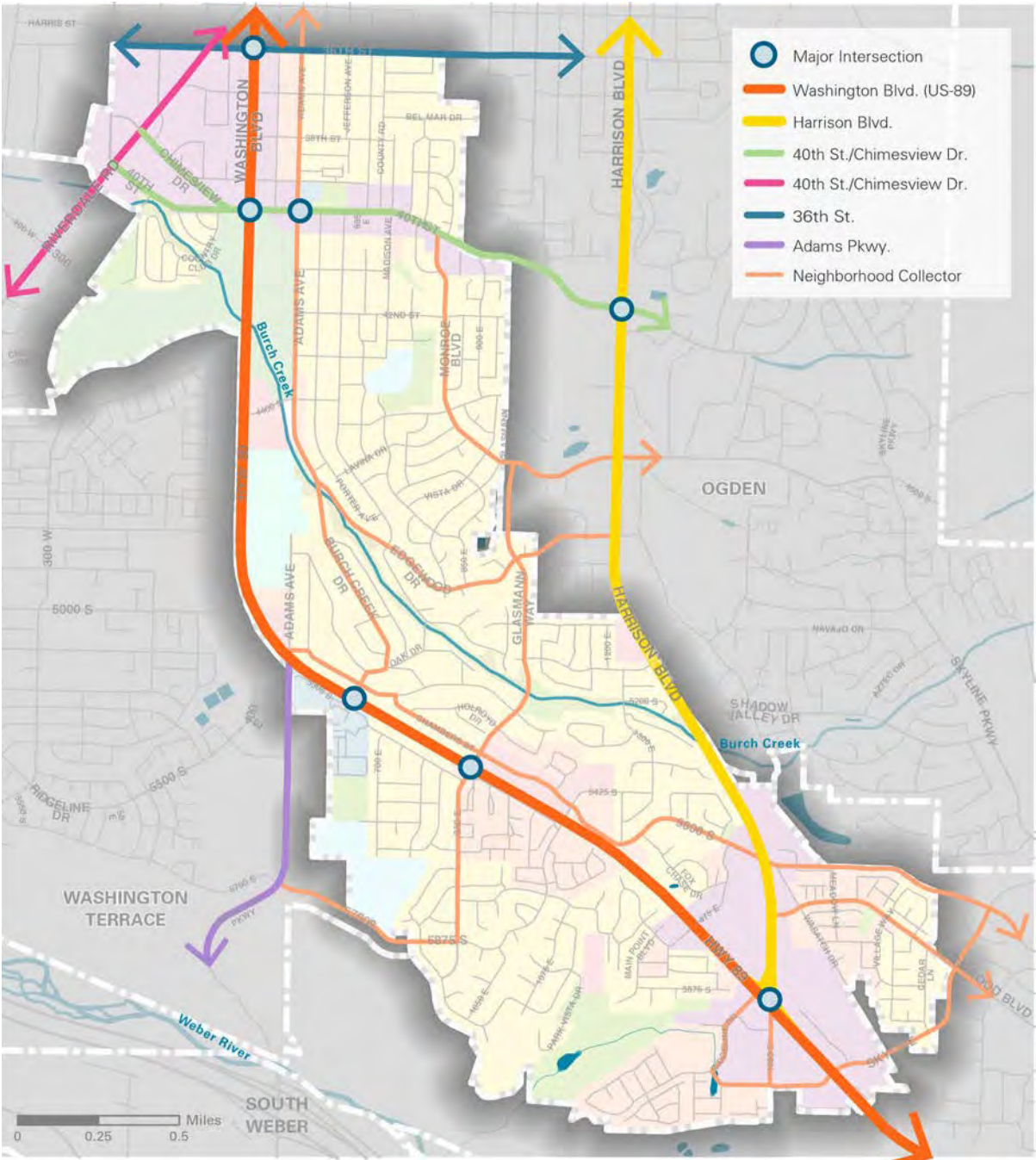




## LAYER 2: MAJOR CORRIDORS

As one of several cities within the greater Ogden region, South Ogden is crossed by several major corridors, providing both opportunities and challenges for the community. These corridors are illustrated in **Map 2.4** and followed by descriptions and enhancement ideas focused on the accommodation of all types of traffic, including pedestrians and cyclists as well as vehicles (See Chapter 3: Transportation for additional detail).

MAP 2.4 - MAJOR CORRIDORS



## MAJOR CORRIDORS

### US-89/WASHINGTON BOULEVARD

US-89 runs in a north-to-southeast direction, linking South Ogden to Ogden in the north and to I-84/Davis County to the south. The is the primary north/south connector in the City, linking City Center and South Gateway districts together. As the key roadway in the City, it is essential that it is a safe environment for all users.

For analysis purposes, Washington Boulevard has been divided into north, central and south segments. The **north segment** extends from 36th to 40th street, passing through City Center and the “heart” of the community. It is in this area that the highway becomes a distinct urban corridor, and where the name of US-89 changes to Washington Boulevard. This segment of Washington Boulevard is the “main street” of the City.

The **central segment** provides a direct connection between City Center and South Gateway while also providing limited access to local neighborhoods. In contrast to the north segment, this portion of the roadway functions primarily as a high-speed highway.

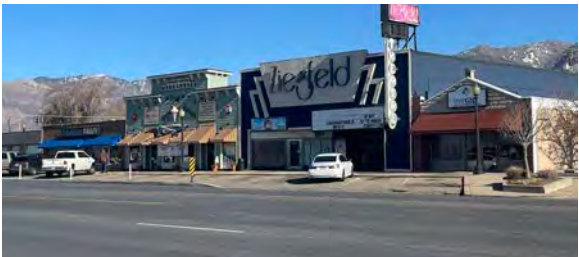
The **south segment** traverses South Gateway, extending from Crestwood Drive in the north to the southern boundary of the City. This segment has been upgraded over the years and has better access control than the other segments, with clear but limited access points to adjacent commercial uses.



US-89, North Segment



US-89, Central Segment



US-89, Historic Main Street Section



US-89, South Segment





### HARRISON BOULEVARD

Harrison Boulevard is a north-to-southwest roadway that connects with US-89 in the heart of South Gateway area. The corridor is an alternative to Washington Boulevard and serves as a regional connection between US-89, McKay-Dee Hospital, and Weber State University. Similar to US-89, the size and speed of the road and two major intersections within the South Gateway area make it difficult for pedestrians to cross.



Harrison Boulevard near the City Boundary



Harrison Boulevard near US-89

### 40TH STREET

40th Street is an important east-west connection. Located in the northern portion of the City, the roadway has sidewalks on both sides of the street but lacks cycling infrastructure. The narrow travel lanes with no shoulders force cyclists to use the sidewalk or use alternative streets. The roadway connects nearby residents to various community locations, such as South Ogden’s City Center, 40th Street Park, and McKay-Dee Hospital. The City recently added three new pedestrian crossings with rectangular rapid flashing beacons on 40th Street east of Washington Boulevard, which are intended to make access across 40th Street safer and easier. Recent and planned housing developments along 40th Street will increase the number of people who walk, cycle, and drive in the area, making it important that access improvements are undertaken in the future.



40th Street looking East



40th Street looking East

### 36TH STREET

36th Street serves as the northern boundary of South Ogden and is also an important east-west connection. A short buffered bike lane segment is located on the eastern end of the roadway, which eventually turns into a parking shoulder.



36th Street looking east



36th Street looking west

### RIVERDALE ROAD

Riverdale Road is located in the northwestern corner of South Ogden. It is a principal arterial roadway that provides a direct connection between I-15 and US-89. The roadway environment is unwelcoming to cyclists and pedestrians due to high traffic volumes and speeds, numerous curb cuts, and shoulders that transition into turning lanes at intersections. The Riverdale Road and 40th Street intersection experiences particularly high traffic volumes and is a primary route to McKay Dee Hospital and Weber State University to the east.



Riverdale Road looking south



Riverdale Road/40th Street Intersection

### OPPORTUNITIES FOR IMPROVEMENT

The following enhancements are suggested to make South Ogden’s major corridors more safe, functional and accessible to local residents and visitors.

#### US-89/WASHINGTON BOULEVARD

- Incorporate an off-street multi-use path along the roadway edges. This should be a safe, fully-separated, and comfortable pedestrian and cycling facility.
- Add enhanced street crossings typical for downtown areas such as those found in Ogden. These could include pedestrian underpasses, HAWK beacon signaled crosswalks, and additional automatic signalized intersections.





- Improve the street's side treatments with improved sidewalks, a multi-use trail, street trees, and other landscape enhancements as illustrated in **Figure 2.4** and **Figure 2.5** on page 58.
- Introduce a new transit route or shuttle service linking City Center with South Gateway to enhance access to the various activity centers and neighborhoods along US-89.

**HARRISON BOULEVARD**

- Provide easily-accessible and safe pedestrian infrastructure within the Harrison Boulevard and US-89 intersection, including safe and efficient crosswalks.
- Improve the street's side treatment with improved sidewalks, a multi-use trail, street trees, and other landscape enhancements as illustrated in **Figure 2.7** on page 60.

**40TH STREET**

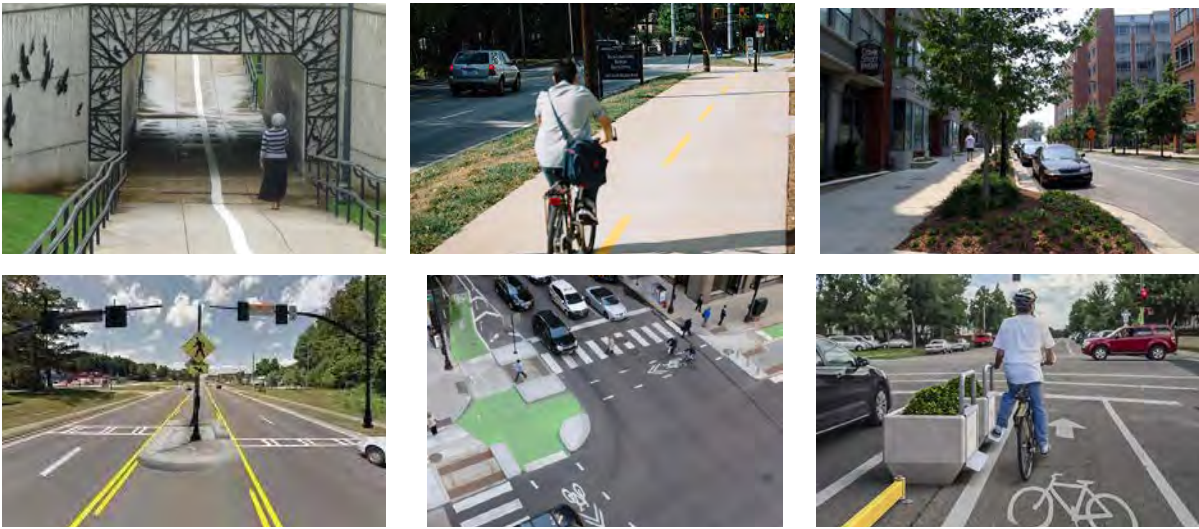
- Improve pedestrian access to the corridor, particularly from adjacent neighborhoods. Improvements could include adding sidewalks on Porter Avenue and Jefferson Avenue.

**36TH STREET**

- Extend this buffered bike lane west to Wall Avenue to provide a safer cycling connection with existing bicycle routes, such as Wall Avenue, Lincoln Avenue, and Riverdale Road

**RIVERDALE ROAD**

- Reduce the curb corner radii and increase crosswalk timing at the 40th Street/ Riverdale Road intersection to improve the overall pedestrian crossing experience.
- Add a multi-use path or protected bike lanes along Riverdale Road.



Examples of Major Corridor Improvements

**LAYER 3: GREEN STRUCTURE**

As illustrated in **Map 2.5**, this section solidifies the vision for parks, open spaces, trails, and other recreational facilities. It also addresses the number, size, distribution, features, and condition of existing recreational facilities, and indicates how current recreation needs are being met and what is needed to improve access and equity.

**MAP 2.5 - GREEN STRUCTURE**





EXISTING CONDITIONS

EXISTING PARKS

South Ogden is fortunate to have nine public parks that comprise a total of 109 acres of land. Map 2.5 illustrates the location of existing parks, open spaces, and trails in the City. Each park provides a variety of recreational opportunities and amenities, which taken together help meet the recreational and open space needs of the community. Table 2.3 provides a detailed inventory of each park and the amenities they contain.

TABLE 2.3 - PARK AMENITY MATRIX

NAME	ACRES	RESTROOM	PAVILION	MULTIPURPOSE FIELD	BASEBALL/SOFTBALL	TENNIS	PICKLEBALL	VOLLEYBALL	BASKETBALL	PLAYGROUND	WALKING PATH	WATER ACCESS	OTHER
Community Parks (10+ acres)													
Nature Park	54.7	1	1	0	0	0	0	0	0	2	Y	Y	*
Friendship Park	10.7	1	1	1	3	1	0	0	0	1	Y	N	-
Burch Creek Park	14.4	2	1	1	0	0	8	0	2	4	Y	N	-
Club Heights Park	10.9	1	1	1	1	0	0	0	0	1	N	N	-
Subtotal	90.7	5	4	3	4	1	8	0	2	8	-	-	-
Neighborhood Parks (3-10 acres)													
40th Street Park	5.5	1	1	1	0	2	0	0	1	2	N	N	-
Glasmann Way Park	7.6	1	3	1	0	0	0	0	0	0	Y	Y	-
Subtotal	13.1	2	4	2	0	2	0	0	1	2	-	-	-
Local Parks (<3 acres)													
Ferrell Park	1.1	0	1	1	0	0	0	0	0	1	N	N	-
Madison Park	2.0	1	1	1	0	0	0	0	0	0	N	N	-
Meadows Park	2.4	0	0	1	0	0	0	0	0	1	N	N	-
Subtotal	5.5	1	2	3	0	0	0	0	0	2	-	-	-
TOTAL	109	8	10	8	4	3	8	0	3	12	-	-	-

\* Nature Park also has a splashpad and amphitheater



Burch Creek Park



Friendship Park



Nature Park

To determine whether South Ogden’s existing parks, open space, and trails meet community needs, two different analyses were undertaken. The first is a Level-of-Service (LOS) Analysis, which examines park acreage in relation to population. The second is a Distribution Analysis, which evaluates the geographic distribution and influence of parks and trails within the City, which helps identify areas where service gaps exist.

EXISTING LEVEL-OF-SERVICE ANALYSIS

Level-of-Service (LOS) Analysis is a method that was developed by the National Recreation and Parks Association (NRPA) several decades ago to assist communities in evaluating whether their park resources are sufficient for meeting anticipated needs. LOS is calculated as a ratio, which is derived by dividing the total acres of parkland by the population and multiplying by 1,000. The resulting ratio represents the number of park acres available for every thousand residents.



According to this method, South Ogden has an existing park LOS of 6.3 acres for every 1,000 residents. This was determined by dividing the total park acreage (109.3) by the 2020 population (17,488) and multiplying by 1,000. Civic building sites, local school fields and grounds, private parks, and similar public properties such as retention basins were excluded from the calculations since they are either owned/managed by others, are not freely available to the general public, or do not meet traditional park needs.

LOS Analysis is a useful tool that can help South Ogden gauge the existing supply of parks and determine whether additional parkland is required to meet the future vision of the City as it continues to grow and mature. Based on a review of comparable communities in the region, South Ogden significantly surpasses the level of service provided in other cities approaching buildout, which is a testament to the proactive planning that has taken place here over time.

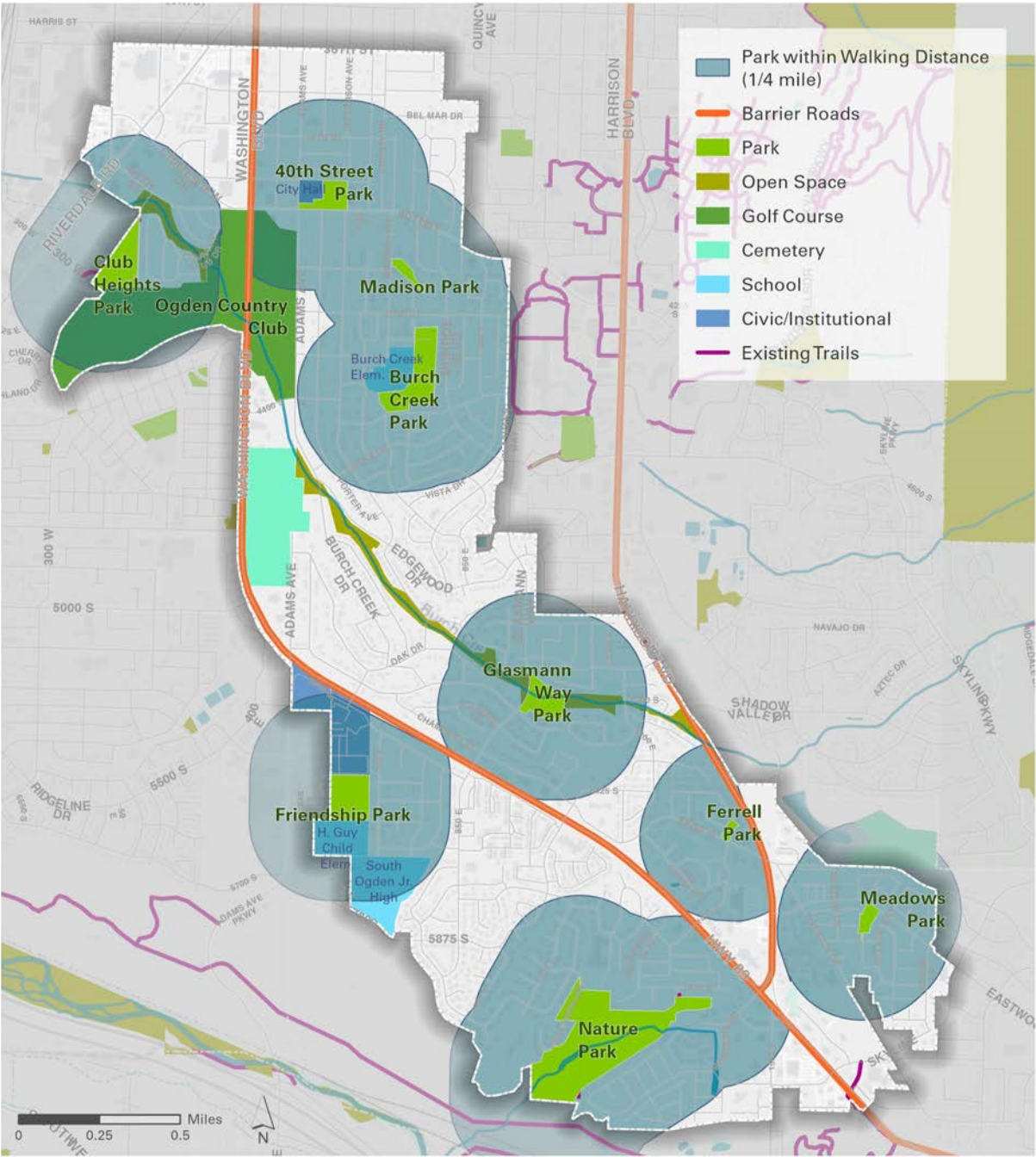
EXISTING DISTRIBUTION ANALYSIS

During the public engagement process, residents indicated that it is extremely important to have trails and parks within walking distance of homes (Appendix A). Map 2.6 illustrates the areas within the City that are within a quarter-mile of a park or trail, which roughly equates to a 15-minute walk. Overall, the City has a generally good distribution of parks, although the lack of trails and trailheads makes it difficult for neighborhoods that lack direct access to a nearby park to easily and safely access them along a dedicated trail. Since there is little vacant land remaining to develop new parks, the provision of additional trails to facilitate park access should be a recreational priority for the future. It is also recommended that a new park be located within City Center to help meet the needs of a growing downtown district (see for page 46 details).





MAP 2.6 - EXISTING PARKS & TRAILS WITHIN WALKING DISTANCE OF HOME



PARK AMENITIES & CONDITIONS

Another assessment tool considers the quality and defining characteristics of existing parks, including their setting, design, condition, and amenities. South Ogden has been making progressive and substantial enhancements to the park system in recent years, increasing both the number and quality of parks systemwide. Within the past five years alone, the City has added two new parks to the system — Burch Creek Park and Club Heights Park — and is currently preparing to upgrade Meadows Park. The City is also in the process of designing a

new skate park at 40th Street Park near City Hall. As indicated by the high marks provided by survey participants, the local park system and the high level of service are key contributing factors to the high quality of life in South Ogden.

EXISTING OPEN SPACE

Natural and undeveloped open space is an essential component of a comprehensive and balanced parks and recreation system. This is particularly true in South Ogden, where Burch Creek runs through several of its neighborhoods before extending into Ogden Golf and Country Club. Public input indicates strong support for access to open space, particularly near Burch Creek and other natural features. The South Ogden Nature Park is the most popular park, further highlighting the importance of natural lands to City residents.

Natural open space provides a host of ecological benefits which are equally important. For example, natural open space can help purify soil, water, and air, and can even help absorb and deflect noise, wind, and visual disturbances. Natural lands can also help store stormwater, absorb carbon and reduce urban heat. They can also provide wildlife habitat, cool hot winds, and provide a pleasing psychological connection to nature within the City.

In contrast to parks, Level of Service (LOS) and similar analyses are not typically used to assess open space, since such lands and sites are naturally occurring and not sited or developed to meet specific needs. Instead, open spaces are typically acquired on a case-by-case basis as opportunities arise. Priority should be placed on acquiring additional open spaces that expand the existing public open space system or preserve natural drainages and other sensitive lands. In contrast, small and disconnected open spaces should be avoided as they provide limited positive impact and can be difficult to access and maintain.



South Ogden Nature Park



Burch Creek



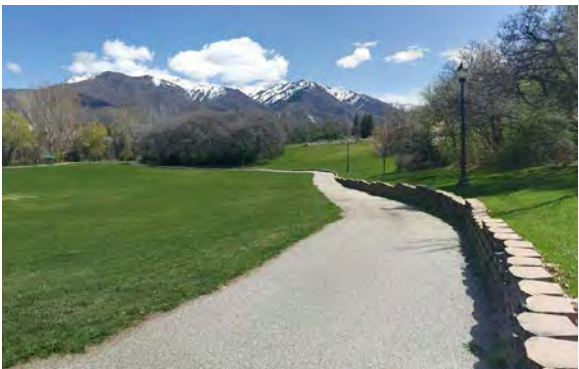




### EXISTING TRAILS

Trails are essential transportation and recreational amenities that provide connections between home, work, and play. They also serve a wide range of users (walkers, runners, and cyclists, for example) and user groups (individuals, families, athletes, youth, seniors, commuters, and casual recreationists).

According to the results of the public engagement process, trails are the most desired and used type of recreational facility in South Ogden, which is somewhat of a surprise when considering that the South Ogden trail system is small, with designated trails limited to locations in existing parks. For example, South Ogden Nature Park is the City’s most used park and encapsulates the majority of the City’s trail system. Since the City is almost entirely built-out, trail construction will be challenging, but should nevertheless be among the City’s highest long-term priorities.



Glasmann Way Park Perimeter Trail



South Ogden Nature Park Trail

### FUTURE PARK AND TRAIL IMPROVEMENTS

With an existing level-of-service that exceeds six acres per 1,000 residents, access to quality parkland is relatively high. It is therefore recommended that the City focus on the following enhancements as the City continues to grow and evolve:

- Provide a comprehensive and robust network of multi-use trails throughout the City;
- Continue to update and enhance existing South Ogden Parks to meet changing resident needs; and
- Develop a new “urban park” within the heart of City Center to serve the needs of new residents in the area and to accommodate special events and activities.

### A COMPREHENSIVE NETWORK OF TRAILS

As already indicated, there is strong public support for additional trails in South Ogden. The provision of additional trails and related amenities was the most requested recreational amenity by residents in the community survey. South Ogden currently has a very limited trail system that only exists within its public parks. As a result, trail development should be a key focus as the City continues to grow.

Map 2.5 illustrates a proposed system of interconnected trails and trail corridors. The suggested routes are conceptual in nature, with detailed alignments to be determined with the acquisition and development of each route. The proposed network consists of four major trail corridors that connect and serve local neighborhoods with parks and key destinations in the City and beyond. These corridors include Washington and Harrison Trails, Burch Creek Trail, East-Bench Trail, and the Glasmann Way Trail. Additionally, secondary connector trails are proposed, providing connections between major trails and key parks and destinations in the City. Each trail corridor is described in greater detail below. This plan acknowledges that implementation of the trail vision may take generations to realize, and that interim solutions may be necessary in the short term before fully-separated trail corridor easements can be acquired.

#### WASHINGTON & HARRISON TRAILS SYSTEM

Washington and Harrison Trails run adjacent to South Ogden’s two major highways: Washington Boulevard (US-89) and Harrison Boulevard (SR-203). These trails serve as the spine of the South Ogden trail system, providing a direct connection from City Center to South Gateway Center, and linking with all other existing and envisioned trails.

Washington and Harrison Trails are intended to serve as regional routes, extending into adjacent communities and beyond. They should be wide enough to accommodate pedestrian and bicycle traffic in both directions and be offset from the road as much as possible to mitigate traffic noise and safety concerns. Street Trees and other landscape enhancements should be used to buffer the trails from the high-speed traffic traversing the adjacent roadways and for providing shade to trail users. Special design considerations will be needed at major intersections to ensure users are able to cross intersections safely, comfortably, and efficiently.



Inspirational examples for the Washington & Harrison Trails







BURCH CREEK TRAIL

Burch Creek is one of the greatest natural assets found in South Ogden. It is a major drainage conveying water westward from the steep Wasatch slopes in the east toward the Weber Valley, Weber River, and eventually the Great Salt Lake far to the west. Despite the important role the creek plays, public access is limited due to challenging topography and a location that extends through private property. The establishment of a complete Burch Creek Trail would be beneficial to the community, as it would serve as a significant trail corridor while also providing public access to a unique natural waterway and open space feature. Implementing a trail along the creek would allow people to access Burch Creek and experience the beauty offered along the route. The trail would also provide an important connection to the well-loved Burch Creek Trail in Wasatch Mountains to the East, Weber River to the west, and City Center in between.

Since establishing a trail along Burch Creek will be challenging, it should be viewed as a long-term goal that may take several decades to fulfill. The City should work to obtain access and trail easements to Burch Creek as opportunities arise, and consider negotiating public access agreements along the edges of the creek where it passes through Ogden Golf and Country Club.

In some areas, trail development along Burch Creek may be challenging due to site conditions and access restrictions on private property. In such cases, the trail may need to be diverted to adjacent streets to ensure the corridor is complete and intact. Such solutions should only be undertaken once other options prove unworkable, as the intrinsic value of the trail will be significantly diminished once street-side.



Inspirational examples for the Burch Creek Trail



Example design solutions for street-adjacent trail segments where a creekside trail is not feasible

EAST BENCH TRAIL

East Bench Trail runs along the City's Southwest boundary, adjacent to the South Ogden Nature Park and continuing past South Ogden Jr. High, H. Guy Child Elementary and Friendship Park. While the majority of the trail is likely to be located within unincorporated Weber County, the trail would be highly beneficial to the South Ogden community, providing access to natural open space and sweeping views across the valley and beyond.

Depending on the results of detailed assessments yet to come, the East Bench Trail may be best suited as an unpaved trail, similar to the Bonneville Shoreline Trail. A trail connection from the East Bench Trail down to the Weber River Regional Trail would be a major asset, and should be pursued.

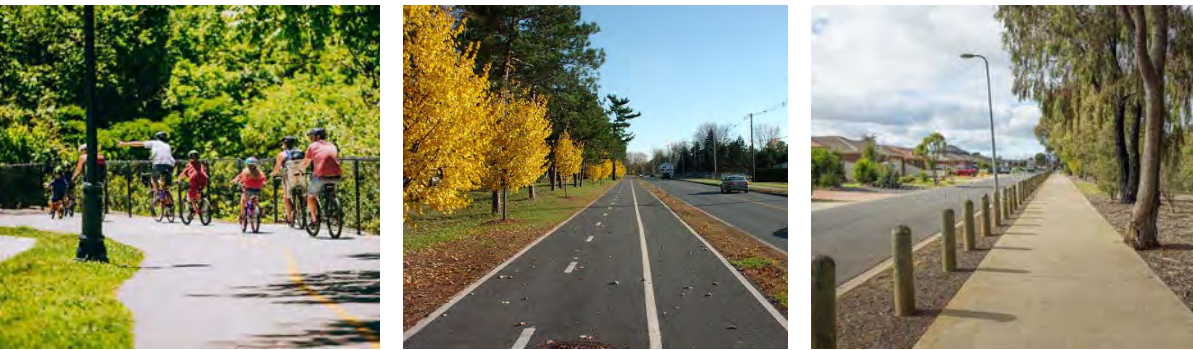


Inspirational examples for the East Bench Trail

GLASMANN WAY TRAIL

Glasmann Way Trail is a street-adjacent trail that would provide a mid-City connection, linking the Washington, Burch Creek, and East Bench Trails and three South Ogden public parks (Glasmann Way Park, Burch Creek Park, and Madison Park). This is an important neighborhood connection, as it runs through seven of South Ogden's eleven neighborhoods.

The trail runs along 850 East, Glasmann Way, Monroe Boulevard, and Madison Avenue - all of which have wide street right-of-ways that could accommodate a street-adjacent trail. The inclusion of street trees, trail lighting, and enhanced intersection crossings should be considered as the trail is designed and implemented.



Inspirational examples for the Glasmann Way Trail







CONNECTOR TRAILS

Connector trails provide necessary links between major trail corridors and community destinations. These trails tend to be shorter trail segments that will likely see less foot traffic. However, they are necessary for a well-connected and functioning trail system. Special priority and treatment should be given to the north-most segment connecting the Glasmann Way, Washington, and Burch Creek trails to the future City Center Park.



Inspirational examples for the Connector Trails

TRAIL STREET CROSSINGS

Appropriately designed street crossings are essential for a functional and safe trail network. Generally speaking, trail crossings are best located on local streets, which have much lower speeds and fewer lanes than larger street types, making surface crossings at easier to control. Collector Streets have more lanes, more traffic, and faster speeds, conditions that require enhanced crossing solutions such as the installation of warning lights or crossing signals and HAWK Beacons (High-Intensity Activated crosswalks), a traffic control device used to stop road traffic and allow pedestrians and cyclists to cross safely.



Example of a HAWK Beacon

Arterial Streets include high traffic levels and fast-moving vehicles, which require the most restrictive crossing tools and facilities including traffic signals and grade-separated crossings such as tunnels and bridges. Research indicates that the most highly-utilized trail systems utilize grade-separated road crossings, as they support a safer, uninterrupted experience.

TUNNELS

Two tunnels are proposed under Washington Boulevard (US-89) as the City grows and evolves. The first is located south of 40th Street where Burch Creek links the east and west portions of Ogden Golf and Country Club. A tunnel already exists in this location for golf course users and could be adapted to provide a public trail connection, thereby reducing implementation costs. Access will need to be negotiated with Ogden Golf and Country Club, Weber County, and other stakeholders, which is likely to take time and perseverance.

A second tunnel is proposed at approximately 38th Street and Washington Boulevard to safely connect the bustling City Center on the west side of Washington Boulevard with the smaller-scale “Old Town” portion of downtown to the east. Since the slope drops steeply to the west on the west side of the roadway, a tunnel is probably better than a bridge at this location, although detailed analysis and design will need to be undertaken to determine the optimal solution.



Inspirational examples for pedestrian tunnels

AT-GRADE CROSSINGS

When grade-separated crossings are not feasible, at-grade crossing enhancements should be considered. Examples of such improvements include curb bulb-outs, raised crosswalks, and pedestrian refuges to decrease crossing distances, increase pedestrian visibility, slow traffic, and support trail continuity. If traffic is particularly fast or heavy, a HAWK (High-Intensity Activated Crosswalk) beacon may be installed, allowing pedestrians to activate a traffic stop to facilitate a safe crossing.



Inspirational examples for at-grade pedestrian crossings

REINVEST IN EXISTING PARKS

As previously indicated, South Ogden City has made a significant effort to improve the quality of its park system and it is recommended that it continue in that direction in the future. Some parks are currently underutilized, due in part to the lack of amenities and aging infrastructure.

Replacing old playground equipment, re-surfacing parking lots, and replacing worn-out play equipment and amenities are normal for maturing cities and are essential if the parks,







recreation, trails, and open space system is to continue to thrive. It is recommended that the City conduct a Park System Inventory and Conditions Assessment, detailing individual park amenities and their current condition which can serve as the basis upon which future improvements and upgrades can be prioritized and phased. When improving parks, the City should remember to engage with the surrounding neighborhood and the community at large to ensure investments meet the needs and desires of residents.

DEVELOP A NEW URBAN PARK IN CITY CENTER

City Center west of Washington Boulevard is anticipated to become an active, vibrant neighborhood – a place where people come to gather and meet, and where residents and visitors converge for special events and festivals. At present, the area lacks any meaningful open space or parks, which is essential for ensuring the area becomes the community destination and draw that is anticipated.

A new “urban park” is proposed to help meet this need. The new park does not need to be large, but should instead provide features and be designed in a manner that supports the anticipated events and activities of this downtown” setting. City Center Park should be a flexible place, supporting a range of activities and uses. It should also be an active place, that is actively programmed with frequent community events and programs, large and small. It should also be an engaging and comfortable place where users want to linger and return frequently and often. Finally, City Center Park should be linked to the rest of the community through a comprehensive system of sidewalks, plazas, and street crossings trails that are connected to community and regional destinations near and far.

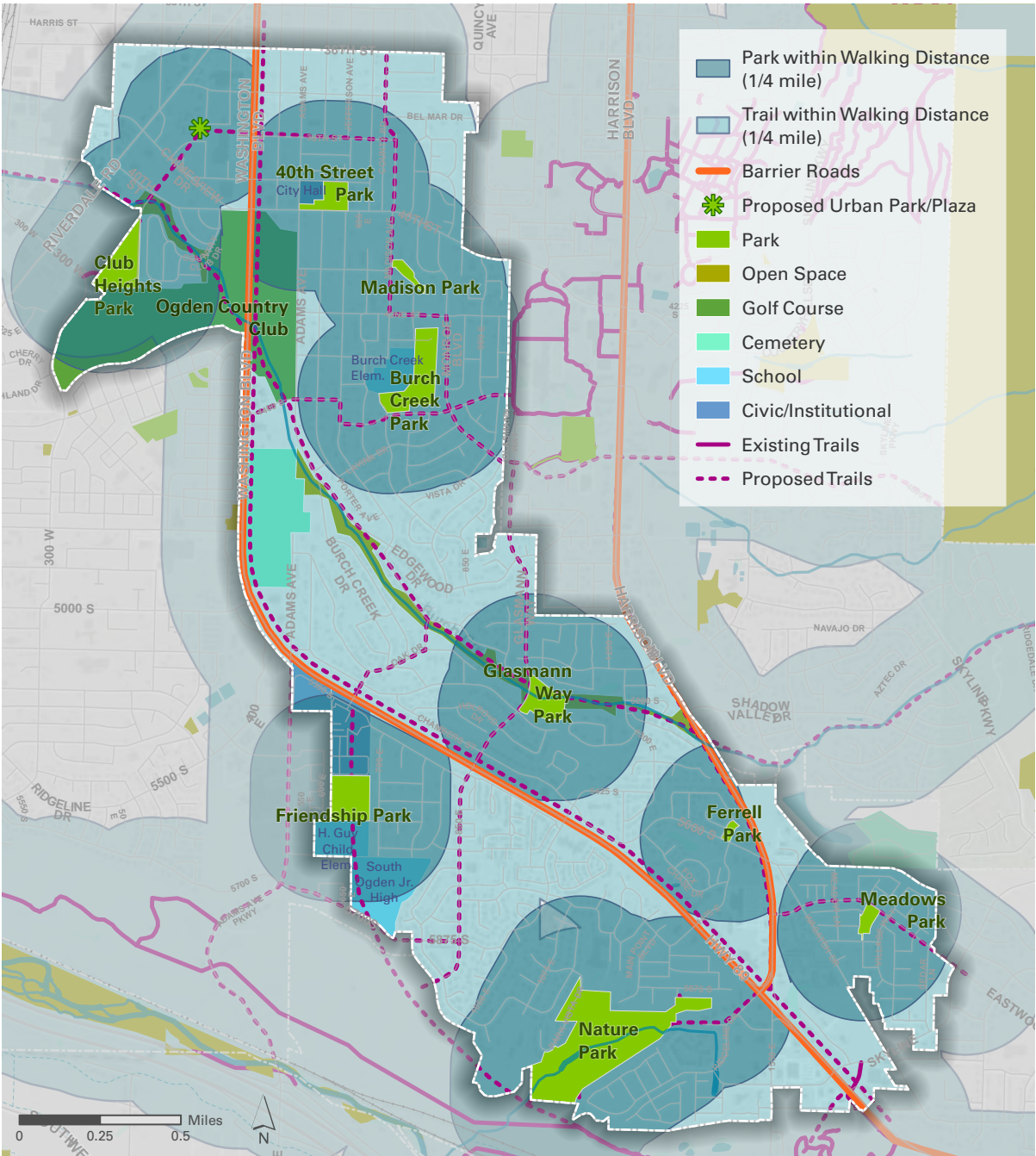


Inspirational examples for a urban City Center Park

IMPROVED PARK AND TRAIL ACCESS

Map 2.7 illustrates the walkshed of both existing and proposed park and trail facilities. With the addition of the proposed urban park/plaza at City Center and the future trail system (described in the next section), all South Ogden residents would theoretically have a trail or park within walking distance (¼ mile) from their homes. However, the circuitous street layout and extensive use of cul-de-sac and dead-end streets in some neighborhoods reduce pedestrian connectivity and result in longer walking distances. Nevertheless, the proposed park and trail enhancements will result in better access to parks and trail by foot or bike.

MAP 2.7 - PROPOSED PARKS & TRAILS WITHIN WALKING DISTANCE OF HOME

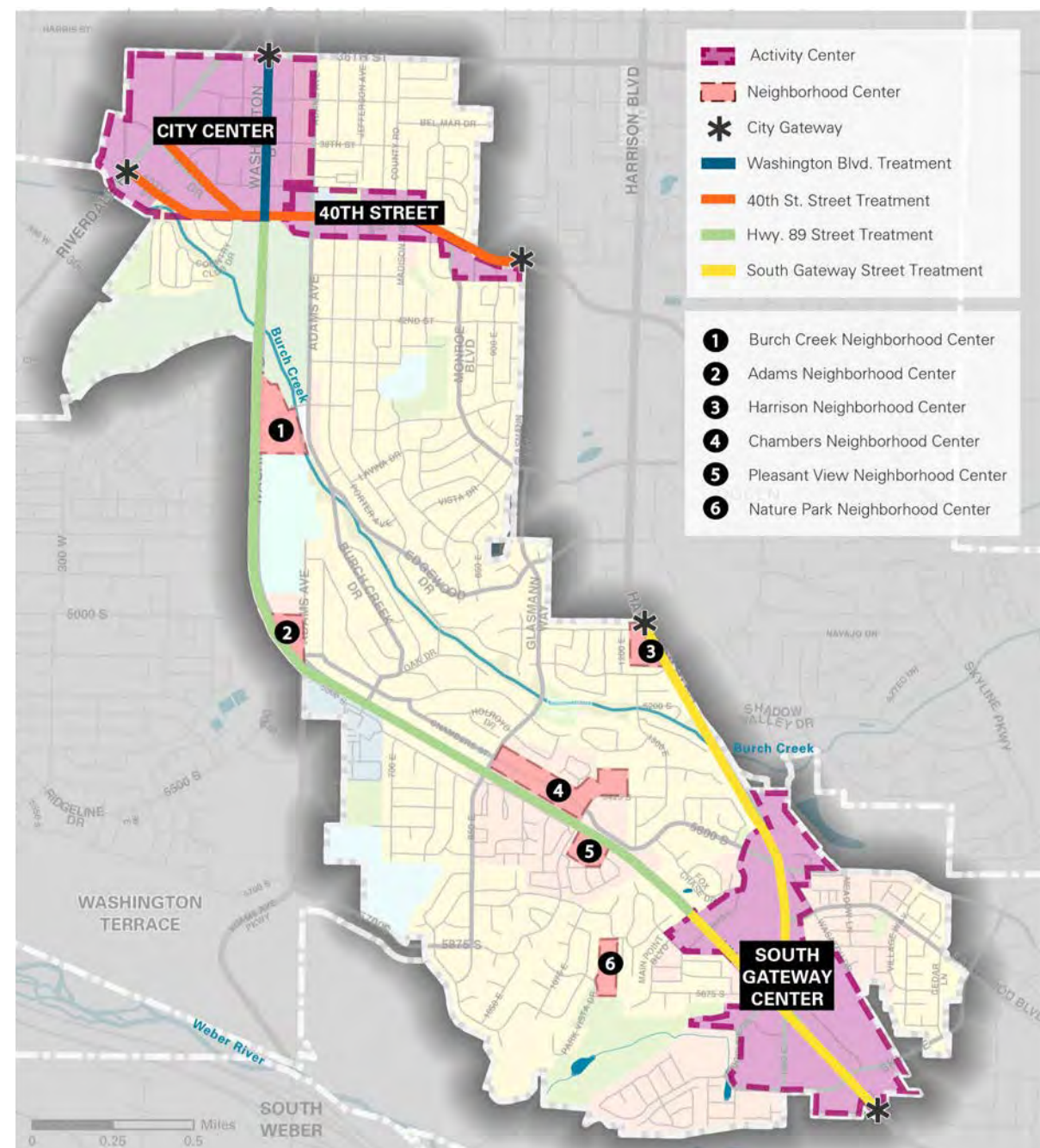




## LAYER 4. CENTERS, GATEWAYS & URBAN DESIGN

The interface between South Ogden and adjacent communities is somewhat blurred, with few indicators that one is entering or leaving the City. Once here, it is not always clear where key destinations and centers are located, or how to get to them. Diverse City centers, quality urban design, attractive streetscapes, and strong gateways are needed to provide a stronger identity and clarity to visitors in particular. **Map 2.8** indicates the location of the City's centers that are supported by gateway and corridor treatments to ensure future growth and infrastructure improvements further strengthen the urban form of the City.

**MAP 2.8 - CENTERS, GATEWAYS, & URBAN DESIGN ENHANCEMENTS**



## CENTERS

As a community approaching build-out, future growth will occur almost exclusively through infill and redevelopment of vacant, undeveloped, and under-utilized sites. A limited amount of smaller-scale residential is anticipated in established neighborhoods, focusing on uses similar in scale to established uses. In contrast, larger-scale redevelopment and densification efforts are supported at City Center and South Gateway Center, and to a lesser degree at six Neighborhood Centers located along key corridors and neighborhood junctions.

This section provides a vision for how these places should be developed and transformed into discernible centers to meet the needs of the City. To summarize, they should include sustainable economic development that transforms the community into a more attractive place to live, work, and play. Form-based codes have been developed for each of these sites, which will help ensure future growth is coordinated and beneficial to the community as a whole.

