



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

TUESDAY, DECEMBER 19, 2023, 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, December 19, 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

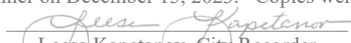
II. REVIEW OF AGENDA

III. DISCUSSION ITEMS

A. Follow-up on RAMP Grants

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 December 15, 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.



NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, DECEMBER 19, 2023, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, December 19, 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.

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 Smyth

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

III. RESPONSE TO PUBLIC COMMENT

IV. CONSENT AGENDA

- A. Approval of December 5, 2023 Council Minutes

V. DISCUSSION / ACTION ITEMS

- A.** Consideration of **Ordinance 23-22** – Establishing the 2024 City Council Meeting Schedule
- B.** Consideration of **Ordinance 23-23** – Amending South Ogden City Code 6-1-5 Concerning Parking Regulations
- C.** Consideration of **Resolution 23-48** – Approving an Agreement With Spohn Ranch for Construction of 40th Street Skate Park

VI. RECESS INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING
See separate agenda

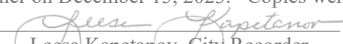
VII. RECONVENE SOUTH OGDEN CITY COUNCIL MEETING

VIII. REPORTS/DIRECTION TO CITY MANAGER

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

IX. ADJOURN

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Leesa Kapetanov, City Recorder

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

TUESDAY, DECEMBER 5, 2023

WORK SESSION – 5 PM IN EOC 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, and Mike Howard

COUNCIL MEMBERS EXCUSED

Jeanette Smyth

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, and Recorder Leesa Kapetanov

OTHERS PRESENT

Matt Flitton and Matt Robertson, representatives of area youth soccer programs

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

https://cms7files.revize.com/southogden/document_center/Sound%20Files/2023/CC231205_1801.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 5:03 pm and entertained a motion to begin
00:00:00

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

Mayor Porter excused Council Member Smyth who was not feeling well.

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II. REVIEW OF AGENDA

- No one requested a review of agenda items

III. DISCUSSION ITEMS

Review of RAMP Grant Projects

- City Manager Matthew Dixon gave an overview of the grant process
00:00:55
- Public Works Director Jon Andersen discussed projects for which application might be made. The discussion included a handout. See Attachment A.
00:04:23
- Discussion 00:09:27
- Comments by Matt Flitton and Matt Robertson concerning a soccer field by Burch Creek Park
00:12:31
- Continuing discussion by Council
00:17:02
- The consensus of the Council was that staff should prepare a major grant proposal for Meadows Park that included letters of support from other communities
- Comments by Matt Flitton about revising their proposal for a soccer field based on the amount of matching funds the City could contribute
00:46:03

IV. ADJOURN

- At 5:54 pm, Mayor Porter called for a motion to adjourn the work session

Council Member Howard so moved, followed by a second from Council Member Orr. All present voted aye. 00:51:51

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS EXCUSED

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, Deputy Fire Chief Brandon Storey, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

Doug Stephens, Celecia Peterson, Christopher Pruess, and friends and family of Firefighter Corbin Hunt

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

https://cms7files.revize.com/southogden/document_center/Sound%20Files/2023/CC231205_1901.mp3

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

I. OPENING CEREMONY

A. Call To Order

- Mayor Porter called the meeting to order at 6:03 pm. He excused Council Member Smyth who was ill then called for a motion to open the meeting.

00:00:00

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

B. Prayer/Moment of Silence

- The mayor led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Howard led everyone in the Pledge of Allegiance

114 **II. RECOGNITION OF EMPLOYEES**

115 Promotion of Corbin Hunt to Fire Engineer

- 116 • Fire Chief Cameron West presented Mr. Hunt's engineer badge to Mr. Hunt's wife, who pinned
117 it to his dress uniform. Photos were then taken with the Mayor and City Council

118 00:01:07
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121 **III. PUBLIC COMMENT**

- 122 • There were no in-chambers public comments at this time
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126 **IV. RESPONSE TO PUBLIC COMMENT**

- 127 • Not applicable at this time
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131 **V. CONSENT AGENDA**

132 A. Approval of November 7, 2023 Minutes

133 B. Approval of Class C Beer License for Maria's Mexican Restaurant Located at 1479 E 5600 S

134 C. Approval of Class B Beer License for Gas Stop Convenience Store Located at 925 Chambers
135 Street

136 D. Approval of Class A Beer License for Salon Para Fiestas Sierra Located at 3833 Washington
137 Boulevard

- 138 • Mayor Porter read through the consent agenda and asked if there were any questions or
139 concerns. A few council members had questions about the beer license review process.

140 00:04:06

- 141 • The mayor called for a motion to approve the consent agenda

142 00:08:13
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144 **Council Member Howard so moved. The motion was seconded by Council Member Strate.**
145 **Council Members Orr, Strate, Stewart, and Howard all voted aye.**
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- 148 • Mayor Porter allowed a public comment from the audience

- 149 • Christopher Pruess 00:08:26 Apologized to Connexx for blaming them at a pre-
150 vious meeting for a utility box in his yard. The
151 box belonged to Century Link.
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VI. DISCUSSION/ACTION ITEMS

A. Consideration of Ordinance 23-22 – Amending SOCC 10-14-23 To Allow Internal, Attached, and Detached Accessory Dwelling Units

- Staff overview 00:10:08
- Questions/Discussion 00:11:42
- Mayor Porter called for a motion to adopt Ordinance 23-22 00:24:42

Council Member Howard so moved. The motion was seconded by Council Member Strate. The mayor asked if there was further discussion and seeing none, he made a roll call vote:

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

The motion stood.

B. Consideration of Resolution 23-44 – Approving an Interlocal Agreement for Paramedic Aboard Fees

- Overview by Fire Chief Cameron West 00:25:13
- The mayor announced there had been no online public comments 00:25:25
- Questions/discussion 00:26:13
- The mayor called for a motion to approve Resolution 23-44 00:27:16

Council Member Orr so moved. Council Member Stewart seconded the motion. The mayor called the vote:

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

Resolution 23-44 was approved.

C. Consideration of **Resolution 23-45** – Authorizing the Re-Certification Process For the City’s Justice Court

- Staff overview by Assistant City Manager Doug Gailey
00:27:34
- Questions/Discussion 00:28:26
- Mayor Porter called for a motion to approve Resolution 23-45
00:29:08

**Council Member Strate so moved, followed by a second from Council Member Howard.
The mayor made a roll call vote:**

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

The court recertification was approved.

D. Consideration of **Resolution 23-46** – Canvassing the South Ogden 2023 General Election

- Explanation and review of election numbers including counted and non-counted votes by City Recorder Leesa Kapetanov
00:29:25
- There was no discussion on this item
- Mayor Porter called for a motion to approve Resolution 23-46, canvassing the election and declaring Doug Stephens, Jeremy Howe, and Jeanette Smyth as the new council members
00:38:53

**Council Member Strate so moved, followed by a second from Council Member Howard.
The mayor made a roll call vote:**

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

The 2023 General Election was canvassed.

VII. DISCUSSION ITEM

Boundary Placement Between City Center Core, City Center General, and Edge Subdistricts

- Staff overview by City Manager Dixon
00:39:17

- Discussion 00:41:49
- Mayor Porter stated there was not enough support from the Council to make any change 01:17:45

VIII. REPORTS/DIRECTION TO CITY MANAGER

A. City Council Members

- Council Member Stewart- 01:18:17
- Council Member Howard- 01:19:28
- Council Member Strate- 01:20:31
- Council Member Orr- 01:21:44

B. City Manager- 01:26:32

C. Mayor- 01:31:58

VI. ADJOURN

- At 7:39 pm, the mayor called for a motion to adjourn. 01:35:33

Council Member Orr so moved. Council Member Strate seconded the motion. The voice vote was unanimous in favor of the motion.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session and Council Meeting held Tuesday, December 5, 2023.


Leesa Kapetanov, City Recorder

Date Approved by the City Council

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Attachment A

Handout for RAMP Grant Discussion

South Ogden RAMP 2024

Weber County Due Dates

Major & Minor January 12, 2023 17:00

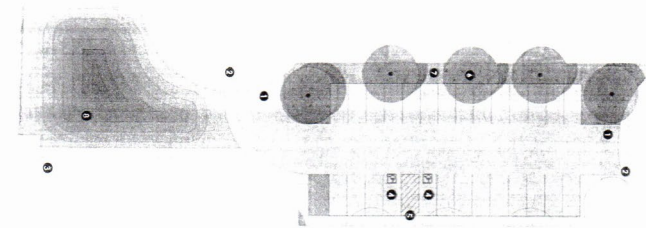
EZ - March 22, 2023 17:00

Current Ramp Projects

- Municipality \$17,500 annually
- Friendship Park Playground \$383,532 - 2022
 - 80% completed - Waiting on shade structures
- 40th St Skate Park \$650,000.00 - 2023
 - RFP's - due Friday December 8, 2023
 - Engineers estimate approximately \$1,400,000.00