### CITY CENTER

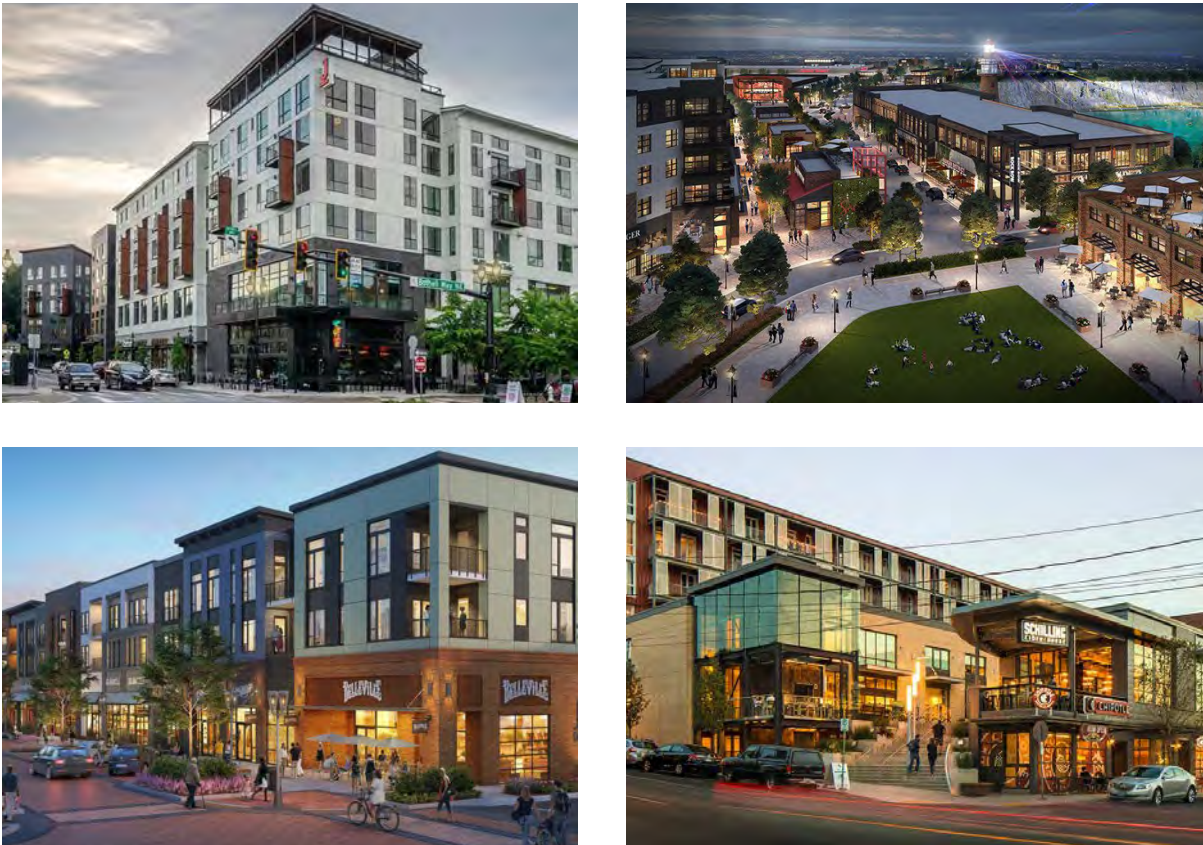
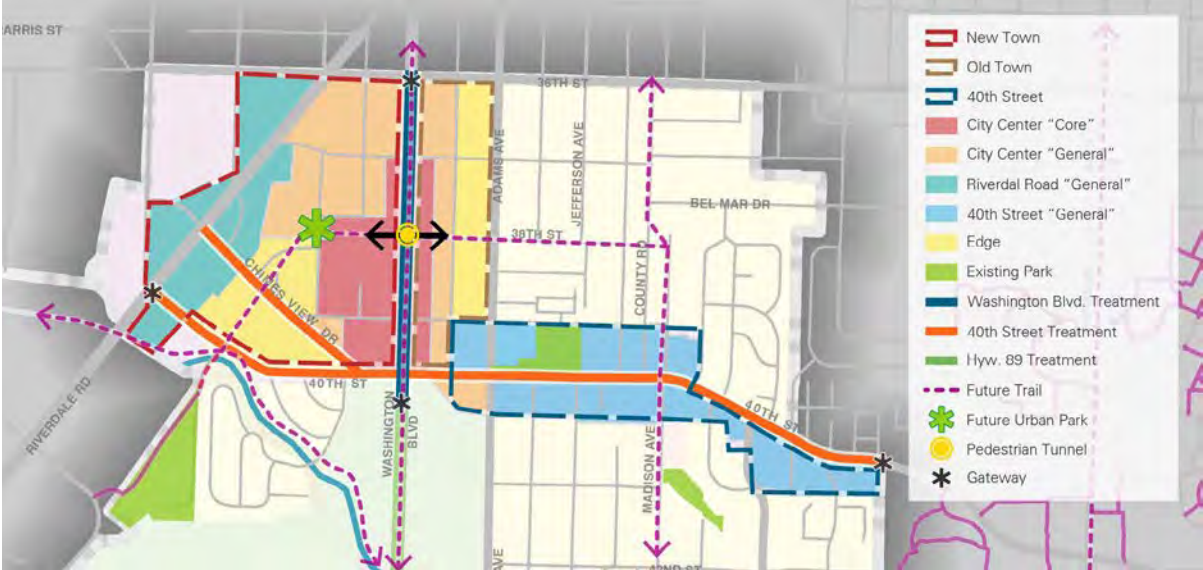
City Center is anticipated to become a thriving downtown and the “heart of the City” – a mixed-use destination, comprising a wide mix of commercial, residential and support uses. According to the form-based code adopted in 2016 for this area, City Center should be a thriving destination that is diverse in use, visually appealing, and pedestrian-friendly. However, there are still several urban design challenges that stand in the way of a successful City center:

- City Center is bisected by Washington Boulevard (US-89) - a high-speed, five-lane, highway with inadequate sidewalks and bike/pedestrian facilities. The roadway is a significant barrier between the east and west sides of City Center, and as a result, is a challenging barrier to overcome.
- City Center streets and intersections lack adequate pedestrian/cyclist infrastructure and amenities to facilitate safe and efficient travel by foot or bike.
- There are no community gathering and recreational spaces.
- The topography is steep on the west side of Washington Boulevard, making it difficult to establish a strong roadside presence along the highway. However, this situation has a positive side, as it supports the development of a pedestrian tunnel around 38th Street, which could help link the two sides of City Center.
- City Center lacks attractive streetscapes and gateways. There is no obvious sense of arrival as one arrives.



Figure 2.2 illustrates an urban design concept for the downtown area, which aims to address the above challenges while building upon City’s existing form-based code. A description of the five subdistricts follows.

FIGURE 2.2 - CITY CENTER URBAN DESIGN DIAGRAM



Inspirational examples for South Ogden’s City Center

### CITY CENTER “CORE”

This is the “heart” of City Center, where most of its shops, businesses, and workplaces will be located. This is the densest and tallest part of the area, with storefronts envisioned at street level and the upper stories earmarked for living and working.

### CITY CENTER “GENERAL”

This subdistrict provides a transition from the “core” to the edges, incorporating a variety of office, retail and residential uses at a variety of scales.

### EDGE

This part of City Center comprises smaller-scale residential buildings, which provide a buffer between existing single-family residential neighborhoods and the “Core” and “General” areas.

### 40TH STREET “GENERAL”

A corridor district that supports higher-density mixed use-development along 40th Street. Development here is envisioned to be smaller scale and finer grain than the rest of City Center, helping to provide a good fit with adjacent lower-density residences.

### RIVERDALE ROAD “GENERAL”

This subdistrict is dominated by car-centric uses, which are buffered to ensure a seamless transition exists with adjacent City Center uses. Typical uses include office, retail, and limited residential uses at a variety of scales, although existing uses such as big box retailers, outdoor sales lots, drive-throughs, and similar auto-oriented uses are likely to be maintained in the future.



Example of a thriving, walkable City center with high-quality streetscapes





CITY CENTER URBAN DESIGN ENHANCEMENTS

Consistent building setbacks and unified street treatments, such as street trees and furnishings, should be used to unify downtown visually. Street trees provide an attractive and unified setting, as well as a canopy of shade and protection from other climatic elements. Wide sidewalks (at least 6 feet in width) facilitate ease of pedestrian access to commercial venues. Even wider sidewalks should be used in the commercial core to accommodate higher pedestrian traffic and encourage flexible uses, such as outdoor eating areas. Traffic calming tools such as bulb-outs, raised crosswalks, narrowed streets, and on-street parking should be used to slow traffic and create a safer and more comfortable pedestrian environment. Street furniture and amenities should also be included, such as benches, trash receptacles, signage and wayfinding, bike racks, and more.

As the major arterial roads bisecting City Center, special design consideration is necessary for both Washington Boulevard (US-89) and 40th Street. Proposed side treatments are illustrated in Figure 2.4 on page 58 and Figure 2.6 on page 59. Additionally, more frequent and safer pedestrian crossings are needed to minimize the barrier these roads present to pedestrians. As a UDOT-managed highway, at-grade crosswalks are likely to be difficult to implement on Washington Boulevard. As mentioned previously, a pedestrian tunnel is proposed under Washington Boulevard at 38th street to ensure a safe, and efficient connection between Old Town and New Town without disrupting Washington Boulevard traffic. Additional crossings will be necessary on both roads to maintain adequate pedestrian connectivity.



Examples of quality urban design in walkable City centers

An urban park is proposed in the core of City Center along with a trail, connecting City Center to the rest of the community. The urban park and trails are detailed in the Green Structure section on page 35. Public art should also be included to help establish a clear and unified identity for City Center.

SOUTH GATEWAY CENTER

South Gateway Center is largely built-out. It is dominated by road-dominant uses. The area includes a mix of big-box and strip-mall commercial and higher-density residential uses. There is potential for the area to evolve into a more pedestrian-friendly center as individual parcels redevelop over time. However, it is anticipated that such transformations will take place much slower in this area in comparison to City Center. The future vision for this area emphasizes commercial uses, although mixed uses are permitted. Walkable site design and pedestrian uses are envisioned in the future, replacing the parking and automobile-oriented layouts that currently exist.

Similar to City Center, a form-based code has been developed for this area which is helping to align growth and development with the future vision. Careful urban design will be necessary to support new pedestrian-oriented development as it occurs. South Gateway Center has a very limited street network, comprised mostly of high-traffic arterial roads. A well-connected street system encompassing a finer grain of local, lower-speed streets with frequent pedestrian crossings and high-quality streetscape enhancements is anticipated as the area transforms.



Inspirational examples for South Ogden's South Gateway Center





NEIGHBORHOOD CENTERS

Six neighborhood centers are proposed throughout the community along key corridors and at neighborhood junctions. These sites are currently dominated by suburban-type commercial and retail developments and are envisioned to be transformed into better-integrated community nodes over time. Neighborhood centers are specifically intended to provide a meaningful destination within walking distance of adjacent neighborhoods. They should be small and local with an emphasis on local eateries or boutique retail, but may also include civic and park uses as well.



Inspirational examples for South Ogden's Neighborhood Centers

BRANDING, NODES, GATEWAY & CORRIDOR ENHANCEMENTS

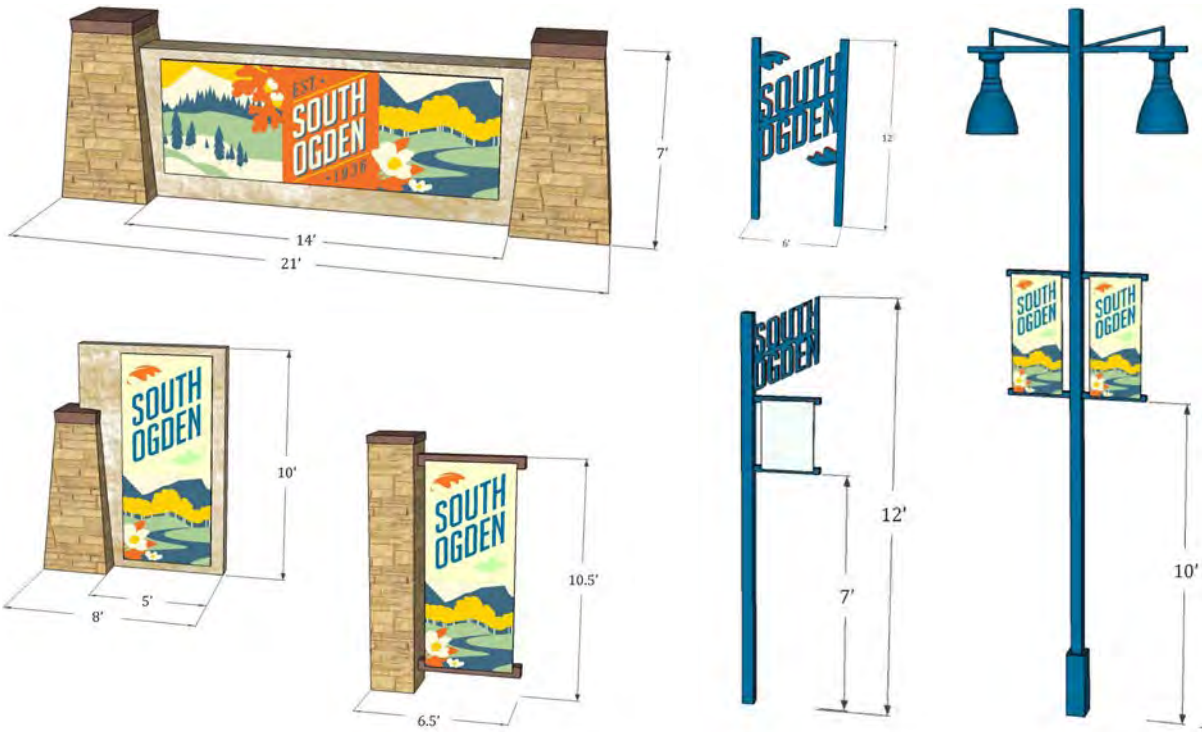
Special urban design treatments should be established at each South Ogden center and along major corridors, trails, and public spaces. Each center should be treated as a special place, which will help residents and visitors understand the function of the place. Gateways should be established to clarify arrival into the City, which should go beyond wayfinding and signage and instead focus on the creation of the City's gateways into great public spaces that are beautiful through the use of engaging landscape treatments and special design details.

REINFORCING THE SOUTH OGDEN BRAND

South Ogden City underwent a rebranding effort in 2016 that resulted in new brand for the City. As illustrated in Figure 2.3, the South Ogden brand should be extended into the City landscape, helping to unify signage, furnishings, gateway features, and infrastructure Citywide, reinforcing the brand, and helping to distinguish South Ogden from neighboring communities. Efforts should continue to be made to reinforce the brand in the everyday settings of the City, most particularly at centers and along City streets.



FIGURE 2.3 - EXAMPLE SIGNAGE, FURNISHINGS, & INFRASTRUCTURE THAT REINFORCE SOUTH OGDEN CITY'S BRAND







## NODE & GATEWAY TREATMENTS

Clear indications that one has arrived in South Ogden should be established at key entrances into the City. A variety of methods and forms can be used, including enhanced landscaping, coordinated signage, unique landforms, and landscape art. The images below illustrate the range of gateway enhancements that will improve wayfinding in the City helping to delineate the community and its neighborhoods. As indicated in **Map 2.8** and detailed below, South Ogden should develop gateway features at key entrances, intersections, and corridors within the City to provide clear indications when one has arrived. As illustrated in the accompanying images, a variety of gateway methods and forms can be used, depending on site and roadway conditions, including a range of enhanced landscape treatments, coordinated signage, special gateway features and landmarks, unique landforms and landscape art.



Inspirational examples of nodes & gateways

## CORRIDOR TREATMENTS

Public road rights-of-way are the largest and farthest-reaching public spaces in the City. Historically, streets and roads have been designated as facilities for automobile traffic and public utilities. As the City continues to mature, actions should be undertaken that transform the street corridor into multi-dimensional infrastructure investments, providing space to accommodate alternative transportation modes and help establish community identity.

Typical corridor treatments with detailed streetscape improvements are illustrated on the following pages for four key roadways. These corridors are highlighted in **Map 2.8** and include the following:

- Washington Boulevard (US-89\_ as it passes through City Center,
- US-89 connecting City Center and South Town Center
- 40th Street
- South Gateway Center Corridors (US-89 and Harrison Boulevard)

Since these roads are primarily managed by UDOT and would be difficult to alter, the proposed enhancements are focused on street-edge changes associated with the sidewalk and park strip zone. Considered holistically, the enhancements are intended to make South Ogden more bike /pedestrian-friendly and aesthetically pleasing while also helping to clarify the South Ogden brand and establish a clear sense of arrival

### WASHINGTON BOULEVARD

From 36th Street to 40th Street, Washington Boulevard is an 85'-wide highway that bisects the future City Center. As previously indicated, the roadway is fast and wide, creating a significant barrier for pedestrians and cyclists and an unpleasant environment that transmits traffic, noise, and air pollution to the adjacent sidewalks and properties.

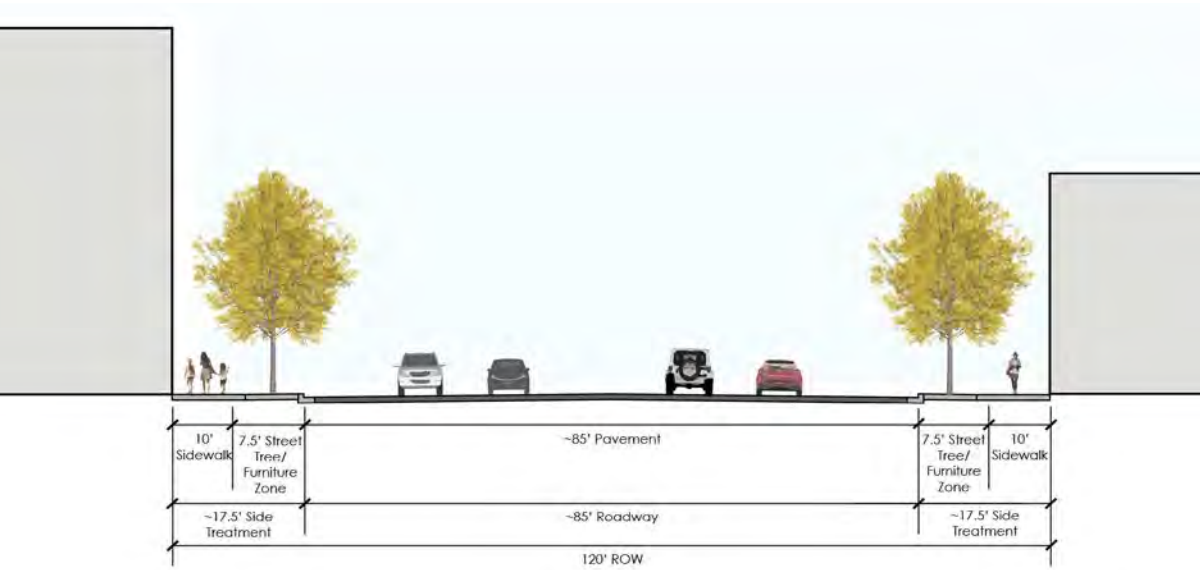
As a UDOT-managed road, the City likely has little control over the design of the roadway itself. However, it is recommended that South Ogden should work with UDOT to improve the roadway side treatments as part of making downtown South Ogden a more comfortable pedestrian environment. Traffic calming measures within the roadways such as bulb-outs, islands, signaled, pedestrian crossing, on-street parking, additional street signals, and reduced speed limits should also be discussed with UDOT as part of making this segment of the roadway supportive of the envisioned future of downtown South Ogden.

The street edge is currently dominated by narrow sidewalks with no park strips or street trees. **Figure 2.4** illustrates proposed improvements that widen the sidewalks and add an urban street tree/furniture zone. As shown in the photo below, a similar design has been achieved along Washington Boulevard in downtown Ogden.





FIGURE 2.4 - WASHINGTON BOULEVARD SIDE TREATMENT CROSS-SECTION



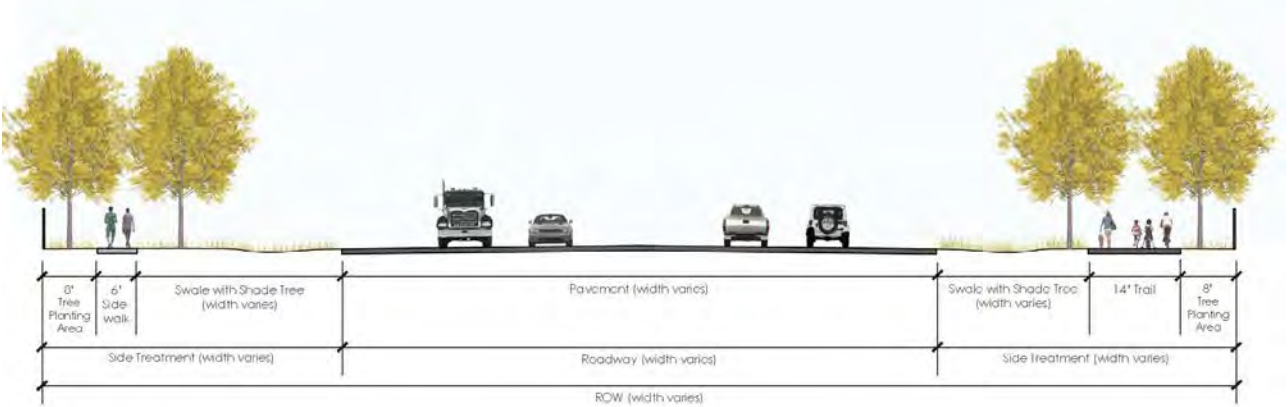
Washington Boulevard, Downtown Ogden, Utah

HIGHWAY 89

Special consideration should be given to beautifying sections of US-89 as it passes through the City, transforming the segment that links City Center with South Gateway Center into a green and lush parkway. Such improvements would provide a positive impression to those traveling through the City, help to reinforce the South Ogden “sense of place”, direct views and provide visual buffers, and reduce highway noise in residential neighborhoods.

Figure 2.5 illustrates a potential design solution that includes a wide, multi-use trail on one side of the roads and a wide sidewalk on the other – both flanked by trees, buffering the roadway and providing shade. Both the trail and sidewalk should be offset from the roadway as much as possible to increase pedestrian and cyclist comfort and safety. Additional waterwise plantings or public art within the ROW area would beautify the City and can showcase the artistic expression of the community.

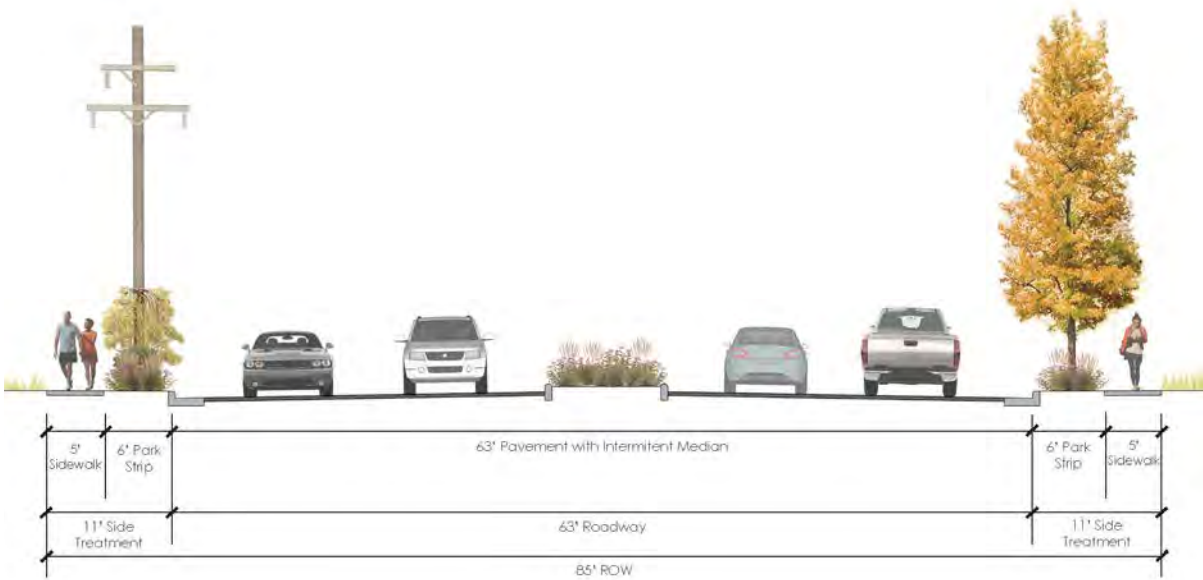
FIGURE 2.5 - US-89 SIDE TREATMENT CROSS-SECTION



40TH STREET

40th Street functions as one of the key east-west connectors in South Ogden, linking City Center to adjacent neighborhoods and communities, and providing access to I-15 to the west and McKay Dee Hospital and Weber State University along Harrison Boulevard to the east. As illustrated in Figure 2.6, the corridor was recently re-constructed to serve increased traffic demand, incorporating aesthetic and pedestrian side treatments as part of the final design.

FIGURE 2.6 - 40TH STREET SIDE TREATMENT CROSS-SECTION



SOUTH GATEWAY CORRIDORS

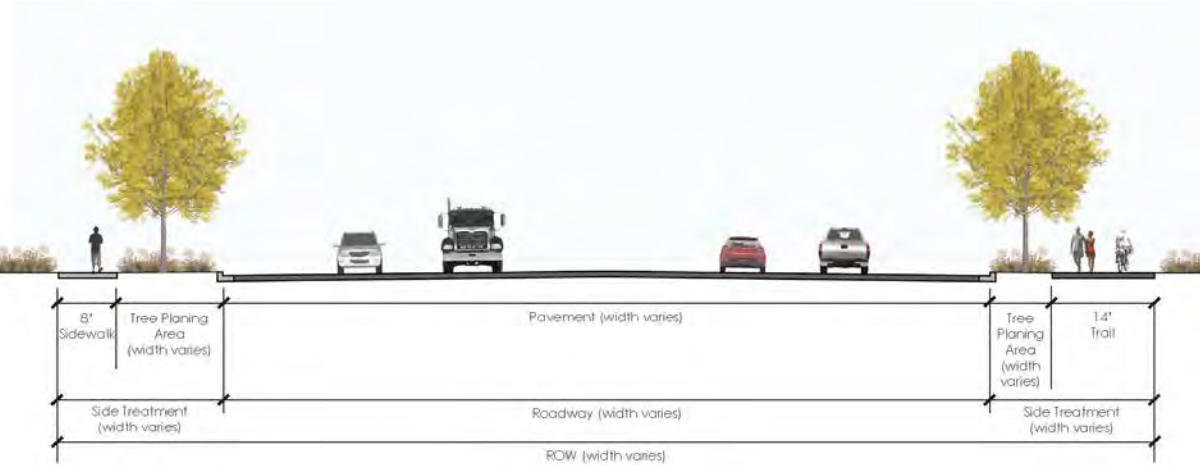
US-89 and Harrison Boulevard converge in South Ogden’s South Gateway Center. These major roadways experience high traffic volumes traveling at high speeds, resulting in an unremarkable and open-feeling gateway area where it is difficult to perceive that one is in





South Ogden rather than one of the adjacent communities. As illustrated in **Figure 2.7**, an improved streetscape with consistent trees and water-wise plantings is proposed to be implemented in this area over time, which will help create a distinct sense of arrival in the City and establish South Gateway Center as a distinct destination. Other enhancements include a multi-use path and consistent sidewalk that also provide an important transportation connection for pedestrians and cyclists as they travel through the City toward adjacent municipalities.

**FIGURE 2.7 - SOUTH GATEWAY SIDE TREATMENT CROSS-SECTION**



**PUBLIC ART**

Public art brings an air of imagination and creativity to public spaces, encouraging curiosity and at times, interaction. Public art can also provide a visual relief and lively energy to otherwise indistinct places. The application of public art can help create a unified urban design expression for the City, particularly when implemented along roadways and street corridors that pass within the City's center nodes, near public plazas, at key intersections and gateways, adjacent to street corners, and near significant public building entrances as part of enhancing way-finding. In more active areas, pairing public art with food and seating can be particularly effective, especially in locations that attract large gatherings. Other impactful destinations for public art include public schools, parks, and similar gathering places.



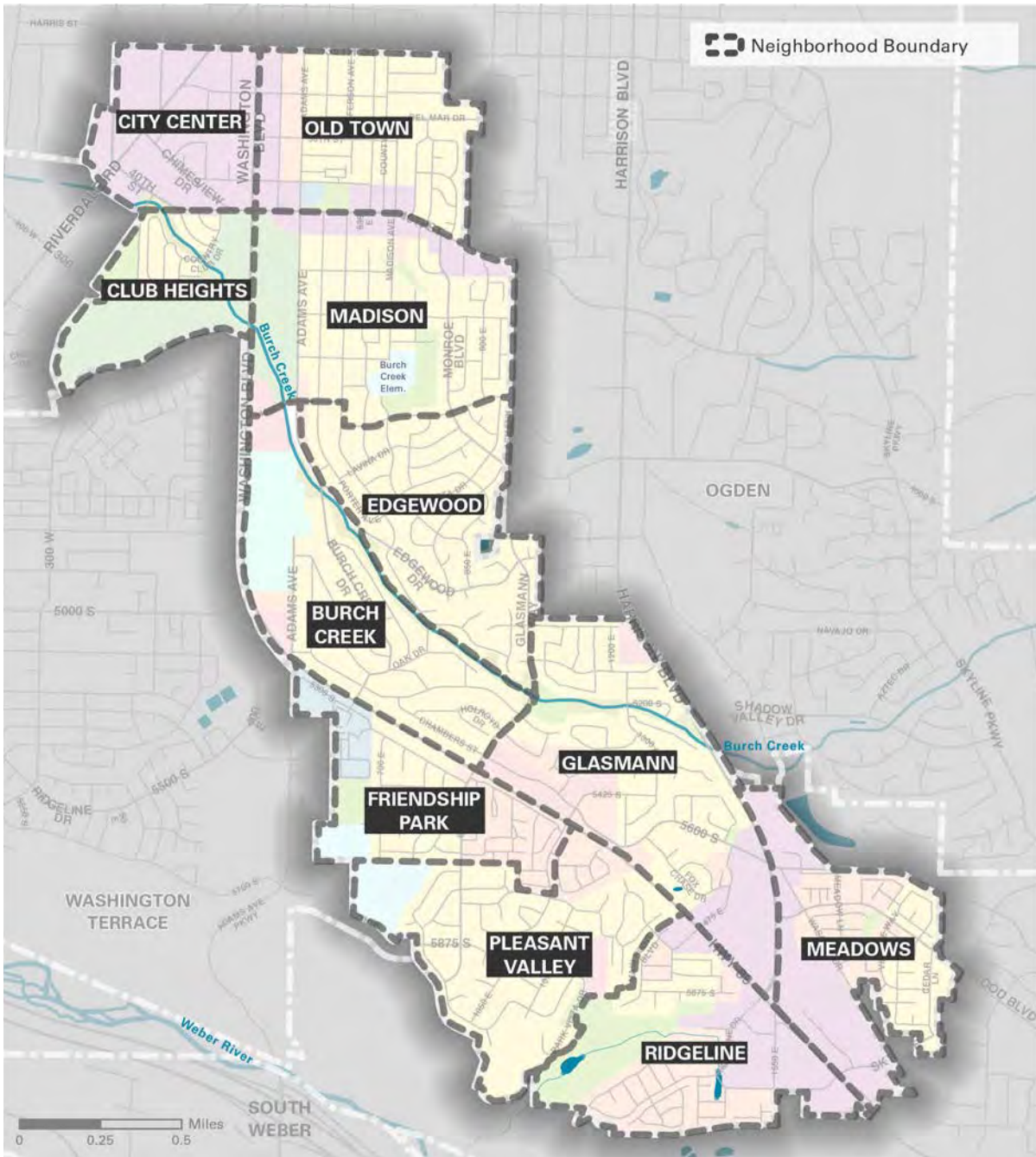
Inspirational examples of public art



**LAYER 5: NEIGHBORHOODS**

Preserving existing neighborhoods was a top priority for residents in the public engagement process. **Map 2.9** indicates South Ogden's various neighborhoods. Based on public feedback, the following four priorities are proposed to preserve and enhance South Ogden's neighborhoods as the City continues to grow and evolve: **enhance neighborhood identity, improve walkability, maintain and plan infrastructure, and grow the City's urban forest.**

**MAP 2.9 - NEIGHBORHOODS**





## ENHANCING NEIGHBORHOOD IDENTITY

Currently many of South Ogden’s neighborhoods have few defining features, making them at times indifferentiable from one another. Having strong neighborhood identities creates a more interesting and diverse City and helps with community wayfinding, allowing both residents and visitors to be able to easily determine where they are and where they are going throughout the City. Neighborhood identities can be strengthened through a number of simple strategies aimed at creating distinctive features in each neighborhood

One strategy is to create or enhance unique landmarks in each neighborhood. Landmarks can come in many forms including atypical buildings, public art forms, public infrastructure (i.e. roundabouts, street side treatments, etc.), Landforms, and more. The City should identify key landmarks within each neighborhood and determine ways to further enhance them. If landmarks do not exist within some neighborhoods, the City can work with the community to construct one that enhances their neighborhood identity.

Additionally, creating a unique neighborhood brand that is compatible with South Ogden City’s brand can be used to signify neighborhood identities throughout the City. These brands can be expressed through unique signage, street furnishings, public infrastructure/facilities, and more. These brands should be carefully crafted to not detract from South Ogden City’s brand but should be designed in a way that signifies the neighborhood’s unique characteristics while still enforcing its identity as a South Ogden community.



Inspirational examples of neighborhood branding and landmarks

## IMPROVING WALKABILITY

Additional trails, bike lanes, and sidewalks were cited as the most needed transportation improvements in South Ogden during the public engagement process. Improving the active transportation system will help stabilize local neighborhoods, increasing the quality of life for current residents in particular.

Traffic calming is another important enhancement that can help South Ogden mitigate the impacts of increased traffic in established neighborhoods and establish the City’s centers as pedestrian-friendly and walkable environments. Traffic calming typically consists of a set of physical mitigations to roadways to slow vehicle speed, reduce traffic and collisions, limit the severity of injuries from collisions, and, most importantly, enhance the livability of neighborhoods.

To preserve the neighborhoods and enhance community access in South Ogden, walkability can be enhanced by:

- Implementing the proposed trail system (Map 2.5);
- Implementing proposed bike lanes, bicycle boulevards, and enhanced crossings identified in South Ogden Active Transportation Plan;
- Completing existing sidewalk gaps identified in the Active Transportation Plan and ensuring all future development provides adequate pedestrian and cyclist infrastructure;
- Implementing traffic calming measures to slow traffic within residential neighborhoods, centers, and on key pedestrian routes.



Inspirational examples of walkable communities





## MAINTAINING & IMPROVING PUBLIC INFRASTRUCTURE

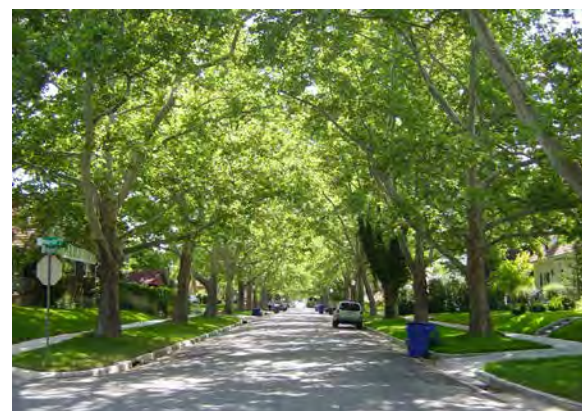
Limiting traffic impacts and maintaining utility infrastructure capacities were indicated as important priorities by residents during the public engagement process. Public infrastructure, roadways, and utilities are essential elements of the community and must be maintained and improved to keep pace with existing and future needs. When applicable, the City should also coordinate with transportation and utility partners to ensure potential local issues and needs are understood and addressed as part of a unified and comprehensive planning and implementation process.

## GROWING THE CITY'S URBAN FOREST

A healthy urban forest is an integral infrastructure feature. Large trees not only provide shade, they beautify the City, help clean the air, and, if well-designed, can help enhance wayfinding. Other benefits of a robust and healthy urban forest include:

- Control and cleansing of stormwater
- Reducing the urban heat island effect by providing shade
- Saving energy consumed in air conditioning costs
- Providing wildlife habitat
- Enhancing mental health
- Increasing property values

South Ogden has a robust and mature urban forest. Still, many areas of South Ogden lack trees, particularly along the edges of major roadways. A variety of street trees should be used to transform bare and uninviting roadways into lush corridors and parkways. In general, shade and street trees should be selected that are large at maturity, since this will reinforce the formation of a pleasant and unified district character. Trees and other vegetation located in park strips should be



Inspirational examples of a robust urban forest

selected to meet the specific design and environmental intent of each specific area, reflecting regionally-appropriate water-wise design and implementation concepts. They should have a broad canopy that helps mitigate wind and summer heat.

The urban forest must also be regularly assessed and managed to control disease/pest outbreaks, promote species diversity, remove hazardous trees, and plant new trees for future generations. As such, it is recommended that the City continue to invest in and expand its urban forestry program to meet these needs. Some ideas that may be particularly applicable in South Ogden include:

- Re-establishing the South Ogden Urban Forestry Commission to implement policy, programs, and procedures related to a healthy urban forest;
- Creating a voluntary street tree program in which homeowners may apply to have a tree planted in their park strip;
- Creating a hazard tree removal program to assist homeowners with hazardous large trees that require removal that would otherwise be cost prohibitive;
- Establishing partnerships with non-profits such as TreeUtah or Utah State University Extension Services to provide education and information to residents on species selection, planting, pruning, and other tree care guidelines.



Urban Forestry enhancement ideas

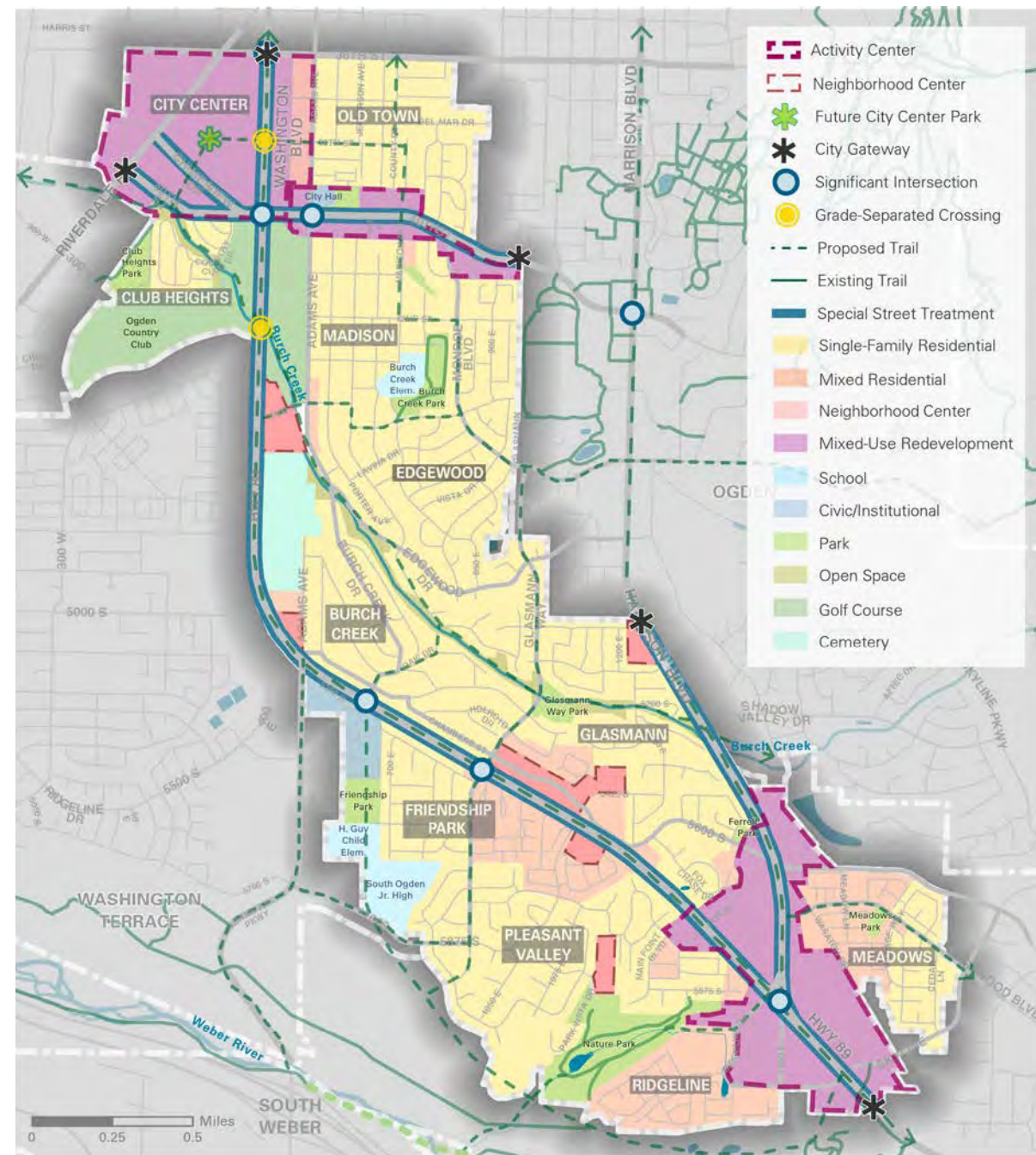




## COMPOSITE PLACEMAKING PLAN

Map 2.10 illustrates the Composite Placemaking plan, illustrating a holistic land use and design vision for South Ogden. The drawing “reassembles” the six layers, providing a clear vision of where the City should be maintained and enhanced and where it should grow and change to meet future needs.

MAP 2.10 - COMPOSITE PLACEMAKING PLAN



To summarize, the Composite Placemaking Plan supports a future South Ogden that:

- Continues to have great neighborhoods people are proud to call home.
- Provides a range of high-quality and affordable housing options to meet the needs of all residents at all stages of life.
- Anticipates growth, focusing it into distinct and thriving centers.
- Accommodates all modes of transportation on its streets and corridors including safe and efficient travel by foot, bike, and vehicle.
- Has a positive appearance and identity that is reinforced through the establishment of unified community gateways, corridors and node enhancements, other urban design improvements, and a strong sense of arrival into the City.
- Provides access to a high-quality, interconnected park and trail system that is available within a five-minute walk of all homes and neighborhoods.

## GOALS, POLICIES & IMPLEMENTATION MEASURES

### Goal 1: Ensure existing neighborhoods are preserved, protected and well-maintained.

- **Policy 1.1:** Carefully integrate new development with existing uses in established neighborhoods.
  - **Implementation Measure 1.1.1:** Protect existing housing stock to the greatest degree possible.
  - **Implementation Measure 1.1.2:** Maintain neighborhood stability and encourage infill and redevelopment that is consistent with existing uses and scales of development.
- **Policy 1.2:** Preserve and protect established neighborhoods and residential land uses by implementing land use transitions and buffers between uses.
  - **Implementation Measure 1.2.1:** Continue to implement mixed-use development as transition between distinctly different uses.
  - **Implementation Measure 1.2.2:** Support targeted infill and redevelopment that to ensure a wider range of housing types are provided.
- **Policy 1.3:** Consider existing development patterns, environmental conditions, infrastructure needs, transportation goals and fiscal impacts when planning future land uses.
  - **Implementation Measure 1.3.1:** Encourage and support land uses that provide adequate off-street parking, reduce travel distances for employment and essential services, reduce pollution, support alternative modes of transportation, and conserve energy.



- **Implementation Measure 1.3.2:** Ensure new development complements the scale and intensity of nearby uses.

**Goal 2: Create places for the community to gather and events to draw residents to these places.**

- **Policy 2.1:** Establish a new City Center in the northern extents of South Ogden.
  - **Implementation Measure 2.1.1:** Transform the area around City hall into “old town” cultural hub of the City.
  - **Implementation Measure 2.1.2:** Redevelop the portion of City Center west of Washington Boulevard into a thriving and vibrant mixed used center.
- **Policy 2.2:** Support the transformation of South Gateway into a thriving business and service district.
  - **Implementation Measure 2.2.1:** Link City Center and South Gateway Center with a multi-modal Washington Boulevard vehicular, trail and transit circulator system.
  - **Implementation Measure 2.2.2:** Encourage the transformation of identified neighborhood centers into high-quality service centers.
  - **Implementation Measure 2.2.3:** Establish an off-street multi-use trail along the edges of US-89/Washington Boulevard as an active transportation link between City Center and South Gateway Center.
- **Policy 2.3:** Transform identified neighborhood centers and nodes into thriving commercial and service centers.
  - **Implementation Measure 2.3.1:** Transform emerging neighborhood centers and community nodes into neighborhood-focused commercial and service centers.

**Goal 3: Coordinate land use and transportation needs to ensure a unified South Ogden vision is achieved.**

- **Policy 3.1:** Transform Major Corridors into safe and attractive multi-modal boulevards suitable for pedestrian, cycle and vehicular circulation.
  - **Implementation Measure 3.1.1:** Transform US-89/Washington Boulevard, Harrison Boulevard, 40th Street and other major corridors into easy-to-use and safe pedestrian/cycle routes.
  - **Implementation Measure 3.1.2:** Implement a unified system of pedestrian and cycle enhancements along the edges of the all major corridors, with special emphasis on US-89/Washington Boulevard and Harrison Boulevard. Key enhancements may include sidewalks and trail crosswalks, grade-separated crossings and HAWK beacon crossings where feasible signalized intersections where warranted and park strips planted with street trees.
  - **Implementation Measure 3.1.3:** Connect 40th Street to adjacent neighborhoods by adding sidewalks on Porter and Jefferson Avenues.



- **Implementation Measure 3.1.4:** Extend the buffered bike lane west to Wall Avenue to provide a safer cycling with established bicycle routes on Wall Avenue, Lincoln Avenue and Riverdale Road.
- **Implementation Measure 3.1.5:** Develop a multi-modal transit circulator between City Center and South Gateway Center.
- **Implementation Measure 3.1.6:** Reduce curb corner radii, increase crosswalk timing and add a multi-use path or protected bike lanes along Riverdale Road to enhance the pedestrian crossing and cycling experience
- **Implementation Measure 3.1.7:** Improve pedestrian and cyclist safety across US-89/Washington Boulevard by implementing proposed grade-separated or at-grade street crossings.
- **Implementation Measure 3.1.8:** Implement a unified system of South Ogden branded signage, furnishing and gateways Citywide

**Goal 4: Ensure civic, school, park, open space, utility, infrastructure and other non-residential uses reflect the South Ogden future vision.**

- **Policy 4.1:** Ensure community facility and infrastructure needs are met.
  - **Implementation Measure 4.1.1:** Continue to cooperate with Weber School District future needs for schools are understood and planned.
  - **Implementation Measure 4.1.2:** Verify that infrastructure and utility capacities are adequate before approving major development projects in the City.
  - **Implementation Measure 4.1.3:** Tie development approval to extension and upgrades to primary culinary and secondary water, sewer, storm drainage, circulation systems.
  - **Implementation Measure 4.1.4:** Ensure utility systems are in general conformance with adopted utility master Plans.

**Goal 5: Utilize an inclusive approach to parks, recreation, trails and open space that supports improved health and well-being for residents of all abilities.**

- **Policy 5.1:** Ensure that existing and new parks and open space continue to provide high quality recreation opportunities for the community.
  - **Implementation Measure 5.1.1:** Incorporate adult, youth and all-inclusive amenities in South Ogden parks.
  - **Implementation Measure 5.1.2:** Incorporate community participation into the design process for parks, trails and open space amenities to ensure the full range of user needs are considered.
  - **Implementation Measure 5.1.3:** Implement a unified system of South Ogden City branded signs, furnishings and gateways Citywide.





- **Policy 5.2:** Utilize a comprehensive urban forestry approach to manage the planting and maintenance of trees on public land.
  - **Implementation Measure 5.2.1:** Establish a South Ogden Urban Forestry Commission to implement policy, programs, and procedures related to a healthy urban forest.
  - **Implementation Measure 5.2.2:** Add trees to under-forested areas, particularly along the edges of major roadways.
  - **Implementation Measure 5.2.3:** Utilize a broad palette of street trees to help ensure the forest is health and diverse.
  - **Implementation Measure 5.2.4:** Create a street tree program that promotes the planting of street trees in park strips.
  - **Implementation Measure 5.2.5:** Create a hazard tree removal program to assist homeowners with the removal of hazardous trees that might otherwise be cost prohibitive.
  - **Implementation Measure 5.2.6:** Establish partnerships with non-profits such as TreeUtah and Utah State University Extension Services to help provide education and disseminate information to residents regarding tree species selection, planting, pruning, and similar needs.
- **Policy 5.3:** Develop a comprehensive, interconnected park, open space, and trail network that meets the needs of a wide variety of users.
  - **Implementation Measure 5.3.1:** Continue to refine and apply established form-based codes ensure the vision for the City’s centers is achieved.
  - **Implementation Measure 5.3.2:** Develop a new park on the west side of Washington Boulevard as part of creating a premier entertainment destination in South Ogden.
  - **Implementation Measure 5.3.3:** Provide easy and close access from every home to an interconnected system of well distributed parks, open space, trails, and active transportation.
  - **Implementation Measure 5.3.4:** Develop trail crossings that allow for the safe crossing of streets by all trail users.
  - **Implementation Measure 5.3.5:** Provide safe and convenient trail connections between neighborhoods and parks, trails and open space amenities.
  - **Implementation Measure 5.3.6:** Link the South Ogden trail system with regional trails and destinations.

**Goal 6: Ensure the prudent use of community resources when implementing the visions for parks, facilities, recreation, trails and open space in South Ogden.**

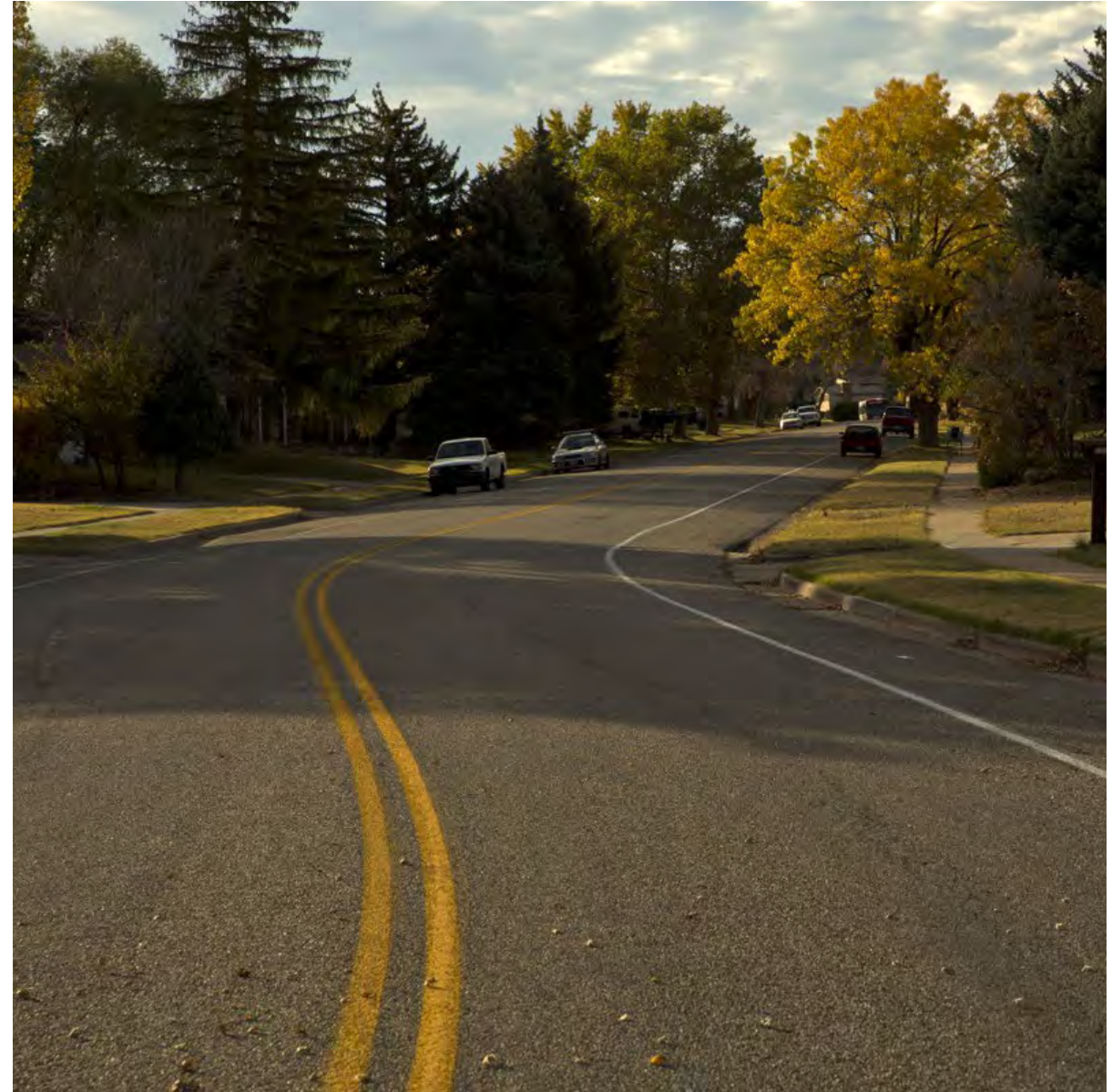
- **Policy 6.1:** Consider all funding and management options to ensure a high-quality park, trail and open space system is achieved.

- **Implementation Measure 6.1.1:** In addition to RAMP taxes, grants and other well-established sources of funding, the City should explore creative funding options to implement and maintain the park, trail and open space system.
- **Implementation Measure 6.1.2:** Conduct a Park System Inventory and Conditions Assessment to ensure playground equipment, parking lots and park amenities are maintained and replaced as part of a scheduled operations and management program.
- **Policy 6.2:** Support public and private partnerships to help ensure the park, trail and open space system is well maintained.
  - **Implementation Measure 6.2.1:** Partner with local public schools, Weber School District, Weber State University, public agencies, community groups, volunteer organizations, and local businesses to help meet park, trail and open space needs.
  - **Implementation Measure 6.2.2:** Develop cooperative agreements with schools for the joint construction, use and management of park and recreation facilities.
- **Policy 6.3:** Coordinate efforts between City departments and regional partners to ensure the proposed trail network is fully coordinated and implemented as envisioned.
  - **Implementation Measure 6.3.1:** Development reviews should consider the proposed trail network and neighborhood access points to ensure access to recreational amenities and trails is maintained as the community grows and changes.
  - **Implementation Measure 6.3.2:** Continue to work with Wasatch Front Regional Council for trail system funding and planning assistance.
- **Policy 6.4:** Require developer participation in the provision of park, recreation, trails and open space.
  - **Implementation Measure 6.4.1:** Strengthen City ordinances to ensure major development projects participate in the enhancement of park and trail development.
- **Policy 6.5:** Promote thoughtful design and maintenance practices to help ensure that the Lindon parks and recreation system is sustainable and resilient.
  - **Implementation Measure 6.5.1:** Continue to incorporate up-to-date technologies and practices to conserve water and other resources in the City’s parks and recreation system and on other public landscapes.

**Goal 7: Make South Ogden distinct and identifiable from surrounding communities.**

- **Policy 7.1:** Develop City entrances, nodes and key intersections into a unified system of distinct community gateways, nodes and landmarks.
  - **Implementation Measure 7.1.1:** Carefully design South Ogden’s gateways, nodes and landmarks, incorporating features such as enhanced landscaping, coordinated signage, unique landforms and landscape art.
  - **Implementation Measure 7.1.2:** Apply special design treatments along the edges of US-89/Washington Boulevard, Harrison Boulevard, 40th Street and other major corridors as part of transforming utilitarian roadways into attractive boulevards.





CHAPTER 3

## TRANSPORTATION

- Activity Centers
- Trail & Bike Network
- Key Connections
- Intersections & Crossings
- Sidewalk Gaps





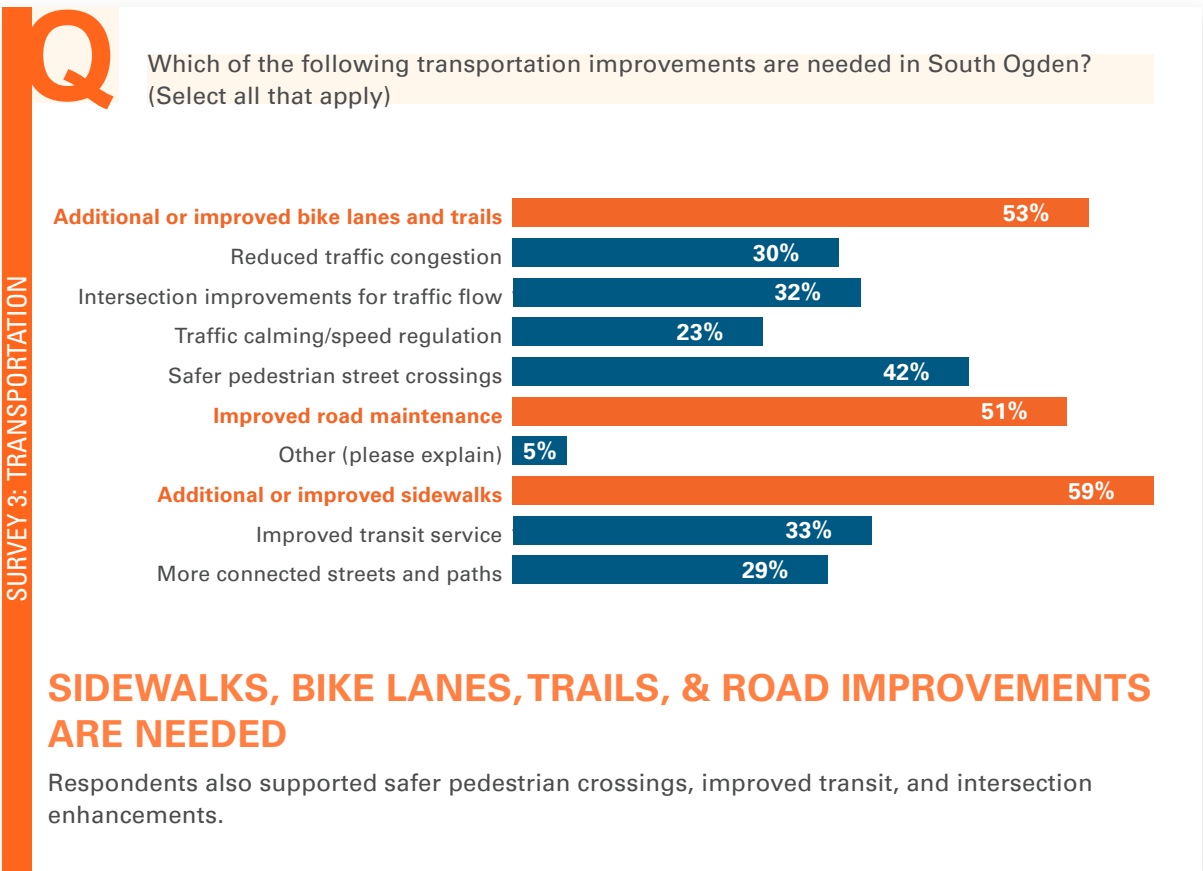
# INTRODUCTION

Understanding the existing and future transportation needs of South Ogden is essential to ensure transportation systems are aligned with community desires, reflect regional change, and match projected growth, land use, and infrastructure needs. **Appendix B** details existing transportation conditions in South Ogden. The ideas presented in the following pages also align local transportation needs and desires with those of the region ensuring the future transportation system meets the needs of both.

## PUBLIC INPUT SUMMARY: TRANSPORTATION

Surveys conducted as part of this planning effort indicate that existing streets are most conducive to driving. As illustrated in **Figure 3.1** below, survey respondents indicate a desire for transportation improvements that result in safe and comfortable travel by foot, bicycle, and transit in addition to vehicles. The most desired transportation improvements that were expressed include additional and improved sidewalks and trails, better road maintenance, and safer pedestrian crossings. Making sure more destinations are accessible within walking distance was also supported (**Appendix A** for further details).

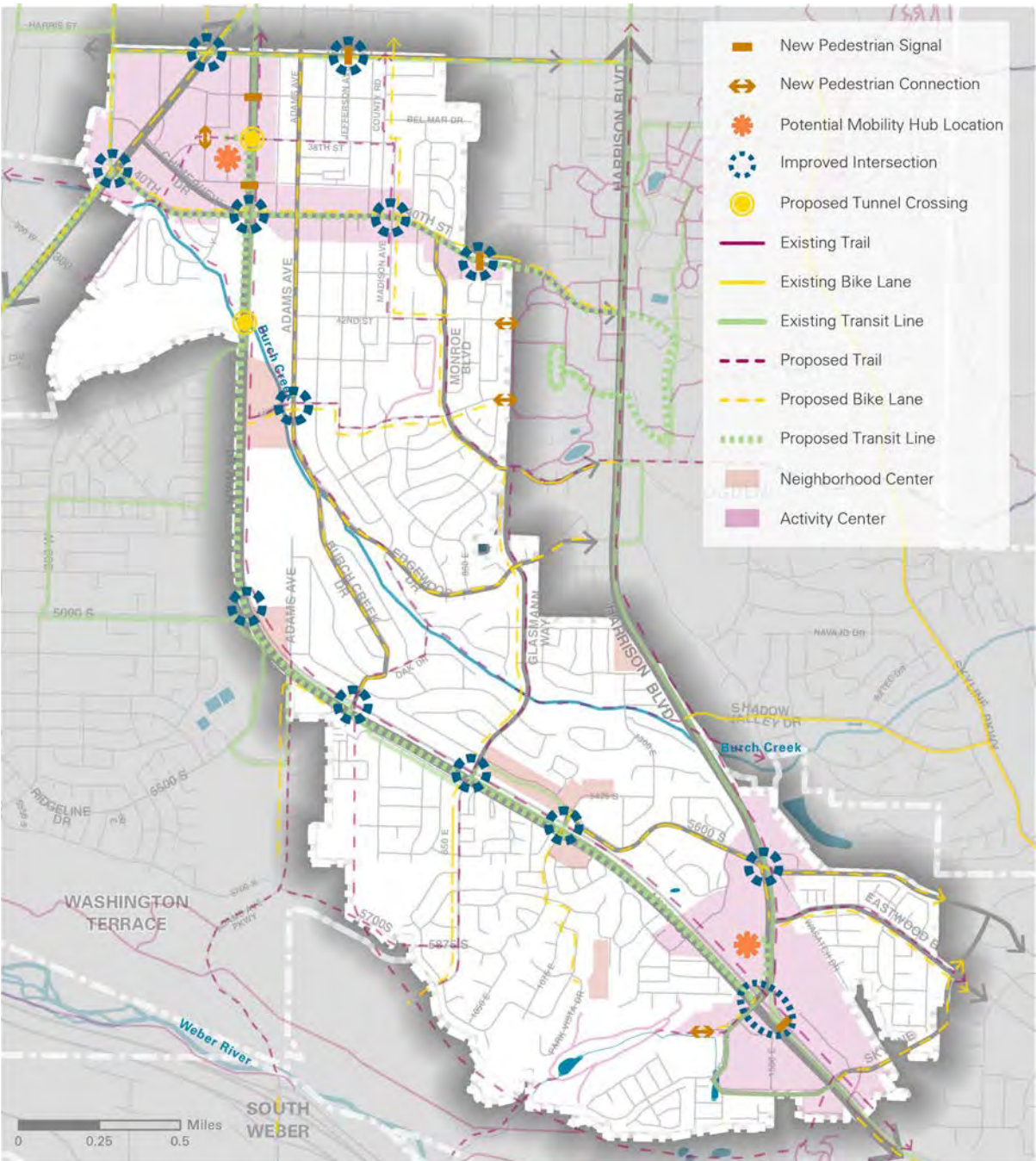
FIGURE 3.1 - TRANSPORTATION SURVEY RESULTS



# TRANSPORTATION NETWORK VISION

As illustrated in **Map 3.1** and described below, the South Ogden Transportation Network reflects a series of comprehensive improvements that improve local circulation and access to existing and future activity centers, pedestrian and cyclist networks, connectivity, intersections/nodes, and sidewalks. The vision is fully aligned with ideas and concepts presented in Chapter 2: Land Use & Placemaking, and is intended to be implemented Citywide as part of a coordinated series of network improvements and enhancements over time.

MAP 3.1 - TRANSPORTATION NETWORK IMPROVEMENTS







## ACTIVITY CENTERS

There are two general activity centers in South Ogden. City Center lies around Washington Boulevard between 36th and 40th Street, and South Gateway Center is located around US-89 and Harrison Boulevard in the southern reaches of the City.

### CITY CENTER

City Center straddles Washington Boulevard between 37th and 40th Streets, with areas on the west side of the street targeted for intensive commercial, residential and mixed-use development in the City (Figure 3.2). The areas to the east support similar land uses, but are intended to be lower-scale, lower intensity and more residential in form to provide an easy transition with established residential neighborhoods to the east. 40th Street is also part of this center, and is envisioned to be transformed into a new type of corridor lined with a range of mixed-use commercial uses and higher-density housing uses.

The commercial area west of Washington Boulevard is currently highly car-oriented, with large stores and parking lots facing the street. The eastern side of the street features smaller-scale buildings and businesses and is considered South Ogden’s historic Main Street. 40th Street has a distinct pedestrian scale, with existing single-family homes and recent housing developments directly facing the street. The area between Washington Blvd and Riverdale Road is intended to be maintained as commercial generator of the Center.

Additional streets and pathways and additional grade-separated or signaled crosswalks across Washington Boulevard are necessary to provide better connectivity, especially at 39th Street. There are two lots at the intersection of 40th Street and Washington Blvd that might serve as a location for a future mobility hub where residents can access a variety of transportation modes, including transit, bikeshare, and e-scooters (Figure 3.2).



Washington Boulevard & 39th Street, looking north



Washington Boulevard & 39th Street, looking south

FIGURE 3.2 - CITY CENTER SATELLITE VIEW



Diagram illustrating various transportation options found at a mobility hub



Inspirational example of a mobility hub







SOUTH GATEWAY CENTER

South Gateway Center includes clusters of commercial and mixed-use activity centered around US-89 and Harrison Boulevard (Figure 3.3). Both areas are important transportation nodes, but are not pedestrian friendly at present due to the volume and speed of traffic, the width of the road and traffic lanes, the layout of the streets focused almost exclusively on vehicular movement, and the lack of sidewalks, pathways, and pedestrian infrastructure.

While there are multiple existing and planned higher-density housing developments within the South Gateway Center, they are disconnected from one another due in part to the barrier formed by US-89 and Harrison Boulevard. As a result, this activity center feels very disconnected and less active even though it provides important services to local neighbors and City residents overall.



Harrison Blvd. at 5700 South, looking southwest



US-89/Harrison Blvd intersection, looking Southwest

FIGURE 3.3 - SOUTH GATEWAY CENTER SATELLITE VIEW



Creating safe and convenient pedestrian connections across Highway 89, Harrison Boulevard, and 5600 South/Combe Road is essential for transforming the area into a more vibrant and accessible activity center. This could include the development of a southern mobility hub west of Harrison Boulevard between 5600 South and Highway 89. Here residents would be able to access a variety of transportation services, including micro-mobility and a potential new shuttle that connects residents between South Gateway and City Center. Since many of the buildings and uses are relatively new in this area, the sequence of such significant changes is likely to follow those proposed in City Center.

TRAIL AND BIKE NETWORK

OFF-STREET TRAILS

Off-street trails in South Ogden are currently limited to a few segments in South Ogden Nature Park. A new connection on the east side of the park at 6000 South would provide additional trail access, especially for the residents within the south activity center. There is also a real opportunity to create a multi-use path along Highway 89 that stretches along the entirety of the corridor within South Ogden, connecting City and South Gateway Centers together.

ON-STREET TRAILS

South Ogden has a handful of on-street bikeways. Unfortunately, the bike facilities are poorly connected, making it difficult to provide a safe and contiguous biking experience. The [Wasatch Choice 2050 Vision](#) was developed by Wasatch Front Regional Council (WFRC) and many partners, including South Ogden. The vision provides a blueprint to guide growth in the region in relation to how future transportation investments, development patterns, and economic opportunities can contribute to enhanced quality of life in the future. In South Ogden, the vision identifies a variety of on-street bike facilities, including a bike boulevard and on-street bike lanes. In order to better connect residents to community locations within South Ogden, the addition of additional bike boulevards on Monroe Street is a particularly important step toward meeting the regional vision, since Monroe Street has multiple four-way stops along its length and high-visibility crosswalks.

KEY CONNECTIONS

Key street and path connections are predominantly composed of pedestrian connections through and toward the north and south activity centers. In order to make both City Center and South Gateway Center successful destinations, it is vital to ensure easy and safe access exists at both of these important locations. This might take the form of a pedestrian walkway between 38th



Pedestrian connection opportunity to hospital grounds on 44th Street







Street and the north end of Grant Avenue just behind the Big Lots store, a mid-block north-south pedestrian connection from 39th Street to Chimes View Drive, and a walkway along the driveway north of Fresh Market.

Other opportunities for pathway connections include a pedestrian walkthrough at the City’s eastern end where multiple dead ends prohibit pedestrians or cyclists from accessing the hospital trail system or existing active transportation infrastructure that provides connections to Weber State University.

INTERSECTIONS AND CROSSINGS

The various major street intersections in South Ogden are all potentially important transportation nodes. However, they also act as significant barriers to active transportation options,(walking and biking in particular). Providing safe and accessible crossings at these locations will help pedestrians move through South Ogden more easily.

Other significant barriers include the major roadway corridors, including Washington Boulevard, Riverdale Road, and Harrison Boulevard. Adding additional pedestrian crossings across each of these roads can reduce the impact of these barriers and promote better connectivity throughout the City. Where possible, upgrade crosswalks with grade-separated crossings (pedestrian tunnels or bridges), or a HAWK beacon or signalized intersection where grade-separated solutions are not feasible. Particularly, enhanced crossing should be provided in locations where pedestrians are required to cross more than three travel lanes (e.g. the intersection of Washington Boulevard and 37th Street). Finally, where possible, retrofit existing curbs to reduce their radii, and provide directional curb ramps and increase the crossing time at a signalized intersections, so individuals of all ages and abilities have adequate time to safely cross the road.



Example of a HAWK Beacon crossing



Example of reduced curb radii

SIDEWALK GAPS

Some streets in South Ogden currently lack sidewalks, forcing pedestrians to walk in the roadway. Implementation of a program to eliminate all gaps in the sidewalk network Citywide will greatly enhance walkability and connectivity of non-vehicular movement. Important pedestrian routes that currently lack complete sidewalks include Porter Avenue, Jefferson Avenue, Orchard Avenue, 38th Street, 37th Street, Birch Creek Drive, Ben Lomond Avenue, and Sunset Drive.



GOALS, POLICIES & IMPLEMENTATION MEASURE

As a city amid other jurisdictions in the greater Ogden area, South Ogden is crossed by regional travelers and major corridors, creating safety challenges for the community. The General Plan seeks to increase safety for all modes, including safer traffic patterns, reduced conflicts, reduced crashes, and greater pedestrian and bicycle comfort.

Goal 1: Increase traffic safety for all users.

- Policy 1.1: Create a safe transportation system for all users.
  - Implementation Measure 1.1.1: Ensure all infrastructure is accessible and easy to use by all, including young and old residents and those with disabilities. Bring infrastructure to Americans with Disabilities (ADA) standards, and consider adding features such as directional curb cuts and longer crossing times at major intersections.
- Policy 1.2: Address crash hot spots on major roads, especially Washington Boulevard/ US-89, Harrison Boulevard, and 40th Street.
  - Implementation Measure 1.2.1: Streamline traffic on these corridors.
  - Implementation Measure 1.2.2: Manage access on major roads by considering tools such as reduced and shared vehicle accesses and medians.
  - Implementation Measure 1.2.3: Slow traffic in the north and south activity centers through design interventions such as narrower lanes, bulb-outs, and median pedestrian refuge islands.
- Policy 1.3: Improve pedestrian safety.
  - Implementation Measure 1.3.1: Ensure pedestrians are more visible to other users.
  - Implementation Measure 1.3.2: Address traffic speed through design interventions that also increase pedestrian safety such as curb extensions or median pedestrian refuges.
  - Implementation Measure 1.3.3: Identify priority pedestrian crossings within the transportation network that show higher demand for improved pedestrian safety improvements.
  - Implementation Measure 1.3.4: Add missing sidewalks, especially on roads that lead to community locations or existing high-quality pedestrian infrastructure. Important roads lacking sidewalks include Porter Avenue, Jefferson Avenue, and Orchard Avenue
- Policy 1.4: Improve and expand bicyclist safety.
  - Implementation Measure 1.4.1: Implement the identified active transportation and bicycle network improvement projects of the South Ogden Active Transportation Plan.
  - Implementation Measure 1.4.2: Ensure safe crossings and access points to bicycle facilities.
- Policy 1.5: Evaluate the feasibility of grade-separated crossings in priority locations





- **Implementation Measure 1.5.1:** Where safe at-grade crossings are not feasible, evaluate the potential for creating grade-separated crossing of major barriers to provide safer crossing opportunities for pedestrians and cyclists. These can include both bridges and tunnels/underpasses, as well as crossings over geographical barriers. See Transportation Network Concept for potential locations.
- **Policy 1.6:** Mitigate visibility and awareness issues.
  - **Implementation Measure 1.6.1:** Address visibility issues among street users, especially where topography and road design limit visibility of other traffic participants like pedestrians or cyclists. Strategies such as advance warnings and restricting parking in areas with limited visibility can help improve visibility and awareness.
- **Policy 1.7:** Calm traffic on neighborhood streets.
  - **Implementation Measure 1.7.1:** Calm traffic on neighborhood streets that currently the potential to experience higher amounts of cut-through traffic.
  - **Implementation Measure 1.7.2:** Add elements such as traffic circles or making “hot spot” treatments can discourage non-local traffic from using neighborhood roads as alternative routes.

**Goal 2: Shape walkable and accessible activity centers.**

The General Plan guides the evolution of City Center and South Gateway Center into destinations that provide high-quality pedestrian environments, excellent transit ridership opportunities, and improved community accessibility by all modes of transportation.

- **Policy 2.1:** Transform both centers into places with superlative pedestrian environments.
  - **Implementation Measure 2.1.1:** Create street environments in both centers that are scaled to people rather than automobiles. Dedicate a higher percentage of street space to pedestrian and public space uses, orient buildings to the sidewalk, and provide amenities that increase the comfort of people, such as shade and high quality street furnishings.
  - **Implementation Measure 2.1.2:** Ensure a well-connected street network with safe pedestrian crossings and safe connections to trails.
- **Policy 2.2:** Encourage new development to be walkable and pedestrian-friendly.
  - **Implementation Measure 2.2.1:** Where appropriate, require all new development in the centers to include design elements that support walking, including wider sidewalks with direction curb ramps, buildings aligned along the streets, ground floor architecture that is highly transparent, and parking located to the rear of buildings.
- **Policy 2.3:** Improve transit service, access, and supportive land use in activity centers.
  - **Implementation Measure 2.3.1:** Work with Utah Transit Authority (UTA) to increase current and future transit service and strengthen ridership.
  - **Implementation Measure 2.3.2:** Encourage transit-supportive developments and urban design standards in both centers. Examples might include the introduction of high-quality waiting environments of transit stops located in the activity centers, which

could be achieved by adding shelters with benches, wayfinding signs, and public art, for example.

- **Implementation Measure 2.3.3:** Create direct and safe pedestrian access to transit stops by improving and/or adding safe crossings and walking paths.
- **Policy 2.4:** Establish Community mobility hubs in Cit Center and South Gateway Center.
  - **Implementation Measure 2.4.1:** Plan and build a community mobility hub in City Center, where South Ogden residents and visitors can access a variety of transportation services including transit that builds off the 470 Bus Route, new park and ride facilities, a new shuttle system, and micro-mobility facilities such as e-scooters and bikeshare stations.
  - **Implementation Measure 2.4.2:** Consider the establishment of a mobility hub at South Gateway as a long-term enhancement, building on the Harrison Boulevard corridor, Weber State University connections, and the 455 Bus Route.
- **Policy 2.5:** Create community gathering spaces.
  - **Implementation Measure 2.5.1:** Identify locations at each center for designated community gathering spaces such as plazas and parks. These should be combined with the design of the mobility hubs, potentially increasing usage of the services provided. .
  - **Implementation Measure 2.5.2:** Ensure the community is part of the decision-making process when selecting sites and designing facilities so they maximize community opportunities and meet a range of needs.
- **Policy 2.6:** Create quality bike infrastructure and environments
  - **Implementation Measure 2.5.3:** Design the two centers as active transit nodes that include integrated pedestrian and bicycle paths and trails in a safe, convenient, and legible way, mobility hubs and transit stops.

**Goal 3: Connect the community internally and to the greater region.**

The General Plan seeks to improve and create multi-modal connections within South Ogden. Examples include the planned bike and pedestrian network that will link residents to neighborhoods, trails, transit services, and other local and regional destinations, such as Hill Air Force Base, Weber State University, and adjacent communities.

- **Policy 3.1:** Improve access to community destinations.
  - **Implementation Measure 3.1.1:** Ensure that road infrastructure is safe for all users, and create good street connectivity by adding pedestrian and cycling pathways and walkthroughs where possible.
- **Policy 3.2:** Retrofit key transportation connections.
  - **Implementation Measure 3.2.1:** Identify key street and/or pathway connections within South Ogden and retrofit the network to add them to provide better access for residents and visitors. Ensure that these retrofitted street connections are safe for all modes by including active transportation infrastructure where space allows, and ensure the system is linked with regional systems..





- **Policy 3.3:** Integrate new developments.
  - **Implementation Measure 3.3.1:** Leverage new developments to improve connectivity with surrounding areas. Ensure all new projects have good street connectivity, are well-integrated into the existing transportation network, and include high-level pedestrian infrastructure.
- **Policy 3.4:** Ensure transportation infrastructure is accessible.
  - **Implementation Measure 3.4.1:** Retrofit existing infrastructure and design new infrastructure from the outset to be easily accessible, especially for individuals with disabilities. Work with UTA to add or include accessible and comfortable waiting areas to existing and future transit stops.
- **Policy 3.5:** Connect transit to regional destinations.
  - **Implementation Measure 3.5.1:** Work with UTA to explore the realignment of existing transit routes (such as Route 455 and Route 470) and add additional stops in South Ogden to promote better transit connections to regional destinations. Consider adding a new circulator route along Washington Boulevard between the north and south activity centers to provide an easy connection to a variety of destinations for South Ogden residents.
- **Policy 3.6:** Implement a low-stress bicycle network.
  - **Implementation Measure 3.6.1:** Establish a low-stress bicycle network within South Ogden that is integrated with the active transportation network of surrounding communities where possible. Create designated routes on low-stress neighborhood roads to help improve connections and provide a more enjoyable cycling experience. Provide physically separated cycling facilities on all major transportation corridors where possible.
- **Policy 3.7:** Link neighborhoods to the regional trail network
  - **Implementation Measure 3.7.1:** Identify gaps in the South Ogden trail and bicycling network in 11 neighborhoods. Work with neighboring jurisdictions to connect South Ogden's trails to the regional trail network, with particular emphasis on locations in the eastern foothills and west toward the Weber River.
- **Policy 3.8:** Maintain quality traffic access to regional destinations.
  - **Implementation Measure 3.8.1:** Ensure traffic movement and access to regional destinations, including the McKay-Dee Hospital, Weber State University, and Hill Air Force Base is seamless and high-quality. Work closely with UDOT to ensure vehicular traffic is moved efficiently while also ensuring the safety of active transportation movements.
- **Policy 3.9:** Fill in sidewalk gaps.
  - **Implementation Measure 3.9.1:** Identify gaps in the South Ogden network and fill in missing links to provide a complete and safe sidewalk network for pedestrians. All new sidewalks should have directional curb ramps that are accessible for all users.



CHAPTER 4

## ECONOMIC DEVELOPMENT

- **Background & Summary of Major Findings**
- **Economic Snapshot**
- **Sales Gap (“Leakage”) Analysis**
- **Retail Opportunities**
- **Redevelopment Potential & Property Values**







## BACKGROUND & SUMMARY OF MAJOR FINDINGS

### BACKGROUND

Chapter 4 is a summary of the South Ogden Economic Analysis Summary performed by Zions Bank Public Finance in April 2022. The purpose of the analysis was to evaluate current economic conditions and future development potential from a data-driven approach. The report contains major findings, strategies and recommendations, and a discussion of key data points that led to the proposed strategies. Find the full report in **Appendix C**.

### BUSINESS & ECONOMIC DIVERSITY DESIRED BY THE PUBLIC

When the general public was asked to comment on what facilitates, services, businesses, or amenities they would like to see that are not currently in South Ogden, 36% of comments were focused on business and economic diversity (**Appendix C**). The most popular requests included: dining and retail options. Grocery stores, entertainment options, and an attractive downtown area

### ECONOMIC ANALYSIS MAJOR FINDINGS

#### SOCIO-ECONOMICS

- Approximately 2,300 more people enter South Ogden to work each day than leave to work outside the City.
- The largest employment industry is healthcare.
- The City is largely built out with future population growth coming from redevelopment and increased densities.
- Homes are relatively affordable in South Ogden when compared to housing in other similarly sized communities along the Wasatch Front.

#### BUSINESS ENVIRONMENT

- Most existing businesses are currently clustered at the northern and southern ends of the City.
- Businesses in the northern part of the City account for 74 percent of all retail sales.
- Market values per acre are higher at the southern end of the City as compared to the northern end of the City; in contrast, sales per acre are higher at the northern part of the City compared to the southern part of the City.
- The northern part of the City shows several aging properties with low market values that are ripe for redevelopment.
- The City is located geographically in the midst of significant population and employment, has numerous sites with good visibility, access and traffic counts, and has the ability to attract most large national retailers.
- Riverdale Road provides a significant competitive alternative to businesses locating in South Ogden.

### RETAIL ANALYSIS

- South Ogden has a retail sales capture rate of nearly 160 percent.
- South Ogden has a particularly strong capture rate of nearly 600 percent in the General Merchandise category; the City shows significant leakage in building materials which are readily available in Riverdale.
- Retail trends, accelerated by COVID-19, are changing, and thereby resulting in the need for less retail space per capita due to more online shopping.
- More online shopping originating from residential units has resulted in a shift of retail sales tax revenues away from regional retail centers to bedroom communities.

### OFFICE ANALYSIS

- The office market in Davis and Weber counties is supply restricted, with only 10,000 square feet of space currently under construction and only four spaces with over 25,000 square feet available across both counties.
- According to Newmark, “the demand for health services was felt strongly in Davis and Weber counties, with health services tenants such as therapy and counseling, home health services and general community outreach and care accounting for over 20 percent of new leasing activity during the first half of 2021.” South Ogden is well situated to capitalize on healthcare related services.

### MARKET CONDITIONS

- At the present time, multifamily housing and flex office space provide the greatest returns to developers
- The office market is showing some uncertainty with many businesses now offering work-at-home or hybrid/ sharing office arrangements, thereby reducing the need for office space overall and making rents in existing buildings somewhat more competitive.
- Most brokers agree that we are “over-retailed” in terms of overall retail space.
- Successful retail establishments are those that have pivoted with the changing trends by doing such things as: adding interactive/entertainment space (something that can’t be obtained online), curbside pickup, delivery options, hygiene enhancements to products, modest fees charged for online events such as cooking classes that showcase products, or lifestyle platforms.



ECONOMIC SNAPSHOT

FIGURE 4.1 - WORKFORCE COMMUTE

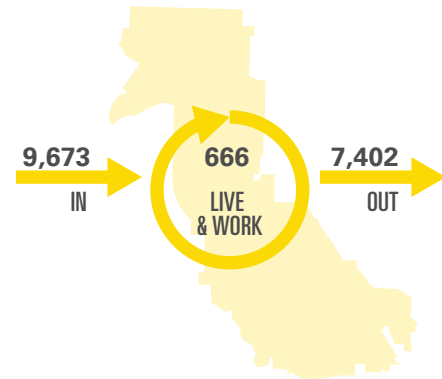
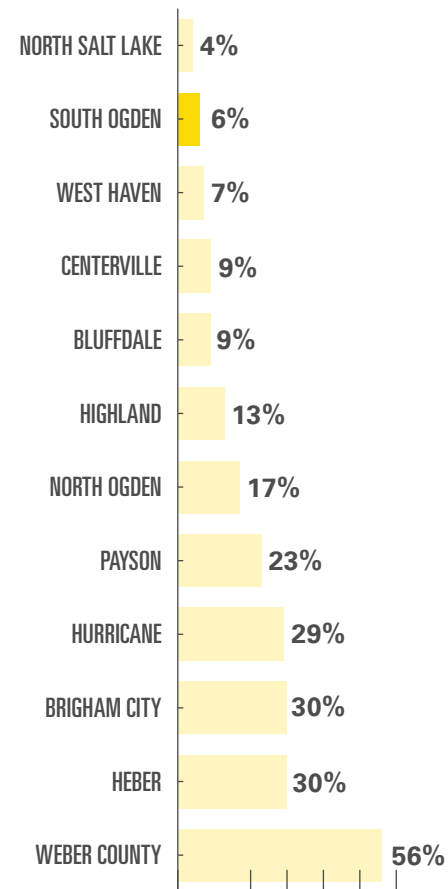


FIGURE 4.2 - % OF EMPLOYEES THAT LIVE AND WORK IN CITY



Residents are mainly employed outside of the City boundaries with less than 700 residents both living and working within the City. However, more workers enter the City each day for work than leave the City, thereby establishing South Ogden as an employment center. The largest employment industry is in health care.

FIGURE 4.3 - EMPLOYMENT INDUSTRIES

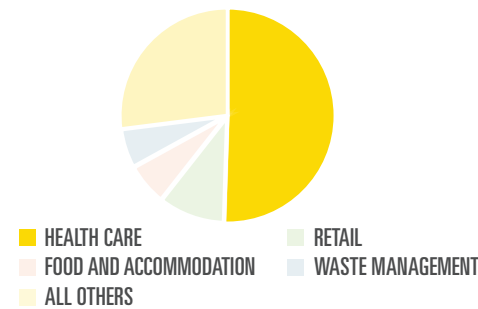
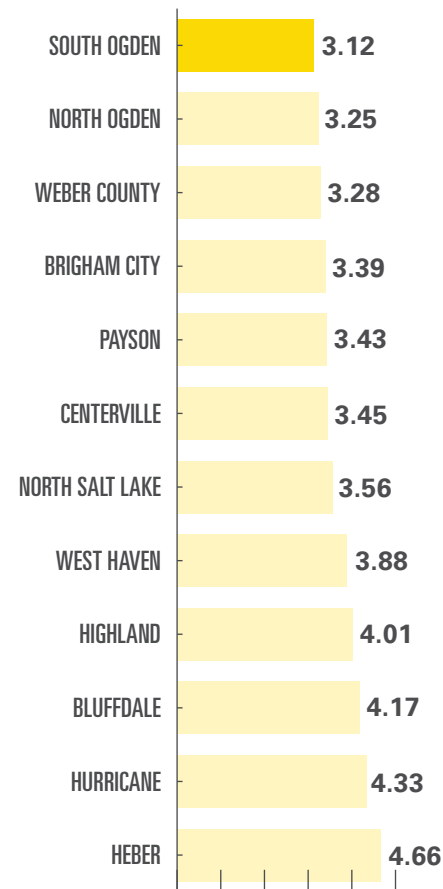


FIGURE 4.4 - AFFORDABILITY INDEX



South Ogden is a relatively affordable place in relation to comparable communities along the Wasatch Front, including Weber County on average.