Possible RAMP 2024 Applications

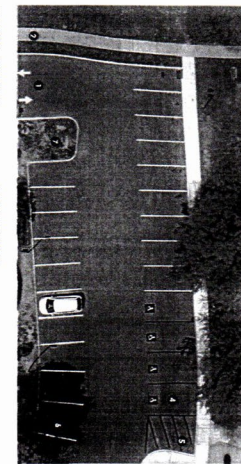
- Meadows Park Phase I \$585,098.00-Total
 - \$385,280.00-SOC \$199,818.00-RAMP
 - Reapply the above application
- Meadows Park Phase I & II \$3,277,390.40-Total
 - Request more funding and move into the Major Ramp Category
- Nature Park Playground resurfacing - \$50,000.00 - \$150,000.00
- Nature Park Splash Pad upgrade - \$32,000.00 - \$125,00
- 40th St Restroom improvements - \$150,000.00- \$350,000.00
- 40th St Bowery \$225,000.00 - \$450,000.00
- Friendship Park Pickle ball courts \$250,000.00 - \$425,000.00
- Club Heights Bowery \$125,000.00 - \$350,000.00
- Burch Creek Field Development - \$298,600.00 - \$1,166,590.00
- Club Heights ball field enhancement - \$45,000
- Club Heights Sprinkler system - \$85,000.00
- Friendship Park ballfield enhancement \$125,000.00



- LEGEND-PHASE 1**
- 1. View to Access
 - 2. Interpretive Trail de-scar Access
 - 3. 5775 South Meadows Access
 - 4. Accessible Parking Stalls
 - 5. Accessible Ramp
 - 6. Chain Trees
 - 7. Watercourse Bankings
 - 8. Wetland Area

DESCRIPTION

Phase one includes a new parking area with 27 parking stalls with 7 accessible stalls and associated infrastructure including storm water management, lighting, and signage. The project will also include a new trailhead area with a new trailhead sign and a new trailhead sign. The project will also include a new trailhead sign and a new trailhead sign. The project will also include a new trailhead sign and a new trailhead sign.



SOUTH MEADOWS PARK

EXAMPLE IMAGE

Total Fund Source:	\$585,098.00
Grant/RAMP:	\$199,818.00
South Ogden City:	\$385,280.00

Funded By	Description	ESTIMATED AMOUNT of project description
South Ogden City	A-1, A-2, A-3, A-6, A-7, A-9 A-10, A-11,	\$80,000.00
RAMP	A-13	\$8,000.00
South Ogden City	A-16, A-19	\$36,500.00
RAMP	A-20-30	\$166,178.00
RAMP	A-41-44	\$25,640.00
South Ogden City	Design and Testing	\$41,632.00
South Ogden City	Contingency	\$47,448.00
South Ogden City	Project Management	\$3,700.00
South Ogden City	Property Value	\$176,000.00
South Ogden City	Total Contributions	\$ 385,280.00
RAMP	TOTAL REQUEST	\$ 199,818.00

Preliminary Opinion of Probable Costs - South Ogden Meadows Park PHASE

ITEM	QUANT	UNIT	UNIT PRICE	AMOUNT
Bid Schedule - Base Bid				
1.0	1	EA	\$12,300.00	\$12,300.00
2.0	1	EA	\$12,300.00	\$12,300.00
3.0	1	EA	\$12,300.00	\$12,300.00
4.0	1	EA	\$12,300.00	\$12,300.00
5.0	1	EA	\$12,300.00	\$12,300.00
6.0	1	EA	\$12,300.00	\$12,300.00
7.0	1	EA	\$12,300.00	\$12,300.00
8.0	1	EA	\$12,300.00	\$12,300.00
9.0	1	EA	\$12,300.00	\$12,300.00
10.0	1	EA	\$12,300.00	\$12,300.00
11.0	1	EA	\$12,300.00	\$12,300.00
12.0	1	EA	\$12,300.00	\$12,300.00
13.0	1	EA	\$12,300.00	\$12,300.00
14.0	1	EA	\$12,300.00	\$12,300.00
15.0	1	EA	\$12,300.00	\$12,300.00
16.0	1	EA	\$12,300.00	\$12,300.00
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68.0	1	EA	\$12,300.00	\$12,300.00
69.0	1	EA	\$12,300.00	\$12,300.00
70.0	1	EA	\$12,300.00	\$12,300.00
71.0	1	EA	\$12,300.00	\$12,300.00
72.0	1	EA	\$12,300.00	\$12,300.00
73.0	1	EA	\$12,300.00	\$12,300.00
74.0	1	EA	\$12,300.00	\$12,300.00
Section Subtotal				
				\$719,378.00
City Direct Costs				
Consultant Design Fees: Civil, Elec Arch Landscape Arch. etc.	10%		\$31,631.80	\$31,631.80
Construction Material Testing			\$12,000.00	\$12,000.00
Section Subtotal				\$43,631.80
General with % Calculations				
Grand Total Contingency	15.0%		\$47,447.01	\$47,447.01
SUBTOTAL				\$810,015.81
GRAND TOTAL COST including Contingency				\$857,462.81

Page 1

EXAMPLE IMAGES



LEGEND

delivering key recreational services and social opportunities for the residents it serves.



Project # _____

2022 RAMP Application Review Sheet
(For use by RAMP Advisory Board & Committee Members)

Application Name _____

Project Name _____

Amount Requested* _____ Amount of Funding Recommended _____

Previous 3 years of ramp funding* _____ Estimated number attendees/users* _____

Value to Community (40 points available)

____ 0-20 Does the project fulfill a current need in Weber County?

____ 0-20 Does the project have matching funds? (Cash + in-kind/volunteer hours, etc.)*
50%=20pts, 40%=15pts, 30%=10pts, 20%=5pts

Collaboration Within Community (20 points available)

____ 0-10 Do some of the matching funds for the project come from community partners/private sponsors/non-profit funds/admissions (i.e. non tax-dollars)? 20% + 10pts, 10% 5pts, 0% 0pts.*

____ 0-10 To what extent does the project show collaboration/coordination with other entities (letters of support, etc.), demonstrating support for the project and to reach a greater community population?

Cost and Performance Risk Analysis (20 points available)

____ 0-5 Are the cost ratios appropriate? How many people will attend, use or participate vs project cost? (i.e. average cost per person)

____ 0-10 Does the application show evidence of adequate planning, project design, budgeting, & project management that will lead to successful, on-time completion of the project?

____ 0-5 Applicant has demonstrated ability to successfully complete/execute project or program. If application is for an ongoing project or program, applicant has demonstrated the ability to maintain/sustain project or program without further assistance from RAMP.*

General Summary (20 points available)

____ 0-10 Does this project meet the intent of RAMP? (i.e., Improves the quality and accessibility of recreation, arts, museums, or parks in Weber County for the benefit of its residents)

____ 0-10 Should this project be funded?

____ = **TOTAL POINTS**

____ **REDUCTION OF POINTS** Completion report turned in late -10 Pts, No Completion Report turned in or Entity failed audit on last project -25 Pts. Did not attend training -10 pts, did not include competitive bids, when applicable -5pts (for non-government applicants only)

____ = **FINAL SCORE**

Points of concern, comments, discussions or follow-up:

*Project liaison to provide to committee
Last updated (9/30/2021)

unapproved

ORDINANCE NO. 23-22

AN ORDINANCE OF THE CITY OF SOUTH OGDEN CITY, UTAH SETTING THE MEETING SCHEDULE FOR THE CITY COUNCIL FOR CY2024 AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION I - RECITALS:

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

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

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

WHEREAS, the City Council finds that in conformance with UC §10-3-502, the governing body shall by ordinance prescribe the time and place for holding its regular meeting which shall be held at least once each month; 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 CITY, UTAH that the following meeting schedule is established for South Ogden City:

<u>Body</u>	<u>When</u>	<u>Time</u>
City Council	1 st & 3 rd Tuesday of each month	6:00 p.m.

The foregoing recitals are fully incorporated.

SECTION II - REPEALER OF CONFLICTING ENACTMENTS:

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

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

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - SAVINGS CLAUSE:

If any provision of this Ordinance shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall 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 shall be effective on the 5th day of December, 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 5th day of December, 2023.

SOUTH OGDEN CITY, a municipal corporation

by: _____
Mayor Russell Porter

Attested and recorded

Leesa Kapetanov, MMC
City Recorder

STAFF REPORT



SUBJECT: Ordinance 6-1-5 Parking Regulations
AUTHOR: Chief Parke
DEPARTMENT: Police
DATE: December 19, 2023

RECOMMENDATION

I recommend changes to ordinance 6-1-5 be passed by the city council.

BACKGROUND

In November 2023, a review of ordinance 6-1-5 was done. Portions of the ordinance were identified as needing clarification, correction, and updates. Changes were generated within the Police Department and shared with the City manager, Director of Public Works, and the City Recorder for review. The City Attorney was then consulted.

ANALYSIS

The first change is at 6-1-5(C). The words “or Parking Lots” is added to the title.

Under (C)(2) the requirement to give the Police Department a receipt prior to releasing the vehicle is removed. Doing so has never been the practice.

At 6-1-5(H) the word “Permit” is removed from the title.

Under (H)(1) trailers are added, the timeframe is changed from 24 to 48 hours. Doing so makes time frames under the ordinance consistent.

At (H)(3), there are grammar changes, and changes from “Police Chief” to “Police Officer”.

Section (H)(4) speaks about a special permit requirement. No such permit exists and the section is eliminated.

In 6-1-5(I)(1)(a), Parking During Snowstorms, there are wording changes and the addition of “trailer”. The prohibition of parking on city streets from November to April is eliminated. It also allows on street parking once the street has been cleared of snow.

At 6-1-5(1)(b), the change removes the exception to parking regulations for properties with no driveway approach. Accommodation for those properties is made in (J)(2).

The current section 6-1-5(J) addresses Fire Hydrants. It is redundant with state law and is eliminated.

The current section (K) becomes the new Section 6-1-5(J) Lawn or Landscape Parking Prohibited. (J)(1) There are grammar changes and inclusion of the word “trailer”. (J)(2), clarifies the timeframe for exceptions to lawn parking regulations. The exception is 12 hours prior to a snowstorm to 24 hours after.

The new section (K) clarifies violations of 6-1-5 are an infraction.

Section (L) allows the police department to grant exceptions for good cause shown for a reasonable amount of time.

SIGNIFICANT IMPACTS

There are no significant financial impacts.

ATTACHMENTS

Document showing strikethrough eliminations and underline additio

6-1-5: Parking Regulations

- A. **Parking Or Blocking Streets Or Highways:** In addition to the parking provisions contained in the Utah traffic code, as adopted by this city, it shall be unlawful for any person to:
1. Remain standing, lying or sitting on any street or highway in such a manner as to obstruct the free passage of vehicular or pedestrian traffic thereon.
 2. ~~Willfully~~Willfully remain standing, lying or sitting on any street or highway in such manner for more than one minute after being requested to move by any police officer.
 3. ~~Willfully~~Willfully remain on such street or highway in such manner as to obstruct the free passage of any person or vehicle into or out of any property abutting upon the street or highway or any property having access to such street or highway. (Ord. 676, 11-11-1980)
- B. **Vehicles For Sale:** It shall be unlawful to park upon a street any vehicle, trailer or boat for the principal purpose of displaying such object for sale.
- C. **Vacant Lots or Parking Lots Used As Car Lots:**
1. It shall be unlawful for the owner of a motor vehicle, trailer or boat, or for any other person to park such vehicle, trailer or boat, or allow such vehicle, trailer or boat to be parked on a vacant lot or parking lot owned by another person for the purpose of displaying it for sale, unless the owner or lessee of the property on which it is parked has a city business license to engage in the business of selling motor vehicles, trailers or boats at that location. It shall also be unlawful for the owner or lessee of such property to allow another person to park another vehicle, trailer or boat on the property for the purpose of displaying it for sale unless the owner or lessee is duly licensed to engage in the business of selling motor vehicles, trailers or boats at that location. (Ord. 872, 10-3-1995)
 2. Any vehicle, trailer or boat parked in violation of this section is declared to be a public nuisance. If a notice of violation has been placed upon such vehicle, trailer or boat and it is not removed within twelve (12) hours thereafter, or if two (2) or more notices of violation have been placed on the same vehicle, trailer or boat within the last thirty (30) days, the vehicle, trailer or boat shall be impounded as a nuisance. ~~The vehicle, trailer or boat shall be released to the owner or responsible party only after the police department has received a receipt for the same acknowledging responsibility of that person for the item being unlawfully parked.~~ (Ord. 872, 10-3-1995; amd. 2001 Code)
 3. A separate violation occurs each day a vehicle, trailer or boat is parked contrary to the provisions of this subsection.
 4. It shall be a defense to the owner or lessee of any parking lot or vacant lot on which vehicles have been parked in violation of this subsection, if the owner or lessee has posted signs on said lots restricting the parking of such vehicles. (Ord. 872, 10-3-1995)
- D. **Loading Zone:** When so posted, it shall be unlawful for the driver of a passenger vehicle to stand or park such vehicle for a period of time longer than is permitted by the posted sign for the loading or unloading of passengers, or for the driver to stand or park any freight-carrying motor vehicle for a period of time longer than is necessary to load, unload and deliver materials in any place designated as a loading zone and marked as such.

Commented [LK1]: Chief Parke's comment: "Talks about a receipt to the police department prior to releasing a towed vehicle, which I do not have knowledge of ever happening. They pay the towing, company not us."

- E. **Parking In Violation Prohibited:** It shall be unlawful for any person, except physicians on emergency calls or designated emergency vehicles when properly posted, to park any motor vehicle on any street in violation of the posted restrictions.
- F. **Alleys:** No person shall park a motor vehicle within an alley in such manner or under such conditions as to leave less than ten feet (10') of the width of the roadway available for the free movement of vehicular traffic. No person shall stop, stand or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property.
- G. **Cabstands; Bus Stands:** No motor vehicle other than a licensed taxicab shall be parked in any area designated by ordinance as a taxicab stand and no vehicle other than a bus shall be parked in a place so designated as a bus loading zone. (Ord. 676, 11-11-1980)

H. **Specific Prohibited Parking-~~Permit:~~**

1. **Trailers and Recreational Type Vehicles:** It shall be unlawful for any person to park or leave standing ~~at any time in excess of forty-eight (48) hours~~ on any public road, street, alley or City property any ~~unattached trailer of or any combination of a pulling or towing vehicle with an attached trailer of any type or any type whether for the occupancy of people, storage of items, or for towing purposes, and whether the same be loaded or not, any boat on an unattached trailer or otherwise, or camper not mounted on a vehicle, any motor home or mini-motor home of any length, and any combination of a pulling or towing vehicle with an attached trailer whether loaded or not; provided, however, that it shall be lawful to park such a combination or a~~ any motor home or mini-motor home that is being loaded or is ready for departure for a period not to exceed twenty four (24) hours.
2. **Gross Vehicle Weight:** It is further unlawful and an infraction to park in any such area at any time any vehicle or motor vehicle having a registered gross weight capability of twelve thousand (12,000) pounds or more.
3. **Time Limited:** It ~~shall further be~~ is unlawful for any person to park or leave standing on any public road, street, alley or City property any motor vehicle for forty eight (48) or more consecutive hours, and any vehicle so parked or left standing may be impounded or removed by ~~the Chief of a~~ a Police Officer. ~~For purposes of impoundment and removal, the~~ The ~~Chief of~~ Police Officer may, after making a reasonable effort to locate the owner, impound and remove any motor vehicle which has been unmoved for forty eight (48) consecutive hours. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded motor vehicle.
4. ~~Special Permit: For good cause shown and upon application to and receipt of a special permit from the Police Department, a person may receive a temporary permit to park a vehicle otherwise prohibited for a period of three (3) days and nights.~~ (Ord. 800, 2-6-1990)

Commented [LK2]: Chief Parke comment: "Changing the time above from 24 to 48 hours will make the amount of time consistent throughout this Title."

Commented [LK3]: Chief Park comment: "No such permit exists. Proposed: Eliminate it here and make it applicable to the whole of Section M. below."

I. **Parking During Snowstorms:**

1. **Prohibited:**

- a. It ~~shall be~~ is unlawful for any person who owns or has possession, custody or control of any vehicle, trailer, farm equipment or other object to park or place such item or property upon or in any street of the City from twelve (12) hours

before the time of the projected arrival of an imminent snowstorm as broadcast over any commercial radio or television station until twenty four (24) hours after the snowstorm has abated and the streets have been plowed or otherwise treated by the City. ~~between the hours of one minute after twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M. from November 1 to April 1, and~~

~~b. The prohibition on parking will be City wide and will also apply anytime from twelve (12) hours before the time of the projected arrival of an imminent snowstorm as broadcast over any commercial radio or television station until twenty four (24) hours after the snowstorm has abated and the streets have been plowed or otherwise treated by the City.~~

~~e.b.~~ Properties with no driveway approach ~~are exempt from this subsection~~ see subsection J(2) below.

2. Areas Affected: All areas of the City are subject to the terms of this subsection.

3. Penalty: Any person violating this subsection shall be guilty of an infraction.

~~J. Fire Hydrant: It shall be unlawful to stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger within fifteen feet (15') of a fire hydrant.~~

Commented [LK4]: Chief Parke comment: "Utah law covers this."

~~K.~~ J. Lawn Or Landscape Parking Prohibited:

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

2. Exceptions To Lawn Or Landscape Parking: During snow removal from public streets as outlined in subsection I(1)(~~a~~b), "Parking During Snowstorms," of this section.

3. Penalty: Any person violating this subsection shall be guilty of an infraction.

~~I.~~ K. Penalty: Any person violating any portion of 6-1-5 of this code shall be guilty of an infraction.

L. Exceptions. For good cause shown the Police Department may allow an exemption for a reasonable time based on the circumstances to parking prohibited by this Title.

+

ORDINANCE NO. 23-23

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING VARIOUS SECTIONS CITY CODE 6-1-5 TO CLARIFY PARKING REGULATIONS; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

SECTION I - RECITALS:

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

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

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

WHEREAS, the City Council finds that under UC §10-3-707, the City is "empowered to revise, codify and compile from time to time and to publish in book, pamphlet or loose leaf form all ordinances of the municipality of a general and permanent character and to make such changes, alterations, modifications, additions, and substitutions therein as it may deem best to the end that a complete simplified code of the ordinances then enforced shall be presented, but with errors, inconsistencies, repetitions, and ambiguities therein eliminated"; and,

WHEREAS, the City Council finds that changes to the City Code should be made to update parking regulations; and,

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

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

AMENDED SECTION:

Upon the adoption of this Ordinance, 6-1-5 of the South Ogden City Code is readopted with the changes set out in **Attachment "A"**, which is incorporated herein, to read as indicated.