FIGURE 4.5 - TOTAL % OF SALES BY AREA

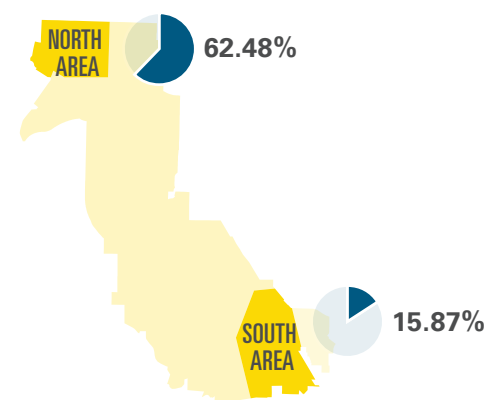


FIGURE 4.6 - % OF SOUTH OGDEN'S RETAIL SALES BY AREA

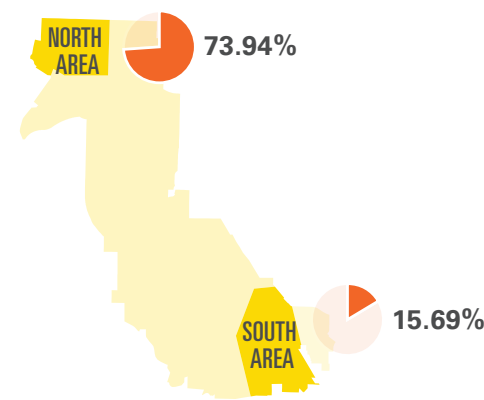
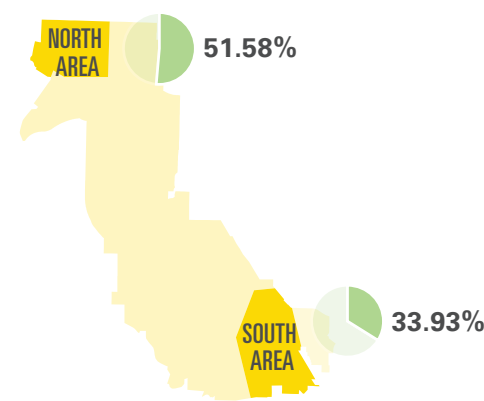


FIGURE 4.7 - % OF SOUTH OGDEN'S SERVICE RELATED SALES BY AREA



The majority of retail sales occur in the north area of the City.

TABLE 4.1 - COMMERCIAL PROPERTY VALUES NORTH/ SOUTH COMPARISON

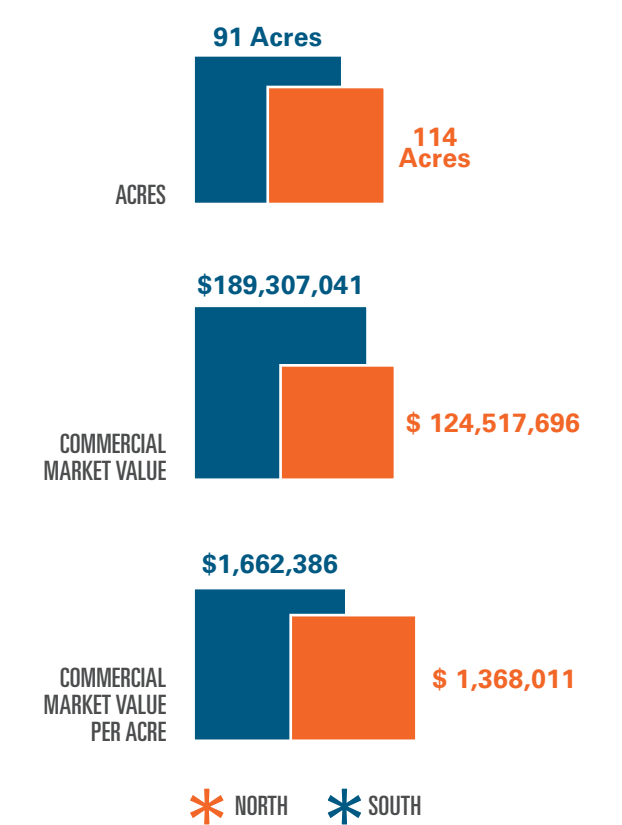
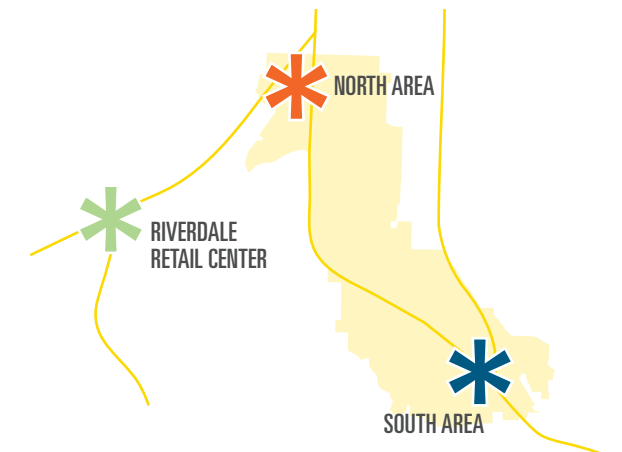


FIGURE 4.8 - SOUTH OGDEN & RIVERDALE COMMERCIAL CENTERS



Among the three commercial centers, Riverdale has the highest concentrations of both population and employment, although both sites in South Ogden are sufficiently strong to attract most national retailers.





SALES GAP (“LEAKAGE”) ANALYSIS

A sales gap analysis shows the estimated amount of retail purchases made by residents of South Ogden<sup>1</sup> and the percentage of those purchases being made within City boundaries (as reflected by the “Capture Rate”). Where the capture rate is less than 100 percent, this indicates that residents are leaving the City to make purchases elsewhere. Where the capture rate is greater than 100 percent, such as for General Merchandise Stores, this indicates that consumers from outside of the City are traveling to South Ogden and making purchases within City boundaries.

Corresponding to the capture rate is the leakage amount in each category. Since South Ogden has high capture rates in most categories, the overall leakage is actually positive (\$155 million in annual sales and a capture rate of 160 percent) indicating the City is capturing more than its “fair share” of retail sales as compared to other communities. Categories where the capture rate is less than 100 percent and City residents are making purchases in other cities show a negative leakage amount. This is the amount South Ogden is losing in sales annually for that category. For example, South Ogden has a lower capture rate for building materials, which translates into a loss of about \$24.6 million per year in potential sales in the City (Table 4.2).

<sup>1</sup> Estimated consumer purchases are based on average annual consumer purchases in the State of Utah.

TABLE 4.2 - SALES LEAKAGE

	CATEGORY	2020 LEAKAGE	2020 CAPTURE RATE
Retail	Motor Vehicle and Parts Dealers	\$30,888,696	171.90%
	Furniture and Home Furnishings Stores	(\$4,415,351)	29.09%
	Electronics and Appliance Stores	(\$5,188,482)	19.79%
	Building Material and Garden Equipment and Supplies Dealers	(\$24,599,014)	2.15%
	Food and Beverage Stores	\$2,553,142	108.49%
	Health and Personal Care Stores	(\$1,059,898)	66.82%
	Gasoline Stations	(\$2,862,010)	62.25%
	Clothing and Clothing Accessories Stores	(\$5,276,053)	42.37%
	Sporting Goods, Hobby, Book, and Music Stores	(\$2,423,255)	65.67%
	General Merchandise Stores	\$179,620,344	599.11%
	Miscellaneous Store Retailers	\$1,252,524	112.52%
Services	Nonstore Retailers	(\$5,797,969)	80.08%
	Performing Arts, Spectator Sports, and Related Industries	(\$235,794)	0.43%
	Museums, Historical Sites, and Similar Institutions	(\$232,702)	0.09%
	Amusement, Gambling, and Recreation Industries	(\$725,396)	77.88%
	Accommodation	(\$8,210,300)	1.62%
	Food Services and Drinking Places	\$4,354,084	116.98%
	Repair and Maintenance	(\$3,509,926)	51.45%
	Personal and Laundry Services	\$816,520	147.33%
	Total	\$154,949,161	159.68%

RETAIL OPPORTUNITIES

Generally, retail opportunities exist either where:

- There are areas of strength and the community can add complementary development near its strongest retail clusters, such as near Costco (Table 4.3) in South Ogden; and
- There is significant leakage (unmet needs) such as in building materials. In the case of South Ogden, however, many building material stores are located on Riverdale Road and there is likely not sufficient demand in the regional area for additional development of this type in South Ogden at the present time.

South Ogden is currently “bookended” with two retail clusters at its north (City Center) and south (South Gateway Center) ends with over 62 percent of the City’s retail sales take place in the northern center and 16 percent occurring in the southern end (Figure 4.5 and Map 2.8).

TABLE 4.3 - FISCAL IMPACTS OF VARIOUS RETAILERS

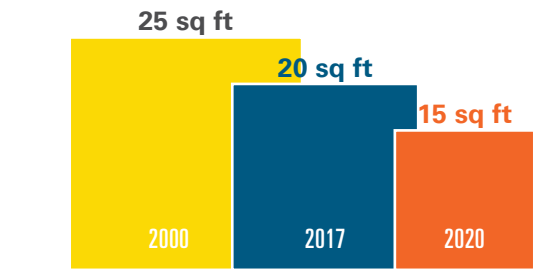
TENANT	AVG. SALES PER SQUARE FEET	AVERAGE STORE SIZE (SF FT)	FISCAL IMPACT TO CITY*
Olive Garden	\$540	8,000	\$21,600
Denny’s	\$330	4,200	\$6,930
Costco	\$1,050	145,000	\$761,250
Burger King	\$140	3,200	\$2,240
Wendy’s	\$280	3,200	\$4,480
Walgreen’s	\$760	14,100	\$53,580
Black Bear Diner	\$480	5,300	\$12,720
Outback Steakhouse	\$540	6,200	\$16,740
Chili’s	\$420	5,200	\$10,920
Papa John’s	\$200	1,300	\$1,300

\*Sales tax revenue only (does not include other taxes)

CHANGING RETAIL TRENDS

Retail trends were changing long before the COVID-19 pandemic but have been accelerated by it. The amount of brick-and-mortar space for retail outlets has been declining from approximately 25 square feet per capita in 2000 to approximately 16 square feet per capita in 2020 (Figure 4.9). At the same time there has been a significant increase in online sales. This has resulted in a shift in sales tax revenues from retail stores to residential units as more point-of-sale tax revenues are now originating from home.

FIGURE 4.9 - RETAIL SPACE NEEDS TRENDS (SQ FT PER CAPITA)



As retail trends continue to change and adjust due to COVID, less space is needed in the market today.



REDEVELOPMENT POTENTIAL AND PROPERTY VALUES

The north end of the City has many older properties with lower property values that are ripe for redevelopment (Table 4.4). These properties have good access, visibility and traffic counts and have significant potential for improvement. The north area of the City also shows residential redevelopment potential due to a lower residential value per acre than the south area. As the housing market continues to surge in Utah, demand for all product types in nearly all markets is projected to continue.

TABLE 4.4 - FISCAL IMPACTS FROM COMMERCIAL PER ACRE BY AREA

AREA	PROPERTY	SALES	TOTAL
North Area	\$3,625.23	\$17,112.11	\$20,737.34
South Area	\$4,405.32	\$3,474.73	\$7,880.05

The City’s main revenue sources are property and sales taxes. Due to the large national retailers in the north area, sales tax revenues are substantial. Property taxes are somewhat higher in the south area due to the large number of office buildings located there.

MARKET CONDITIONS

The office market is current supply restricted in Davis and Weber counties, meaning that there is insufficient space available to meet current demand. This will serve to drive up lease rates which currently average \$21.78 per square foot.<sup>2</sup> This represents an increase of 29.3 percent over year-end 2020. Health services tenants accounted for 20 percent of new leasing in Davis and Weber counties and represent a prime opportunity for South Ogden to capitalize on the nearby hospitals and medical services.

While retail is bouncing back somewhat from the pandemic, trends that were already in place for a shift to more e-commerce, remain strong. There is a current lack of demand for retail investment opportunities with investors being extremely cautious and willing to take less risks when it comes to placing capital in retail properties. On the other hand, essential retailers that experienced success throughout the pandemic have continued that growth with the addition of new locations and expansions.

HIGHEST AND BEST USE OF PROPERTIES

It is important to understand how highest and best use works, and, more importantly, how desired development can be achieved. Historically, highest and best use has only been considered by cities in terms of what creates the greatest return to the land. This is a developer-centric model use and relies upon an understanding of developer figures and intentions.

<sup>2</sup> Newmark, 2021 Midyear Utah Market Report

A WIDER IMPLEMENTATION OF HIGHEST AND BEST USE SHOULD CONSIDER THE FOLLOWING:



**HIGHEST AND BEST USE TO THE DEVELOPER**  
This scenario considers the greatest return to the land and has historically been the only consideration for most municipalities.



**HIGHEST AND BEST USE TO THE CITY (FISCAL)**  
This consideration addresses the proposed fiscal impacts of development and what revenue and expenses are generated for the City. The impacts may include, but are not limited to, property taxes, sales taxes, municipal energy fees, Class B/C road funds, retail buying power, and costs of services to be provided (Table 4.5).



**HIGHEST AND BEST USE TO THE CITIZENS**  
This scenario is often less quantitative and relies upon feedback from citizens of what amenities are lacking in the area. This process also requires notable education, as residents will oft resort to desires that are not market feasible. Data is necessary to show, for example, that a certain retailer will not occupy a site until surrounding demographics hit specific metrics. Or residents may be unaware that their transportation costs are higher than those of other communities due to a lack of employment centers, and that adding jobs at a site (instead of an alternative, publicly desired use) may result in notable community benefits.

TABLE 4.5 - FISCAL IMPACTS TO CITY FROM VARIOUS DEVELOPMENT TYPES

TYPE	OFFICE	RETAIL	MULTI-FAMILY 20 UNITS PER ACRE	MULTI-FAMILY 8 UNITS PER ACRE
Property Taxes	\$10,966	\$5,627	\$6,637	\$3,710
Sales Taxes	-	\$21,780	\$7,200	\$2,880
Municipal Energy	\$2,086	\$1,372	\$1,177	\$471
Class B/C Road Funds	-	-	\$1,676	\$670
Total Annual Revenue per Acre	\$13,052	\$28,780	\$16,690	\$7,732





CONCLUSION

Economic studies of this nature are intended to provide a framework for the municipality to understand the full implications of development. They illustrate what the market can build, the impact the City should expect, and property types that are currently not feasible. If the non-feasible (in the market) uses are still desired by the City, various economic development tools may be considered to help reach desired goals.

From the municipal perspective, South Ogden would receive the highest fiscal benefit from retail development at the north commercial hub (City Center). However, the City currently has a strong sales tax base, with a 160 percent capture rate, and may be better served by focusing on community needs for the site. South Ogden lacks a central community gathering place with activities and entertainment and a facility that is both visible and accessible from Washington Boulevard would help fulfill this need through redevelopment.

GOALS, POLICIES & IMPLEMENTATION MEASURES

GOAL 1: Pursue redevelopment of deteriorating commercial properties with low property values at key sites.

- Policy 1.1: Provide public assistance for demolition of key properties and improved infrastructure at key sites, particularly along the northern end of Highway 89. These sites have good access and visibility but present a poor visual appearance for the City.
  - Implementation Measure 1.1.1: Consider public assistance to create a public gathering place at an appropriate site that will attract the public through amenities such as plazas, fountains, pavilions, and eating areas.
- Policy 1.2: Create and implement long-term plans to maximize highest-and-best use development at key intersections along Highway 89 extending between the northern and southern clusters in the City.

GOAL 2: Retain and strengthen existing businesses.

- Policy 2.1: Provide sales tax leakage information to specific businesses which demonstrate the potential for business expansion opportunities within related industries.
  - Implementation Measure 2.1.1: Work with existing businesses to adapt to changing retail trends including the need for drive-thru/pickup space, and assistance with online retailing.
  - Implementation Measure 2.1.2: Continue to promote and highlight “Shop South Ogden” to encourage local residents to support the businesses located throughout South Ogden.

GOAL 3: Retain existing businesses and recruit new businesses to South Ogden.

- Policy 3.1: Encourage new businesses to open shop in South Ogden, focusing on the benefits of the local market.
  - Implementation Measure 3.1.1: Approach property owners of key undeveloped and underutilized sites and express the commercial and retail opportunities available in South Ogden.
  - Implementation Measure 3.1.2: Approach businesses that are currently lacking in south Ogden and the surrounding area and express the opportunities available in South Ogden and the warm support they will receive when locating here.







**GOAL 4: Develop a community gathering place in City Center that will enhance the image and reputation of the City, create a new sense of urban vibrancy, and increase the quality of life for residents and visitors to the City.**

- **Policy 4.1:** Leverage the development of a community gathering space to attract desired and missing business to City Center, which in turn will create more engagement and vibrancy to the downtown area.
  - **Implementation Measure 4.1.1:** Create a Small Area Master Plan for the portion of City Center that is west of Washington Boulevard, clarify the design and relationship with surrounding buildings and uses, and establish specific site design details and programming functions of the space. Consider actively programming this new public amenity to attract consistent business activity and enhance the economic benefits from the investment of public funds.
  - **Implementation Measure 4.1.2:** Utilize the full range of economic development tools to ensure this new urban amenity is the shining jewel of a re-imagined City core.

**GOAL 5: Support residential redevelopment with increased density in key locations as part of a mixed-use program focused on enhancing fiscal benefits to the City as a result of increased property, sales and similar tax revenues.**

- **Policy 5.1:** Support private investment through the select assistance of building and construction that will benefit the economic development and land use visions of the City.
  - **Implementation Measure 5.1.1:** Consider providing assistance with podium parking needs for higher-density development.<sup>1</sup>
  - **Implementation Measure 5.1.2:** Provide assistance with urban infrastructure to help entice the right mix of businesses to City Center.
- **Policy 5.2:** Consider the creation of a new Community Reinvestment Area (CRA) to help offset the costs of redevelopment while maximizing increment in existing areas.
- **Policy 5.3:** Use fiscal impacts modeling<sup>2</sup> to guide areas of density and redevelopment efforts.

<sup>1</sup> Podium parking provides notable value to developers and communities in that it more fully utilizes land and maximizes development potential. Financial returns for podium and covered parking are typically limited in suburban environments, due to significant costs as compared to surface lot parking and the lack of rental premiums. Costs of podium parking are typically prohibitive unless financial incentives and/or density flexibility are provided. The ability to achieve higher apartment rents for covered parking is documented for urban locations, but the rent premium has not proliferated to suburban communities enough to justify the increased expense. If cities are looking to increase density and remove the prospect of large surface parking lots, consideration needs to be made for incentives to bridge the funding gap that is created with covered parking amenities.

<sup>2</sup> Fiscal impacts modeling is used to show the projected revenues (property, sales, energy, etc.) From the proposed development in comparison to the associated costs to the General Fund. Fiscal impacts modeling is also useful in showing relative impacts on a per acre basis and methods to maximize the value of the fiscal impacts to the City.



CHAPTER 5  
**HOUSING**

- **Introduction**
- **State Moderate Income Housing Requirements**
- **Existing Housing Data & Housing Snapshot**
- **Moderate Income Housing Plan & Additional Recommendations**
- **Housing Programs**

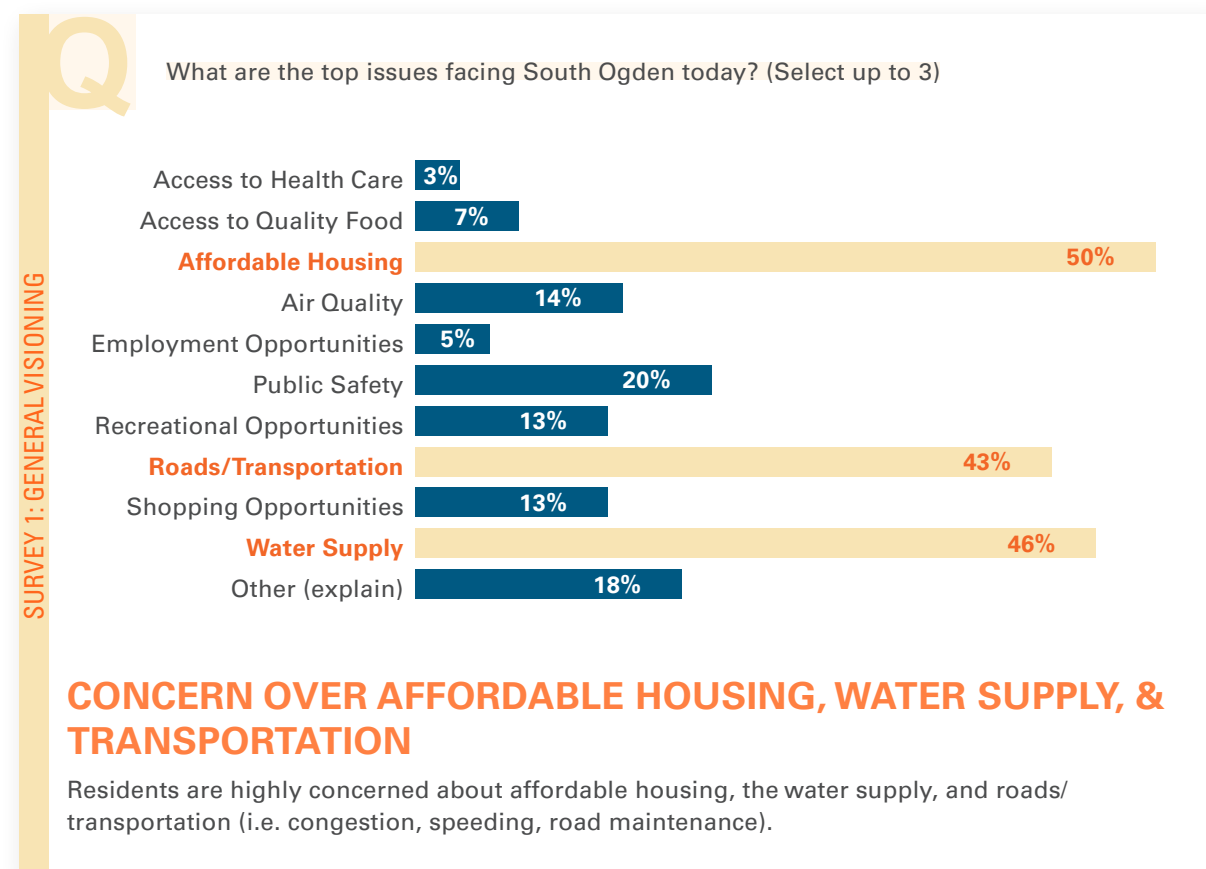


## INTRODUCTION

### HOUSING AFFORDABILITY IS A MAJOR PUBLIC CONCERN

Public survey results ranked affordable housing as the number one issue facing the City, with over 90% of respondents indicating they were concerned about housing affordability (Figure 5.1). Conversely, participants also indicated that they are concerned about higher density development, which is generally considered the primary type of housing that will help bring affordability to the City. It should also be noted that renters and low/moderate income households were underrepresented throughout all engagement efforts, which may account for the prevalence of these contrasting findings (Appendix D).

**FIGURE 5.1 - HOUSING AFFORDABILITY IS RANKED AS THE NUMBER ONE ISSUE FACING SOUTH OGDEN BY THE PUBLIC.**



### SUMMARY OF KEY HOUSING SURVEY FINDINGS:

#### CONCERN FOR FUTURE GENERATIONS

92% of respondents were concerned about housing affordability, with the vast majority feeling that their housing is affordable but are concerned for future generations. 22% of respondents also worry that their current housing will be unaffordable in the near future.

#### NEIGHBORHOOD PRESERVATION & LACK OF AFFORDABLE HOMES FOR SALE ARE TOP CHALLENGES

Residents rate preserving existing neighborhoods, lack of affordable homes for sale, and rapid growth/ high-density housing as top challenges.

#### SUBSIDIZED HOUSING & INCENTIVES TO BUILD NEW AFFORDABLE HOUSING ARE TOP STRATEGIES

Respondents are less supportive of preserving existing affordable housing and are more supportive of directly subsidizing the housing costs for moderate income households.

#### DIFFERENT HOUSING TYPES ON THE TABLE

Over a quarter of respondents see small-lot, singly-family homes as the best option for providing affordable housing options but other housing types are on the table. ADUs, Townhomes, and 55+ communities were equally popular options.

#### RENTERS & OTHER UNDER REPRESENTED

96.4% of respondents own or are buying their own home. According to the 2020 census, approximately 25% of South Ogden households are renters.

#### MOST PEOPLE LIVE IN A SINGLE-FAMILY HOME ON LESS THAN 1/2 ACRE

Only 2.9% of respondents live in apartments or condos, with 90% of respondents living in single-family homes.

### STATE MODERATE INCOME HOUSING REQUIREMENTS

Utah Code 10-9a-403 requires that municipalities include within their General Plan a Moderate-Income Housing element. The moderate-income housing element should include the following:

1. Provide for a realistic opportunity to meet the need for additional moderate-income housing within the next five years.
2. Three or more moderate income housing strategies (as defined in Utah Code) for implementation.
3. An implementation plan.



#### MODERATE-INCOME HOUSING DEFINED

“Moderate-income housing” is defined in Section 10-9a-103 as “housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80 percent of the median gross income for households of the same size in the county in which the City is located.”

The requirements related to moderate-income housing are further defined in Utah Code 10-9a-408. This section of Utah Code requires the development of a Moderate-Income Housing Plan (“MIHP”) that provides a description of each housing strategy selected by the municipality and the implementation plan related to these strategies. In order to achieve the objectives of Utah Code related to the moderate-income housing element of the general plan and the MIHR, this report considers the following elements:

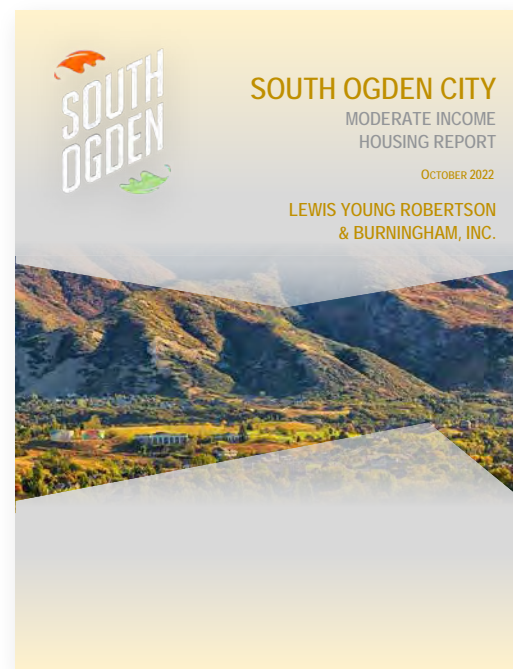
- An estimate of the existing supply of moderate-income housing located within the municipality.
- An estimate of the need for moderate income housing in the municipality for the next five years.
- A survey of total residential land use.
- An evaluation of how existing land uses and zones affect opportunities for moderate income housing.
- A description of the municipality’s program to encourage an adequate supply of moderate-income housing.
- A selection of strategies from a menu list outlined in state code.
- An implementation plan with timelines and benchmarks for the selected strategies.

## MODERATE INCOME HOUSING PLAN

The City’s General Plan (adopted 1997 and updated 2001, 2008, and 2016) did not include a Moderate-Income Housing element. The purpose of the Moderate-Income Housing Plan (“MIHP”) is to serve as the moderate-income housing element of the general plan and establish South Ogden’s strategies and policies to implement moderate-income housing in accordance with the Utah Code.

## ANNUAL REPORT

The annual reports submitted to the Department of Workforce Services, due October 1, is tied to the City’s fiscal year and should outline each MIHP strategy selected by the municipality along with an implementation timeline.



The 2022 South Ogden City Moderate Income Housing Report can be found in **Appendix D**.

## EXISTING HOUSING DATA

As of the 2021 U.S. Census Bureau Population Estimates, South Ogden City is home to 17,541 residents. The 2020 U.S Census Bureau American Community Survey reports that South Ogden has 6,434 housing units in total, of which 5,984 are occupied units (**Figure 5.2**).<sup>1</sup> There are many more homeowners than renters in South Ogden, with 74.4 percent of homes owner-occupied. This is due to the large number of single-family homes in the City, and very few multi-family housing units. The City has 4,453 owner occupied units and 1,531 renter occupied units (**Figure 5.3**). Occupied housing has decreased at an average annual growth rate (“AAGR”) of 0.45 percent from 2010 through 2020, with owner occupied housing units growing at 0.23 percent and renter occupied units decreasing at 2.17 percent.

As shown in **Table 5.1**, 79.5 percent of South Ogden’s housing stock is single family with 20.5 percent multi-family, mobile home, and other housing types. By comparison, Weber County’s housing stock is comprised of 78.2 percent single family and 21.8 percent multi-family, mobile home, and other housing types.

<sup>1</sup> Most current ACS data available.

**TABLE 5.1 - HOUSING STOCK**

TYPE	OWNER OCCUPIED		RENTER OCCUPIED		TOTAL	% OF TOTAL
Single Family	4,333	97.3%	423	27.6%	4,756	79.5%
2 to 4 Units	71	1.6%	430	28.1%	501	8.4%
5 to 9 Units	20	0.4%	233	15.2%	253	4.2%
10 or more Units	29	0.7%	432	28.2%	461	7.7%
Mobile Home & Other	-	0.0%	13	0.8%	13	0.2%
<b>Total Units</b>	<b>4,453</b>	<b>74.4%</b>	<b>1,531</b>	<b>25.6%</b>	<b>5,984</b>	<b>100.0%</b>

Source: US Census Bureau, 2016-2020 American Community Survey 5-Year Estimates; Table(s) B25001, B25032.

## HOUSING COST BURDEN

### MEDIAN HOUSEHOLD INCOME

The median household income in South Ogden is \$70,552. The median household income has grown at an AAGR of 2.92% percent from 2010 through 2020. The South Ogden owner-occupied income in 2020 was \$78,304 while renter-owned income was \$48,590. The renter-occupied median income grew at an AAGR of 2.27 percent compared to a 3.9 percent growth rate in median gross rent.



## MONTHLY HOUSING COSTS

The monthly housing costs for all owner-occupied housing in South Ogden is \$1,763. Monthly costs for owner-occupied housing units with a mortgage is \$1,336 while those without a mortgage is \$427. The median gross rent in the City is \$10,42 (Table 5.2). The ratio of the City's median rent to renter income is 25.7 percent. The ratio of the City's owner-occupied median income to median mortgage is 20.5 percent. Ratios greater than 30 percent indicate the average renter or household owner is burdened by housing costs. Ratios greater than 50 percent suggest a severe burden. Currently, the overall renter income to rent ratio is not considered a burden. However, the ratio is nearing the burden threshold (Figure 5.4).

**TABLE 5.2 - HOUSEHOLD INCOME & HOUSING COST BURDEN RATIO**

	2010	2020	AAGR
South Ogden Median Adjusted Gross Income	\$46,364	\$55,900	1.89%
South Ogden Median Income	\$52,893	\$70,552	2.92%
South Ogden Owner-occupied Median Income	\$62,327	\$78,304	2.31%
South Ogden Renter-occupied Median Income	\$38,817	\$48,590	2.27%
South Ogden Median Gross Rent	\$711	\$1,042	3.90%
South Ogden Owner-occupied w/ Mortgage Cost	\$1,231	\$1,336	0.82%
South Ogden Owner-occupied w/o Mortgage Cost	\$374	\$427	1.33%
South Ogden Median Rent to Renter Income	22.0%	25.7%	-
South Ogden Median Mortgage to Owner Income	23.7%	20.5%	-

Source: US Census Bureau, American Community Survey 2016-2020; Table B25119, B25088, \*Utah State Tax Commission, 2020 Statistics of Income; Table 17.

## AREA MEDIAN INCOME

The area median income ("AMI") for Weber County for 2020 was \$71,275. The median family income for a family of four in Weber County is \$90,950. Table 5.3 represents the ratio of median rent in South Ogden at 100 percent of the AMI income for a family of four in Weber County. Ratios greater than 30 percent indicate a burden based on typical housing costs within the County. Ratios greater than 50 percent suggest a severe burden. At 30 percent of AMI, a family of four is burdened and nearing the severe burden threshold (Figure 5.5).

**TABLE 5.3 - WEBER COUNTY AREA COST BURDEN RATIO**

	2010	2020	AAGR
Weber County AMI Family of Four	\$66,002	\$90,950	3.26%
South Ogden Median Rent	\$711	\$1,042	3.90%
100% of AMI Family of Four	12.93%	13.75%	-
80% of AMI Family of Four	16.16%	17.19%	-
50% of AMI Family of Four	25.85%	27.50%	-
30% of AMI Family of Four	43.09%	45.83%	-

Source: US Census Bureau, American Community Survey 2016-2020; Table B19019, B19119.

## FAIR MARKET RENTS

The U.S. Department of Housing and Urban Development annually reviews fair market rents to determine a standard for various housing programs to publish HOME Investment Partnership Program ("HOME") rent limits. The rent limits for the Ogden-Clearfield HUD Metro FMR Area for 2022 is found in Table 5.4.

**TABLE 5.4 - OGDEN-CLEARFIELD RENT LIMITS**

PROGRAM	EFFICIENCY	1 BED	2 BED	3 BED	4 BED
Low HOME Rent Limit	\$811	\$891	\$1,105	\$1,306	\$1,457
High HOME Rent Limit	\$811	\$891	\$1,105	\$1,535	\$1,839
Fair Market Rent	\$811	\$891	\$1,105	\$1,535	\$1,864
50% Rent Limit	\$880	\$942	\$1,131	\$1,306	\$1,457
65% Rent Limit	\$1,124	\$1,206	\$1,449	\$1,665	\$1,839

Source: U.S. Department of Housing and Urban Development, 2022 HOME Rent Limits; Utah.

## HISTORIC BUILDING PERMITS

The City has issued building permits for 644 units from 2011 to 2021 (Figure 5.6). These include 556 multi-family units and 86 single family units (Figure 5.7). Multi-family units have been more prevalent in the last seven years and will continue to be an important tool to address moderate income housing needs within the City.

**TABLE 5.5 - BUILDING PERMITS**

YEAR	SINGLE-FAMILY UNITS	DUPLEX DWELLINGS	MULTI-FAMILY UNITS	MOBILE/ MANUFACTURED	TOTAL CONSTRUCTED UNITS
2011	6	0	0	0	6
2012	6	0	0	0	6
2013	21	0	0	0	21
2014	11	0	143	0	154
2015	15	0	0	0	15
2016	8	2	14	0	24
2017	6	0	0	0	6
2018	6	0	168	0	174
2019	3	0	48	0	51
2020	1	0	4	0	5
2021	3	0	179	0	182
<b>Total</b>	<b>86</b>	<b>2</b>	<b>556</b>	<b>0</b>	<b>644</b>

Source: Kem C. Gardner Ivory-Boyer Construction Report and Database.

## HOUSING SNAPSHOT

FIGURE 5.2 - 2020 OCCUPIED UNITS

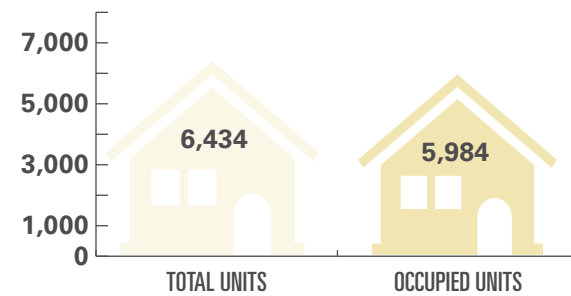


FIGURE 5.3 - 2020 OWNER &amp; RENTER OCCUPIED UNITS

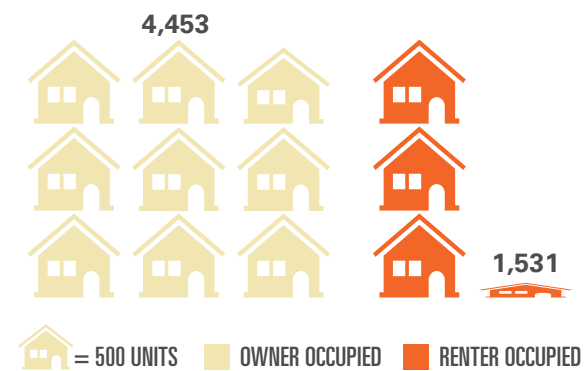
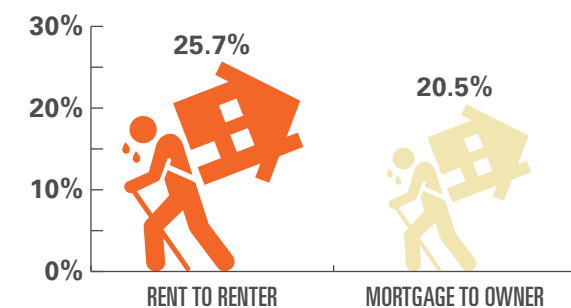
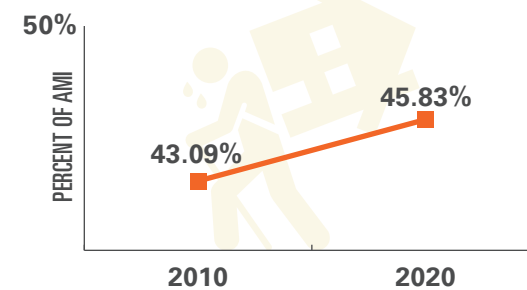


FIGURE 5.4 - HOUSING COST BURDEN RATIO



The overall renter income to rent ratio is not considered a burden, however, the ratio is nearing the burden threshold (30%).

FIGURE 5.5 - WEBER COUNTY AREA COST BURDEN RATIO FOR A FAMILY OF FOUR (2010 &amp; 2020)



Ratios greater than 50 percent suggest a severe burden. At 30 percent of AMI, a family of four is burdened and nearing the severe burden threshold.

FIGURE 5.6 - TOTAL CONSTRUCTED UNITS PER YEAR (2011-2021)

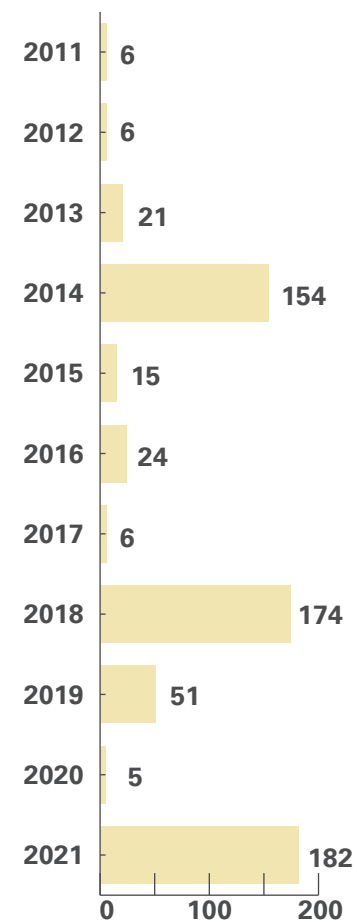


FIGURE 5.7 - TOTAL BUILDING PERMITS ISSUED BY UNIT TYPE (2011-2021)

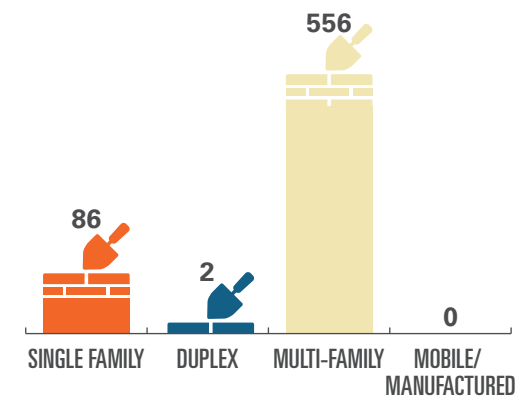


FIGURE 5.9 - DEFICIT IN AVAILABLE UNITS (RENTER HOUSEHOLDS) BY HAMFI INCOME LEVEL

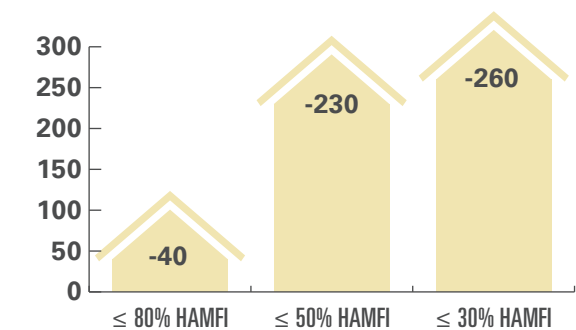
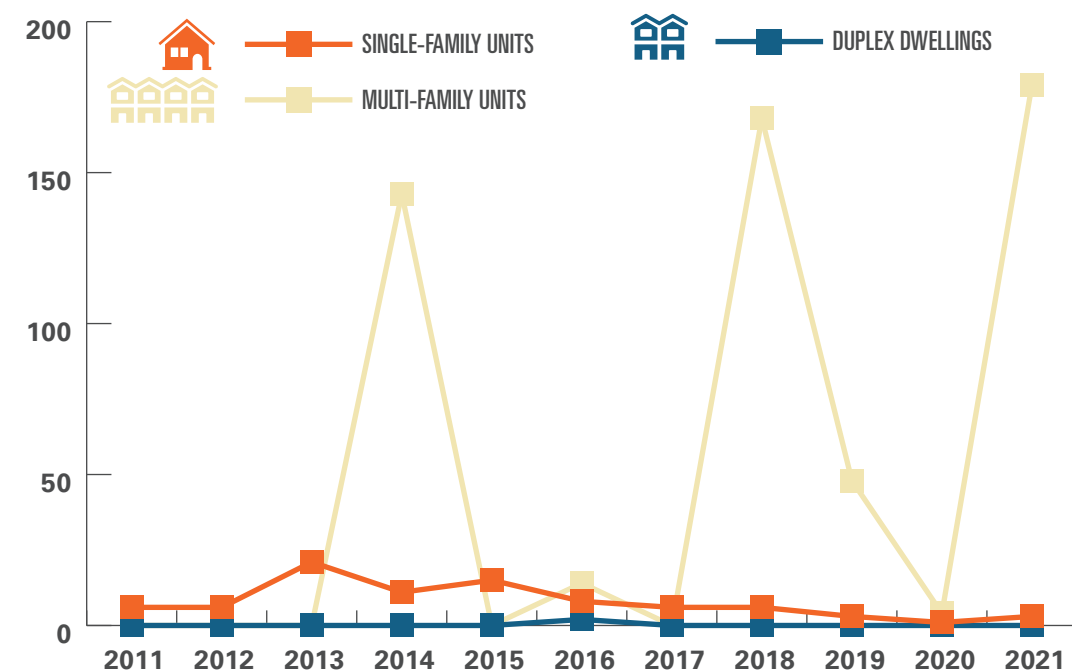


FIGURE 5.8 - UNITS CONSTRUCTED PER YEAR BY TYPE (2011-2021)





## HOUSING GAP ANALYSIS

The Utah Housing and Community Development Division within the Utah Department of Workforce Services (“DWS”) utilizes American Community Survey<sup>2</sup> data and the U.S. Housing and Urban Development Comprehensive Housing Affordability Strategy<sup>3</sup> (“CHAS”) to identify the current number of rental households, as well as project the number of units needed over the next five years, by percentage of household area median family income (“HAMFI”). The total number of renter households according to CHAS is 1,925, with 42.9 percent or 825 units considered non-low income.<sup>4</sup>

At  $\leq 80$  percent HAMFI, there are 1,100 renter households with 1,060 units currently available. This suggests a shortage of 40 rental units at the  $\leq 80$  percent of HAMFI income level. However, the City has a total of 1,855 affordable units suggesting a surplus of affordable units for this income bracket. This mismatch in available and affordable housing suggest 795 households are living in affordable housing despite their median income being above the  $\leq 80$  percent HAMFI threshold. The mismatch is more severe in the  $\leq 30$  percent HAMFI category as a 135 affordable unit deficit exists, as well as a mismatch in renters with incomes higher than the  $\leq 30$  percent threshold occupying 125 units. At  $\leq 30$  percent HAMFI, there is a deficit of 260 rental units (Table 5.6 and Figure 5.9).