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

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS:

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

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

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

SECTION V - SAVINGS CLAUSE:

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

SECTION VI - DATE OF EFFECT

This Ordinance shall be effective on the 19th day of December, 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 19th day of December, 2023.

SOUTH OGDEN CITY, a municipal corporation

Mayor Russell L. Porter

ATTESTED:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT “A”

ORDINANCE NO. 23-23

An Ordinance Of South Ogden City, Utah, Revising And Amending Various Sections City Code 6-1-5 To Clarify Parking Regulations; Making Necessary Language Changes To The City Code To Effect Those Changes; And Establishing An Effective Date For Those Changes.

19 Dec 23

6-1-5: Parking Regulations

- A. **Parking Or Blocking Streets Or Highways:** In addition to the parking provisions contained in the Utah traffic code, as adopted by this city, it shall be unlawful for any person to:
1. Remain standing, lying or sitting on any street or highway in such a manner as to obstruct the free passage of vehicular or pedestrian traffic thereon.
 2. ~~Willfully~~Willfully remain standing, lying or sitting on any street or highway in such manner for more than one minute after being requested to move by any police officer.
 3. ~~Willfully~~Willfully remain on such street or highway in such manner as to obstruct the free passage of any person or vehicle into or out of any property abutting upon the street or highway or any property having access to such street or highway. (Ord. 676, 11-11-1980)
- B. **Vehicles For Sale:** It shall be unlawful to park upon a street any vehicle, trailer or boat for the principal purpose of displaying such object for sale.
- C. **Vacant Lots or Parking Lots Used As Car Lots:**
1. It shall be unlawful for the owner of a motor vehicle, trailer or boat, or for any other person to park such vehicle, trailer or boat, or allow such vehicle, trailer or boat to be parked on a vacant lot or parking lot owned by another person for the purpose of displaying it for sale, unless the owner or lessee of the property on which it is parked has a city business license to engage in the business of selling motor vehicles, trailers or boats at that location. It shall also be unlawful for the owner or lessee of such property to allow another person to park another vehicle, trailer or boat on the property for the purpose of displaying it for sale unless the owner or lessee is duly licensed to engage in the business of selling motor vehicles, trailers or boats at that location. (Ord. 872, 10-3-1995)
 2. Any vehicle, trailer or boat parked in violation of this section is declared to be a public nuisance. If a notice of violation has been placed upon such vehicle, trailer or boat and it is not removed within twelve (12) hours thereafter, or if two (2) or more notices of violation have been placed on the same vehicle, trailer or boat within the last thirty (30) days, the vehicle, trailer or boat shall be impounded as a nuisance. ~~The vehicle, trailer or boat shall be released to the owner or responsible party only after the police department has received a receipt for the same acknowledging responsibility of that person for the item being unlawfully parked.~~ (Ord. 872, 10-3-1995; amd. 2001 Code)
 3. A separate violation occurs each day a vehicle, trailer or boat is parked contrary to the provisions of this subsection.
 4. It shall be a defense to the owner or lessee of any parking lot or vacant lot on which vehicles have been parked in violation of this subsection, if the owner or lessee has posted signs on said lots restricting the parking of such vehicles. (Ord. 872, 10-3-1995)
- D. **Loading Zone:** When so posted, it shall be unlawful for the driver of a passenger vehicle to stand or park such vehicle for a period of time longer than is permitted by the posted sign for the loading or unloading of passengers, or for the driver to stand or park any freight-carrying motor vehicle for a period of time longer than is necessary to load, unload and deliver materials in any place designated as a loading zone and marked as such.

- E. Parking In Violation Prohibited: It shall be unlawful for any person, except physicians on emergency calls or designated emergency vehicles when properly posted, to park any motor vehicle on any street in violation of the posted restrictions.
- F. Alleys: No person shall park a motor vehicle within an alley in such manner or under such conditions as to leave less than ten feet (10') of the width of the roadway available for the free movement of vehicular traffic. No person shall stop, stand or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property.
- G. Cabstands; Bus Stands: No motor vehicle other than a licensed taxicab shall be parked in any area designated by ordinance as a taxicab stand and no vehicle other than a bus shall be parked in a place so designated as a bus loading zone. (Ord. 676, 11-11-1980)

H. Specific Prohibited Parking; ~~Permit~~:

- 1. Trailers and Recreational Type Vehicles: It shall be unlawful for any person to park or leave standing ~~at any time~~ in excess of forty-eight (48) hours, on any public road, street, alley or City property any ~~unattached trailer of or any combination of a pulling or towing vehicle with an attached trailer of any type or any type whether for the occupancy of people, storage of items, or for towing purposes, and whether the same be loaded or not,~~ any boat ~~on an unattached trailer or otherwise~~, or camper not mounted on a vehicle, any motor home or mini-motor home of any length, and any combination of a pulling or ~~towing vehicle with an attached trailer whether loaded or not; provided, however, that it shall be lawful to park such a combination or a~~ any motor home or mini-motor home. ~~that is being loaded or is ready for departure for a period not to exceed twenty four (24) hours.~~
- 2. Gross Vehicle Weight: It is further unlawful and an infraction to park in any such area at any time any vehicle or motor vehicle having a registered gross weight capability of twelve thousand (12,000) pounds or more.
- 3. Time Limited: It ~~shall further be~~ is unlawful for any person to park or leave standing on any public road, street, alley or City property any motor vehicle for forty eight (48) or more consecutive hours, and any vehicle so parked or left standing may be impounded or removed by ~~the Chief of a~~ a Police Officer. ~~For purposes of impoundment and removal, the~~ The ~~Chief of~~ Police Officer may, after making a reasonable effort to locate the owner, impound and remove any motor vehicle which has been unmoved for forty eight (48) consecutive hours. The cost of impoundment and removal shall be charged to the owner or any person who claims the impounded motor vehicle.
- 4. ~~Special Permit: For good cause shown and upon application to and receipt of a special permit from the Police Department, a person may receive a temporary permit to park a vehicle otherwise prohibited for a period of three (3) days and nights.~~ (Ord. 800, 2-6-1990)

I. Parking During Snowstorms:

- 1. Prohibited:
 - a. It ~~shall be~~ is unlawful for any person who owns or has possession, custody or control of any vehicle, trailer, farm equipment or other object to park or place such item or property upon or in any street of the City from twelve (12) hours

before the time of the projected arrival of an imminent snowstorm as broadcast over any commercial radio or television station until twenty four (24) hours after the snowstorm has abated and the streets have been plowed or otherwise treated by the City. ~~between the hours of one minute after twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M. from November 1 to April 1, and~~

~~b. The prohibition on parking will be City wide and will also apply anytime from twelve (12) hours before the time of the projected arrival of an imminent snowstorm as broadcast over any commercial radio or television station until twenty four (24) hours after the snowstorm has abated and the streets have been plowed or otherwise treated by the City.~~

~~e.~~b. Properties with no driveway approach ~~are exempt from this subsection~~see subsection J(2) below.

2. Areas Affected: All areas of the City are subject to the terms of this subsection.

3. Penalty: Any person violating this subsection shall be guilty of an infraction.

~~J. Fire Hydrant: It shall be unlawful to stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger within fifteen feet (15') of a fire hydrant.~~

~~K.~~J. Lawn Or Landscape Parking Prohibited:

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

2. Exceptions To Lawn Or Landscape Parking: During snow removal from public streets as outlined in subsection I(1)(~~a~~b), "Parking During Snowstorms," of this section.

3. Penalty: Any person violating this subsection shall be guilty of an infraction.

~~L.~~K. Penalty: Any person violating any portion of 6-1-5 of this code shall be guilty of an infraction.

L. Exceptions. For good cause shown the Police Department may allow an exemption for a reasonable time based on the circumstances to parking prohibited by this Title.

Resolution No. 23-48

A RESOLUTION APPROVING AN AGREEMENT WITH SPOHN RANCH FOR CONSTRUCTION OF THE 40TH STREET SKATE PARK; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the City Council finds that it desires to create outdoor spaces for all ages, abilities, and likes; and,

WHEREAS, the City Council has been discussing the construction of a skate park for many years; and,

WHEREAS, South Ogden City applied for and received a Weber County RAMP Grant for construction of the 40th Street Skate Park ; and,

WHEREAS, South Ogden City sent out a Request for Proposals for construction of the 40th Street Skate Park; and,

WHEREAS, Spohn Ranch was the successful applicant from the proposals received; and,

WHEREAS, Spohn Ranch has been found professionally capable and reliable in their work; and,

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

SECTION 2 - CONTRACT AUTHORIZED

The City Council Of South Ogden City, State Of Utah, Authorizes And Approves Entry Into The **“Contract Agreement”** With Spohn Ranch As Set Out In **Attachment "A"**, And By This Reference Fully Incorporated Herein, And Authorizes The City Manager To Negotiate And Resolve Any Additional Terms To Any Agreement That May Be Necessary To Give Effect To The Intent Of This Resolution, And To Sign Said Agreements; And Authorizes The City

Recorder To Attest All Documents Necessary To Confirm That The City Manager Has Been Duly Authorized To Execute Those Documents.

SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS:

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

SECTION 4 - PRIOR RESOLUTIONS:

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

SECTION 5- SAVINGS CLAUSE:

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

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 19th day of December, 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 19th day of December, 2023.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 23-48

A Resolution Approving An Agreement With Spohn Ranch For
Construction Of The 40th Street Skate Park; Authorizing The City
Manager To Sign Any And All Necessary Documents; And, Providing For
An Effective Date

19 Dec 23

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **SPOHN RANCH INC.** (hereinafter called CONTRACTOR).

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

ARTICLE 1- WORK

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

Constructing a concrete skatepark at the South Ogden 40th Street Park consistent with the project drawings, plans, specifications and requirements.

ARTICLE 2-THE PROJECT

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

40th Street Skatepark

ARTICLE 3- ENGINEER

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

ARTICLE 4- CONTRACT TIMES

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

4.02 *Dates for Completion and Final Payment:* Substantial Completion will be completed by December 2, 2024.

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

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

ARTICLE 5- CONTRACT PRICE

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

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

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	All Activities related to the Construction of the Skatepark at 40 th Street Park	1	L.S.	\$1,394,254.02	\$1,394,254.02

TOTAL OF ALL UNIT: **One Million Three Hundred Ninety-Four Thousand Two Hundred Fifty Four and 02/100 Dollars (\$1,394,254.02)**

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

ARTICLE 6- PAYMENT PROCEDURES

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

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

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

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

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

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

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

ARTICLE 7- INTEREST

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

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9- CONTRACT DOCUMENTS

9.01 *Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. General Conditions;
5. Supplementary Conditions;
6. Specifications as listed in the table of contents of the Project Manual;
7. Drawings (not attached but incorporated by reference);
8. Exhibits this Agreements;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

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

- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

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

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

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

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

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

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

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

SPOHN RANCH INC.

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

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

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Name: _____

Title: _____

Address: _____

Address: _____



40th Street Skatepark

PUBLIC ADVERTISEMENT

REQUEST FOR PROPOSALS

I. RECEIPT OF PROPOSALS

Proposals will be accepted via email until **5:00 p.m. on Friday, December 8, 2023**. Proposals and questions shall be emailed to Matt Dixon, City Manager, at mdixon@southogdencity.gov. Proposals submitted in any way other than via email will not be accepted. Questions relative to this Request for Proposal shall be submitted via email on or before 5:00 p.m. on Friday, December 1, 2023. **Bidder must have an active contract with Sourcewell to be considered for this project.**

Late Submittals & Right to Reject

- Proposals received via email later than the listed due date will not be accepted.
- The City reserves the right to accept or reject any proposal as determined in the best interests of the City.

II. DESCRIPTION OF WORK

The work consists of constructing a concrete skatepark at the South Ogden 40th Street Park consistent with the project drawings, plans, specifications, and requirements (attached). 40th Street Park is located east of South Ogden City Hall at 3950 Adams Ave. in South Ogden City, Utah.

III. PROJECT ADMINISTRATION

This project will be managed by the South Ogden Public Works Department. Jon Andersen, Public Works Director, and Shane Douglas, Assistant Public Works Director, will have primary responsibility for construction coordination and oversight, once the contractor has been selected.

IV. OWNERS RIGHTS RESERVED

South Ogden City reserves the right to reject any or all proposals, waive any informalities in a proposal, and make awards in the interest of the City. Award of a contract will be at the City's discretion based on their evaluation of the proposal best determined to meet their needs.

Emailed to Sourcewell Contract Holders:

- Sphon Ranch, LLC: Kirsten Dermer, CEO, Adam Eichorn, info@spohnranch.com
- American Ramp Company: Heather Ogden, Senior Project Manager, heather@americanrampcompany.com
- Artisan Skateparks: Nicole Robertson, Business Manager, nicole.artisanskateparks@gmail.com
- California Skateparks: Misty Bissman, Procurement Manager, info@caskateparks.com

By: Matt Dixon, South Ogden City
Date: November 17, 2023

PROPOSAL INFORMATION

I. PROJECT BACKGROUND

South Ogden City is a mostly residential community of 18,000 residents located 30 minutes north of Salt Lake City in Weber County, Utah. South Ogden City's mission statement shows the city's commitment to "preserving and enhancing quality of life." This project helps the city fulfill its mission by providing a high-quality outdoor recreation facility for all abilities and all ages. This project will not only serve the approximate residents of South Ogden but will also serve the greater Wasatch Front Region. The City has partnered with many local skatepark enthusiasts, businesses, and government leaders to design the project and raise funding to help with the construction of the park.

II. WORK DESCRIPTION

The selected contractor shall be responsible for providing all labor and equipment necessary to construct the approximate 15,000 sq. ft. concrete skatepark according to project drawings, plans, specifications, and requirements. The skatepark will be constructed in a regional storm water detention basin. The project has been designed to continue to accommodate the regional storm water detention needs and to serve as a regional recreational amenity. The project will include site excavation (cut and fill), grading, concrete work, installation of skatepark features, landscaping, and construction/installation of other park elements.

III. EXISTING CONDITIONS

The location is currently a large grass storm water detention basin/park area.

IV. QUALIFICATIONS

Contractor must meet the following minimum qualifications:

- At least ten (10) years of experience in design and construction of skateparks of similar quality and size.
- A list of five (5) similar projects that have been completed within the last 5 years with references and contact information.
- Proof of capacity to staff the project and complete the project within the desired timeline.
- Ability to meet the insurance and bond requirements described in this request.
- Active contract with Sourcewell.

V. INSURANCE REQUIREMENTS:

Prior to beginning work on the project, the Contractor shall deliver to South Ogden City:

- Workers Compensation and Employers Liability insurance in the amount of \$1,000,000
- Automobile Coverage for all Owned, Non-Owned and Hired vehicles in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate
- Comprehensive General Liability or Commercial General Liability insurance covering all operations or job specific in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate



- Excess Liability/ Umbrella Insurance in the amount of \$5,000,000
- Errors and Omissions/ Professional Liability insurance in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate.

VI. BOND REQUIREMENTS

Submission of a Bid constitutes a promise that the successful bidder will enter a contract with South Ogden City. Bidders should carefully examine all required bonds and insurance information.

- The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the work provided in the Construction Documents.
- The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the completion of the work.
- South Ogden City does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.

VII. PROPOSAL REQUIREMENTS

Proposals shall consist of a price proposal and supporting information. Specific information shall include:

- A brief company profile and contact information
- Project Team (i.e. Project Manager, Superintendent, etc.). Key individuals identified will not be substituted with other personnel or reassigned to another project without City approval.
- Project Approach. Describe Contractor's approach for accomplishing the project (including start date, timeline, etc.)
- Price proposal for the work (see Attachment C - Schedule of Values)
- Descriptions of proposed equipment and personnel
- Experience with similar projects/work
- Sourcewell contract and Pricing List with a signed acknowledgement that pricing conforms with Pricing List
- References

Proposals will be evaluated by South Ogden City according to the factors described in Section VIII.

VIII. EVALUATION FACTORS & SELECTION PROCESS

South Ogden City will evaluate proposals based upon the following factors:

- 10% Thoroughness & organization of proposal
 - 25% Qualifications & experience
 - 30% Project approach & timeline
 - 35% Project cost. Proposal must be found compliant with Sourcewell Pricing List.
- 100%



An evaluation review committee (“Committee”) will be evaluating the proposals received. For the purpose of scoring proposals, committee members will evaluate each proposal in accordance with the criteria and factors listed above.

The Committee will score the written proposals based on the information submitted according to the evaluation criteria and factors. The evaluation committee's scoring will be tabulated, and proposals ranked based on the numerical scores received.

Negotiations will follow with the selected Contractor, and, if successful, the Contractor and the City will enter into a contract for the work.

During the evaluation process, the City has the right to request additional information and presentations for clarification in order to understand the Contractor's approach to the project and scope of the work. The City further reserves the right to make an award without further clarification of proposals reviewed. Any changes to a submitted proposal made before executing the contract will become part of the final contract.

The City has the right to reject any or all proposals.

IX. CONTRACT

South Ogden City intends to award a contract to the lowest qualified bidder based on an objective evaluation of each proposal and the evaluation factors and weights of this request for proposal.

The City reserves the right to reject any and all proposals.

Company: _____

Signature: _____

Date: _____



Attachment A – Construction Plan Set



**SOUTH OGDEN CITY CORPORATION
CONTRACTOR INFORMATION SHEET**

Business name: _____ Year Est. _____
Owner or Parent Company: _____
Business address: _____

Business Tel.: _____ Mobile Tel.: _____ Federal I.D. # _____
_____ If you do not have a federal
I.D. #, please list your Social Security Number: _____

BID FORM

NAME OF BIDDER _____ DATE _____

The Project is defined in the Scope of Work and
The undersigned, in compliance with the Request for Bid, and having examined the information
and specification provided, do hereby propose:

_____ Dollars
\$ _____

For all the work shown on drawings and specification, I/we agree to perform for the total sum
stated above and include 100% Performance Bond, and Material & Payment Bond and other
required Insurances.