The current ACS and CHAS data indicate the number of rental units lags behind the number of rental households. The Kem C. Gardner Institute identified this lag citing the period from 2010-2015 where the number of households were increasing at a faster pace than housing units.<sup>5</sup> Historically, the housing units outpaced households. The current inverse relationship is evidence of the housing shortage in the State of Utah. The South Ogden gap analysis further identifies a need to provide affordable housing with an emphasis on households at 50 percent and 80 percent of HAMFI.

<sup>2</sup> U.S. Census Bureau American Community Survey 2013-2017, most current available.

<sup>3</sup> U.S. Department of Housing and Urban Development 2015, most current available.

<sup>4</sup> Due to the time lag in data availability for the ACS and CHAS data, variations exist between the ACS rental households reported in 2017 as 2,179 and the CHAS rental households reported in 2015 as 1,925.

<sup>5</sup> Wood, James (2016, November). Does Utah Have a Housing Shortage? Retrieved from <https://gardner.utah.edu/utah-housing-shortage/>

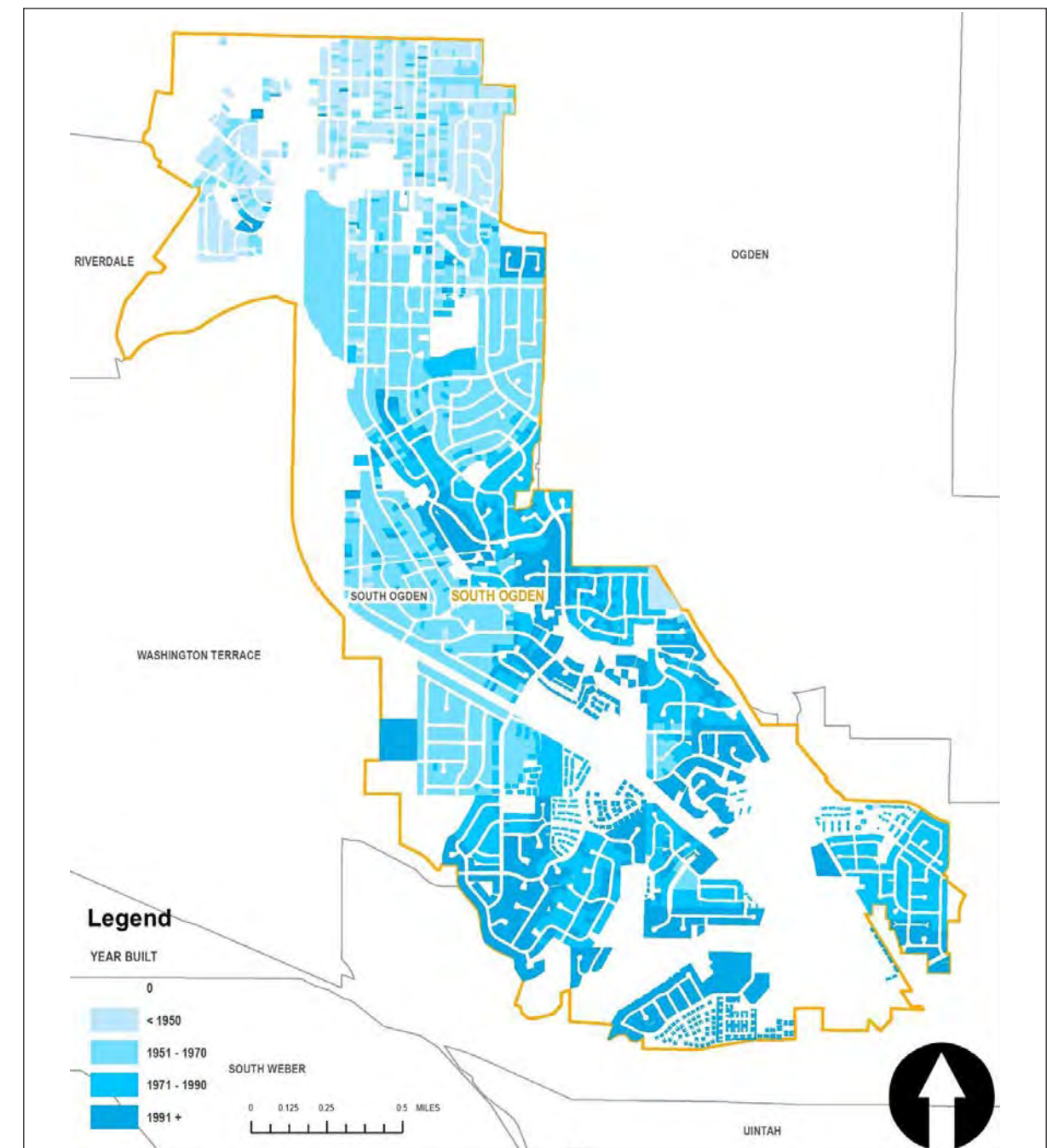
**TABLE 5.6 - HOUSING GAP**

2018 SHORTAGE	RENTER HOUSEHOLDS	RENTAL UNITS		RENTER HOUSEHOLDS		HOUSING MISMATCH
		AFFORDABLE UNITS	AVAILABLE UNITS	AFFORDABLE UNITS	AVAILABLE UNITS	
$\leq 80\%$ HAMFI	1,100	1,855	1,060	755	(40)	795
$\leq 50\%$ HAMFI	665	950	435	285	(230)	515
$\leq 30\%$ HAMFI	365	230	105	(135)	(260)	125

## HOUSING STOCK

Map 5.1 depicts the age of the housing stock within the City. The southern portion of the City contains newer development. The majority of residential construction prior to 1970's is to the north and west in the City, while a heavy concentration of home building occurred on the northern boundary prior to 1950. By age, the central and north housing stock will be more vulnerable and may be prime areas to focus rehabilitation efforts.

**MAP 5.1 - RESIDENTIAL YEAR BUILT**



ACCESSORY DWELLING UNITS

In 2021, South Ogden amended City code to allow for the interior ADUs as permitted uses in single-family residential, two-family residential, and multiple-family residential zones. In addition, the City created an “Accessory Dwelling Unit” section in their municipal code (Adopted 9/21/2021) to provide reasonable regulations for supplementary living accommodations in internal ADUs located in residential areas of the City. The City has not had any accessory dwelling units located within the municipality issued a business license or construction permit.



**MORE ABOUT ACCESSORY DWELLING UNITS**  
Accessory dwelling units (ADUs) are habitable living units added to, created within, or detached from a primary single-family dwelling and contained on one lot. (Utah Code § 10-9a-103 (1)). They represent one effective solution to housing affordability due to their low cost and immediate feasibility, the smaller size of the units that are built, and the range of options that are available for facilitating their development on established and new housing sites.

The Utah State Legislature, through Senate Bill 34 (2019), encouraged communities to implement ADU ordinances that make sense for the local jurisdiction. The bill also requested that if municipalities do adopt an ADU ordinance, they make sure the ordinance incentivizes ADU use and does not create barriers, such as difficult or expensive permitting processes<sup>1</sup>. In 2022, the legislature went one step further, passing a law making Accessory Dwelling Units (ADUs) that are internal or attached to a single family dwelling permitted uses in all municipalities and counties. South Ogden has since adopted a zoning ordinance that embraces this law.

<sup>1</sup> Utah League of Cities and Towns (2019), One Key to Housing Accessory Dwelling Units A Resource Guide for Municipal Officials and Staff.

BARRIERS RELATED TO AFFORDABLE HOUSING

South Ogden has proactively sought to encourage affordable housing within the community. During this process, community concerns surfaced regarding the location of redevelopment which could potentially eliminate the availability of affordable housing products. Residents and council members express concern that redevelopment could replace older, smaller lot residential, which would be replaced by higher cost, new housing products. While this isn’t necessarily a direct barrier, the City will continue to evaluate housing options relative to community preference and affordability according to the strategies of this chapter.

MODERATE INCOME HOUSING PLAN

HOUSING STRATEGIES AND RECOMMENDATIONS

To qualify for State transportation funding, the State requires municipalities to select three housing affordability strategies to implement in their community. In addition, the legislature is giving priority funding designation to those communities that adopt two additional strategies. South Ogden City has selected the following strategies for implementing moderate-income housing in the community.

- STRATEGY 1:** Rezone for densities necessary to facilitate the production of moderate-income housing (Menu Item A).
- STRATEGY 2:** Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers (Menu Item F).
- STRATEGY 3:** Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the residence’s own vehicle, such as residential development near major transit investment corridors or senior living facilities (Menu Item H).
- STRATEGY 4:** Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones (Menu Item W).
- STRATEGY 5:** Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones (Menu Item E).

TRACKING & IMPLEMENTATION

To track and prioritize implementation measures for each strategy, the City will incorporate the five housing strategies into the South Ogden Strategic Plan. The Strategic Plan, annually adopted by the South Ogden City Council, outlines and prioritizes directives to guide policy decisions and prioritize community needs. The Strategic Plan identifies the required resources, the department personnel involved, a tentative due date, and the City’s overall progress relative to each directive.





## STRATEGY 1

### REZONE FOR DENSITIES

South Ogden has rezoned for densities to facilitate the production of moderate-income housing (Menu Item A).

The City has rezoned for mixed use and high density as part of their form-based code initiative. The rezone process was a complete review of existing zoning and the establishment of form-based code in order to promote redevelopment of commercial areas to mixed use zones suitable for higher density housing. This initiative included a steering committee, public review process, planning commission review, public hearing, and adoption by City Council and was completed over 2-years period. The City will continue to update zoning to meet current demands.

The City created nine additional zones to facilitate the production of moderate-income housing:

1. 40th Street General
2. City Center General
3. City Center Core
4. Riverdale Road General
5. Edge
6. Gateway Core
7. Gateway General
8. Neighborhood Commercial
9. Gateway Edge Subdistricts

#### IMPLEMENTATION

- Review and update the zoning code to allow for higher density in redeveloping residential areas (Winter 2023 – Spring 2024).
- Work with Planning Commission, Community Development and Renewal Agency (CDR), and the City Council to modify zoning in anticipation for redevelopment efforts (Spring 2024).

## STRATEGY 2

### ZONE OR REZONE FOR HIGHER DENSITY OR MODERATE-INCOME RESIDENTIAL DEVELOPMENT

South Ogden has zoned or rezoned for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers (Menu Item F).

The City's form-based code creates three districts:

1. **Neighborhood Commercial:** a number of smaller areas that provide convenient local commercial services for residents.
2. **Wall Avenue:** flexible mixed-use district that allows for a broad range of commercial uses and building types
3. **South Gateway:** flexible mixed-use district that allows for a broad range of commercial uses and building types.

The major districts are further broken down into subdistricts:

- **Gateway Core:** The Gateway Core Subdistrict is intended to be the City's most flexible and inclusive subdistrict, ensuring a place for all of South Ogden's commercial needs. It includes a range of building types that will allow for a vibrant, mixed-use commercial area.
- **Gateway General:** The Gateway General Subdistrict provides the same function as the Gateway Core Subdistrict, but with a lower intensity of building to provide a buffer between residential neighborhoods and commercial areas.
- **Neighborhood Commercial:** The Neighborhood Subdistrict allows for smaller nodes of commercial uses, the purpose of which is to provide residents with easy access to businesses which provide local services and goods.
- **Gateway Edge:** The Edge Subdistricts are made up of smaller scale residential buildings, which provide a buffer between existing single family residential neighborhoods and the Commercial Subdistricts. (Ord. 17-21, 11-21-2017, eff. 11-21-2017)

The rezone districts allow for density variations based on permitted uses.

#### IMPLEMENTATION

- Track the number of new housing units established from the City's form-based code districts (Neighborhood Commercial, Wall Avenue, and South Gateway) to monitor the number of units that qualify as moderate income housings units (Spring 2023 – Winter 2023).



STRATEGY 3

AMEND LAND USE REGULATIONS TO ELIMINATE OR REDUCE PARKING REQUIREMENTS

South Ogden has amended land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the residence’s own vehicle, such as residential development near major transit investment corridors or senior living facilities (Menu Item H).

The City has created definitions related to group living arrangements with the City’s municipal code. A group living or congregate living arrangement where groups of more than four (4) unrelated persons live together in a single dwelling or housekeeping unit, including, but not limited to, assisted living unit, boarding house, lodging house, nursing home, senior housing, assisted living facility, nursing care facility, residential facility for disabled persons, dormitory, student housing, fraternity, club, institutional group, half-way house, convent, monastery, or other similar group living or congregate living arrangement of unrelated persons. A group living arrangement does not include clinics, medical or dental; hospital(s) or hospital/clinic. In the subdistricts where a group living arrangement facility is permitted with development standards (“P2”), the facility is limited to twelve (12) rooms.

The City also allows a wide-range of parking alternatives, ranging from shared-use parking, car-share credits, transit credits (proximity to transit), etc.

IMPLEMENTATION

- Identify areas of the City that could be suitable for further parking reductions (Summer 2023).
- Work with Planning Commission and City Council to draft a Code Amendment that reduces the requirement for the identified areas (Summer 2023 – Spring 2024).

STRATEGY 4

CREATE OR ALLOW FOR, AND REDUCE REGULATIONS RELATED TO MULTIFAMILY RESIDENTIAL

South Ogden has created or allowed for, and reduced regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones (Menu Item W).

The City has achieved this goal primarily through the adoption and modification of the City’s form-based codes. Prior to adoption, there were few areas in the City where multi-family residential development was permitted, and the areas where it was permitted was limited to a small range of options (8-plex units, 12-plex units, etc.). With the adoption of the form-based code, multi-family and missing-middle residential options are now allowed in nearly all form-based code subdistricts, with the exception of the Riverdale Road General district, which is dedicated for big-box-type commercial.

The new codes have no maximum densities as density is now a function of meeting form-based building and site parameters (height limits, parking, etc.). In addition, all reviews are now conducted by a Design Review committee composed of City staff. The Planning Commission was involved in the development of the codes but does not participate in the review committee or administration. This has streamlined the application process and shortened the review and approval process. Finally, creative parking codes such as shared parking, reduced parking in proximity to transit, etc. has reduced the impact those regulations previously had on project bottom lines, as discussed in Strategy 3.

IMPLEMENTATION

- Consider amendments to the City’s form-based codes to attract more moderate income housing units developed within the form-based code districts (Summer 2023 – Winter 2023)
- Monitor development of future projects within the form-based code districts to measure new housing growth and track development trends (Winter 2023).



STRATEGY 5

CREATE OR ALLOW FOR AND REDUCE REGULATIONS RELATED TO INTERNAL ADUS

South Ogden has created regulations related to internal accessory dwelling units (ADUs) in residential zones (Menu Item E).

In 2021, South Ogden amended City code to allow for the interior ADUs as permitted uses in single-family residential, two-family residential, and multiple-family residential zones. In addition, the City created an “Accessory Dwelling Unit” section in their municipal code (Adopted 9/21/2021) to provide reasonable regulations for supplementary living accommodations in internal ADUs located in residential areas of the City.

IMPLEMENTATION

- Begin to track building permits and rental licenses related to ADUs (Spring 2023).
- Review “Accessory Dwelling Unit” code with City Council and Planning Commission to determine the feasibility of extending policy to allow for attached and detached ADUs (Winter 2023).
- Work with the Planning Commission and City Council on drafting and adopting ADU code amendment (Spring 2024).

ADDITIONAL STATE SUPPORT

The City could benefit from additional training related to MIHR requirements and data collection. In addition, training related to the 24 identified strategies and how to implement these strategies could be beneficial.

ADDITIONAL RECOMMENDATIONS

Numerous programs are available to encourage the development and preservation of affordable housing at all income levels. Homeownership programs are well established, and support should continue and expand. The Home Program and HOME Investment Partnership Act are important resources for moderate and low-income homeowners, and CDBG funds can also be used to assist homeowners. In addition, the Utah Housing Corporation provides homeownership assistance through below market loans (FirstHome), down payment and closing cost assistance, and lease to-own housing supported by Low Income Housing Tax Credits (CROWN). Further, HUD has special loans for the construction of rental and cooperative housing for the elderly and handicapped. In addition, funds are available under the Olene Walker Loan Fund and the McKinney Fund (with emphasis on transitional housing).

HOUSING PROGRAMS

FINANCIAL RESOURCES FOR AFFORDABLE HOUSING DEVELOPMENT

Potential funding sources for housing include revenue from the general fund, CDBG grants and RDA affordable housing pass through. The general fund is essentially drawing upon the existing resources of the community and reallocating some of these resources to promote affordable housing. This could include earmarked sales tax or other revenue to provide development subsidies for deed-restricted affordable housing. The CDBG funds may require some reallocation of funds from infrastructure needs to housing, although both are valid projects.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

This is a well-established federal entitlement grant program for urban communities seeking to revitalize neighborhoods, improve community facilities, prevent and eliminate slums, aid low to moderate-income families, and promote economic development. Between 2015 and 2019, \$4.9M was spent on CDBG projects within the Wasatch Front Regional Council region.

PRESERVATION OF HOUSING STOCK

The preservation and rehabilitation of the current housing stock (rental and owner-occupied) will also be an important way to help keep housing affordable. The City should set a goal to rehabilitate a number of housing units before the year 2025. There are various programs available to the City to assist with home rehabilitation efforts. The HOME consortium and the Home Programs will be important to help people under 80 percent of HAMFI preserve the quality of their home investments. Additionally, CDBG funds can be obtained to manage and invest into low- and moderate-income areas. While infrastructure is important for community building, some portion of the CDBG budget should be targeted toward housing programs.

COMMUNITY REINVESTMENT AREAS

Additional Redevelopment Agency (RDA) funds could become available to the community with the establishment of Community Reinvestment Areas and the redevelopment of selected sites. Under Community Reinvestment Areas (CRAs), the redevelopment agency is required to allocate 10 to 20 percent of total tax increment revenues it receives (from CRAs) to affordable housing. In the event the City creates a new CRA, tax increment would be set aside for affordable housing.

## HOME INVESTMENT PARTNERSHIP ACTS

The HOME act was established to develop and support affordable rental housing and home ownership mainly through the rehabilitation of existing units rather than new construction. The program targets low and very low-income households. The grant program is flexible in allowing participating jurisdictions to decide the most appropriate use of money in their communities. The program requires that at least 90 percent of the rental assistance be targeted toward households with incomes no higher than 60 percent of the area median. Participating jurisdictions are required to match 25 percent of the federal funds used.

## SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

The Section 8 program provides rental payments and assistance to very low income and elderly persons. Rental assistance payments are made directly to private owners who lease their units to assisted families. The tenant is only required to pay 30 percent of his or her monthly-adjusted gross income for rent and the federal government pays the balance of the contract rent to the owner of the rental unit. The contract rent is based on Fair Market Rent established by HUD for the area. The certificates and vouchers are issued by local housing authorities and have a five-year term, which is renewable. Program participants may rent units whose rents exceed the FMR, but the recipient must pay the balance. Applications for this program can be completed through both the Weber Housing Authority (“WHA”) and the Ogden Housing Authority.

## HOMEOWNERSHIP ASSISTANCE PROGRAM

The Homeownership Assistance Program is designed to increase home ownership throughout Weber County. The program is offered to qualified moderate income households on a first come, first served basis and as funding is available. First time homebuyers purchasing their primary residence in Weber County can receive a \$5,000 zero interest, deferred payment loan. These loans can only be used at the time of closing for down payment, closing costs, or principal reduction toward the first mortgage loan balance. The WHA has not received funding for this program in recent years, however, there are carry over funds available for limited grants.

## SUPPORTIVE HOUSING PROGRAM

The Supportive Housing Program provides voucher-based rental assistance linked with case management services. This program is offered to high barrier, homeless, disabled, unaccompanied households who do not hold the lease in their own name. WHA holds the master lease on the unit. The program pulls households from a community homeless waiting list that prioritizes individuals based on vulnerability. The goal of the program is to assist homeless individuals strive for self-sufficiency.

## SHELTER PLUS CARE

The Shelter Plus Care Program provides voucher based rental assistance linked with case management services. This program is offered to homeless, disabled, unaccompanied individuals who hold the lease in their own name. The program, administered by WHA, pulls individuals from a community homeless waiting list that prioritizes individuals based on vulnerability. The goal of the program is to assist homeless individuals strive for self-sufficiency.

## LOW INCOME HOUSING TAX CREDITS (“LIHTC”)

The federal government has developed a program to encourage the construction, rehabilitation and preservation of rental housing for very low, low and moderate-income households. The LIHTC program is administered by the Utah Housing Corporation (“UHC”), which determines the amount of tax credit available to applicant projects and operations and on the percentage of the project, which will be restricted to low income tenants. The UHC establishes maximum rents in accordance with HUD standards and future rental increases will be based on increases in the cost of living as reflected in HUD income guidelines. A minimum of 20 percent of the project’s units must be set aside for tenants with income less than 50 percent of the median income for the area or a minimum of 40 percent of the units must be reserved for tenants with incomes less than 60 percent of the area median income. Projects receiving LIHTC must maintain the status as a low-income project for a minimum of 15 years.

The LIHTC program provides a credit equal to nine percent of the construction cost for new construction or substantial rehabilitation for projects which do not use other federal assistance and a four percent credit for acquisition of existing projects and for those projects which use other federal subsidies (CDBG excluded). Credits are claimed annually for ten years. The credits may be used by the owner of the property or sold through syndication.

## SECTION 202 LOANS FOR HOUSING THE ELDERLY

The HUD Section 202 program offers capital advances to finance the construction and the rehabilitation of structures to serve as supportive housing for very low-income elderly persons. It also provides rent subsidies to help make the projects affordable. If the project serves very low-income elderly persons for 40 or more years, the capital advance does not need to be repaid.

## OLENE WALKER TRUST FUND

The fund is comprised of State appropriations and federal funds to provide loans at below-market interest rates for the construction of affordable housing. The majority of projects built using this fund are multi-family. While the majority of the fund is used for loans, a small amount (five percent) of the fund is available for grants.



### MCKINNEY-VENTO FUND

This fund is administered by HUD and provides assistance for transitional housing. This includes advances or grants for acquisition, rehabilitation of existing structures, annual payments to help cover operating expenses, and technical assistance in establishing and operating transitional housing. Rental assistance for homeless people with disabilities is also offered.

### FIRSTHOME

FIRSTHOME is a mortgage program offered by the Utah Housing Corporation. It is geared towards families of modest income with a credit score of 660 or higher who are first time homebuyers. This program offers competitive interest rates that keep the monthly house payments affordable, allowing families with smaller incomes to purchase a home.

### UHC'S SUBORDINATE LOAN

This program is an offer from the Utah Housing Corporation that can be combined with any of their loan programs to help families with funds needed to purchase a home. This program is for borrowers who have not been able to save enough money for their down payment and closing costs. This loan provides an additional option to limited income working families who have insufficient funds to purchase a home.

### HOMEAGAIN

HomeAgain is a Utah Housing Corporation mortgage program which targets families of modest income with a credit score of 660 or higher who have previously owned a home. This program, when combined with their Subordinate Loan, gives a family the opportunity to purchase another home with little or no cash investment.

### SCORE

Score is a Utah Housing Corporation mortgage program designed to assist families of modest income with a credit score of 620 or higher. This program offers families who have recovered from previous credit challenges, a loan that can assist them with the purchase of their home. This program, when combined with their Subordinate Loan, gives a family the opportunity to purchase another home with little or no cash investment.

### NOML

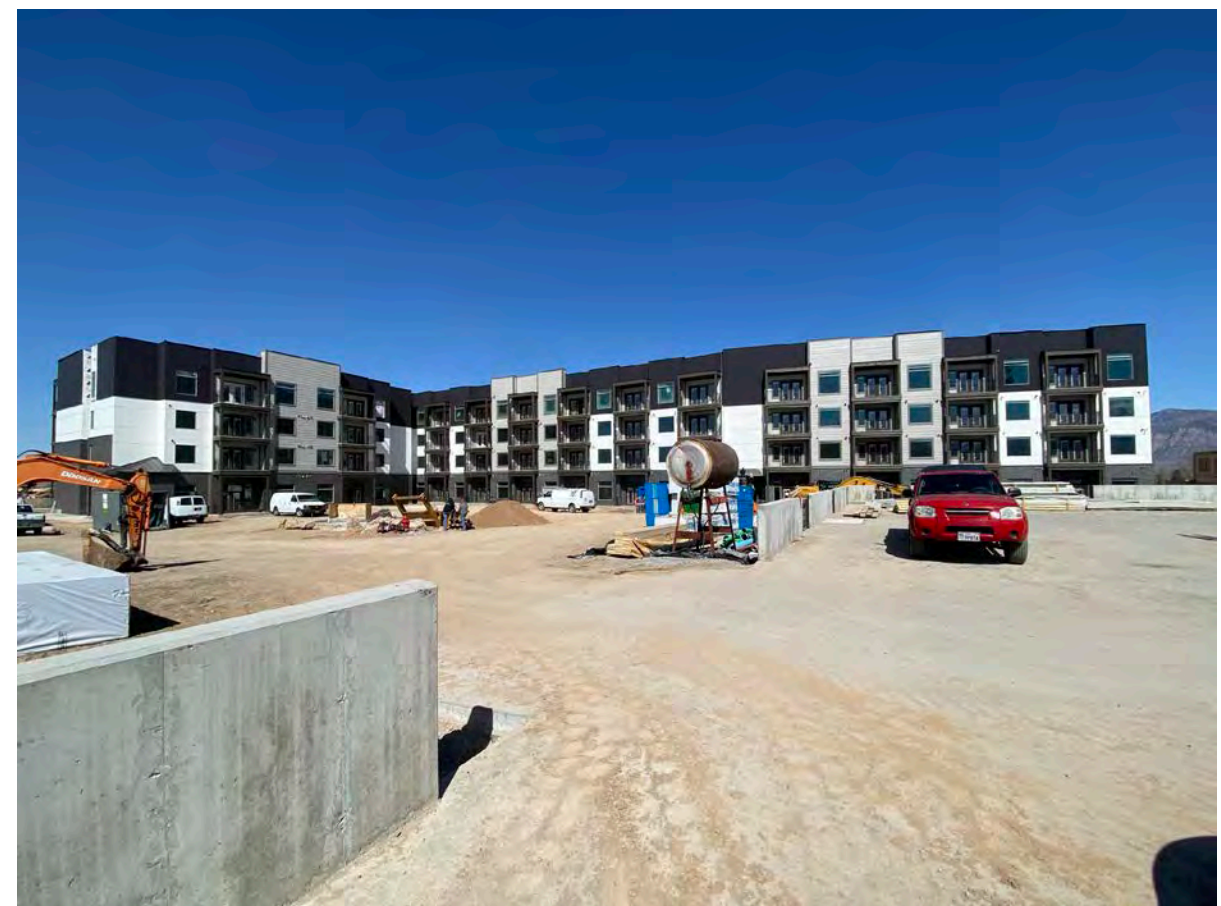
NoMI is a Utah Housing Corporation mortgage program for families of modest income with a credit score of 700 or higher. Of all their homeownership programs, this mortgage typically has the lowest mortgage payment because it offers a loan without mortgage insurance. This program, when combined with a Subordinate Loan, gives a family the opportunity to purchase another home with little or no cash investment.

### STREAMLINE REFINANCE LOAN PROGRAM

Streamline Refinance Loan Program is a Utah Housing Corporation program geared toward families wanting to reduce their current mortgage payment with a refinance but do not have the funds to pay off their current UHC Subordinate Loan. For qualified borrowers, UHC will subordinate their existing Subordinate Loan to a new UHC Streamline Refinance.

### CROWN

CROWN is a lease-to-own program developed by the Utah Housing Corporation (UHC) to bring home ownership within reach of very low-income households that are willing to make a long-term commitment to the community. CROWN creates permanent home ownership opportunities by utilizing Low Income Housing Tax Credits to construct new, single-family detached homes that are both durable and affordable. Lease payments last until the fifteen-year tax credit period expires. At this point, residents have the option of purchasing the home at a very attractive price through a low-interest UHC mortgage loan. The qualified low-income residents who become homeowners through the CROWN program are also eligible to receive training in the areas of housekeeping, home maintenance, and basic budgeting.





CHAPTER 6

## WATER USE & PRESERVATION

- South Ogden City Water Profile
- Water Use
- Water Conservation Plan
- Regional Collaboration Goals & Practices



IMAGE 6.1 - THE SOUTH OGDEN WATER TANKS BEING PAINTED



Caption: The South Ogden water tanks being painted as viewed from Harrison Boulevard on Wednesday, October 10, 2012. Credit: Dennis Montgomery/Special to the Standard-Examiner.

INTRODUCTION

Utah is among the fastest growing and driest states in the nation. By 2065 the population is expected to double, increasing demand for and stretching finite water resources even further. The current drought is at a level unseen for many years and in some areas it is at, or near historic levels.

Water conservation is an issue that touches everyone, and ensuring we continue to have enough water for the future is a major concern local and state leaders, water providers, and the public. The use and preservation of water resources has emerged as a major concern on the state level, as indicated by S.B. 110: Water as Park of General Plan, a law that was adopted in 2022 requires municipalities and counties to amend their general plan to address how land use planning impacts water use. Water use and preservation also emerged as key concerns of local residents who recently participated in a Citywide community survey, further highlighting the importance of the topic.

As a community nearing build-out, South Ogden City’s water use challenges have less to do with population growth and more to do with satisfying anticipated demands, delivering required emergency flows to all areas within the City, maintaining and improving the current distribution system, and achieving the City’s water conservation goals.<sup>1</sup> This chapter describes water system basics and the City’s current and future water use. It also outlines existing and proposed water planning goals and strategies and recommends additional goals and policies that will reduce water demands as part of current and future developments.

1 South Ogden City. (2019, January). Culinary Water Capital Facilities Plan and Impact Fee Analysis.

SOUTH OGDEN CITY WATER PROFILE

WATER SYSTEM BASICS

By law, water in Utah belongs to the public and the right to divert water and decide how it is used is determined by the state. Each year, more than five million acre-feet of water is diverted from Utah’s natural water systems and delivered to agricultural, residential, commercial, institutional, and industrial customers. Of that, an estimated 82% goes to agricultural uses with the remaining amount distributed to other uses through water delivery systems.<sup>2</sup>

A community water delivery system typically consists of one or more water sources, storage facilities, and a distribution system within a service area. In order to operate efficiently and effectively, each system component must be planned and designed to operate under the wide range of demands placed on the system by users. Responding to daily and seasonal variations in demand and providing sufficient capacity for fire protection and other emergency situations are critical system requirements. Map 6.1 shows the intricate web of water sources, waterlines, valves, and meters that form South Ogden City’s Existing Culinary Water System.<sup>3</sup>

WHERE DOES THE CITY GET ITS WATER FROM?

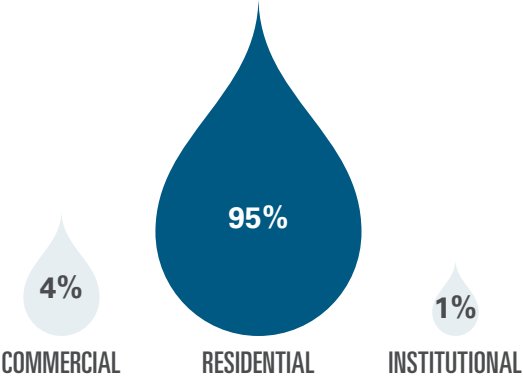
A water right is permission from the state to divert and beneficially use a certain amount of water. South Ogden City has water rights to surface water from Burch Creek, Strong Canyon and Waterfall Canyon, and wholesale water purchases from Weber Basin Water Conservancy District (WBWCD). In an emergency situation, an inactive well located in Washington Terrace is also available. Through a long-term contract, WBWCD treats the water and delivers it in exchange for water from the City’s surface water sources.

2 Prepared 60 Securing Utah’s Economic Future. (2018). Understanding Utah’s Water Municipal Manual 1st Edition. Retrieved on 12/15/2022 from <http://prepare60.com/>.  
3 South Ogden City. (2019, January). Culinary Water Capital Facilities Plan and Impact Fee Analysis.

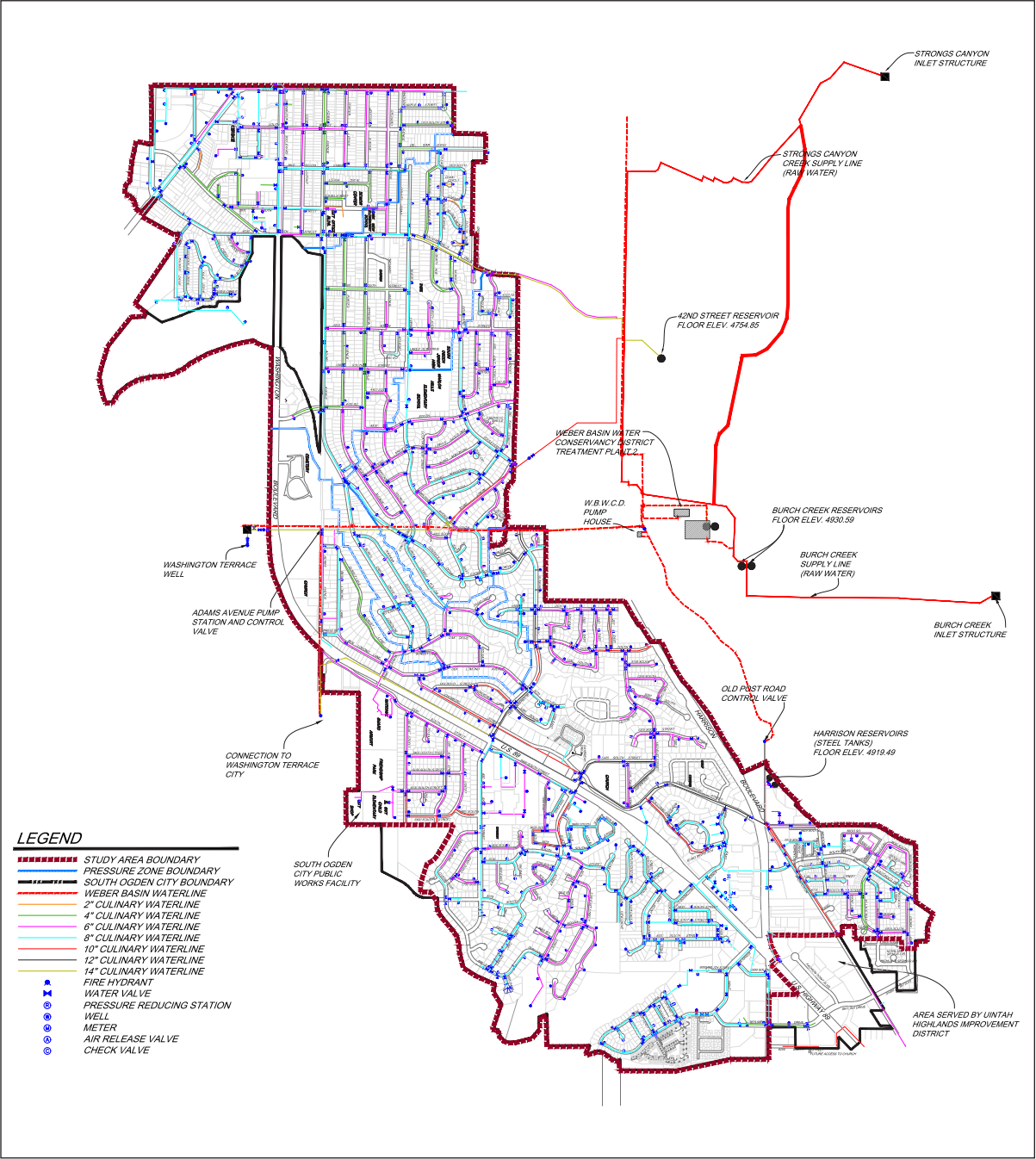
DRINKING WATER

Water is primarily delivered to cities through a culinary water system (drinking water) and a secondary water system (irrigation water). All of South Ogden City’s culinary water supply is delivered through metered connections to WBWCD which supplies approximately 17,800 people with drinking water. Of the 5,291 total service connections, 5,036 (95%) are residential, 232 (4%) are commercial, and 23 (1%) are institutional (Figure 6.1).

FIGURE 6.1 - BREAKDOWN OF CULINARY WATER SERVICE CONNECTIONS



MAP 6.1 - SOUTH OGDEN EXISTING CULINARY WATER SYSTEM



IRRIGATION WATER

South Ogden City is served by two physically and operationally independent secondary water (irrigation) systems: Weber Basin Water Conservancy District (WBWCD) and the South Ogden Conservation District which is an entity of Pineview Water. These two providers supply secondary water for outside irrigation to nearly all residential, commercial, and institutional connections in the City.

In 2010, WBWCD began installing water meters on secondary connections in an effort to eliminate waste, inform homeowners on how much water they use for outdoor irrigation, and educate them about how much is actually needed for their landscape.<sup>4</sup> Water conservation goals, information, resources, programs, and strategies can be found on the respective websites of both water providers.

WATER USE

People use water at their homes, at their workplaces, to produce things, and for recreation. Gallons per capita per day (GPCD) is a measurement used to represent water use for an area and is the standard practice among water professionals.<sup>5</sup> GPCD, 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. Water supply and use numbers are often reported in Acre Feet Per Year (ACFT).

PRESENT REQUIREMENTS

The City’s present water requirements were estimated using records from master meters located at water sources. According to the South Ogden 2022 Water Conservation Plan, the daily readings history is not yet sufficient to provide a reliable measurement for peak day demand, therefore, peak day use was estimated based upon monthly totals.<sup>6</sup> 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. Maximum seasonal demand still occurs in the summer months, but the peak summer water usage is much lower than it would be without a secondary water system (Figure 6.2).

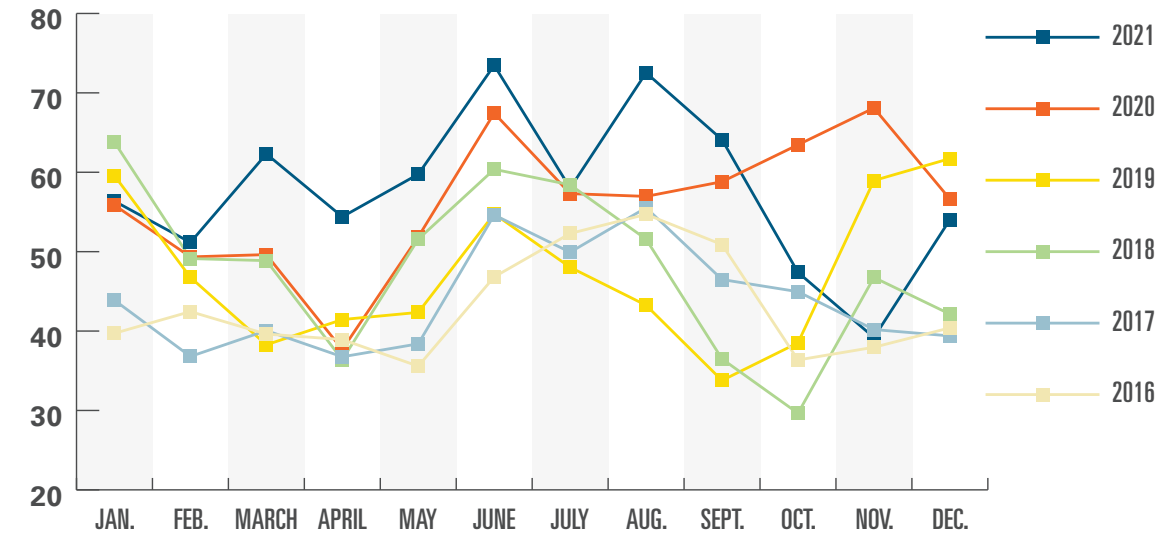
The average annual growth rate in GPCD between 2016 and 2021 was 5% with a 1% decrease occurring between 2018 and 2019, and a 17% increase occurring between 2019 and 2020. The outlying 17% increase is likely a result of the unique circumstances surrounding the COVID-19 pandemic and the implementation of stay-at-home orders and remote work. The result of these societal changes resulted in more people being in their homes for more hours each day, cooking, washing dishes, flushing toilets, and showering, which resulted in the substantial increase in residential water use (Figure 6.3).<sup>7</sup>

4 South Ogden City. (2022, July). South Ogden City Water Conservation Plan.  
5 Utah Department of Natural Resources. About GPCD Population Estimates. Retrieved on 12/08/2022 from: <https://dwre-utahdnr.opendata.arcgis.com/pages/population-data>  
6 Weber Basin Water Conservancy District. Retrieved on 12/15/2020 from: <https://weberbasin.com/Conservation/About>  
7 Irwin NB, McCoy SJ, McDonough IK. Water in the time of corona(virus): The effect of stay-at-home orders on water demand in the desert. J Environ Econ Manage. 2021 Sep;109:102491. doi: 10.1016/j.jeem.2021.102491. Epub 2021 Jun 18. PMID: 34176994; PMCID: PMC8220444.



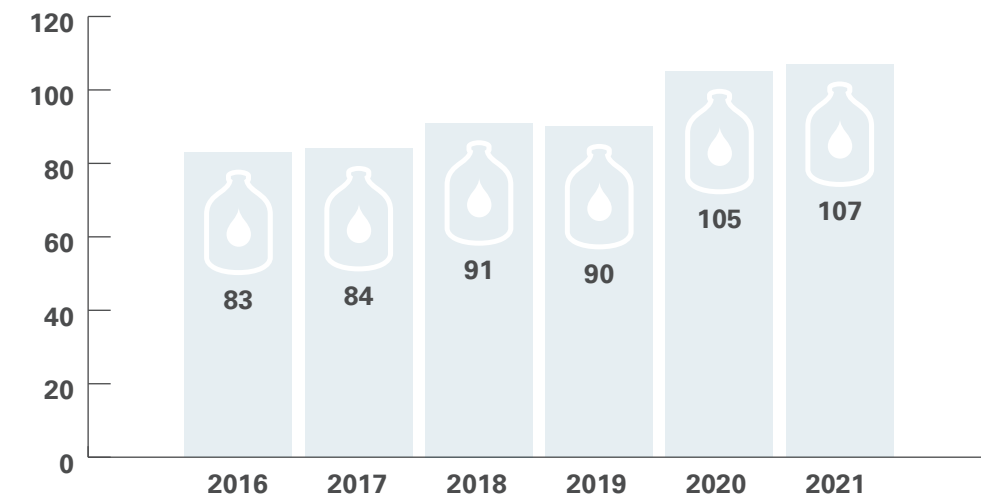


FIGURE 6.2 - MONTHLY WATER DEMAND IN MILLIONS OF GALLONS



Water sources, storage, and distribution systems must be adequate to meet varying demand for water which fluctuates not only with the time of year, but also with the time of day. For residential communities, daily water demand typically peaks in the morning between 7 and 11am and again in the evening between 5 and 9pm with the highest demand generally occurring on hot summer evenings.

FIGURE 6.3 - YEARLY WATER DEMAND (GPCD<sup>2</sup>)



The average annual growth rate in GPCD between 2016 and 2021 was 5% with a 1% decrease occurring between 2018 and 2019, and a 17% increase occurring between 2019 and 2020.