Respectfully submitted,

Name of Bidder

Address

Authorized Signature



TO THE MAYOR OF SOUTH OGDEN CITY, UTAH

Dear Sir:

The undersigned is familiar with the local conditions affecting the cost of the work at the place where the work is to be done, has carefully examined the specifications and other contract documents, and has examined the locations of the proposed work.

The undersigned hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in connection with the plans and specifications and other contract documents, at the following bid prices for the several bid items of work named. Receipt of the following addenda is hereby acknowledged:

Name of Bidder

Authorized Signature

Date: _____



PLAN DATE IDENTIFIER
October 24, 2023
DATE OF LAST REVISIONS

A map of the Ogden, Utah area. A red pin is placed on the map near the intersection of I-15 and I-84, specifically near the 'WOODMANSEE ADDITION' and 'BURCH CREEK' labels. A black arrow points from the text 'PROJECT LOCATION' to this red pin. The map shows major highways (I-15, I-84, US-89, US-126, US-130, US-167, US-127, US-100, US-193, US-230, US-109, US-110, US-119, US-120, US-121, US-122, US-123, US-124, US-125, US-126, US-127, US-128, US-129, US-130, US-131, US-132, US-133, US-134, US-135, US-136, US-137, US-138, US-139, US-140, US-141, US-142, US-143, US-144, US-145, US-146, US-147, US-148, US-149, US-150, US-151, US-152, US-153, US-154, US-155, US-156, US-157, US-158, US-159, US-160, US-161, US-162, US-163, US-164, US-165, US-166, US-167, US-168, US-169, US-170, US-171, US-172, US-173, US-174, US-175, US-176, US-177, US-178, US-179, US-180, US-181, US-182, US-183, US-184, US-185, US-186, US-187, US-188, US-189, US-190, US-191, US-192, US-193, US-194, US-195, US-196, US-197, US-198, US-199, US-200, US-201, US-202, US-203, US-204, US-205, US-206, US-207, US-208, US-209, US-210, US-211, US-212, US-213, US-214, US-215, US-216, US-217, US-218, US-219, US-220, US-221, US-222, US-223, US-224, US-225, US-226, US-227, US-228, US-229, US-230, US-231, US-232, US-233, US-234, US-235, US-236, US-237, US-238, US-239, US-240, US-241, US-242, US-243, US-244, US-245, US-246, US-247, US-248, US-249, US-250, US-251, US-252, US-253, US-254, US-255, US-256, US-257, US-258, US-259, US-260, US-261, US-262, US-263, US-264, US-265, US-266, US-267, US-268, US-269, US-270, US-271, US-272, US-273, US-274, US-275, US-276, US-277, US-278, US-279, US-280, US-281, US-282, US-283, US-284, US-285, US-286, US-287, US-288, US-289, US-290, US-291, US-292, US-293, US-294, US-295, US-296, US-297, US-298, US-299, US-300, US-301, US-302, US-303, US-304, US-305, US-306, US-307, US-308, US-309, US-310, US-311, US-312, US-313, US-314, US-315, US-316, US-317, US-318, US-319, US-320, US-321, US-322, US-323, US-324, US-325, US-326, US-327, US-328, US-329, US-330, US-331, US-332, US-333, US-334, US-335, US-336, US-337, US-338, US-339, US-340, US-341, US-342, US-343, US-344, US-345, US-346, US-347, US-348, US-349, US-350, US-351, US-352, US-353, US-354, US-355, US-356, US-357, US-358, US-359, US-360, US-361, US-362, US-363, US-364, US-365, US-366, US-367, US-368, US-369, US-370, US-371, US-372, US-373, US-374, US-375, US-376, US-377, US-378, US-379, US-380, US-381, US-382, US-383, US-384, US-385, US-386, US-387, US-388, US-389, US-390, US-391, US-392, US-393, US-394, US-395, US-396, US-397, US-398, US-399, US-400, US-401, US-402, US-403, US-404, US-405, US-406, US-407, US-408, US-409, US-410, US-411, US-412, US-413, US-414, US-415, US-416, US-417, US-418, US-419, US-420, US-421, US-422, US-423, US-424, US-425, US-426, US-427, US-428, US-429, US-430, US-431, US-432, US-433, US-434, US-435, US-436, US-437, US-438, US-439, US-440, US-441, US-442, US-443, US-444, US-445, US-446, US-447, US-448, US-449, US-450, US-451, US-452, US-453, US-454, US-455, US-456, US-457, US-458, US-459, US-460, US-461, US-462, US-463, US-464, US-465, US-466, US-467, US-468, US-469, US-470, US-471, US-472, US-473, US-474, US-475, US-476, US-477, US-478, US-479, US-480, US-481, US-482, US-483, US-484, US-485, US-486, US-487, US-488, US-489, US-490, US-491, US-492, US-493, US-494, US-495, US-496, US-497, US-498, US-499, US-500, US-501, US-502, US-503, US-504, US-505, US-506, US-507, US-508, US-509, US-510, US-511, US-512, US-513, US-514, US-515, US-516, US-517, US-518, US-519, US-520, US-521, US-522, US-523, US-524, US-525, US-526, US-527, US-528, US-529, US-530, US-531, US-532, US-533, US-534, US-535, US-536, US-537, US-538, US-539, US-540, US-541, US-542, US-543, US-544, US-545, US-546, US-547, US-548, US-549, US-550, US-551, US-552, US-553, US-554, US-555, US-556, US-557, US-558, US-559, US-560, US-561, US-562, US-563, US-564, US-565, US-566, US-567, US-568, US-569, US-570, US-571, US-572, US-573, US-574, US-575, US-576, US-577, US-578, US-579, US-580, US-581, US-582, US-583, US-584, US-585, US-586, US-587, US-588, US-589, US-590, US-591, US-592, US-593, US-594, US-595, US-596, US-597, US-598, US-599, US-600, US-601, US-602, US-603, US-604, US-605, US-606, US-607, US-608, US-609, US-610, US-611, US-612, US-613, US-614, US-615, US-616, US-617, US-618, US-619, US-620, US-621, US-622, US-623, US-624, US-625, US-626, US-627, US-628, US-629, US-630, US-631, US-632, US-633, US-634, US-635, US-636, US-637, US-638, US-639, US-640, US-641, US-642, US-643, US-644, US-645, US-646, US-647, US-648, US-649, US-650, US-651, US-652, US-653, US-654, US-655, US-656, US-657, US-658, US-659, US-660, US-661, US-662, US-663, US-664, US-665, US-666, US-667, US-668, US-669, US-670, US-671, US-672, US-673, US-674, US-675, US-676, US-677, US-678, US-679, US-680, US-681, US-682, US-683, US-684, US-685, US-686, US-687, US-688, US-689, US-690, US-691, US-692, US-693, US-694, US-695, US-696, US-697, US-698, US-699, US-700, US-701, US-702, US-703, US-704, US-705, US-706, US-707, US-708, US-709, US-710, US-711, US-712, US-713, US-714, US-715, US-716, US-717, US-718, US-719, US-720, US-721, US-722, US-723, US-724, US-725, US-726, US-727, US-728, US-729, US-730, US-731, US-732, US-733, US-734, US-735, US-736, US-737, US-738, US-739, US-740, US-741, US-742, US-743, US-744, US-745, US-746, US-747, US-748, US-749, US-750, US-751, US-752, US-753, US-754, US-755, US-756, US-757, US-758, US-759, US-760, US-761, US-762, US-7

PROJECT LOCATION

Map of Ogden, Utah, showing the project location. The map includes landmarks such as Costco Wholesale, McDonald's, Raising Cane's, Ogden Golf & Country Club, Bonneville High School, Washington Terrace, Ogden Regional Medical Center, Weber State University, and various restaurants like The Pie Pizzeria and McGay-Dee Hospital. Major roads like I-15, I-89, and I-215 are also shown.

OWNER/ DEVELOPER
SOUTH OGDEN CITY CORPORATION
3950 ADAMS AVE, STE 1
SOUTH OGDEN, UT 84403

SITE ADDRESS
580 40TH STREET
SOUTH OGDEN, UT 84403

<u>SHEET</u>	<u>DESCRIPTION</u>
SK1.0	TITLE SHEET
SK2.0	SPECIFICATIONS
SK2.1	SPECIFICATIONS
SK3.0	3D PERSPECTIVE
SK3.1	3D PERSPECTIVE
SK4.0	INFORMATION PLAN
SK5.0	COLOR PLAN
SK6.0	LAYOUT PLAN
SK7.0	SUBSURFACE DRAINAGE PLAN
SK7.1	GRADING + DRAINAGE PLAN
SK8.0	STEEL PLAN
SK9.0	SECTIONS
SK9.1	SECTIONS
SK9.2	SECTIONS
SK10.0	CONSTRUCTION DETAILS
SK10.1	CONSTRUCTION DETAILS
SK10.2	CONSTRUCTION DETAILS



SR

SPORN RANCH SKATE PARKS

DESIGN. BUILD. COME TOGETHER.
 6824 S. CENTINELA AVE. - LOS ANGELES, CA 90029
 OFFICE (626) 330-5883 - FAX (626) 330-5503

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VO	
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40TH STREET SKATEPARK

TREET SK
SHEET TITLE

SHEET

SK1.0

OF XX

GENERAL NOTES

DESIGN CRITERIA

1. THESE GENERAL NOTES APPLY UNLESS NOTED OTHERWISE ON CONSTRUCTION DRAWINGS.
2. COMPLY WITH CURRENT LOCAL BUILDING CODE EXCEPT AS NOTED HEREIN.
3. TESTING SERVICES: OWNER TO BEAR ALL ASSOCIATED COSTS FOR TESTING SERVICES. COORDINATE THE FOLLOWING TESTING WITH THE OWNER SELECTED TESTING AGENCY (IF REQUIRED BY THE PROJECT SPECIFICATIONS):

A. MATERIAL EVALUATIONS TESTS FOR CONCRETE MIX, AGGREGATE BASE, SUBGRADE, AND STRUCTURAL FILL.

B. INSPECTION OF STRUCTURAL FILL PLACEMENT AND COMPACTION.

C. INSPECTION OF FINAL SUBGRADE.

D. BASE MATERIAL COMPACTION TEST FOR EVERY 2500 S.F. OF CONCRETE FLATWORK IN SKATEPARK AREA TO ENSURE 95% COMPACTION IN ACCORDANCE WITH CIVIL ENGINEERING SPECIFICATIONS AND TESTING AGENCY RECOMMENDATIONS.

SHOP DRAWINGS

1. THE SHOP DRAWING REVIEW IS INTENDED TO HELP THE SKATEPARK DESIGNER VERIFY THEIR DESIGN CONCEPT. THIS REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH DESIGN DRAWINGS & SPECIFICATIONS, WHICH HAVE A PRIORITY OVER SHOP DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR CONFIRMED & CORRELATED DIMENSIONS, FABRICATION PROCESSES, MEANS, METHODS, TECHNIQUES, SAFETY, AND COORDINATION OF THE WORK WITH OTHER TRADES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CHECK THE ACCURACY OF HIS OWN SHOP DRAWINGS AND THOSE OF HIS SUBCONTRACTORS, PRIOR TO SUBMITTAL.
2. THE SHOP DRAWINGS WILL BE RETURNED FOR RESUBMITTAL IF A CURSORY REVIEW SHOWS MAJOR ERRORS WHICH SHOULD HAVE BEEN FOUND BY THE CONTRACTOR'S CHECKING. ALL SHOP DRAWINGS SHALL INCLUDE PLAN LAYOUTS SHOWING LOCATIONS OF ITEMS DETAILED ON THE SHOP DRAWINGS. ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM THE CONTRACT DOCUMENTS SHALL BE CLOUDED ON SHOP DRAWINGS, ANY OF THE CHANGES WHICH ARE NOT CLOUDED OR FLAGGED BY SUBMITTING PARTIES, SHALL NOT BE CONSIDERED REVIEWED AFTER SKATEPARK DESIGNER'S REVIEW UNLESS NOTED ACCORDINGLY.
3. ANY RESUBMITTAL OF A DETAIL SHEET WITH CHANGED INFORMATION SHALL BE ACCOMPANIED BY LOCATION PLAN IDENTIFYING THE MEMBERS INVOLVED, AND CLOUDING AROUND CHANGED INFORMATION.
4. ANY ENGINEERING SUBMITTED FOR REVIEW SHALL BE APPROPRIATELY SEALED. FULL RESPONSIBILITY OF SUCH ENGINEERING RESTS WITH THE PERSON SEALING THE DESIGN.

EARTHWORK

1. ESTABLISH AND MAINTAIN REQUIRED LINES AND GRADE ELEVATIONS.
2. REMOVE UPPER FOUR TO SIX INCHES OR MORE OF TOPSOILS CONTAINING SURFICIAL VEGETATION, GRASS, ROOTS, AND ORGANIC MATERIAL FROM WITHIN AND TO A POINT AT LEAST FIVE FEET BEYOND THE BUILDING LINES/SKATEPARK LIMITS. THESE SOILS ARE GENERALLY NOT CONSIDERED SUITABLE FOR RE-USE AS STRUCTURAL FILL AND SHOULD BE STOCKPILED IN DESIGNATED AREAS BEYOND THE CONSTRUCTION LIMITS, OR REMOVED FROM THE SITE. COORDINATE STOCKPILE LOCATION WITH OWNER. IF REMOVED FROM SITE, DISPOSE OF IN A LEGAL MANNER.
3. COMPACT THE EXPOSED SUBGRADE ACROSS THE SITE TO ESTABLISH A FIRM AND UNYIELDING SURFACE. UNDER SUPERVISION OF CITY PROVIDED GEOTECHNICAL ENGINEER, PROOF-ROLL EXPOSED SUBGRADES WITH CONSTRUCTION EQUIPMENT TO ASSIST IN THE EVALUATION OF THE SUBGRADES ACROSS THE SITE. IF UNSTABLE AREAS ARE DETECTED, AN INITIAL ATTEMPT SHOULD BE MADE TO AERATE (12 INCHES MIN.) AND DENSIFY THE SUBGRADE BY RECOMPACTION WHERE NATURAL MOISTURE CONTENTS ARE AT APPROPRIATE LEVELS. IF THIS PROCEDURE IS INEFFECTIVE, THE DISTURBED SOILS SHOULD BE UNDERCUT AND REPLACED WITH CLEAN FILL AND/OR STABILIZING MATERIALS. COMPACT TO AT LEAST 90% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698 STANDARD PROCTOR METHOD. FILL AND CONSOLIDATE DEPRESSED AREAS. A FIRM, NON-YIELDING SUBGRADE SHOULD BE ESTABLISHED PRIOR TO PROCEEDING WITH FILL PLACEMENT.
4. SOIL COMPACTION SHALL BE ACHIEVED BY MEANS OF PNEUMATIC TIRE ROLLERS, HOE PACKS, RIDE-ON DRUM ROLLER OR OTHER MECHANICAL TAMPERS (PLATE, RAMMER, OR WALK BEHIND ROLLER).
5. PROVIDE STRUCTURAL FILL AS REQUIRED TO MEET PROPOSED SUBGRADE ELEVATIONS IN ACCORDANCE WITH GRADING PLAN.
6. BUILD UP SUBGRADE USING STOCKPILED MATERIAL AND/OR APPROVED MATERIAL WITH LOW PLASTICITY. THE FILL SHOULD BE PLACED IN LIFTS THIN ENOUGH TO ATTAIN THE SPECIFIED COMPACTION LEVEL THROUGHOUT THE ENTIRE LIFT THICKNESS. PRIOR TO COMPACTION, MOISTURE CONDITION AS NEEDED. COMPACT EACH LIFT TO AT LEAST 90 PERCENT OF ASTM D698.
7. THE EARTHWORK SHALL BE DONE UNDER SUPERVISION OF A SOILS ENGINEER RETAINED BY THE OWNER (IF REQUIRED BY THE PROJECT), WHO SHALL VERIFY ABOVE

SPECIFICATIONS FOR THE SUPPORT OF SLAB ON GRADE AND FOR THE CONTROL OF SOIL SWELLING. FIELD DENSITY TESTS TO DETERMINE THE LEVEL OF COMPACTION BEING ACHIEVED IN THE FILL SHALL BE PERFORMED ON EACH LIFT AT THE BEGINNING OF FILL PLACEMENT AND AT A FREQUENCY MUTUALLY AGREED UPON BY THE PROJECT TEAM FOR THE REMAINDER OF THE PROJECT.

8. EXCAVATION AND COMPACTION OF FILL SHALL EXTEND TO MINIMUM 2' FEET BEYOND SKATE PARK FOOTPRINT.
10. PROCEED WITH SUB-BASE AS REQUIRED ONLY AFTER NONCONFORMING CONDITIONS HAVE BEEN CORRECTED AND SUBGRADE HAS BEEN INSPECTED. A FIRM, NON-YIELDING SUBGRADE SHOULD BE ESTABLISHED PRIOR TO BASE COURSE PLACEMENT.
11. PROVIDE THE SPECIFIED DEPTH OF COMPACTED AGGREGATE BASE MATERIAL IF REQUIRED. COMPACT AGGREGATE BASE TO 90% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698 STANDARD PROCTOR METHOD IF REQUIRED.
12. PROCEED WITH CONCRETE ONLY AFTER NONCONFORMING CONDITIONS HAVE BEEN CORRECTED. SUBGRADE HAS BEEN INSPECTED, AND FORMWORK AND FIELD MOCK-UPS HAVE BEEN REVIEWED.
13. A SOILS REPORT DOES EXIST FOR THIS PROJECT. OWNER SHALL RETAIN A SOILS ENGINEER IF SO REQUIRED BY THE PROJECT, TO VERIFY EXCAVATIONS FOR ASSUMED ALLOWABLE SOIL BEARING, LOW SETTLEMENT AND SWELL POTENTIAL, AND TO MAKE ANY ADDITIONAL RECOMMENDATIONS.