## OUTDOOR WATER USE & SUSTAINABLE LANDSCAPING

In Utah, outdoor residential water use is the largest single category of municipal water use, averaging 45% of statewide municipal use. Of our culinary water use, approximately 65% is applied, often inefficiently, to landscapes.<sup>8</sup> For this reason, many communities are focused on promoting water-efficient landscaping — including South Ogden City. This is best reflected in the current landscape regulations in South Ogden, which were developed and recently updated to “protect the community’s environmental, economic, recreational, and aesthetic resources by promoting efficient use of water in the community’s landscapes, to reduce water waste, and to establish a structure for the designing, installing and maintaining of water efficient landscapes throughout the City.”<sup>9</sup>

The landscape design standards outlined in the South Ogden City code are structured around principles of sustainable landscaping and while single-family and twin home sites are not required to adhere to these standards, water efficient landscapes are encouraged. Educational brochures regarding a variety of water-related topics can also be found on the City’s website.

### PRINCIPLES OF SUSTAINABLE LANDSCAPING:<sup>10</sup>



#### 1. START WITH A PLAN

For a landscape design to be water-conserving, it needs to use water efficiently. The planning stage is the optimal time to decide which water efficiency strategies will be used.



#### 2. PRACTICAL TURF-AREAS REDUCE OVER-IRRIGATION

Water-efficient landscaping does not require the elimination of all turfgrass. In fact, turfgrass can be a practical and beneficial component of a water-wise landscape if best practices are followed. The use of turfgrass becomes problematic when it is over-irrigated, used in areas that are challenging to irrigate such as steep slopes or odd-shaped and narrow spaces, and when it is placed in areas where it isn’t useful.

8 “Principles of Water Wise Landscaping,” Utah State University Extension Center for Water-Efficient Landscaping. Retrieved September 20, 2022, from <https://extension.usu.edu/cwel/principles>

9 South Ogden City, UT, City Code Title 10 Chapter 23 (2022) .

10 “Principles of Water Wise Landscaping,” Utah State University Extension Center for Water-Efficient Landscaping. Retrieved September 20, 2022, from <https://extension.usu.edu/cwel/principles>





**3. SOIL PREPARATION IS THE FOUNDATION OF A QUALITY LANDSCAPE**  
Soil is the most basic component of a quality landscape and will have an impact on the growth rate, health, and appearance of plants.



**4. PROPER PLANT SELECTION AND PLACEMENT SAVES WATER**  
Selecting the right plant for the right place is critical to creating a water-efficient landscape. Proper placement provides shade, privacy, beauty, efficiency, and can even decrease yard maintenance.



**5. RETAIN MOISTURE WITH MULCH**  
Mulch covers the soil and prevents crusting, compaction, and moisture loss. Mulching around trees, shrubs, and flower beds can result in a ten-fold reduction in evaporative water loss from soil.



**6. EFFICIENT IRRIGATION IS CRITICAL FOR CONSERVING WATER**  
Grouping plants with similar water needs (hydrozoning) is the first step in developing an efficient irrigation plan. Once plants are properly zoned, develop an irrigation schedule that will apply the appropriate amount of water based on the unique needs of each zone.



**7. PROPER LANDSCAPE MAINTENANCE KEEPS PLANTS HEALTHY AND HELPS TO CONSERVE WATER**  
Landscape maintenance is one of the most important components of a beautiful and lasting landscape. The main activities required to maintain a water-wise landscape are irrigation and irrigation system maintenance, weed control, fertilization, pruning, and pest and disease control.

## FUTURE REQUIREMENTS

Future water requirements in South Ogden City’s are calculated assuming water use patterns and per capita water use both remain relatively constant. Accordingly to this measurement, the total yearly demand in 2032 conditions is projected to be approximately 2,010 acre-feet, which can be met over the next decade with continued wholesale purchases and the current exchange agreement through WBWCD.

Since the City is estimated to be more than 90 percent fully developed at present, South Ogden City should consider land-use policies and practices that best complement established local water conservation goals and built-out status.<sup>1</sup> Quality land use policies and practices informed by variables such as lot size, development density, landscape composition, and irrigation efficiency will greatly influence future water requirements and consumption rates.

## HOW DOES THE PUBLIC FEEL ABOUT WATER USE?

A public survey that was conducted as part of the 2022/2023 general plan update process found that 97% of respondents are at least somewhat concerned about water use and preservation, with 54% being very concerned. When asked to choose conservation strategies they find favorable, the public selected incentivizing water-conserving landscapes, planting water-conserving trees, and converting underutilized lawn areas in South Ogden public parks to water conserving landscapes. 52% of respondents indicated they were interested in installing a water-conserving landscape at home (Appendix A).

## WATER CONSERVATION PLAN

In 1998 the Utah Legislature passed the Water Conservation Act, which was amended again in 2022, requiring 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. The purpose of a water conservation plan is to provide information regarding existing and proposed water conservation measures that will help conserve water in the state so that adequate supplies of water are available for future needs. Water conservation plans include water use reduction goals as well as implementation strategies. The following is a description of local and regional conservation measures and goals from South Ogden City’s current plan.

## LOCAL EFFORTS

Examples of measures that encourage water conservation at the municipal-level include education, incentives for appliance and landscape retrofits, secondary water meters, smart irrigation timers, water rates and pricing, fines and penalties for excessive water use, and restrictions to water only on specific days.

<sup>1</sup> Jennie C. Nolon Blanchard, Integrating Water Efficiency into Land Use Planning in the Interior West: A Guidebook for Local Planners. Prepared by Land Use Law Center for Western Resource Advocates. (2018)





SOUTH OGDEN CITY’S CURRENT WATER CONSERVATION MEASURES INCLUDE:

- 1. **Public Education:** Several times a year water conservation articles are included in the City’s monthly newsletter. South Ogden City will also include information about rebates offered by Weber Basin Water Conservancy District for water saving products.
- 2. **Water rates based upon metered water use at service connections:** 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. While the effectiveness of the South Ogden City rate structure as a water conservation measure is unknown, literature suggests that comparable water rates are somewhat effective in reducing peak period demand associated with outside watering but have limited impact on indoor water use.
- 3. **Water meter replacement program:** South Ogden City has recently completed a program of upgrading all meters to radio read meters, which has reduced overall meter reading costs. The City will continue evaluating metering data for potential water conservation opportunities and will check meters if accuracy problems are suspected.
- 4. **Pipeline replacements:** Aging waterlines with repeated leaks are identified and scheduled for replacement.
- 5. **Leak detection and repair for reservoirs, pipelines, and service connections:** Timely identification and repair of water leaks and other issues reduces water loss.

ADDITIONAL WATER CONSERVATION MEASURES

Additional water conservation measures that could be implemented by South Ogden City include:

- 1. **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. 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.
- 2. **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.
- 3. **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.
- 4. **Analysis of Metered Use 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. Analysis of metered use at individual connections can help determine if water loss is occurring through non-metered connections, faulty meters, or undetected leaks. This analysis can also help homeowners understand and evaluate their own water use for water-saving opportunities.



10 YEAR CONSERVATION GOAL

South Ogden City’s water conservation goal amount for the next ten years was established based upon the reduction of outdoor use by 20% and indoor use by five-percent. It is anticipated that this goal can be achieved by continuing existing water conservation measures and additional public education efforts. Ultimately, the goal should be to reduce future water use while maintaining a financially viable water delivery system.

REGIONAL COLLABORATION, GOALS, & PRACTICES

Local water suppliers have the best information regarding their own systems, challenges, and opportunities. Since water exists and flows freely across political boundaries, joint planning efforts between local, regional, and state entities is also important. South Ogden City can work with other suppliers and other entities to establish policies and partnerships that allow for a comprehensive regional approach to water-supply management that will promote water-use efficiency programs, ensure that plans provide for adequate water supplies and maximize water conservation and reuse, and communicate with the public the importance of water conservation as it relates to quality of life.<sup>1</sup>

Utah’s Regional M&I Water Conservation Goals Report<sup>2</sup> presents a suite of regional goals and practices for residential, commercial, institutional, and industrial water use. The report’s purpose is not to provide a detailed water conservation plan for all regions in the state, but to guide the state’s water industry in planning future infrastructure, policies, and programs consistent with Utah’s semiarid climate and growing demand for water. Local water suppliers, communities, and businesses are encouraged to adapt and refine these recommendations, as well as implement others, in their own water conservation efforts and in pursuit of the regional goals.

REGIONAL EFFORTS

The Utah Regional Municipal and Industrial (M&I) Water Conservation Goals Report proposes nine water conservation regions including a timeline and projected GPCD reductions for each. South Ogden City falls within the Weber River Region, which has a goal to reduce GPCD by 20% by 2030, 26% by 2040, and by 30% by 2065 (Table 6.1).

When considering all regional efforts together, the resulting water use for the entire state is projected to be 202 GPCD by 2030 (a 16% reduction from 2015), 188 GPCD by 2040 (a 22% reduction from 2015), and 179 GPCD by 2065 (2a6% reduction from 2015). Meeting the initial 2030 goal will save nearly 165,000 acre-feet of water annually across the state (Map 6.2 and Table 6.1).

1 Integrating Water Efficiency into Land Use Planning  
2 Utah Division of Water Resources. (2019, November). Utah’s Regional M&I Water Conservation Goals. Retrieved December 8, 2022, from <https://conservewater.utah.gov/regional-water-conservation-goals/>.



MAP 6.2 - WATER CONSERVATION REGIONS

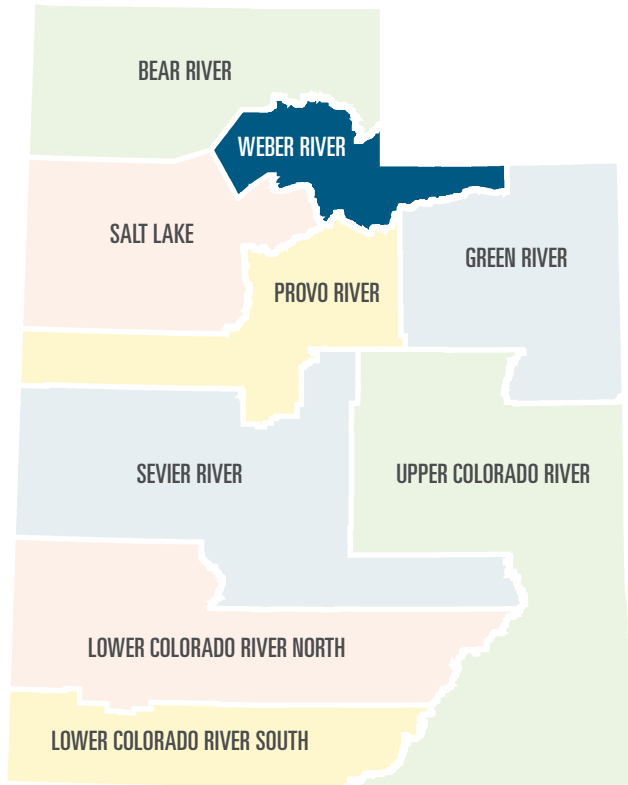


TABLE 6.1 - REGIONAL WATER CONSERVATION GOALS & PROJECTIONS

REGION	BASELINE GPCD				REDUCTION FROM BASELINE		
	2015	2030	2040	2065	2030	2040	2065
Bear River	304	249	232	219	18%	24%	28%
Green River	284	234	225	225	18%	21%	21%
Lower Colorado River North	284	231	216	205	19%	24%	28%
Lower Colorado River South	305	262	247	237	14%	19%	22%
Provo River	222	179	162	152	20%	27%	32%
Salt Lake	210	187	178	169	11%	15%	19%
Sevier River	400	321	301	302	20%	25%	25%
Upper Colorado River	333	267	251	248	20%	25%	25%
Weber River	250	200	184	175	20%	26%	30%
Statewide	240	202	188	179	16%	22%	26%

RECOMMENDED REGIONAL PRACTICES

In addition to regional water conservation goals, the Regional M&I Water Conservation Goals Report also recommends a variety of water conservation practices. Some of these South Ogden has already adopted and others should be considered for future implementation or partnering efforts.

GENERAL PRACTICES

- **Water conservation education:** Continued emphasis and funding of education and outreach must be fundamental components of any water conservation plan, and these efforts must evolve and innovate to be more effective than in the past.
- **Conservation pricing:** While most Utahns have a desire to save water, efforts to do so will be limited unless financial incentives exist to help motivate action. It is recommended that water suppliers examine and update their existing water rate structures to identify ways of encouraging continued conservation.

INDOOR PRACTICES

- **Fixture and appliance conversion or new installation:** Conversion of toilets, faucets, and shower heads to high efficiency options has been shown to be one of the most cost-effective conservation practices available. In addition to reducing water volume with each use, new fixtures also reduce leakage.
- **Indoor Leak repair and changing indoor water use habits:** To achieve long-term water conservation, all regions will need to make at least some progress in reducing indoor leaks and changing indoor water use habits.

OUTDOOR

- **Improved irrigation efficiency:** While significant improvement has been made in irrigation efficiency over the last few decades, additional potential still exists. Examples include secondary meters, controllers that increase efficiency by adjusting irrigation schedules based on weather and landscaping needs, and drip irrigation systems.
- **Water-wise landscaping:** Efficient use of water in community landscapes reduces water waste and enhances the community’s environmental, economic, recreational, and aesthetic resources (see principles of sustainable landscaping on pages 127-128).
- **Lot size and density:** It is recommended that water suppliers work with entities regulating development to implement guidelines that encourage and respond to market demand for smaller lot sizes.





## GOALS, POLICIES & IMPLEMENTATION MEASURES

### GOAL 1: Establish a clear and realistic vision for existing and future water resources, rights, and systems in South Ogden.

- **Policy 1.1:** Protect and enhance the South Ogden culinary drinking water system to meet future needs.
  - **Implementation Measure 1.1.1:** Ensure access to the culinary water system is available for anticipated growth and development in the City.
- **Policy 1.2:** Protect and enhance the South Ogden Irrigation Water System to meet future needs.
  - **Implementation Measure 1.2.1:** Continue to install water meters on secondary connections to eliminate waste, inform homeowners on how much water they use for outdoor irrigation.
  - **Implementation Measure 1.2.2:** Educate the public on how much water is needed for their landscapes.
- **Policy 1.3:** Maintain strong relationships with water providers to ensure future water needs are met.
  - **Implementation Measure 1.3.1:** Coordinate and discuss changes and needs with water providers on a regular basis.

### GOAL 2: Adopt Water Use Targets that meet local needs while reducing unnecessary consumption of water resources.

- **Policy 2.1:** Promote sustainable water use and sustainable landscaping principles and methods
  - **Implementation Measure 2.1.1:** Continue to adopt land-use policies and practices that best complement established local water conservation efforts.
  - **Implementation Measure 2.1.2:** Continue to implement and improve established landscape codes and design standards with a goal of reducing water use.
  - **Implementation Measure 2.1.3:** Consider requiring single-family and similar uses to apply measurable water-conservation targets.
  - **Implementation Measure 2.1.4:** Develop additional educational brochures regarding a variety of water-related topics.

### GOAL 3: Support Concepts and ideas Contained in the South Ogden Water Conservation Plan (2022).

- **Policy 3.1:** Review and update the South Ogden City Water Conservation Plan (2022) on a regular basis.
- **Policy 3.2:** Implement Water Conservation Measures that encourage water conservation.
  - **Implementation Measure 3.2.1:** Expand 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.
  - **Implementation Measure 3.2.2:** Provide incentives for appliance and landscape retrofits, secondary water meters, smart irrigation timers, water rates and pricing, fines and penalties for excessive water use, and restrictions to water only on specific days.
  - **Implementation Measure 3.2.3:** Continue to disseminate educational materials to the community, including information about rebates and incentives.
  - **Implementation Measure 3.2.4:** Work closely with water providers to ensure water rates are an effective tool for reducing indoor and outdoor water use.
  - **Implementation Measure 3.2.5:** Continue established efforts to install and upgrade meters to further water conservation efforts in the future.
  - **Implementation Measure 3.2.6:** Replace and upgrade leaky and aging waterlines as part of a scheduled process.
  - **Implementation Measure 3.2.7:** Establish a system for the timely identification and repair of water leaks.
  - **Implementation Measure 3.2.8:** Establish a Water Conservation Committee consisting of community leaders, City staff, and residents to assist with public education programs, identify water use concerns, and recommend water conservation measures.
  - **Implementation Measure 3.2.9:** Metering water use at City parks and facilities to help identify potential water use concerns and opportunities for water conservation.
  - **Implementation Measure 3.2.10:** Analyze and compare metered water use at individual connections to help determine if water loss is occurring through non-metered connections, faulty meters, or undetected leaks. This analysis can also help homeowners understand and evaluate their own water use for water-saving opportunities.



- **Policy 3.3:** Meet existing conservation goals and targets.
  - **Implementation Measure 3.3.1:** Maintain the ten-year South Ogden water conservation goal through 2032 to reduce future water use while maintaining a financially viable water delivery system. This includes reducing outdoor use by 20% and indoor use by five-percent.
  - **Implementation Measure 3.3.2:** Support meeting these targets by maintaining existing water conservation measures and introducing additional public education efforts.

**GOAL 4: Support Collaborative Regional Water Use and Preservation Practices**

- **Policy 4.1:** Implement the concepts and practices for residential, commercial, institutional, and industrial water use contained in the Utah Regional Municipal and Industrial (M&I) Water Conservation Goals Report.
  - **Implementation Measure 4.1.1:** Emphasize and fund education related to the M&I report.
  - **Implementation Measure 4.1.2:** Ensure the (M&I) Water Conservation Goals Report evolves and innovate to promote better effectiveness.
  - **Implementation Measure 4.1.3:** Support ongoing review and improvements to local water rate structures to identify ways of encouraging continued conservation.
  - **Implementation Measure 4.1.4:** Continue programs to convert toilets, faucets, and shower heads to high efficiency.
  - **Implementation Measure 4.1.5:** Implement programs to repair indoor leaks and change indoor water use habits.
  - **Implementation Measure 4.1.6:** Implement improved secondary meter systems for outdoor water applications that increase efficiency by adjusting irrigation schedules based on weather, landscaping needs, and drip irrigation systems.
  - **Implementation Measure 4.1.7:** Update and enhance established codes and guidelines to ensure the use of water in landscapes reflects state-of-the art methods.
  - **Implementation Measure 4.4.8:** Create guidelines that encourage and respond to market demand for smaller lot sizes.



CHAPTER 7  
**IMPLEMENTATION**

■ **CATALYTIC PROJECTS**



The established goals and policies in the preceding chapters are only the first step toward realizing the vision for South Ogden’s future. To ensure success, this chapter provides and prioritizes a list of “catalytic projects,” which are tangible, project-oriented actions that will help realize the vision outlined in this plan.

CATALYTIC PROJECT ASSESSMENT

Key catalytic projects were extracted from the implementation measures in each chapter. These projects are recommended for prioritized implementation to ensure the City grows and develops as envisioned. The catalytic projects are classified into three categories: Plans & Studies, Programs & Monitoring, and Design & Construction, and presented in order of priority in Tables 7.1 - 7.3. A project’s Priority Score determines its recommended phasing, with a score higher than 15 indicating high-priority (completion within five years), a score between 13 and 15 indicating medium-priority (completion within 5-10 years), and a score lower than 13 indicating low-priority (completion within 10+ years). The relevant chapters for each item are indicated by the symbols below:



Chapter 2:  
Land Use &  
Placemaking



Chapter 3:  
Transportation



Chapter 4:  
Economic  
Development



Chapter 5:  
Housing



Chapter 6:  
Water Use &  
Preservation

METRICS

The following three metrics were used to calculate the Priority Scores for each catalytic projects. Each metric was scored with different weights to account for the varying level of importance of each in community development.

COST

Assesses the overall public costs required to implement each project. Cost categories are divided into Low (<\$500,000, 9 points), Medium (<\$5,000,000, 6 points), and High (>\$500,000, 3 points) categories.

POSITIVE COMMUNITY IMPACT

Assesses the potential positive impact on the community, using the overarching community goals and objectives as the basis. Categories are divided into High (6 points), Medium (4 points), and Low (2 points) levels of positive impact.

EASE OF IMPLEMENTATION



Assesses the relative ease or difficulty of implementing the various catalytic projects, which is a relatively subjective assessment. Categories are divided into easy (3 points), moderate (2 points), and difficult (1 point) to implement.

USING THE MATRICES

The matrices are intended to assist with setting funding and implementation priorities, provide direction on future decisions, and assist with documenting implementation progress for the achievements recommended in this plan. It is a “living” assessment tool that can be easily modified and adjusted to meet the City’s changing needs. As such it should be reviewed and revised on a regular basis. Ultimately, the matrices serve as checklists to monitor progress over time.

CATALYTIC PLANS & STUDIES

TABLE 7.1 - CATALYTIC PLANS & STUDIES

ACTION ITEMS		SCORING CRITERIA				PRIORITY SCORE	PHASING		
ITEM 1									
Create a Small Area Master Plan for a community gathering place, establishing the site, details and function of the space. Consider actively programming this new public amenity to attract business activity and enhance the economic benefits from the investment of public funds. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years	
		\$\$ 6		Medium 4					Moderate 2
		\$\$\$ 3		Low 2					Difficult 1
ITEM 2									
Conduct a study to determine feasibility of implementing two grade-separated or at-grade street crossings along Washington Boulevard. Implement results. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years	
		\$\$ 6		Medium 4					Moderate 2
		\$\$\$ 3		Low 2					Difficult 1
ITEM 3									
Develop a traffic calming plan and secure funding to implement. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years	
		\$\$ 6		Medium 4					Moderate 2
		\$\$\$ 3		Low 2					Difficult 1

Relevant Chapters:



TABLE 7.1 - CATALYTIC PLANS & STUDIES CONTINUED

ACTION ITEMS		SCORING CRITERIA				PRIORITY SCORE	PHASING	
ITEM 4								
Conduct feasibility studies for the trail corridors outlined in this plan and apply for funding to design and construct them. Ensure trail amenities such as enhanced street crossings, shade trees, lighting, trailheads, trash receptacles, and benches are incorporated. <div>   </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 5								
Conduct a Park System Inventory and Conditions Assessment to ensure playground equipment, parking lots and park amenities are maintained and replaced as part of a scheduled operations and management program. <div>  </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 6								
Create Streetscape Standards for South Ogden’s Centers that include street and sidewalk widths, pedestrians crossings, bicycle infrastructure street furniture, street trees, lighting etc. <div>   </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 7								
Determine the feasibility of implementing a multi-modal circulator system to connect City Center and South Gateway Center along US-89/ Washington Boulevard <div>  </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	15	0-10 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		

Relevant Chapters:

Chapter 2



Chapter 3

Chapter 4

Chapter 5

Chapter 6

TABLE 7.1 - CATALYTIC PLANS & STUDIES CONTINUED

ACTION ITEMS		SCORING CRITERIA				PRIORITY SCORE	PHASING	
ITEM 8								
<p>Analyze and compare metered water use at individual connections to help determine how water loss is occurring and to help homeowners understand and evaluate their own water use for water-saving opportunities.</p> 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	13	0-10 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 9								
<p>Plan and design the City Center west of Washington Boulevard as a thriving and vibrant mixed used center.</p> 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	10	0-10+ Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		

Relevant Chapters:

Chapter 2

Chapter 3

Chapter 4

Chapter 5

Chapter 6



PROGRAMS & MONITORING

TABLE 7.2 - CATALYTIC PROGRAMS & MONITORING

ACTION ITEMS		SCORING CRITERIA					PRIORITY SCORE	PHASING
ITEM 1								
 Amend the City’s form-based codes to attract more moderate income housing units developed within the form-based code districts.	Cost	\$ 9	Impact	High 6	Ease	Easy 3	17	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 2								
 Maintain the ten-year South Ogden water conservation goal through 2032 to reduce future water use while maintaining a financially viable water delivery system.	Cost	\$ 9	Impact	High 6	Ease	Easy 3	17	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 3								
 Review and update the zoning code to allow for higher density in redeveloping residential areas	Cost	\$ 9	Impact	High 6	Ease	Easy 3	17	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 4								
 Identify areas of the City that could be suitable for further parking reductions and draft a Code Amendment reducing the requirement	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 5								
 Monitor development of future projects within the form-based code districts to measure new housing growth and track development trends	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		

Relevant Chapters:

 Chapter 2
  Chapter 3
  Chapter 4
  Chapter 5
  Chapter 6

TABLE 7.2 - CATALYTIC PROGRAMS & MONITORING CONTINUED

ACTION ITEMS		SCORING CRITERIA				PRIORITY SCORE	PHASING		
ITEM 6									
	Track building permits and rental licenses related to ADUs.	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-10 Years
			\$\$ 6		Medium 4		Moderate 2		
			\$\$\$ 3		Low 2		Difficult 1		
ITEM 7									
	Track the number of new housing units established from the City’s form-based code districts, including the number of units that qualify as moderate income housing.	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-10 Years
			\$\$ 6		Medium 4		Moderate 2		
			\$\$\$ 3		Low 2		Difficult 1		
ITEM 8									
	Amend “Accessory Dwelling Unit” code to allow for attached and detached ADUs.	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
			\$\$ 6		Medium 4		Moderate 2		
			\$\$\$ 3		Low 2		Difficult 1		
ITEM 9									
	Modify zoning in anticipation for redevelopment efforts	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
			\$\$ 6		Medium 4		Moderate 2		
			\$\$\$ 3		Low 2		Difficult 1		
ITEM 10									
	Partner with local public schools, Weber School District, Weber State University, public agencies, community groups, volunteer organizations, and local businesses to help meet park, trail and open space needs.	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
			\$\$ 6		Medium 4		Moderate 2		
			\$\$\$ 3		Low 2		Difficult 1		

Relevant Chapters:

 Chapter 2
  Chapter 3
  Chapter 4
  Chapter 5
  Chapter 6

TABLE 7.2 - CATALYTIC PROGRAMS & MONITORING CONTINUED

ACTION ITEMS		SCORING CRITERIA				PRIORITY SCORE	PHASING	
ITEM 11								
Create an annual budget item for public art and create an arts committee to help selects sites and art pieces and apply for funding. Incorporate Public Art throughout the City, particularly throughout the City’s centers, major corridors, and parks and trail system. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 12								
Establish a Water Conservation Committee 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 13								
Implement and improve established landscape codes and design standards with a goal of reducing water use. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 14								
Create a street tree program that promotes the planting of street trees in park strips. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 15								
Incentivize appliance and landscape retrofits, secondary water meters, smart irrigation timers, water rates and pricing, fines. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	15	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		

Relevant Chapters:



TABLE 7.2 - CATALYTIC PROGRAMS & MONITORING CONTINUED

ACTION ITEMS		SCORING CRITERIA				PRIORITY SCORE	PHASING	
ITEM 16								
Update and enhance established codes and guidelines to ensure the use of water in landscapes reflects state-of-the-art methods. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	15	0-10 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 17								
Work closely with water providers to ensure water rates are an effective tool for reducing indoor and outdoor water use. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	14	0-10 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 18								
Continue to promote and highlight “Shop South Ogden” to encourage local residents to support the businesses located throughout South Ogden. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	14	0-10 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 19								
Approach property owners of key undeveloped and underutilized sites as well as business owners and express the commercial and retail opportunities available in South Ogden. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	14	0-10 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 20								
Recruit businesses that are currently lacking in south Ogden and the surrounding area and express the opportunities available in South Ogden and the warm support they will receive when locating here. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	14	0-10 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		

Relevant Chapters:







TABLE 7.2 - CATALYTIC PROGRAMS &amp; MONITORING CONTINUED

ACTION ITEMS	SCORING CRITERIA				PRIORITY SCORE	PHASING
ITEM 21						
Grow South Ogden’s Urban Forest: particularly along its major corridors. Establish partnerships with non-profits to help provide education and disseminate information to residents regarding tree species selection, planting, pruning, and similar needs. Establish a hazard tree removal program to assist homeowners with the removal of hazardous trees that might otherwise be cost prohibitive. 	Cost	Impact	Ease	High 6	14	0-10 Years
				Easy 3		
				Moderate 2		
	Cost	Impact	Ease	Moderate 4	14	0-10 Years
				Low 2		
				Difficult 1		
ITEM 22						
Amend development code to require robust pedestrian and cyclist infrastructure for all future developments. 	Cost	Impact	Ease	High 6	14	0-10 Years
				Easy 3		
				Moderate 2		
	Cost	Impact	Ease	Moderate 4	14	0-10 Years
				Low 2		
				Difficult 1		
ITEM 23						
Provide assistance with podium parking needs for higher-density development. 	Cost	Impact	Ease	High 6	13	0-10 Years
				Easy 3		
				Moderate 2		
	Cost	Impact	Ease	Moderate 4	13	0-10 Years
				Low 2		
				Difficult 1		
ITEM 24						
Expand 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. 	Cost	Impact	Ease	High 6	13	0-10 Years
				Easy 3		
				Moderate 2		
	Cost	Impact	Ease	Moderate 4	13	0-10 Years
				Low 2		
				Difficult 1		

Relevant Chapters:



Chapter 2 Chapter 3 Chapter 4 Chapter 5 Chapter 6

ACTION ITEMS		SCORING CRITERIA				PRIORITY SCORE	PHASING		
ITEM 25									
Provide assistance with urban infrastructure to help entice the right mix of businesses to City Center. <div>   </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	12	0-10+ Years	
		\$\$ 6		Medium 4					Moderate 2
		\$\$\$ 3		Low 2					Difficult 1
ITEM 26									
Continue established efforts to install and upgrade meters to further water conservation efforts in the future. <div>  </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	11	0-10+ Years	
		\$\$ 6		Medium 4		Moderate 2			
		\$\$\$ 3		Low 2		Difficult 1			
ITEM 27									
Replace leaky and aging waterlines as part of a scheduled upgrading process. <div>  </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	10	0-10+ Years	
		\$\$ 6		Medium 4		Moderate 2			
		\$\$\$ 3		Low 2		Difficult 1			
ITEM 28									
Meter water use at City parks and facilities to help identify potential water use concerns and opportunities for water conservation. <div>  </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	10	0-10+ Years	
		\$\$ 6		Medium 4		Moderate 2			
		\$\$\$ 3		Low 2		Difficult 1			
ITEM 29									
Transform the area around City hall into “old town” cultural hub of the City. <div>  </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	9	0-10+ Years	
		\$\$ 6		Medium 4		Moderate 2			
		\$\$\$ 3		Low 2		Difficult 1			

Relevant Chapters:



Chapter 2 Chapter 3 Chapter 4 Chapter 5 Chapter 6



### TABLE 7.3 - CATALYTIC DESIGN & CONSTRUCTION CONTINUED

ACTION ITEMS		SCORING CRITERIA			PRIORITY SCORE	PHASING		
ITEM 6								
Construct an off-street multi-use trail along the edges of US-89/Washington Boulevard as an active transportation link between City Center and South Gateway Center.  	Cost	\$ 9	Impact	High 6	Ease	Easy 3	11	0-10+ Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 7								
Implement streetscape improvements such as wider sidewalks, consistent street trees, and enhanced pedestrian crossings along Washington Boulevard between 36th and 40th Street.  	Cost	\$ 9	Impact	High 6	Ease	Easy 3	11	0-10+ Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 8								
Upgrade existing parks to meet the levels of service and expectations of the community. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	10	0-10+ Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 9								
Transform US-89/Washington Boulevard, Harrison Boulevard, 40th Street and other major corridors into easy-to-use and safe pedestrian/cycle routes. Connect 40th Street to adjacent neighborhoods by adding sidewalks on Porter and Jefferson Avenues. 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	10	0-10+ Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 10								
Transform all existing park fields and construct new park fields to artificial turf 	Cost	\$ 9	Impact	High 6	Ease	Easy 3	7	10+ Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		

ACTION ITEMS		SCORING CRITERIA				PRIORITY SCORE	PHASING	
ITEM 1								
Design and implement a unified system of South Ogden City branded signs, furnishings and gateways. <div>  </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	16	0-5 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 2								
Design and construct a new park on the west side of Washington Boulevard as part of creating a premier entertainment destination in South Ogden. <div>  </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	14	0-10 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 3								
Design and construct the proposed bicycle and pedestrian facilities outlined in the Active Transportation Plan, including bike boulevards/lanes and street crossings. <div>  </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	14	0-10 Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 4								
Design and implement identified South Ogden gateways, nodes and landmarks. <div>  </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	12	0-10+ Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		
ITEM 5								
Convert City Hall into a exemplary water-wise landscape and demonstration area <div>  </div>	Cost	\$ 9	Impact	High 6	Ease	Easy 3	12	0-10+ Years
		\$\$ 6		Medium 4		Moderate 2		
		\$\$\$ 3		Low 2		Difficult 1		

### Relevant Chapters:





# REPORT OF ACTION

South Ogden City Planning Commission



**MEETING DATE:** March 9, 2023  
**ITEM:** Recommendation on Development Agreement With McConkie Multifamily LLC  
**LINK:** [March 9, 2023 PC Meeting](#)  
Time stamps in blue (00:00:00) correspond to the audio recording

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## BACKGROUND

Development Agreements begin with the Planning Commission, where notices are sent out and a public hearing held. The Planning Commission then makes a recommendation to the City Council.

## ACTION OF PLANNING COMMISSION

The Planning Commission recommended the City Council adopt the development agreement with two changes: 1) workforce housing units be changed from nine (9) to five (5); and, the sentence allowing lower grade interior finishes in the workforce housing units be removed.

## CONCERNS RAISED AT PUBLIC HEARING

The main concerns raised at the public hearing were the apartments would block current resident's views of the mountains, adjoining neighbors would lose the open space next to their homes, and increased traffic from the apartments would cause a decrease in safety for neighborhood children.

Patrick Maher	00:18:44
Jordan Wilson	00:21:57
Dale Jensen	00:24:40
Michael Dalton	00:25:54
Cheyenne Herlandseim	00:28:50
Joanne Fielding	00:31:16
Natalie Gardner	00:33:50
Jeff Rogers	00:36:38
Andrea Fielding	00:38:51
Amelia Church	00:41:20
Mike Welker	00:43:36
Kim Stein	00:45:32
Joe Loher	00:47:17
Kathy Junk	00:48:45

Ms. Junk submitted a list of signatures of people

## **ORDINANCE NO. 23-06**

### **AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT WITH MCCKONKIE MULTIFAMILY, LLC FOR THE PROPERTY LOCATED AT 5083 HARRISON BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

#### **SECTION I - RECITALS:**

**WHEREAS**, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a zoning ordinance, subdivision ordinance, and general plan; and,

**WHEREAS**, the City Council finds that the Planning Commission has caused that Development Agreements be allowed as part of the prepared Subdivision Ordinance; and,

**WHEREAS**, the City Council finds that under Utah Code §10-9a-532, the City Council may lawfully adopt development agreements that have different standards set forth in existing land use regulations if it does so in accordance with the same procedures for enacting a land use regulation, including review and recommendation from the Planning Commission and a public hearing; and,

**WHEREAS**, the City Council finds that the Planning Commission has reviewed and recommended to the City Council a Development Agreement with McConkie Multifamily, LLC for development of the proposed property within the municipality; and,

**WHEREAS**, the City Council finds that the Development Agreement with McConkie Multifamily, LLC has been subjected to the required public hearing prior to its adoption; and,

**WHEREAS**, based on the recommendation of the South Ogden City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Development Agreement with McConkie Multifamily, LLC; and,

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

**NOW THEREFORE, BE IT ORDAINED** By the City Council of South Ogden, Utah:

The **Development Agreement** with McConkie Multifamily, LLC, attached as **Attachment "A"**, and fully incorporated by this reference, is approved and adopted.



The foregoing recitals are fully 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 will not be construed to revive any act, order or resolution, or part, repealed.

**SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:**

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

**SECTION V - DATE OF EFFECT**

This Ordinance will be effective on the 21<sup>st</sup> day of March, 2023, and after publication or posting as required by law.

DATED the 21<sup>st</sup> day of March, 2023.

SOUTH OGDEN, a municipal corporation

---

Mayor Russell Porter

Attested and recorded

---

Leesa Kapetanov, CMC  
City Recorder

## **ATTACHMENT “A”**

### **ORDINANCE NO. 23-06**

An Ordinance Of South Ogden City, Utah, Approving And Adopting A Development Agreement With McConkie Multifamily, LLC For The Property Located At 5083 Harrison Boulevard; And Providing For An Effective Date.

21 Mar 23



When recorded, return to:

South Ogden City  
Attn: City Attorney  
3950 S. Adams Ave, Suite 1  
South Ogden, UT 84403

Parcel Number: See Legal Des

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("DA") is made and entered as of the \_\_\_\_ of \_\_\_\_\_, 2023, by and among South Ogden City, a political subdivision of the State of Utah (the "City") and Waters Edge Apartments LLC, a Utah limited liability company or its assignee (the "Developer").

### RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1b, below.
- B. The Project Property is currently assigned the Neighborhood Commercial District as set forth in the Form Based Code within the South Ogden City Code, as amended by Ordinance 17-21, 11-21-2017, eff. 11-21-2017.
- C. The Parties desire that the Project Property be developed in a unified and consistent fashion under the Neighborhood Commercial District within the South Ogden City Code and Developer provided Concept Plan and the terms of this DA. The Developer intends development of the Project Property into a residential apartment complex with attractive architectural and landscaping components while striving to be environmentally friendly through efficient use of water and energy in the building.
- D. Development of the Project Property as a high-density residential apartment complex under this DA is acknowledged by the City to be consistent with LUDMA and generally the Neighborhood Commercial District, and to operate to the benefit of the City, Developer, and general public.
- ~~D.~~E. The Parties desire to create affordable housing in the City with a preference for the City's critical workforce which includes police, fire, emergency responders, public school teachers and staff, and municipal employees, employed within the City.
- ~~E.~~F. The Parties acknowledge that development of the Project Property under this DA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly redevelopment of the Project Property and increasing property tax, sales tax and other revenues to the City based on improvements

to be constructed on the Project Property.

~~F.G.~~ Development of the Project Property under this DA will also result in significant benefits to Developer by providing assurances to Developer it can develop the Project Property under this DA.

~~G.H.~~ The Parties have cooperated in the preparation of this DA.

~~H.I.~~ The Parties desire to enter into this DA to specify the rights and responsibilities of Developer to develop the Project Property and the rights and responsibilities of the City to allow and regulate such development under the requirements of this DA.

~~I.J.~~ The Parties understand and intend that this DA is a “development agreement” within the meaning of, and entered into under Utah Code Ann. § 10-9a-102 and SOCC11-3-1G.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following:

### **TERMS**

#### **1. Incorporation of Recitals and Exhibits/Definitions.**

a. Incorporation. The foregoing Recitals and Exhibits “A”, “B”, and “C” are incorporated into this DA.

b. Definitions. As used in this DA, the words and phrases specified below shall have the following meanings:

- (i) “DA” means this Development Agreement including all of its Exhibits.
- (ii) “Buildout” means the completion of all of the development on the entire Project Property under this DA.
- (iii) “City” means South Ogden City, a political subdivision of the State of Utah.
- (iv) “City Code” means the South Ogden City Code, as amended.
- (v) “Concept Plan” means the document provided by Developer for the Project, which is attached as Exhibit “A”.
- (vi) “Council” means the elected City Council of the City.
- (vii) “Developer” means McConkie Multifamily, LLC, a Utah limited



liability company, and its assignees or transferees as permitted by this DA (other than a Sub developer).

(viii) “Development” means the development of a Parcel(s) or a portion thereof under an approved Development Application.

(ix) “Development Application” means an application to the City for development of a portion of the Project including Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

(x) “Form Based Code” means specific regulations applied to the Neighborhood Commercial Subdistrict within the City’s Zoning Regulations.

(xi) “LUDMA” means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et. seq.

(xii) “Notice” means any notice to or from any party to this DA.

(xiii) “Parties” mean the City and Developer. Each may be referred to individually as a “Party.”

(xiv) “Phase” means the development of a portion of the Project at a point in a logical sequence as determined by Developer.

(xv) “Planning Commission” means the City’s Planning Commission.

(xvi) “Project” means the total development to be constructed on the Project Property under this DA with the associated public and private facilities, Phases, and all of the other aspects approved as part of this DA.

(xvii) “Project Property” means approximately 5.681 acres of land owned by Developer and located on 5083 Harrison Blvd. in South Ogden, Utah and more particularly described in Exhibit “B” attached hereto.

(xviii) “Site Plan” all documents necessary under City Cod 10-5.1A-10-2E(3)(b).

(xix) “Substantial Completion” means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.

(xx) “Zoning” means the zoning for the Project.

(xxi) “Zoning Ordinance” means the Zoning Regulations contained within the City Code.

2. **Conditions Precedent.** As conditions precedent to the obligations of the Parties, this DA is contingent upon and shall only become effective at such time, and in the event that:

- a. Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City’s Staff Review Committee.
- b. Developer obtains a traffic impact study for Harrison Blvd. and 5050 South.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the Zoning Ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 12 months from the date of signatures to this DA, this DA shall be void.

3. **Effect of DA.** This DA shall be the sole agreement between the Parties related to developing the Project except as it may be modified by agreement of the Parties.

4. **Development of the Project.**

a. **Project Development.** Development of the Project shall be under the Neighborhood Commercial Subdistrict to include: development of multi-family residential uses and accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2 , and the following:

- (i) Multiple four-story apartment buildings of residential units.
- (ii) The Project shall generally follow the aesthetic guidelines outlined in South Ogden City Code, Title 10, Chapter 5.1, Article A, Sec. 10-5.1A-5-4 and 10-5.1A-11, et. seq., attached as Exhibit “C” and incorporated herein by this reference.

b. **Adoption of Project Standards.** The Parties understand and acknowledge that the Neighborhood Commercial Subdistrict provides standards including, but not limited to, location of buildings, setbacks, lot coverage, building orientation, landscaping and other design features and that the development of the Project is and shall remain subject to these applicable standards.

c. Project Standards Exceptions. The following exceptions to the Neighborhood Commercial Subdistrict and applicable Building Type standards will apply to this DA:

(i) Developer shall not be required to adhere to the building above-grade height restriction of three stories but will be limited, instead, to four stories of residential.

(ii) The buildings shall be ~~Row~~ Storefront Buildings with 4 stories and internal elevators and corridors of 1 and 2 bedroom apartments.

**Commented [LK1]:** Row buildings are townhomes. The code requires apartments that front a street to be Storefront Buildings.

(iii) Floor height of the buildings shall to be 11' (measured floor to floor) on the main level and 10' (measured floor to floor) on the 2nd, 3rd, and 4th floors.

(iv) ~~The buildings shall have reduced 1st floor glazing requirements as shown on the no less than 15%.~~ Exterior finish materials to include a combination of brick, hardie board, or metal.

**Commented [LK2]:** Commissioner Pruess brought this incomplete sentence to staff's attention during the Planning Commission meeting. Staff feels the best way to complete the sentence is to specify the glazing requirement.

(v) Parking stall depth minimum 18' with a parking ratio to be a minimum of 1.75 stalls per unit which includes 1 covered stall per unit.

(vi) No requirement for curb stops on stalls that abut sidewalks exceeding 6' in width. Enlarged sidewalks shall accommodate bumper overhang and comply with ADA requirements.

(vii) The Property entrance off of Harrison shall have a width of 26 feet per UDOT requirement.

d. Timing of Development. The Parties acknowledge that the efficient and economic development of the Project may be contingent and dependent upon numerous factors, such as market conditions and demand, interest rates, competition and similar factors. The City agrees that Developer shall have a reasonable level of flexibility for timing (with the exception of Section 6), sequencing, and phasing of the project.

e. Approval Processes. Development approval of the Project shall follow the review processes in the Neighborhood Commercial Subdistrict within the Zoning Ordinance and this DA.

f. Project Fees. The Parties acknowledge that the City charges reasonable impact fees, building permit fees, and other fees and that Developer will be subject to all applicable fees. The Parties further acknowledge that the



Project may be benefited by a Participation Agreement, but that the successful negotiation of a Participation Agreement is not a condition to performance of Developer's obligations under this DA.

## 5. Workforce Housing.

a. Workforce Housing. Developer agrees to designate five (5) of the units depicted on Exhibit A as qualifying affordable housing units ("Workforce Housing Units"). The remaining units not designated as Workforce Housing Units shall be Market Rate Units. First preference for occupancy and rent of the Workforce Housing Units will be given to the City's critical workforce, employed within the City, including police, fire, emergency responders, teachers and staff in public schools, and municipal employees of the City (the "Critical Workforce"). This preference will be applied when the Workforce Housing Units are offered for rent by Developer or subsequent owner. In its advertising and marketing efforts, Developer will identify the Workforce Housing Units and specify that members of the Critical Workforce will be given a preference to rent such units. The Workforce Housing Units will not be rented to households earning more than 80% of the Area Median Income ("AMI") adjusted only for family size using HUD's Family Size Adjustments. The Workforce Housing Units will be deed-restricted in such a manner to ensure that the Workforce Housing Units will continue to qualify as income targeted housing, as defined in UCA §17C-1-102(32), for a period of fifty (50) years. The restrictions in the deed will grant the City authority to enforce the restrictions. An example of the deed and required restrictions is attached as Exhibit "D".

**Commented [LK3]:** Planning Commission changed from nine units to five units

b. Qualifications. In order to qualify to lease a Workforce Housing Unit, the leasing household's annual income must be less than eighty percent (80%) of the Weber County household median income as set forth in UCA §17C-1-102(32). Such a renter is a "Qualified Renter."

c. Permitted Rents. Monthly rents for Workforce Housing Units, adjusted annually, shall not exceed an amount equal to 30% of the gross monthly income of a household earning 80% of the AMI for Weber County, Utah adjusted only for family size using HUD's Family Size Adjustments.

d. Critical Workforce Qualified Renters Favored. If an offer to rent a Workforce Housing Unit is received which is acceptable to Developer, Developer shall not accept the offer if it is not made by a Qualified Renter who is also a member of the Critical Workforce (a "Critical Workforce Qualified Renter") for a period of fifteen (15) days to give a Critical Workforce Qualified Renter the opportunity to rent the Workforce Housing Unit. If a Critical Workforce Qualified Renter is able and willing to enter into a lease with Developer, Developer shall rent the Workforce Housing Unit to the Critical Workforce Qualified Renter.

i. If no Critical Workforce Qualified Renter is able and willing to enter into a lease with the Developer, the Workforce Housing Unit may be rented to the original offer or who is a Qualified Renter but not a Critical Workforce Qualified Renter.

ii. The City may, at its option, may submit a list of Critical Workforce Qualified Renters known to the City, which shall in no event be considered a complete or exhaustive list of eligible Critical Workforce Qualified Renters.

e. Exception to Qualification. Tenants no longer meeting income qualifications may renew their lease for a period of twelve (12) months beyond the initial term of their lease if no Qualified Renter is available.

f. Rental Agreement Continuation. If a tenant no longer meets income qualifications, they may continue to occupy the Workforce Housing Unit until the termination of the stated term of the rental agreement.

g. Filling of Vacancies. Every effort shall be made to rent Workforce Housing Units to Critical Workforce Qualified Renters. At initial notification of vacancy, a minimum of sixty (60) days prior to termination of the lease, Developer shall advertise for qualified tenants.

h. Critical Workforce Designation Change or Undue Hardship. If a Critical Workforce Qualified Renter terminates the employment which gave rise to their designation of Critical Workforce Qualified Renter, they may continue to occupy the Workforce Housing Unit until the termination of the term of their rental agreement. If there are no other potential Qualified Renters available, Developer may renew the rental agreement for an additional term of not more than twelve (12) months. Upon the showing of undue hardship on Critical Workforce Qualified Renter, Developer may choose to renew a rental agreement for a term not to exceed twelve (12) months.

i. Design and Finishes. Workforce Housing Units shall be built concurrently with the Market Rate Units in an integrated fashion and shall have the same exterior design and finishes of other similar Market Rate Units within the Project. Interior finishes may differ between Workforce Housing Units and Market Rate Units.

j. Maintenance of Workforce Housing Units. The Developer shall at all times maintain the Workforce Housing Units in good, safe, and habitable condition in all respects, and in the same general condition as Developer maintains

**Commented [LK4]:** Planning Commission removed the option to allow lower grade finishes in workforce housing units.

the Market Rate Units, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the units. The Developer shall suffer no mechanics' liens to be recorded against the Workforce Housing Units.

k. Covenants to Run with the Land. Developer intends, declares and covenants, on behalf of itself and all future owners of the Workforce Housing Units that this Development Agreement and the covenants and restrictions set forth herein, regulating and restricting rents, use, and occupancy of each Workforce Housing Unit shall be covenants running with the land and improvements constituting the Workforce Housing Units, for the benefit of the City, shall encumber the Workforce Housing Units, and shall be binding upon Developer and all subsequent owners of the Workforce Housing Units.

l. Rental Agreement Limitations. All rental agreements shall be for a minimum of ninety (90) days but not to exceed twenty-four (24) months. Nightly and weekly rentals are prohibited.

**5.6. Vested Rights and Reserved Legislative Powers.**

a. Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer the right to develop and construct the Project consistent with the uses and building types as provided in the Neighborhood Commercial Subdistrict and this DA. The Parties intend that the rights granted to Developer under this DA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that the Neighborhood Commercial Subdistrict and this DA, grant to Developer "vested rights" as that term is construed in Utah's common law and under Utah Code Ann. § 10-9a-509. If any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.

b. Reserved Legislative Powers. The Parties acknowledge that any exception to the vested rights as set forth above must meet the compelling, countervailing public interest standard in Utah Code Ann. §10-9a-509.

c. Legislative Discretion. Nothing in this DA shall be interpreted to usurp the independent exercise of the legislative discretion of the Planning Commission and Council.

**6.7. Developer's Non-Performance.** Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within three and one-half (3.5) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the



Parties shall have no further rights or obligations hereunder.

**7.8. Term of Agreement.** This DA shall expire on its terms four (4) years from the date of approval and execution by the Parties, unless terminated earlier under another provision of this DA.

**8.9. City Obligations for Improvements.** In connection with the Project, the City confirms that it has the necessary utility infrastructure to provide water, sewer, and stormwater service to the Project and that such infrastructure exists within a reasonable distance of the Project Property. The City also agrees that it will permit Developer to connect to the City's water, sewer, and storm drain upon payment of all applicable fees. Developer acknowledges that all other necessary utilities, including but not limited to electrical and natural gas service, are the responsibility of Developer.

**9.10. Upsizing.** Upon request from the City, Developer shall "upsized" any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided that the City makes arrangements to compensate Developer for the reasonable costs of such upsizing on or before the date on which such infrastructure is installed by Developer. For example, if an upsized to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

**10.11. Developer to Indemnify the City.** Developer shall, protect, indemnify, hold harmless and defend the City and its agents, employees, officers and elected officials against any claims, demands, judgments, expenses, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties hereto and their employers, to the extent which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this DA. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this DA.

**11.12. Notices.**

a. **Notice Addresses.** All notices required or permitted under this DA shall be given in writing by certified mail and regular mail to the following addresses:

**To Developer:**

Waters Edge Apartments LLC  
Attn: Matthew McConkie  
1464 E Ridgeline Dr., Ste 200  
South Ogden, UT 84405

**With a copy to:**

Anderson & Karrenberg P.C.  
Attn: Curtis Brown  
50 West Broadway, Suite 600  
Salt Lake City, Utah 84101

To the City:

South Ogden City  
Attn: City Manager  
3950 Adams Ave., Ste. 1  
South Ogden City, UT 84403

Effectiveness of Notice. Each Notice shall be effective and shall be deemed delivered on the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited with or delivered to the United States Postal Service. Any party may change its address for Notice under this DA by giving written Notice to the other Parties.

**12.13. Assignment and Transfer of Development.**

a. Assignment. Developer shall not assign its obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other related development documents. If only a portion of the Project is assigned and/or conveyed under this Section 13, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

b. Security Interests. This Section 13 shall not prohibit granting any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law and the requirements of this DA.

c. Change in Control. A change in the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City under the requirements of this Section 13. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of Developer shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest

and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing to enable Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the development related documents. If because of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For purposes of this section, an "affiliate" is an entity in which the owner(s) of Developer both holds an ownership stake of more than 50 percent and over which the owner of Developer is able to exert control

**13.14. Appointment of Representatives.** To further the commitment of the Parties to cooperate in implementing this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City and the CDRA shall be Matthew Dixon, City Manager, and the initial representatives for Developer shall be Matthew McConkie. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

**14.15. Mutual Drafting.** Each party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against either party based on which party drafted any particular portion of this DA.

**15.16. Waiver of Jury Trial; Attorneys' Fees.** All disputes or claims arising under this DA shall be mediated by a mediator to be agreed upon by the Parties. If, after good faith efforts by the Parties, mediation is unsuccessful in resolving the dispute(s), any remaining controversy or claims arising out of or relating to this DA, or a breach thereof, shall be resolved by bench trial in the District Courts for the Second Judicial District, Weber County, Utah. The prevailing Party in any such action may recover all costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. The Parties waive their right to a jury trial of any disputes or claims arising under this DA.

**16.17. Applicable Law.** This DA is entered into in Weber County in the State of Utah and shall be construed under the laws of the State of Utah despite Utah's choice of law rules.

**17.18. Venue.** Subject to Section 16, supra, any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Weber County.

**18.19. No Waiver.** Failure of any party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

**19.20. Severability.** If any provision of this DA is held by a court of competent



jurisdiction to be invalid, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

**20,21. Limitations on Damages.** UNDER NO CIRCUMSTANCE SHALL ANY PARTY BE ENTITLED TO RECOVER (I) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, (II) PENALTIES, OR (III) SPECIAL, PUNITIVE, TREBLE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

**21,22. Entire Agreement.** This DA and all Exhibits hereto, constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. Notwithstanding the foregoing, any non-substantive amendments to this DA may be reviewed and approved in writing by the City Manager and/or City Planning Department Staff and Developer.

**22,23. Counterparts.** This DA may be executed in original counterparts when taken together shall constitute a complete, valid and binding agreement.

**23,24. Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

**24,25. Authority.** The Parties to this DA each warrant that they have the necessary authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, the Parties have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

**SOUTH OGDEN CITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Utah )

:  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_ a notary public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged he/she has authority to sign on behalf of South Ogden City and that they executed the same on behalf of South Ogden City.

Witness my hand and official seal.

\_\_\_\_\_

(Notary Signature)

**Waters Edge Apartments LLC**  
**A Utah limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Utah )

:

County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, \_\_\_\_\_ a notary public, personally appeared Matthew McConkie, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged he/she has the authority to sign the foregoing on behalf of McConkie Multifamily, LLC and that they executed the same on behalf of McConkie Multifamily, LLC.

Witness my hand and official seal.

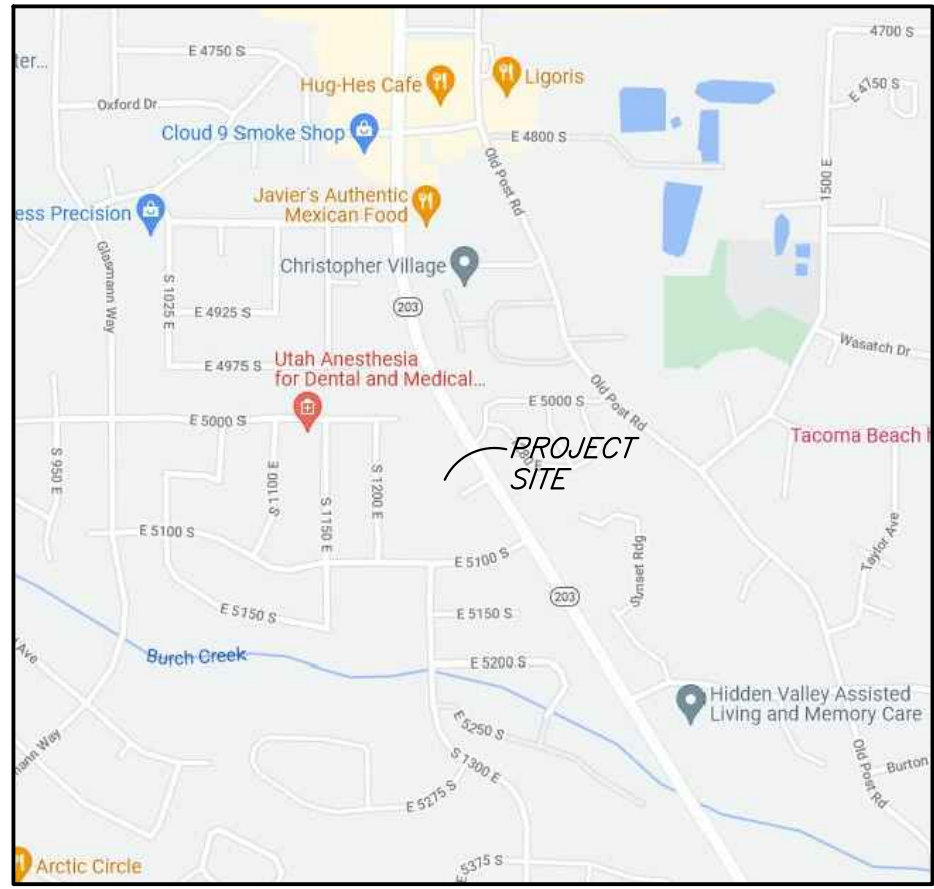
\_\_\_\_\_  
(Notary Signature)

**Exhibit “A”**  
**Concept Plan**









Vicinity Map  
NOT TO SCALE

SITE DATA

TOTAL UNITS: BLDG 1  
32 - 1-BDRM UNITS  
58 - 2-BDRM UNITS  
BLDG 2  
36 - 1-BDRM UNITS  
40 - 2-BDRM UNITS  
166 UNITS

PARKING WILL BE PROVIDED AT 1.75 STALLS PER UNIT  
306 STALLS PROVIDED (6 A.D.A.)  
166 STALLS TO BE COVERED

Harrison Blvd

BLDG 1 - 4 STORY

BLDG 2 - 4 STORY

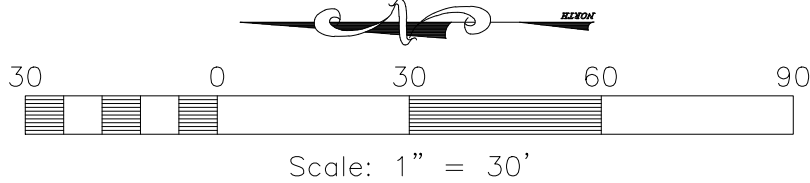
Phase 1

5000 South

5100 South Street

POOL

STORMWATER DETENTION BASIN AREA



Notice:

THESE PLANS WERE CREATED UTILIZING COLORS FOR UTILITIES & OTHER INFRASTRUCTURE. IF PRINTED IN, OR COPIED TO BLACK & WHITE, SOME LINE WORK MAY NOT SHOW UP PROPERLY.

Developer Contact:

Contact Name  
Matthew McConkie  
1464 E. Ridgeline Dr, Ste 200  
South Ogden, UT 84405  
PH: (801) 458-3383

Project Contact:

Nate Reeve - Chris Cave  
Reeve & Associates, Inc.  
5160 South 1500 West  
Riverdale, Utah, 84405  
PH: (801) 621-3100



REVISIONS	DESCRIPTION
DATE	

Reeve & Associates, Inc. - Solutions You Can Build On

Apartment

5083 Harrison Blvd

SOUTH OGDEN CITY, WEBER COUNTY, UTAH

Color Rendering


Project Info.
Engineer: N. Reeve
Planner: C. Cave
Designer: J. Meyers
Date: August 2022
Name: APARTMENTS SOUTH OGDEN
Number: 8033-01



**Exhibit "B"**  
**Project Property Description**  
**Legal Description**

**Tax ID:**

PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5 OF SUNNYSIDE MANOR SUBDIVISION AND THE NORTHEAST CORNER OF LOT 1 OF OAK WOOD HILLS NO. 1, SAID POINT BEING 583.08 FEET NORTH 00°05'51" EAST ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 15 (SAID WEST QUARTER CORNER BEING 1200.06 FEET SOUTH 06°36'05" EAST FROM A FOUND CENTERLINE MONUMENT IN THE INTERSECTION OF 5000 SOUTH STREET AND 1200 EAST STREET); THENCE NORTH 00°05'53" EAST 738.85 FEET ALONG THE EASTERLY LINE OF OAK WOOD HILLS NO. 1; THENCE SOUTH 89°19'34" EAST 109.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HARRISON BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1980.10 FEET, AN ARC LENGTH OF 175.15 FEET, A DELTA ANGLE OF 05°04'05", A CHORD BEARING OF SOUTH 28°50'07" EAST, AND A CHORD LENGTH OF 175.09 FEET; (2) SOUTH 31°22'09" EAST 356.31 FEET; (3) NORTH 58°54'51" EAST 15.90 FEET; AND (4) SOUTH 31°05'09" EAST 339.81 FEET; THENCE NORTH 90°00'00" WEST 270.16 FEET TO THE NORTHEAST CORNER OF LOT 3 OF SUNNYSIDE MANOR SUBDIVISION; THENCE NORTH 89°27'12" WEST 300.08 FEET ALONG THE NORTH LINE OF SAID SUNNYSIDE MANOR SUBDIVISION TO THE POINT OF BEGINNING.

CONTAINING 247,463 SQUARE FEET OR 5.681 ACRES.



**Exhibit “C”**

**South Ogden City Code, Title 10, Chapter 5.1, Article B, Sec. 10-5.1B-5-3 and 10-5.1B-11,  
et. seq.**

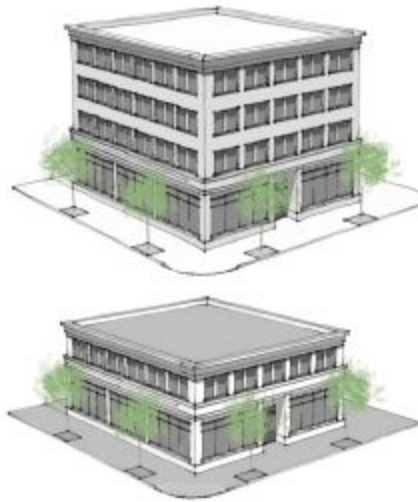
### **10-5.1B-5-3: Storefront Building**

- A. Description And Intent: The storefront building is intended for use as a mixed use building located close to the front property line with parking typically in the rear or side of the lot.

The key facade element of this building type is the storefront required on the ground floor front facade, with large amounts of glass and regularly spaced entrances.

This building is available in a variety of intensities, depending on the subdistrict within which it is located.

- B. Regulations: Regulations for the storefront building type are defined in the table in this section.



(Ord. 17-21, 11-21-2017, eff. 11-21-2017)

			Permitted Subdistrict		
			Gateway Core	Gateway General	Neighborhood Commerical
1.	Building Siting: Refer to figure 5.3(1) of this section				
		Multiple principal buildings	Permitted	Permitted	Permitted
	(a)	Front sidewalk coverage	80%	80%	80% <sup>1</sup>
		Occupation of corner	Required <sup>4</sup>	Required <sup>4</sup>	Required <sup>4</sup>
	(b)	Front build-to zone	0' to 10'	0' to 10'	0' to 15'
	(c)	Corner build-to zone	0' to 10' <sup>4</sup>	0' to 10' <sup>4</sup>	0' to 15' <sup>4</sup>
	(d)	Minimum side yard setback	0'	0'	0'
	(e)	Minimum rear yard setback	5'	5'	5'

	(f)	Minimum lot width	None	None	None
		Maximum lot width	None	None	None
	(g)	Parking and loading location	Rear yard	Rear yard	Rear yard <sup>1</sup>
	(i)	Vehicular access	Alley; if no alley exists, 1 driveway is permitted per non-primary facade, or as approved by the City Manager or designee	Alley; if no alley exists, 1 driveway is permitted per non-primary facade, or as approved by the City Manager or designee	Alley; if no alley exists, 1 driveway is permitted per non-primary facade, or as approved by the City Manager or designee
2.	Height: Refer to figure 5.3(2) of this section				
	(j)	Minimum overall height	1 story	1 story	1 story
	(k)	Maximum overall height	5 stories <sup>2</sup>	3 stories	3 stories
	(l)	Ground story:			
		Minimum height	14'	14'	14'
		Maximum height	20' <sup>3</sup>	20' <sup>3</sup>	20' <sup>3</sup>
	(m)	Upper stories:			
		Minimum height	9'	9'	9'
		Maximum height	14'	14'	14'
3.	Uses: Refer to figure 5.3(2) of this section. Refer to section 10-5.1B-4, "Uses," of this article for permitted uses				
	(n)	Ground story	Any permitted use		
	(o)	Upper story	Any permitted use		
	(p)	Parking within building	Permitted fully in any basement and in rear of upper floors		
	(q)	Required occupied space	30' deep on all full floors measured from the front facade		
4.	Street Facade Requirements: Refer to figure 5.3(3) of this section				
	(r)	Minimum ground story transparency measured between 2' and 8' above grade	65%	65%	65%
	(s)	Minimum transparency per each story	15%	15%	15%



		Blank wall limitations	Required, see subsection 10-5.1B-5-2D2 of this section 10-5.1B-5		
	(t)	Front facade entrance type	Storefront, arcade	Storefront, arcade	Storefront, arcade
	(u)	Principal entrance location	Front facade	Front facade	Front facade
		Required number of street entrances	1 per each 100' of front facade	1 per each 100' of front facade	1 per each 100' of front facade
		Vertical facade divisions	Every 50' of facade width	Every 50' of facade width	Every 50' of facade width
		Horizontal facade divisions	Required within 3' of the top of the ground story		
5.	Roof Type Requirements: Refer to figure 5.3(3) of this section				
	(v)	Permitted roof types	Parapet, pitched, flat	Parapet, pitched, flat	Parapet, pitched, flat
		Tower	Permitted	Permitted	Permitted

## Notes:

<sup>1</sup>Lots wider than 140 feet are permitted 1 double-loaded aisle of surface parking (maximum width of 72 feet), located perpendicular to the front property line, which is exempt from front property line coverage.

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

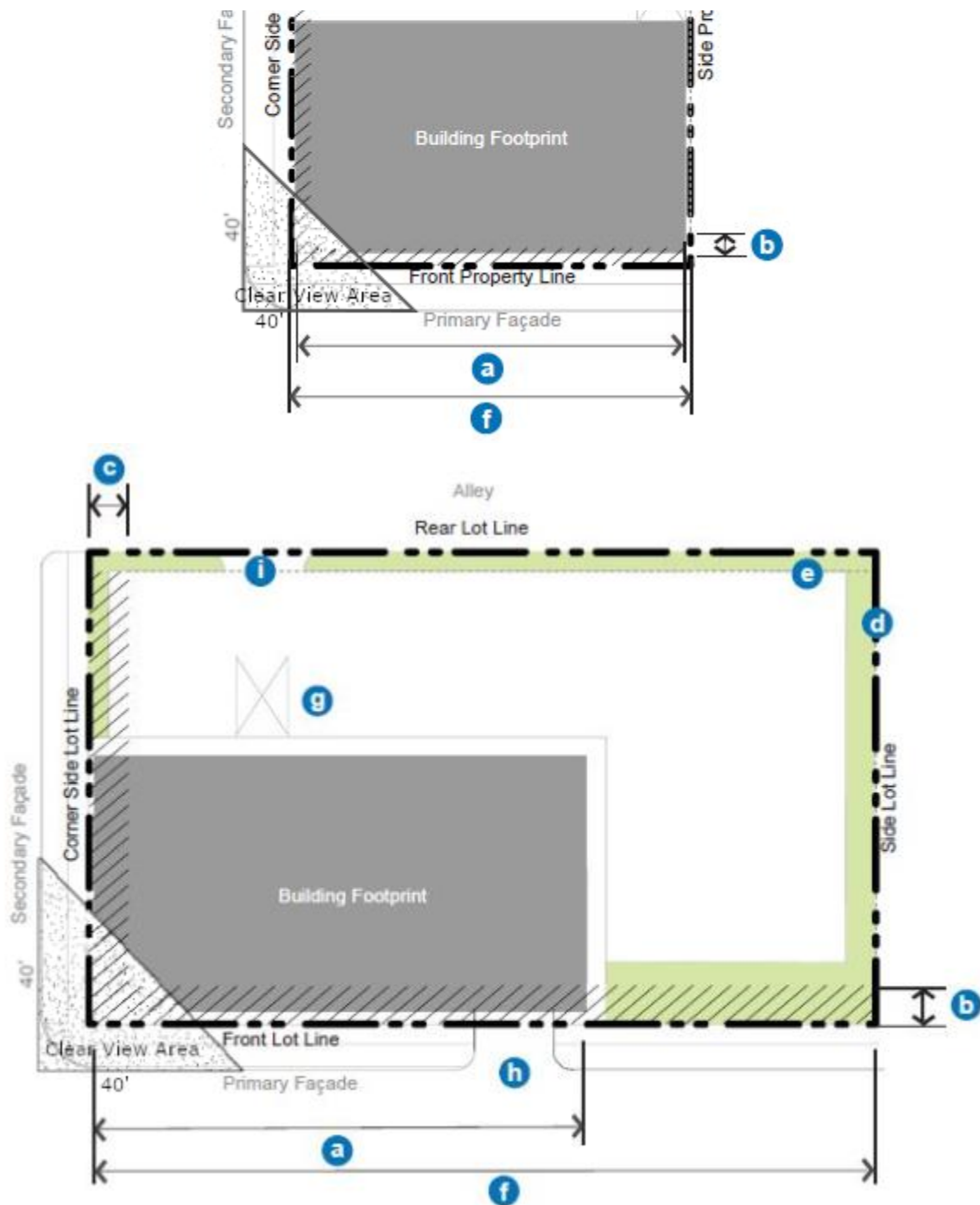
<sup>3</sup>If 18 feet or more in height, ground story shall count as 2 stories towards maximum building height.

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

FIGURE 5.3(1)

## STOREFRONT BUILDING: BUILDING SITING

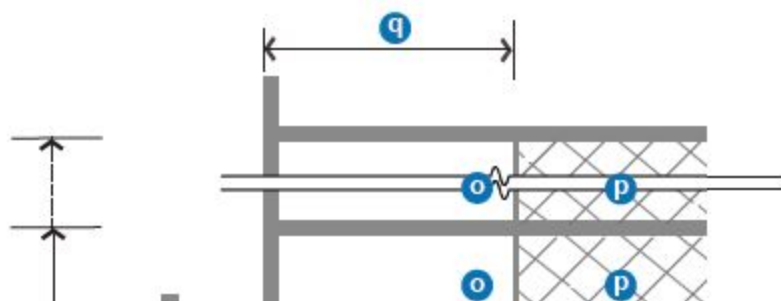




(Ord. 18-11, 9-18-2018, eff. 9-18-2018)

FIGURE 5.3(2)

# STOREFRONT BUILDING: HEIGHT AND USE REQUIREMENTS



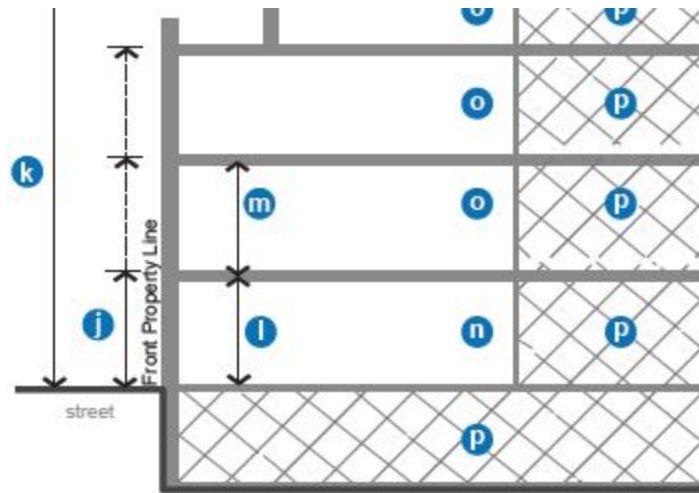
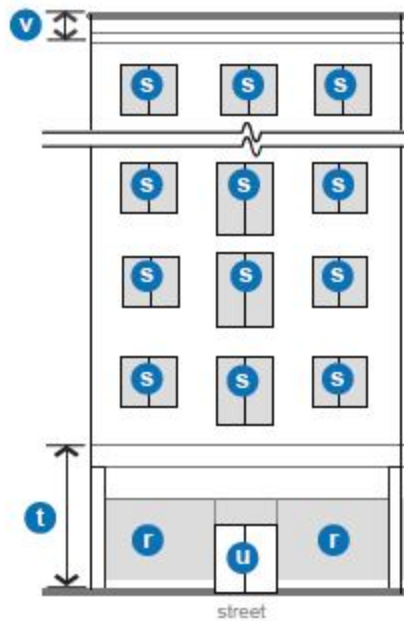


FIGURE 5.3(3)

## STOREFRONT BUILDING: STREET FACADE AND ROOF REQUIREMENTS



(Ord. 17-21, 11-21-2017, eff. 11-21-2017)



### **10-5.1B-5-11: Additional Design Requirements**

The following outlines the subdistrict design guidelines that affect a building's appearance and subdistrict cohesiveness. They improve the physical quality of buildings, enhance the pedestrian experience, and protect the character of the neighborhood.

#### **A. Materials And Color:**

1. Primary Facade Materials: Eighty percent (80%) of each facade shall be constructed of primary materials. For facades over one hundred (100) square feet, more than one material shall be used to meet the eighty percent (80%) requirement.
  - a. Permitted primary building materials include high quality, durable, natural materials, such as stone, brick; wood lap siding; fiber cement board lapped, shingled, or panel siding; glass. Other high quality synthetic materials may be approved during the site plan process with an approved sample and examples of successful, high quality local installations. Refer to figure 5.11(1) of this section.

FIGURE 5.11(1)

#### **PRIMARY MATERIALS**





2. Secondary Facade Materials: Secondary materials are limited to details and accents and include gypsum reinforced fiber concrete for trim and cornice elements; metal for beams, lintels, trim, and ornamentation, and exterior architectural metal panels and cladding.
  - a. Exterior insulation and finishing systems (EIFS) is permitted for trim only or on upper floor facades only.
3. Roof Materials: Acceptable roof materials include three hundred (300) pound or better, dimensional asphalt composite shingles, wood shingles and shakes, metal tiles or standing seam, slate, and ceramic tile. "Engineered" wood or slate may be approved during the site plan process with an approved sample and examples of successful, high quality local installations. Refer to figure 5.11(2) of this section.

FIGURE 5.11(2)

#### ROOF MATERIALS



4. Color: Main building colors shall be complementary to existing building stock.
5. Appropriate Grade Of Materials: Commercial quality doors, windows, and hardware shall be used on all building types with the exception of the row building. Refer to figure 5.11(3) of this section.

FIGURE 5.11(3)

#### COMMERCIAL GRADE DOORS AND WINDOWS



#### B. Windows, Awnings, And Shutters:

1. Windows: All upper story windows on all historic, residential, and mixed use buildings shall be recessed, double hung. Percent of transparency is required per building type.
2. Awnings: All awnings shall be canvas or metal. Plastic awnings are not permitted. Awning types and colors for each building face shall be coordinated. Refer to figure 5.11(4) of this section.

FIGURE 5.11(4)

#### AWNINGS







3. Shutters: If installed, shutters, whether functional or not, shall be sized for the windows. If closed, the shutters shall not be too small for complete coverage of the window. Shutters shall be wood. "Engineered" wood may be approved by City Manager or designee during the site plan process with an approved sample and examples of successful, high quality local installations.

- C. Balconies: The following applies in all locations where balconies are incorporated into the facade design facing any street or parking lot. Refer to figure 5.11(5) of this section.

1. Size: Balconies shall be a minimum of six feet (6') deep and five feet (5') wide.
2. Connection To Building: Balconies that are not integral to the facade shall be independently secured and unconnected to other balconies.
3. Facade Coverage: A maximum of forty percent (40%) of the front and corner side facades, as calculated separately, may be covered with balconies, including street-facing railing and balcony structure.

FIGURE 5.11(5)

#### BALCONIES INTEGRAL TO FACADE



- D. Treatments At Terminal Vistas: When a street terminates at a parcel, the parcel shall be occupied by one of the following:
1. If the parcel is open space, any open space type with the exception of the pocket park shall be utilized and a vertical element shall terminate the view. Acceptable vertical elements include a stand or grid of trees, a sculpture, or a fountain.
  2. If the parcel is not utilized as an open space type, the front or corner side of a building, whether fronting a primary street or not, shall terminate the view.
- E. Building Variety: Building design shall vary between vertical facade divisions, where required per the building types, and from adjacent buildings by the type of dominant material or color, scale, or orientation of that material and at least two (2) of the following. Refer to figure 5.11(7) of this section for one illustration of this requirement.
1. The proportion of recesses and projections.
  2. The location of the entrance and window placement, unless storefronts are utilized.
  3. Roof type, plane, or material, unless otherwise stated in the building type requirements.

FIGURE 5.11(7)

#### BUILDING VARIETY



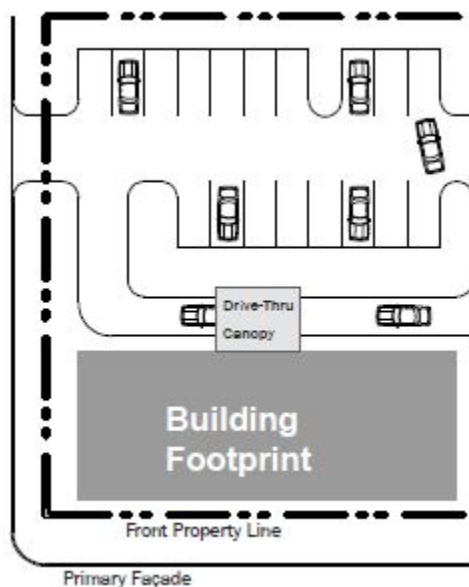


F. Drive-Through Facilities: Refer to figure 5.11(8) of this section for one illustration of the following requirements.

1. Application: Drive-through facilities are only allowed in the Gateway Core, Gateway General, and Neighborhood Commercial Subdistricts.
2. Drive-through Facilities Definition: Drive-through facilities include any window as described in 10-5.1A-4-2(L)(1), whether it has a canopy or is located in a separate structure from the main building. Drive-Through facilities shall be located on the rear facade of the building or in the rear of the lot behind the building, or side facades where permitted by use.
3. Stacking Lanes: Stacking lanes shall be located perpendicular to the primary facade or behind the building.
4. Canopy And Structure: The canopy and structure shall be constructed of the same materials utilized on the building.
5. Drive-through facilities are expressly prohibited on the front façade of any building.

FIGURE 5.11(8)

RECOMMENDED DRIVE-THROUGH FACILITY LAYOUT





Note that Drive-through facilities may be permitted on the sides of buildings where permitted by use – see 10-5.1B-5-11 F

(Ord. 17-21, 11-21-2017, eff. 11-21-2017)

HISTORY

*Amended by Ord. [22-14](#) on 9/6/2022*

**Exhibit “D”**

**Restrictive Deed for Workforce Housing**

WHEN RECORDED, RETURN TO:

[name]

[address]

[address]

## **DECLARATION AND AGREEMENT FOR WORKFORCE HOUSING DEED RESTRICTIONS**

This DECLARATION AND AGREEMENT FOR WORKFORCE HOUSING DEED RESTRICTIONS (“**Declaration**”) is effective as of the date the Declaration is recorded at the office of the Weber County, Utah Recorder’s Office (the “**Effective Date**”) and is entered into by and between [name of developer], a Utah \_\_\_\_\_ (“**Developer**”) which is the owner of certain real property more particularly described on **Exhibit 1**, for the benefit of and enforceable by South Ogden City, a political subdivision of the State of Utah (the “**City**”).

WHEREAS, Developer owns and is developing a residential project on approximately [size] acres located at approximately [address] in South Ogden City, Weber County, State of Utah (“**Project Property**”);

WHEREAS, Developer and the City share a goal of creating workforce housing in the City with a preference for the City’s “critical workforce” which includes police, fire, emergency responders, public school teachers and staff and municipal employees, employed within the City;

WHEREAS, Developer and the City entered into a Development Agreement, (“**Agreement**”) dated [date];

WHEREAS, this Declaration is attached as **Exhibit D** to the Agreement and is incorporated by reference into the Agreement;

WHEREAS, Developer agrees to the construction and rental of **five (5)** designated Affordable Housing Units (collectively, the “**Workforce Housing Units**” or “**Units**”; each individually, a “**Workforce Housing Unit**” or **Unit**) within the Project Property. The Workforce Housing Units are more particularly described on **Exhibit 1**; and

WHEREAS, the purpose of the Agreement and the City Contribution is to provide **five (5)** Workforce Housing Units which qualify as income targeted housing as defined in UCA § 17C-102(32) which shall be rented by Developer and by subsequent Owners to those with an annual household income of less than 80% of the Weber County household median income;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Developer does hereby record the following Restrictive Covenants to fulfill the purposes of the Agreement to assure that the **five (5)** designated Workforce Housing Units are rented in accordance with the Agreement and in compliance with UCA § 17C-1-412:



## 1. **DEFINITIONS:**

- 1.1. **Domicile.** The place where an individual has a fixed permanent home and principal establishment, to which the individual, if absent, intends to return, and in which the individual and their family voluntarily reside, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine months out of each calendar year.
- 1.2. **Non-Qualified Renter.** Any renter of a Workforce Housing Unit that is not a Qualified Renter.
- 1.3. **Owner.** The title owner of record, of at least a fifty percent (50%) undivided interest, of the Project Property.
- 1.4. **Primary Residence.** The place where a Domicile has been established.
- 1.5. **Qualified Renter.** A Qualified Renter's household annual income must be less than eighty percent (80%) of the Weber County household median income as set forth in UCA §17C-1-102(32) for income targeted housing.
- 1.6. **Critical Workforce Qualified Renter.** A Qualified Renter who is also a Critical Workforce Qualified Renter must meet the following additional criteria:
  - 1.6.1. Person(s) who are renting the Workforce Housing Unit as their Primary Residence; and
  - 1.6.2. A household with a minimum of one adult who is part of the Critical Workforce employed full time (at least 30 hours of employment per week) within the City as police, fire, emergency responder, teacher and staff in public schools, or an employee of the City.

## 2. **RENTAL OF WORKFORCE HOUSING UNITS.**

- 2.1. **PERMITTED RENTS.** Monthly rents for Workforce Housing Units, adjusted annually, shall not exceed an amount equal to 30% of the gross monthly income of a household earning 80% of the AMI for Weber County, Utah adjusted only for family size using HUD's Family Size Adjustments.
- 2.2. **PREFERENCE TO CRITICAL WORKFORCE QUALIFIED RENTERS.** If an offer to rent a Workforce Housing Unit is received which is acceptable to Developer or subsequent Owners, Developer or the subsequent Owner shall not accept the offer if it is not made by a Qualified Renter who is also a member of the Critical Workforce (a "Critical Workforce Qualified Renter") for a period of **fifteen (15)** days to give a Critical Workforce Qualified Renter the opportunity to rent the Workforce Housing Unit. If a Critical Workforce Qualified Renter is able and willing to enter into a lease with Developer, Developer shall rent the Workforce Housing Unit to the Critical Workforce Qualified Renter.

- a. If Developer or subsequent Owners received multiple offers from Critical Workforce Qualified Renters within the fifteen (15) day time period, Developer or Subsequent Owners shall accept the first offer received from a Critical Workforce Housing Renter. In the event the process of renting to the first matching Critical Workforce Housing Renter fails, Developer or Subsequent Owners shall accept the offer of the second matching Critical Workforce Housing Renter and attempt in good faith to rent the Workforce Housing Unit to the second matching Critical Workforce Housing Renter. This process shall continue until either the Workforce Housing Unit is rented or there are no Critical Workforce Housing Renters.
- b. If all Critical Workforce Housing Renters are unable to rent, the Workforce Housing Unit may be rented to the original offeror who is a Qualified Renter but not a Critical Workforce Qualified Renter.
- c. The City may, at its option, submit a list of, or refer Critical Workforce Qualified Renters known to the City to Developer or subsequent Owners, which shall in no event be considered a complete or exhaustive list of eligible Critical Workforce Qualified Renters.

### 3. **ADDITIONAL RESTRICTIONS AND CONDITIONS**

- 3.1. **SUBLEASE OF UNITS.** No Workforce Housing Unit Renter may sublease their Unit unless the City, at its sole discretion, has provided prior written approval. Subleasing the Unit, without the prior approval of the City, constitutes an Event of Default of the Unit Renter. If approval to sublease is granted in extenuating circumstances, it shall not total more than 12 months and the option shall not be exercised more than once by the same Renter.
- 3.2. **NO NIGHTLY OR SHORT-TERM LEASE.** In no circumstances are nightly or short term, less than thirty (30) day, rentals of Units allowed.
4. **DEED LANGUAGE** All deeds conveying the Workforce Housing Units shall include the following provision:

Subject to the restrictions and provisions of “Declaration and Agreement for Workforce Housing Deed Restrictions” recorded on [Date] as Entry Number [Number] in the Records of the Weber County Recorder.

### 5. **ENFORCEMENT OF DECLARATION**

- 5.1. **REMEDIES AND ENFORCEABILITY.** Developer and City acknowledge that the primary purpose for requiring compliance by Developer and subsequent Owners of Workforce Housing Units with the restrictions provided in this Declaration is to assure the purposes and goals of this Declaration and the Agreement are met. BY REASON THEREOF, DEVELOPER AND SUBSEQUENT OWNERS IN CONSIDERATION OF THE PAYMENT TO DEVELOPER BY THE CITY AND SUBSEQUENT OWNERS’

HAVING ACCESS TO INCOME TARGETED HOUSING HEREBY AGREE AND CONSENT THAT THE CITY SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO OBTAIN SPECIFIC PERFORMANCE BY DEVELOPER AND SUBSEQUENT OWNERS OF THEIR OBLIGATIONS UNDER THIS DECLARATION IN THE SECOND DISTRICT COURT FOR THE STATE OF UTAH. Developer and subsequent Owners hereby further specifically acknowledge that the City cannot be adequately compensated by monetary damages in the event of a violation of the restrictive covenants in or the terms of this Declaration.

6. **MISCELLANEOUS**

- 6.1. **TERM OF DECLARATION.** The term of this Declaration shall commence as of the date first set forth above and continue in full force and effect for a period not less than fifty (50) years from the Effective Date.
- 6.2. **NOTICES.** Any and all notices and demands by any party to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address, shall not become effective, however, until the actual receipt thereof by the others.

Any notice or demand to Developer shall be addressed to the following address:

[Developer]  
[address]  
[address]

Any notice or demand to the City shall be addressed to the City at the following address:

South Ogden City  
Attn: City Manager  
3950 Adams Ave., Suite 1  
South Ogden City, UT 84403



Any notice or demand to a subsequent Project Property Owner shall be addressed to the subsequent Owner at the then current mailing, notice or delivery address on the records of the Weber County Assessor.

- 6.3. SEVERABILITY. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Declaration shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Declaration.
- 6.4. ATTORNEYS' FEES. If the City shall take or defend against any action for enforcement or any other relief arising out of this Declaration, and the City is the prevailing party in such action or defense the City shall be entitled to reimbursement for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the City in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment.
- 6.5. CHOICE OF LAW. This Declaration shall be governed and construed in accordance with the laws of the State of Utah.
- 6.6. SUCCESSORS. This Declaration shall run with the land and shall be binding upon all subsequent Owners of the Project Property as well as the heirs, successors, and assigns of subsequent Owners.
- 6.7. PARAGRAPH HEADINGS. Paragraph or section headings within this Declaration are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein.
- 6.8. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 6.9. RECORDATION. Upon execution and delivery of this Declaration by Developer to the City, the City shall cause this Declaration to be recorded and filed in the office of Weber County Recorder and shall pay any fees and charges incurred in connection therewith.
- 6.10. COVENANTS RUN WITH LAND. Developer intends, declares and covenants, on behalf of itself, all future owners of the Project Property, and all parties that obtain any interest in any Workforce Housing Unit that this Declaration and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Units, shall be covenants running with the land and improvements constituting the Units, for the benefit of the City, shall encumber the Units, and shall be binding upon Developer, all subsequent Project Property Owners, and any other party with an interest in any Unit.

- 6.11. INTEGRATION. This Declaration, along with the Agreement, constitutes the entire Declaration between the Parties with respect to the matters set forth herein.
- 6.12. COUNTERPARTS. This Declaration may be executed in original counterparts when taken together shall constitute a complete, valid and binding agreement.
7. **OBTAINING A COPY OF AGREEMENT**. Any subsequent Owner may obtain a copy of the Agreement by contacting South Ogden City and requesting a copy.

**OWNER**

**[developer]**

By: \_\_\_\_\_

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

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

**ACKNOWLEDGEMENT**

STATE OF UTAH                    )  
  :§  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_, personally appeared before me  
\_\_\_\_\_, whose identity is personally known to me (or proven on  
the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say he/she is the  
\_\_\_\_\_ of [developer] and that said document was signed by him/her in behalf  
of [developer] by authority of the general partner of [developer] and said  
\_\_\_\_\_ acknowledged to me that [developer] executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC



**CITY**

**South Ogden City**

---

[name], [title]

ATTEST:

---

[name], [title]

APPROVED AS TO FORM:

---

[name], City Attorney

**EXHIBIT 1**

**LEGAL DESCRIPTION OF WORKFORCE HOUSING UNIT**

against the apartments, most of whom could not be in attendance

Frank Alloca	00:49:25
Carlisle Shaw	00:50:45
Jen Votava	00:51:17

## PLANNING COMMISSION DISCUSSION

Discussion/questions involving Matt McConkie, party involved in development agreement.

00:58:47

Comments by City Manager Matt Dixon on the affordable housing component of the development agreement

01:13:50

## MOTION

Before making his motion, Commissioner Bradley explained why he was making the motion. He said that he understood the concerns of the neighborhood; however, the commission was between a rock and a hard place. If they didn't approve the development agreement, anyone could come in and do the five three-story buildings. There was no legal reason to not allow development of the property. He felt the development agreement was the best alternative for the neighborhood.

01:38:10

**Commissioner Bradley moved to recommend the proposed development agreement, with the change from nine affordable housing units to five affordable housing units.** At this point, City Manager Dixon asked Mr. Bradley if he would like to remove the sentence that allowed lower grade finishes in the affordable housing units. After clarification, **Commissioner Bradley amended his motion so that the affordable housing units would be the same quality as the other units. The motion was seconded by Commissioner Layton. Chair Howe made a roll call vote:**

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



# STAFF REPORT



**SUBJECT:** Resolution 23-10 - Contract with First Responders  
First  
**AUTHOR:** Chief Parke  
**DEPARTMENT:** Police  
**DATE:** March 21, 2023

---

## RECOMMENDATION

I recommend approval of the contract with First Responders First for mental health services to Police and Fire department employees required by state law.

## BACKGROUND

During the January 3, 2023, council meeting the council approved accepting state grant funds of \$26,900 to establish a first responder mental health program. During that meeting, information on the grant requirements, grant application process, state laws, and statistical information regarding first responder mental health was presented.

The council voted and approved moving forward with accepting the state grant funding. That has been done, and a contract from First Responders First has been obtained. The contract has been reviewed by Legal, Finance, and the City Manager.

## ANALYSIS

The next step in beginning the first responder mental health program is for the council to approve the contract with First Responders First.

## SIGNIFICANT IMPACTS

Grant fund totaling \$26,900 will be used for the program.

## ATTACHMENTS

None

## **Resolution No. 23-10**

### **RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH FIRST RESPONDERS FIRST FOR MENTAL HEALTH TRAINING AND RESOURCES, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

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

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

**WHEREAS**, Utah law § 53-21-102 requires first responder agencies to provide mental health resources for all first responders (as defined in § 53-21-101), their family members, and retirees; and

**WHEREAS**, the City Council wishes to acknowledge the important work that first responders provide; and

**WHEREAS**, the City Council desires to provide support to first responders, their family members, and retirees; and

**WHEREAS**, First Responders First has agreed to provide certain mental health training and resources to South Ogden City's employees, family members, and retirees as required by law; and,

**WHEREAS**, the City Council finds that the City now wishes to enter into an agreement with First Responders First for mental health services and resources;

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

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

That The "Agreement for Professional Services Related to First Responders First and South Ogden City Public Safety" For Mental Health Training and Resources,

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

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

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

This Resolution shall be effective on the 21<sup>st</sup> day of February, 2023, 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 21<sup>st</sup> day of March, 2023.**

**SOUTH OGDEN CITY**, a municipal corporation

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Russell Porter, Mayor

Attested and recorded

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Leesa Kapetanov, CMC  
City Recorder



## **ATTACHMENT "A"**

### **Resolution No. 23-10**

Resolution Of South Ogden City Approving An Agreement With First Responders First For Mental Health Training And Resources, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

21 Mar 23

## **AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO FIRST RESPONDERS FIRST AND SOUTH OGDEN CITY PUBLIC SAFETY**

AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO FIRST RESPONDERS FIRST AND SOUTH OGDEN CITY POLICE AND FIRE DEPARTMENTS (hereinafter “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of South Ogden, Utah, a municipal corporation of the State of Utah, 3950 Adams Avenue, South Ogden, Utah 84403 (hereinafter “CITY”), and FIRST RESPONDERS FIRST, 1330 Flint Meadow Dr., Kaysville, Utah 84037 (hereinafter “FIRST RESPONDERS FIRST”). It shall be noted that FIRST RESPONDERS FIRST has a strategic alliance and business agreement with SEAN MORRIS CONSULTING, which satisfies mental health counseling licensing requirements in the state of Utah.

### **W I T N E S S E T H:**

WHEREAS, Utah law § 53-21-102 requires first responder agencies to provide mental health resources for all first responders (as defined in § 53-21-101), their family members, and retirees; and

WHEREAS, CITY wishes to abide by the law and provide its employees, their family members, and retirees mental health resources; and

WHEREAS, FIRST RESPONDERS FIRST has agreed to provide certain mental health training and resources to CITY’s employees, family members, and retirees as required by law.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

### **SECTION I: SCOPE OF WORK**

FIRST RESPONDERS FIRST shall provide the following services to CITY:

1. Peer Support Team Training, Development, and Oversight – FIRST RESPONDERS FIRST shall provide CITY with peer support team (Utah Code 78B-5-9) oversight and development. This may include, but is not limited to, oversight, training, and consultation on the following: policy review and recommendation, team member selection suggestions, organizational structure and management advisory, personnel and staffing recommendations, committee and subcommittee assignments, counselor vetting or mental health guidance and consultation, crisis consultation, and informal peer support team check-ins. Initial new member and advanced training certification, group consultation and training, and individual counseling of current or potential team members is also available.
2. Semi-Annual Screenings, Assessment, and Check-Ins (Utah Code 53-21-103) – FIRST RESPONDERS FIRST shall provide CITY members with a brief, semi-annual interview with a FIRST RESPONDERS FIRST staff member. This individual wellness check-in is approximately 30 minutes and may include a self-reported, documented disclosure or

assessment. Check-ins will be arranged to take place at the agency, unless other arrangements are made, thus making the process convenient for members and normalize mental health check-ins. When necessary, telehealth and/or phone check-ins will occur. CITY may opt for more frequent access to these services for those in higher risk positions or circumstances as warranted. These check-ins will take place throughout the year and will be organized with CITY scheduling assistance.

3. Training – FIRST RESPONDERS FIRST shall provide CITY employees with mental health education and training services. Both parties will coordinate the length of time and topics of specific training that would prove most beneficial. Training topics cover a variety of areas, including but not limited to, self-care, understanding trauma and stress, suicide awareness and reduction, family relations, peer and organizational support, mental wellness while serving the public, post-critical incident intervention, and custom-tailored training. These trainings may take place to various groups (e.g., administration, supervisors, spouses/significant others), to all department members, or to various crews/shifts. Training may take place virtually or in-person as agreed upon or requested by CITY.
4. 24/7 Support – FIRST RESPONDERS FIRST shall provide CITY with 24/7 support for administration and peer support personnel (Utah code 78B-5-9). Since first responders work unconventional hours and may experience unique circumstances at those hours, FIRST RESPONDERS FIRST agrees to provide 24/7 support. CITY understands there may be periods of time when an immediate response from—or access to—FIRST RESPONDERS FIRST personnel cannot occur due to unforeseen or unplanned circumstances; however, FIRST RESPONDERS FIRST will make reasonable accommodations to ensure 24/7 support is always available, including days, weekends, holidays, and evenings.
5. 24/7 Crisis and Trauma Support – FIRST RESPONDERS FIRST shall provide CITY with individual crisis and trauma support for police and fire CITY personnel and family members, including retirees. CITY understands there may be periods of time when an immediate response from—or access to—FIRST RESPONDERS FIRST personnel cannot occur due to unforeseen or unplanned circumstances; however, FIRST RESPONDERS FIRST will make reasonable accommodations to ensure 24/7 support is always available, including days, weekends, holidays, and evenings.
6. Post Critical Incident Intervention – FIRST RESPONDERS FIRST shall provide CITY with all aspects of post critical incident intervention. This may include, but is not exclusively limited to, assessment and availability to mental health services for personnel directly involved in a critical incident within 12 hours of the incident (Utah Code 53-21-103), emergency consultation and call-out with response, where applicable and under constraints outlined in 24/7 support, individual/family crisis intervention and coordination, critical incident stress management (CISM), mandatory and/or return to duty counseling (not for discipline), defusing, debriefings, behavioral after action reviews, and/or other aspects of CISM, where applicable. CITY agrees to inform FIRST RESPONDERS FIRST as soon as practical following critical incidents in order to formulate a plan for immediate and ongoing wellness. “Critical incident” shall not be defined in this Agreement but shall be left to the interpretation of the CITY and CITY



personnel in conjunction with FIRST RESPONDERS FIRST.

7. Coaching or Peer Counseling – FIRST RESPONDERS FIRST shall provide CITY with individual one-on-one coaching for CITY employees with a trained and experienced staff member who is also a certified peer counselor.
8. Individual and/or Couples Counseling – FIRST RESPONDERS FIRST shall provide CITY with individual and/or couples counseling, as well as group counseling, if desired. This may include one-on-one training or group psychoeducation services, as well as individual counseling for employees, volunteers, retirees, or family members as outlined in § 53-21-101 or as interpretation of the law or administrative rules direct. Return to duty mandatory counseling following an officer-involved critical incident is also available. FIRST RESPONDERS FIRST will not conduct fit for duty assessments with employees for disciplinary purposes, thus maintaining trust and ongoing confidentiality with the members, but can recommend options for fit for duty assessments, if desired.

## **SECTION II:**

### **A. Independent Contractor.**

The contracting parties warrant by their signature that no employer/employee relationship is established between FIRST RESPONDERS FIRST and CITY by the terms of this Agreement. It is understood by the parties hereto that FIRST RESPONDERS FIRST is an independent contractor and as such neither it nor its members and employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

### **B. Compensation to FIRST RESPONDERS FIRST.**

1. Peer Support Team Training, Development, and Oversight – CITY shall pay to FIRST RESPONDERS FIRST between one hundred and fifty dollars (\$150) and two hundred and fifty dollars (\$250) per hour, the latter for formalized training.
2. Semi-Annual Assessment and Check-Ins – CITY shall pay FIRST RESPONDERS FIRST one hundred and fifty dollars (\$150) per hour. Material expenses (i.e., printed copies) will be paid for by CITY as well preparation and travel time, if any, at the hourly rate.
3. Training – CITY shall pay FIRST RESPONDERS FIRST two hundred and fifty dollars (\$250) per hour. Preparation time, if any, will be paid at the hourly rate of one hundred and fifty dollars (\$150) per hour. This includes group counseling or group psychoeducation costs as well. Should individuals attend training hosted by another agency or participate in day-long or multi-day training, the individual participant rate of that particular training will apply (e.g., a two-day training course may be based on a per student rate).
4. 24/7 Support – CITY shall pay FIRST RESPONDERS FIRST three hundred (\$300) per month per entity/department and agree to one year. For purposes of

this Agreement and budget management purposes, CITY can end support at the fiscal year, if desired.

5. 24/7 Crisis and Trauma Support – CITY shall pay FIRST RESPONDERS FIRST seventy-five dollars (\$75) per hour not to exceed (\$600) per for any crisis and trauma support from CITY employees, retirees, or family members.
6. Post Critical Incident Intervention – CITY shall pay FIRST RESPONDERS FIRST three hundred dollars (\$300) an hour for emergency call-outs requiring a response, as well as other interventions, such as debriefings and crisis intervention under CISM.
7. Coaching or Peer Counseling – CITY shall pay FIRST RESPONDERS FIRST forty-five dollars (\$45) for thirty minutes of coaching.
8. Individual and/or Couples Counseling – CITY shall pay FIRST RESPONDERS FIRST one hundred and fifty dollars (\$150) per hour for confidential counseling services. This may include counseling for members, spouses, retirees, and retiree spouses.

*Note:* When applicable, travel time, mileage, per diem, and hotel expenses may apply.

Nothing in this Agreement shall be construed to mandate FIRST RESPONDERS FIRST to see CITY employees, couples, family members, or retirees, although the law mandates that services which FIRST RESPONDERS FIRST offers must be provided to them. CITY employees, couples, family members, or retirees are also not mandated to see FIRST RESPONDERS FIRST staff for individual, couple, family, or group counseling needs. FIRST RESPONDERS FIRST may recommend outside therapists or counseling or in-patient facilities where outside recommendation is in the best interest of the person or persons seeking mental health services or a fit for duty assessment for discipline. When outside referrals are given, these will not be paid for or contracted by FIRST RESPONDERS FIRST and FIRST RESPONDERS FIRST takes no responsibility for the actions or practices of such suggested referrals.

### **SECTION III:**

#### **A. Termination of Agreement.**

This Agreement may be terminated by FIRST RESPONDERS FIRST upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of FIRST RESPONDERS FIRST. CITY may terminate this Agreement with thirty (30) days' notice without cause and without further liability to FIRST RESPONDERS FIRST.

#### **B. Extent of Agreement.**

This Agreement may be amended only by written instrument signed by both parties hereto. The term of this agreement shall be for 12 months from date of signing and reviewed prior to extension.

#### C. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay FIRST RESPONDERS FIRST for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

#### D. Indemnification.

FIRST RESPONDERS FIRST agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of FIRST RESPONDERS FIRST in the performance of professional services under this Agreement, to the extent that FIRST RESPONDERS FIRST is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between FIRST RESPONDERS FIRST and CITY. FIRST RESPONDERS FIRST shall not be obligated to indemnify CITY for CITY's sole negligence.

#### E. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

#### F. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Utah. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Utah, in and for the County of Davis.

#### G. Binding of Successors.

CITY and FIRST RESPONDERS FIRST each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

#### H. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. FIRST RESPONDERS FIRST may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express



authorization of CITY. Any such subcontract or assignee shall be bound by all the terms and conditions of this Agreement as if named specifically herein.

I. Ownership and Publication of Materials.

CITY and FIRST RESPONDERS FIRST agree that CITY, with this Agreement, acquires the right to use all reports, information, data, and other materials prepared by FIRST RESPONDERS FIRST pursuant to this Agreement, except for reports or information that may be protected by the Health Insurance Portability and Accountability Act (HIPAA) or counselor-client privilege, and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain FIRST RESPONDERS FIRST from using materials for other trainings or projects with other entities.

J. Non-discrimination.

FIRST RESPONDERS FIRST shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

K. Logos and Marketing.

FIRST RESPONDERS FIRST may use CITY police and fire departments names and logos for marketing or advertising purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day, month and year first written above.

ATTEST:

“CITY”

City of South Ogden, Utah

By \_\_\_\_\_

By \_\_\_\_\_

Print \_\_\_\_\_

Print \_\_\_\_\_

“FIRST RESPONDERS FIRST”

By \_\_\_\_\_

Jeffrey J. Denning

# STAFF REPORT



**SUBJECT:** Resolution 23-11 - Axon Contract  
**AUTHOR:** Chief Parke Police  
**DEPARTMENT:** March 21, 2023  
**DATE:**

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## RECOMMENDATION

I recommend the council approve contracts with Axon for the on-going use of body worn cameras, car cameras, related hardware and software, storage, licensing, training, and upgrades.

## BACKGROUND

Scrutiny of police activity by the public has increased over the past decade, particularly in use of force situations. Advances in technology led to the development of officer body worn cameras, and in-car dash camera systems to record audio and video of police actions. Departments having cameras recording officers has become an industry standard, and an expectation from the public.

The department first began using car cameras in 1997 and body cameras in 2018. The police department uses body worn cameras and dash cameras in patrol cars made by Axon. The 5-year contracts with Axon will expire in the coming months. Quotes for the new body and car camera contracts were obtained.

## ANALYSIS

Axon is the parent company of Taser and produces body worn and in-car dash cameras. Axon's system links the various devices via Bluetooth. If an officer turns on their Taser, it will activate Axon cameras in close proximity to begin recording. The Axon system coordinates storage of Taser training and use, and camera footage. Current contracts with Axon were signed in 2018 and are in effect for 5 years. The annual expense for the current contracts is \$22,586.23. Total expense for the five years is \$112,931.15.

The rotation of our patrol fleet coincides with car camera replacement. This is done so that they can be installed at the same time as other equipment in the new cars, which entails a major dismantling of the vehicle. Axon advised us the wait time for car cameras is currently between 10 and 12 months, and the wait time for body cameras is a few weeks. By ordering now we will receive the body cameras in the current budget year. A payment of \$7,000 would need to be made in the current budget. I have written a grant for firearms related expenses and am awaiting notice on it. If awarded, I will use previously identified funds for the noted firearms expenses to help make this payment. I intend to pay the remaining \$2,062.50 with current funds from other accounts. If I am unable to secure the grant funding, or reallocate sufficient funds from line items, the council will need to allocate funding for the balance. Car cameras would not begin to

be billed until delivery. Payment for the body and car cameras and attending equipment would need to be budgeted into the city's next five years budgets in the amount of \$61,387.46.

I consulted our Fleet Manager, Garth Hadfield, regarding our patrol fleet rotation scheduled for FY 2024. After review, he believes we can retain the fleet one more year due to the lack of activity/ use during 2020 due to the virus and lockdowns. By placing our camera orders now, the car cameras would be delivered just ahead of the new fleet for FY 2025.

The cameras are new models with new capabilities. The cameras can be accessed for remote live viewing, and GPS coordinates from a separate location via phone or computer by administration. These features are an option with the body cameras and a standard feature with car cameras. There is an Auto-Transcribe function available as well. In evaluating the cost-benefit of these features, I decided to remove them from the body cameras, and contract. I am also reducing the number of user licenses from 28 to 22. This reduced the cost by \$61,840.24.

I located a federal matching funds grant for body worn cameras. It will award up to \$2,000.00 per camera and related necessary equipment. If we are successful, we are eligible for up to \$44,000. Applications are due by April 4, 2023. Award notification is prior to September 30, 2023. Axon has also given us \$129,366.23 in discounts. They are also giving a credit of \$12,331.80 for the remainder of the current contract, and we will use that in the July payment.

Reductions in features and licenses, and taking discounts and potential grant money into account reduces the total cost by \$250,520.23. Note- the grant award is unknown at this time.

Original quotes vs current quote:

Body cameras- MSRP Originally \$279,996.40, MSRP Currently \$202,842.40, After Discounts \$142,995.97; price reduction \$137,000.43, reductions plus grant money = \$181,000.43

Car cameras- MSRP Originally 228,129.80, After Discounts 158,610.00; discounts \$69,519.80

Combined Body and Car cost reductions, discounts, and grant money savings = \$250,520.23

Cameras are a crucial part of police work. They often are necessary to clearly understand an event and address public inquiry. The police department has worked with Axon to receive discounts, eliminated some features and licenses, and written a grant in order to reduce the expense to the city as much as possible, while still achieving a realistic outcome.

Over the past five years the expense of the body and car camera programs have risen.

## **SIGNIFICANT IMPACTS**

Total expense for the camera programs is \$301,605.97. The five annual payments beginning in FY 2024 are \$61,387.51. If the \$44,000.00 grant is awarded those funds would be used toward these payments.



## ATTACHMENTS

Body Worn Camera Quote, and Fleet Camera Quote



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

**Q-462442-44998.921TC**

Issued: 03/13/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 05/01/2023

Account Number: 112149

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
3950 Adams Ave 3950 Adams Ave Ogden, UT 84403-2113 USA	South Ogden Police Department - UT 3950 Adams Ave Ogden, UT 84403-2113 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Cole Phone: (480) 463-2200 Email: tcole@taser.com Fax: 480-463-2200	Darin Parke Phone: (801) 622-2800 Email: dparke@southogdencity.com Fax: (801) 622-2817

## Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$142,995.97</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$142,995.97</b>

## Discount Summary

Average Savings Per Year	\$14,846.41
<b>TOTAL SAVINGS</b>	<b>\$74,232.03</b>

## Payment Summary

Date	Subtotal	Tax	Total
Apr 2023	\$7,000.00	\$0.00	\$7,000.00
May 2023	(\$12,331.80)	\$0.00	(\$12,331.80)
Jul 2023	\$29,665.58	\$0.00	\$29,665.58
Jul 2024	\$29,665.58	\$0.00	\$29,665.58
Jul 2025	\$29,665.57	\$0.00	\$29,665.57
Jul 2026	\$29,665.57	\$0.00	\$29,665.57
Jul 2027	\$29,665.47	\$0.00	\$29,665.47
<b>Total</b>	<b>\$142,995.97</b>	<b>\$0.00</b>	<b>\$142,995.97</b>

Quote Unbundled Price:	\$217,228.00
Quote List Price:	\$202,842.40
Quote Subtotal:	\$142,995.97

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$12,331.80)	(\$12,331.80)	\$0.00	(\$12,331.80)
BWCamTAP	Body Worn Camera TAP Bundle	28	60	\$35.80	\$32.50	\$28.27	\$47,493.60	\$0.00	\$47,493.60
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	60	\$70.49	\$34.66	\$30.15	\$7,236.00	\$0.00	\$7,236.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	60	\$13.94	\$11.92	\$10.37	\$1,244.40	\$0.00	\$1,244.40
<b>A la Carte Hardware</b>									
AB31BD	AB3 1-Bay Dock Bundle	2			\$229.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	22			\$749.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	4			\$1,595.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	6			\$749.00	\$651.63	\$3,909.78	\$0.00	\$3,909.78
<b>A la Carte Software</b>									
73682	AUTO TAGGING LICENSE	28	60		\$9.76	\$8.49	\$14,265.16	\$0.00	\$14,265.16
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	28	60		\$26.04	\$22.65	\$38,060.12	\$0.00	\$38,060.12
73478	REDACTION ASSISTANT USER LICENSE	28	60		\$9.76	\$8.49	\$14,265.16	\$0.00	\$14,265.16
BasicLicense	Basic License Bundle	22	60		\$16.87	\$14.14	\$18,661.50	\$0.00	\$18,661.50
ProLicense	Pro License Bundle	4	60		\$42.91	\$36.76	\$8,821.80	\$0.00	\$8,821.80
<b>A la Carte Services</b>									
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$1,370.25	\$1,370.25	\$0.00	\$1,370.25
<b>Total</b>							<b>\$142,995.97</b>	<b>\$0.00</b>	<b>\$142,995.97</b>



## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	2	04/01/2023
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	2	04/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	25	04/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	7	04/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	22	04/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	6	04/01/2023
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	25	04/01/2023
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	7	04/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4	04/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	4	04/01/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	10/01/2025
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	2	10/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	28	10/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	04/01/2028
Body Worn Camera Single-Bay Dock TAP Bundle	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	2	04/01/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	28	04/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	22	05/01/2023	04/30/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	22	05/01/2023	04/30/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	05/01/2023	04/30/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	05/01/2023	04/30/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	28	05/01/2023	04/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	28	05/01/2023	04/30/2028
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	28	05/01/2023	04/30/2028

### Services

Bundle	Item	Description	QTY
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	28	05/01/2023	04/30/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	04/01/2024	04/30/2028
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	2	04/01/2024	04/30/2028

## Payment Details

### Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Payment 1	73478	REDACTION ASSISTANT USER LICENSE	28	\$642.87	\$0.00	\$642.87
Year 1 - Payment 1	73682	AUTO TAGGING LICENSE	28	\$642.87	\$0.00	\$642.87
Year 1 - Payment 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	28	\$1,715.22	\$0.00	\$1,715.22
Year 1 - Payment 1	80146	VIRTUAL BODYCAM STARTER	1	\$61.75	\$0.00	\$61.75
Year 1 - Payment 1	AB31BD	AB3 1-Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 1 - Payment 1	AB3C	AB3 Camera Bundle	22	\$0.00	\$0.00	\$0.00
Year 1 - Payment 1	AB3C	AB3 Camera Bundle	6	\$176.20	\$0.00	\$176.20
Year 1 - Payment 1	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 1 - Payment 1	BasicLicense	Basic License Bundle	22	\$841.00	\$0.00	\$841.00
Year 1 - Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$326.10	\$0.00	\$326.10
Year 1 - Payment 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$56.09	\$0.00	\$56.09
Year 1 - Payment 1	BWCamTAP	Body Worn Camera TAP Bundle	28	\$2,140.34	\$0.00	\$2,140.34
Year 1 - Payment 1	ProLicense	Pro License Bundle	4	\$397.56	\$0.00	\$397.56
<b>Total</b>				<b>\$7,000.00</b>	<b>\$0.00</b>	<b>\$7,000.00</b>

### May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$12,331.80)	\$0.00	(\$12,331.80)
<b>Total</b>				<b>(\$12,331.80)</b>	<b>\$0.00</b>	<b>(\$12,331.80)</b>

### Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Payment 2	73478	REDACTION ASSISTANT USER LICENSE	28	\$2,724.46	\$0.00	\$2,724.46
Year 1 - Payment 2	73682	AUTO TAGGING LICENSE	28	\$2,724.46	\$0.00	\$2,724.46
Year 1 - Payment 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	28	\$7,268.98	\$0.00	\$7,268.98
Year 1 - Payment 2	80146	VIRTUAL BODYCAM STARTER	1	\$261.70	\$0.00	\$261.70
Year 1 - Payment 2	AB31BD	AB3 1-Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 1 - Payment 2	AB3C	AB3 Camera Bundle	22	\$0.00	\$0.00	\$0.00
Year 1 - Payment 2	AB3C	AB3 Camera Bundle	6	\$746.72	\$0.00	\$746.72
Year 1 - Payment 2	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 1 - Payment 2	BasicLicense	Basic License Bundle	22	\$3,564.11	\$0.00	\$3,564.11
Year 1 - Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,381.99	\$0.00	\$1,381.99
Year 1 - Payment 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$237.66	\$0.00	\$237.66
Year 1 - Payment 2	BWCamTAP	Body Worn Camera TAP Bundle	28	\$9,070.65	\$0.00	\$9,070.65
Year 1 - Payment 2	ProLicense	Pro License Bundle	4	\$1,684.85	\$0.00	\$1,684.85
<b>Total</b>				<b>\$29,665.58</b>	<b>\$0.00</b>	<b>\$29,665.58</b>

### Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73478	REDACTION ASSISTANT USER LICENSE	28	\$2,724.46	\$0.00	\$2,724.46
Year 2	73682	AUTO TAGGING LICENSE	28	\$2,724.46	\$0.00	\$2,724.46

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	28	\$7,268.98	\$0.00	\$7,268.98
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$261.70	\$0.00	\$261.70
Year 2	AB31BD	AB3 1-Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	AB3C	AB3 Camera Bundle	22	\$0.00	\$0.00	\$0.00
Year 2	AB3C	AB3 Camera Bundle	6	\$746.72	\$0.00	\$746.72
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	22	\$3,564.11	\$0.00	\$3,564.11
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,381.99	\$0.00	\$1,381.99
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$237.66	\$0.00	\$237.66
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	28	\$9,070.65	\$0.00	\$9,070.65
Year 2	ProLicense	Pro License Bundle	4	\$1,684.85	\$0.00	\$1,684.85
<b>Total</b>				<b>\$29,665.58</b>	<b>\$0.00</b>	<b>\$29,665.58</b>

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73478	REDACTION ASSISTANT USER LICENSE	28	\$2,724.46	\$0.00	\$2,724.46
Year 3	73682	AUTO TAGGING LICENSE	28	\$2,724.46	\$0.00	\$2,724.46
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	28	\$7,268.98	\$0.00	\$7,268.98
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$261.70	\$0.00	\$261.70
Year 3	AB31BD	AB3 1-Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	AB3C	AB3 Camera Bundle	22	\$0.00	\$0.00	\$0.00
Year 3	AB3C	AB3 Camera Bundle	6	\$746.72	\$0.00	\$746.72
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	22	\$3,564.10	\$0.00	\$3,564.10
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,381.99	\$0.00	\$1,381.99
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$237.66	\$0.00	\$237.66
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	28	\$9,070.65	\$0.00	\$9,070.65
Year 3	ProLicense	Pro License Bundle	4	\$1,684.85	\$0.00	\$1,684.85
<b>Total</b>				<b>\$29,665.57</b>	<b>\$0.00</b>	<b>\$29,665.57</b>

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73478	REDACTION ASSISTANT USER LICENSE	28	\$2,724.46	\$0.00	\$2,724.46
Year 4	73682	AUTO TAGGING LICENSE	28	\$2,724.46	\$0.00	\$2,724.46
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	28	\$7,268.98	\$0.00	\$7,268.98
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$261.70	\$0.00	\$261.70
Year 4	AB31BD	AB3 1-Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	AB3C	AB3 Camera Bundle	22	\$0.00	\$0.00	\$0.00
Year 4	AB3C	AB3 Camera Bundle	6	\$746.72	\$0.00	\$746.72
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	22	\$3,564.10	\$0.00	\$3,564.10
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,381.99	\$0.00	\$1,381.99
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$237.66	\$0.00	\$237.66
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	28	\$9,070.65	\$0.00	\$9,070.65
Year 4	ProLicense	Pro License Bundle	4	\$1,684.85	\$0.00	\$1,684.85



Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$29,665.57	\$0.00	\$29,665.57

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73478	REDACTION ASSISTANT USER LICENSE	28	\$2,724.45	\$0.00	\$2,724.45
Year 5	73682	AUTO TAGGING LICENSE	28	\$2,724.45	\$0.00	\$2,724.45
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	28	\$7,268.98	\$0.00	\$7,268.98
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$261.70	\$0.00	\$261.70
Year 5	AB31BD	AB3 1-Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	AB3C	AB3 Camera Bundle	22	\$0.00	\$0.00	\$0.00
Year 5	AB3C	AB3 Camera Bundle	6	\$746.70	\$0.00	\$746.70
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 5	BasicLicense	Basic License Bundle	22	\$3,564.08	\$0.00	\$3,564.08
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,381.94	\$0.00	\$1,381.94
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$237.67	\$0.00	\$237.67
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	28	\$9,070.66	\$0.00	\$9,070.66
Year 5	ProLicense	Pro License Bundle	4	\$1,684.84	\$0.00	\$1,684.84
Total				\$29,665.47	\$0.00	\$29,665.47

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #17797. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

## Exceptions to Standard Terms and Conditions

Agency has existing contract #17796/17797 (originated via Q-161390) and is terminating that contract upon the new license start date (5/1/2023) of this quote.

The parties agree that Axon is granting a refund of \$12,331.80 to refund paid, but undelivered services. This discount is based on a ship date range of 4/1/2023 - 4/15/2023, resulting in a 5/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

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Signature

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Date Signed

3/13/2023







**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-462428-44991.693TC

Issued: 03/06/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 112149

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
3950 Adams Ave 3950 Adams Ave Ogden, UT 84403-2113 USA	South Ogden Police Department - UT 3950 Adams Ave Ogden, UT 84403-2113 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Cole Phone: (480) 463-2200 Email: tcole@taser.com Fax: 480-463-2200	Darin Parke Phone: (801) 622-2800 Email: dparke@southogdencity.com Fax: (801) 622-2817

## Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$158,610.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$158,610.00</b>

## Discount Summary

Average Savings Per Year	\$21,156.16
<b>TOTAL SAVINGS</b>	<b>\$105,780.80</b>

## Payment Summary

Date	Subtotal	Tax	Total
Dec 2023	\$31,722.04	\$0.00	\$31,722.04
Dec 2024	\$31,721.99	\$0.00	\$31,721.99
Dec 2025	\$31,721.99	\$0.00	\$31,721.99
Dec 2026	\$31,721.99	\$0.00	\$31,721.99
Dec 2027	\$31,721.99	\$0.00	\$31,721.99
<b>Total</b>	<b>\$158,610.00</b>	<b>\$0.00</b>	<b>\$158,610.00</b>

Quote Unbundled Price:	\$264,390.80
Quote List Price:	\$228,129.80
Quote Subtotal:	\$158,610.00

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
Fleet3ARe	Fleet 3 Advanced Renewal	17	60	\$214.29	\$178.74	\$155.50	\$158,610.00	\$0.00	\$158,610.00
<b>A la Carte Hardware</b>									
72036	FLEET 3 STANDARD 2 CAMERA KIT	17			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$158,610.00</b>	<b>\$0.00</b>	<b>\$158,610.00</b>



## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	17	12/01/2023
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	17	12/01/2028

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	17	01/01/2024	12/31/2028
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	17	01/01/2024	12/31/2028
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	17	01/01/2024	12/31/2028
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	34	01/01/2024	12/31/2028

### Services

Bundle	Item	Description	QTY
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	17

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	17	12/01/2024	12/31/2028

## Payment Details

### Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	17	\$0.00	\$0.00	\$0.00
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	17	\$31,722.04	\$0.00	\$31,722.04
<b>Total</b>				<b>\$31,722.04</b>	<b>\$0.00</b>	<b>\$31,722.04</b>

### Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	17	\$0.00	\$0.00	\$0.00
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	17	\$31,721.99	\$0.00	\$31,721.99
<b>Total</b>				<b>\$31,721.99</b>	<b>\$0.00</b>	<b>\$31,721.99</b>

### Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	17	\$0.00	\$0.00	\$0.00
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	17	\$31,721.99	\$0.00	\$31,721.99
<b>Total</b>				<b>\$31,721.99</b>	<b>\$0.00</b>	<b>\$31,721.99</b>

### Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	17	\$0.00	\$0.00	\$0.00
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	17	\$31,721.99	\$0.00	\$31,721.99
<b>Total</b>				<b>\$31,721.99</b>	<b>\$0.00</b>	<b>\$31,721.99</b>

### Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	17	\$0.00	\$0.00	\$0.00
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	17	\$31,721.99	\$0.00	\$31,721.99
<b>Total</b>				<b>\$31,721.99</b>	<b>\$0.00</b>	<b>\$31,721.99</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



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Signature

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Date Signed

3/6/2023



## **FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and South Ogden Police Department - UT the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

### **Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

### **Local Computer**



AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

### **Evidence.com**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

### **VEHICLE INSTALLATION**

### **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.



The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

**Resolution No. 23-11**

**RESOLUTION OF SOUTH OGDEN CITY AUTHORIZING AN  
AMENDMENT TO AN AGREEMENT WITH AXON ENTERPRISES  
INC. FOR BODY CAMERAS, DASH CAMERAS, AND DIGITAL  
STORAGE, AND PROVIDING THAT THIS RESOLUTION SHALL  
BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL  
PASSAGE.**

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

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

**WHEREAS**, the City Council finds it necessary to address certain Body Camera, Dash Camera, and Digital Storage needs within the city; and,

**WHEREAS**, the City Council finds that city staff has reviewed and studied this matter and recommends that the city council authorize an agreement with Axon Enterprises Inc. for the provision of Body Cameras, Dash Cameras, and Digital Storage; and,

**WHEREAS**, the City Council finds that Axon Enterprises Inc. has demonstrated the professional ability to provide for these services to meet the city's Body Camera, Dash Camera, and Digital Storage needs; and,

**WHEREAS**, the City Council finds that City now desires to approve these ends by authorizing an agreement with Axon Enterprises Inc.; 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 "**Master Services and Purchasing Agreement for Agency**" For The Body Cameras, Dash Cameras, And Digital Storage, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby

Approved And Adopted For The Provision Of Materials And Services From Axon Enterprises Inc.; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

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

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

This Resolution shall be effective on the 1<sup>st</sup> of September, 2018, 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 21<sup>st</sup> of March, 2023.

**SOUTH OGDEN CITY**, a municipal corporation

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Russell Porter, Mayor

Attested

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Leesa Kapetanov, CMC  
City Recorder



## **Attachment “A”**

### **Resolution No. 23-11**

Resolution Of South Ogden City Authorizing An Amendment To An Agreement With Axon Enterprises Inc. For Body Cameras, Dash Cameras, And Digital Storage, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

21 Mar 23



## Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Public Safety Australia Pty Ltd ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

### 1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

### 2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

### 3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

### 4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

### 5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

### 6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

### 7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind,**



either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon





## Master Services and Purchasing Agreement for Agency

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Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
  - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
  - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
  - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the



## Master Services and Purchasing Agreement for Agency

other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

### 18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Public Safety Australia Pty Ltd  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
[legal@axon.com](mailto:legal@axon.com)

Agency: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Email \_\_\_\_\_

- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



## Master Services and Purchasing Agreement for Agency

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Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

### **Axon Public Safety Australia Pty Ltd**

Signature: \_\_\_\_\_

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

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

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

### **Agency**

Signature: \_\_\_\_\_

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

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

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



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## Axon Cloud Services Terms of Use Appendix

### 1. **Definitions.**

- 1.1. “**Agency Content**” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. “**Evidence**” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. “**Non-Content Data**” is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. “**Personal Data**” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (“**TASER Data**”). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
  - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
  - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.





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7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
  8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
  9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For Australian agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within Australia. Ownership of Agency Content remains with Agency.
  10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
  11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
  12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
    - 12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")
    - 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
    - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
    - 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
  13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
    - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
    - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
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- 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
  15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
  16. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



## Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

<b>System set up and configuration</b> <ul style="list-style-type: none"><li>• Instructor-led setup of Axon View on smartphones (if applicable)</li><li>• Configure categories and custom roles based on Agency need</li><li>• Register cameras to Agency domain</li><li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li><li>• One on-site session included</li></ul>
<b>Dock configuration</b> <ul style="list-style-type: none"><li>• Work with Agency to decide the ideal location of Docks and set configurations on Dock</li><li>• Authenticate Dock with Axon Evidence using admin credentials from Agency</li><li>• On-site assistance, not to include physical mounting of docks</li></ul>
<b>Best practice implementation planning session</b> <ul style="list-style-type: none"><li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies</li><li>• Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management</li><li>• Provide referrals of other agencies using the Axon camera devices and Axon Evidence</li><li>• Recommend rollout plan based on review of shift schedules</li></ul>
<b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
<b>Axon instructor training (Train the Trainer)</b> Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
<b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
<b>End user go-live training and support sessions</b> <ul style="list-style-type: none"><li>• Assistance with device set up and configuration</li><li>• Training on device use, Axon Evidence, and Evidence Sync</li></ul>
<b>Implementation document packet</b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
<b>Post go-live review</b>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

<b>System set up and configuration (Remote Support)</b> <ul style="list-style-type: none"><li>• Instructor-led setup of Axon View on smartphones (if applicable)</li></ul>
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## Master Services and Purchasing Agreement for Agency

- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock (“**Dock**”) access

### **/Dock configuration**

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency
- Does not include physical mounting of docks

### **Axon instructor training (Train the Trainer)**

Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

### **End user go-live training and support sessions**

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### **Implementation document packet**

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

### **System set up and configuration**

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### **Dedicated Project Manager**

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

### **Best practice implementation planning session to include:**

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### **System Admin and troubleshooting training sessions**

On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### **Axon Evidence Instructor training**

- Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

### **TASER CEW inspection and device assignment**

Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

### **Post go-live review**

**For the CEW Full Service Package:** On-site assistance included.  
**For the CEW Starter Package:** Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

### **Archival of CEW Firing Logs**

Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW





## Master Services and Purchasing Agreement for Agency

Smart Weapons that Agency is replacing with newer Smart Weapon models.

### **Return of Old Weapons**

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.  
Axon will provide Agency with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount

Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount

Reattachment of the holster to the mount using appropriate screws

Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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## Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote and such programs are available in the applicable country, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“**OSP**”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote (“**OSP 7 Term**”).
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



### TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<b><u>Agency Size</u></b>	<b><u>Days to Return from Start Date of TASER 7 Subscription</u></b>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
8. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
  - 8.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
  - 8.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
  - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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**Axon Auto-Tagging Appendix**

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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**Axon Fleet Appendix**

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
  - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
  - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the “Fleet Technology Assurance Plan” (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware (“**Axon Fleet Upgrade**”) as schedule on the Quote.
- 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
- 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency’s Fleet subscription for non-payment. Upon any termination:
- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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## Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in Australia. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



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### Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
  - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.





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### Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
  - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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## Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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### Axon Commander™ Software Appendix

This Appendix applies if Axon Commander is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
  - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
  - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Commander;
  - 3.6. resell, rent, loan or sublicense Commander;
  - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



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## Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

### 2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

### 3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

### 4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

### 5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
  - 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
  - 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 5.8. misrepresent the source or ownership; or
  - 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

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## Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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## Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
  - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
  - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
  - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
  - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
  - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 8.4. Ensure all appropriate data backups are performed;
  - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
  - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and



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- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



## Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“ASE”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2. **Full-Time ASE Scope of Services.**

- 2.1. A Full-Time ASE will work on-site four (4) days per week.
- 2.2. Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.
- 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

- 2.4. The Full-Time ASE **Service options are listed below:**

### Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks  
 Maintaining Agency’s Axon Evidence account  
 Connecting Agency to “Early Access” programs for new devices

### Account Maintenance

Conducting on-site training on new features and devices for Agency leadership team(s)  
 Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program  
 Conducting weekly meetings to cover current issues and program status

### Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows  
 Comparing Agency’s Axon usage and trends to peers to establish best practices  
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

### Direct Support

Providing on-site, tier 1 and tier 2 technical support for Axon devices  
 Proactively monitoring the health of Axon equipment  
 Creating and monitoring RMAs on-site  
 Providing Axon app support  
 Monitoring and testing new firmware and workflows before they are released to Agency’s production environment

### Agency Advocacy

Coordinating bi-annual voice of customer meetings with Axon’s Device Management team  
 Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**

- 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
- 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.
- 3.4. The Regional ASE service options are listed below:

**Account Maintenance**

Conducting remote training on new features and devices for Agency's leadership  
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program  
Conducting weekly conference calls to cover current issues and program status  
Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

**Direct Support**

Providing remote, tier 1 and tier 2 technical support for Axon devices  
Creating and monitoring RMAs remotely

**Data Analysis**

Providing quarterly Axon usage data to identify trends and program efficiency opportunities  
Comparing an Agency's Axon usage and trends to peers to establish best practices  
Proactively monitoring the health of Axon equipment and coordinating returns when needed

**Agency Advocacy**

Coordinating bi-yearly Voice of Agency meetings with Device Management team  
Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



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### Video Integration Suite (VIS) Appendix

If the Quote includes Axon's On Prem Video Integration Suite ("VIS") product and VIS is available in country, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the VIS software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.



## Master Services and Purchasing Agreement for Agency

9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Cradlepoint is a trademark of Cradlepoint, Inc., and LTE is a trademark of the European Telecommunications Standards Institute.

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