FORMS

1. FORM MATERIALS: PLYWOOD, METAL, METAL-FRAMED PLYWOOD, OR OTHER APPROVED PANEL-TYPE MATERIALS FREE FROM DEFECTS AND DISTORTION, AND TO PROVIDE FULL-DEPTH, CONTINUOUS, STRAIGHT, SMOOTH EXPOSED SURFACES.
2. USE FLEXIBLE OR CURVED FORMS AS REQUIRED TO PROVIDE VERTICAL AND HORIZONTAL RADII AS INDICATED IN THE DRAWINGS.
3. PROVIDE 2" NOMINAL THICKNESS, SURFACED PLANK WOOD FORMS FOR STRAIGHT SECTIONS. USE FLEXIBLE METAL, 1" LUMBER, OR PLYWOOD FORMS FOR RADIUS BENDS. DO NOT OVERLAP FORMS, CREATING AN OFFSET FINISHED EDGE.
4. FORM-RELEASE AGENT: COMMERCIALY FORMULATED FORM-RELEASE AGENT THAT WILL NOT BOND WITH, STAIN, OR ADVERSELY AFFECT CONCRETE SURFACES AND WILL NOT IMPAIR SUBSEQUENT TREATMENTS OF CONCRETE SURFACES.
5. EDGE FORMS AND SCREED CONSTRUCTION

A. SET, BRACE, AND SECURE EDGE FORMS, BULKHEADS, AND INTERMEDIATE SCREED GUIDES FOR PAVEMENT TO REQUIRED LINES, GRADES, AND ELEVATIONS. INSTALL FORMS TO ALLOW CONTINUOUS PROGRESS OF WORK.

B. CLEAN FORMS AFTER EACH USE AND COAT WITH FORM RELEASE AGENT TO ENSURE SEPARATION FROM CONCRETE WITHOUT DAMAGE.

REINFORCING

1. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60, FOR REINFORCING THAT IS TO BE WELDED, CONFORM TO ASTM A706 GRADE 60. USE ASTM A-108 GRADE 60 FOR ALL WELDED ANCHORS.
2. JOINT DOWEL BARS: PLAIN STEEL DOWELS, ASTM A 615/A 615M, GRADE 60. CUT BARS TRUE TO LENGTH WITH ENDS SQUARE AND FREE OF BURRS.
3. SLIP DOWEL SLEEVES ARE ACCEPTABLE, SUCH AS SPEED DOWELS BY GREENSTREAK, INC., OR APPROVED EQUAL.
4. BAR SUPPORTS: BOLSTERS, CHAIRS, SPACERS AND OTHER DEVICES FOR SPACING, SUPPORTING, AND FASTENING REINFORCEMENTS BARS, AND DOWELS IN PLACE. MANUFACTURE BAR SUPPORTS ACCORDING TO CRSI'S "MANUAL OF STANDARD PRACTICE" FROM STEEL WIRE, PLASTIC, OR PRECAST CONCRETE OR FIBER-REINFORCED CONCRETE OF GREATER COMPRESSIVE STRENGTH THAN CONCRETE.
5. ALL REINFORCING BARS TO BE DEFORMED. CLEAR CONCRETE COVERAGES TO ANY REINFORCING INCLUDING TIES ARE AS FOLLOWS:

A. 2" FORMED CONCRETE EXPOSED TO EARTH OR WEATHER.

B. 1" SLABS AND JOISTS NOT EXPOSED TO WEATHER.

C. 1-1/2" ALL OTHER.
6. SMALLER CLEARANCES PERMISSIBLE FOR PRECAST OR PRESTRESSED.
7. TENSION LAP SPLICES IN CONCRETE: UNLESS NOTED OTHERWISE, PROVIDE THE FOLLOWING:

A. #3, #9", #4, 12". 30X DIAMETER FOR TOP BARS
8. MINIMUM CLEAR COVER FOR SPLICED REINFORCING IS GREATER THAN ONE BAR DIAMETER, AND MINIMUM CLEAR SPACING IS GREATER THAN TWO BAR DIAMETERS. SPlice BOTTOM BAR OVER SUPPORTS AND TOP BAR AT MIDSPAN ONLY. WHERE BARS ARE SHOWN SPLICED, THEY MAY RUN CONTINUOUS AT CONTRACTOR'S OPTION.

CONCRETE

1. PROVIDE MIX DESIGNS THAT WILL MEET THE MINIMUM REQUIREMENTS LISTED HEREIN:

A. MINIMUM 28-DAY STRENGTH: 4000 PSI

B. TYPE III CEMENT

C. SMALL TO MEDIUM AGGREGATE (1" MAX.)

D. WATER/CEMENT RATIO OF .45 OR LESS

E. MIX DESIGNS CONTAINING FLY ASH: THE AMOUNT OF FLY ASH USED SHALL NOT EXCEED 20% BY WEIGHT OF THE COMBINED WEIGHT OF FLY ASH PLUS CEMENT.

F. AIR ENTRAINMENT NOT TO EXCEED 3%.
2. DO NOT INSTALL CONCRETE WORK OVER SATURATED, MUDDY, OR FROZEN SUBGRADE.
3. PROTECT ADJACENT WORK AND PROVIDE TEMPORARY BARRICADES AS REQUIRED FOR PROTECTION OF PROJECT WORK AND PUBLIC SAFETY.
4. MECHANICALLY VIBRATE ALL CONCRETE FLATWORK WHEN PLACED, EXCEPT THAT SLABS ON GRADE AND SLABS ON DECK NEED TO BE VIBRATED ONLY AROUND EMBEDDED ITEMS.
5. CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED PER THE ACI CODE, WHEN REQUIRED BY THE PROJECT. FREQUENCY= 1 SET OF CYLINDERS PER 50 CY'S PLACED. OWNER TO BEAR ALL COSTS.
6. ALL REINFORCING, INCLUDING DOWELS AND ANCHOR BOLTS, SHALL BE SECURELY TIED IN LOCATION BEFORE PLACING CONCRETE OR GROUT. DOWELS WILL NOT BE ALLOWED TO BE "STABBED" IN.
7. IN AN EFFORT TO CONTROL SHRINKAGE AND QUALITY, FLATWORK/FLOORS SHOULD BE PLACED IN SECTIONS OF 25 CY'S OR LESS.
8. CONDUITS, PIPES, AND SLEEVES EMBEDDED IN CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ACI 6.3.

CONCRETE PLACEMENT

1. CONSOLIDATE CONCRETE BY MECHANICAL VIBRATING EQUIPMENT SUPPLEMENTED BY HAND-SPADING, RODDING OR TAMPING. USE EQUIPMENT AND PROCEDURES TO CONSOLIDATE CONCRETE ACCORDING TO RECOMMENDATIONS IN ACI 309R.

A. CONSOLIDATE CONCRETE ALONG FACE OF FORMS AND ADJACENT TO TRANSVERSE JOINTS WITH AN INTERNAL VIBRATOR. KEEP VIBRATOR AWAY FROM JOINT ASSEMBLIES, REINFORCEMENT, OR SIDE FORMS. USE ONLY SQUARE-FACED SHOVELS FOR HAND-SPREADING AND CONSOLIDATION. CONSOLIDATE WITH CARE TO PREVENT DISLOCATING REINFORCEMENT, DOWELS, AND JOINT DEVICES.
2. COLD WEATHER PLACEMENT: COMPLY WITH ACI 306.1 AND AS FOLLOWS. PROTECT CONCRETE WORK FROM PHYSICAL DAMAGE OR REDUCED STRENGTH THAT COULD BE CAUSED BY FROST, FREEZING ACTIONS, OR LOW TEMPERATURES.

A. WHEN AIR TEMPERATURE HAS FALLEN TO OR IS EXPECTED TO FALL BELOW 40 DEG F, UNIFORMLY HEAT WATER AND AGGREGATES BEFORE MIXING TO OBTAIN A CONCRETE MIXTURE TEMPERATURE OF NOT LESS THAN 50 DEG F AT POINT OF PLACEMENT.

B. DO NOT USE FROZEN MATERIALS OR MATERIALS CONTAINING ICE OR SNOW.

C. DO NOT USE CALCIUM CHLORIDE, SALT, OR OTHER MATERIALS CONTAINING ANTIFREEZE AGENTS OR CHEMICAL ACCELERATORS, UNLESS OTHERWISE SPECIFIED AND APPROVED IN MIX DESIGNS.
3. HOT-WEATHER PLACEMENT: PLACE CONCRETE ACCORDING TO RECOMMENDATION IN ACI 305R AND AS FOLLOWS WHEN HOT-WEATHER CONDITIONS EXIST:

A. COOL INGREDIENTS BEFORE MIXING TO MAINTAIN CONCRETE TEMPERATURE AT TIME OF PLACEMENT BELOW 100 DEG FAHRENHEIT. CHILLED MIXING WATER OR CHOPPED ICE MAY BE USED TO CONTROL TEMPERATURE. PROVIDED WATER EQUIVALENT OF ICE IS CALCULATED TO TOTAL AMOUNT OF MIXING WATER. USING LIQUID NITROGEN TO COOL CONCRETE IS CONTRACTORS OPTION.

B. FOG-SPRAY FORMS, REINFORCEMENT STEEL, AND SUBGRADE JUST BEFORE PLACING CONCRETE. KEEP SUBGRADE MOISTURE UNIFORM WITHOUT STANDING WATER, SOFT SPOTS, OR DRY AREAS.
4. **FINISH: ALL EXPOSED CONCRETE SURFACES ARE TO BE HARD STEEL TROWEL FINISH UNLESS OTHERWISE NOTED. TROWEL UNTIL ALL VISIBLE PORES ARE CLOSED. CEASE TROWELING BEFORE SURFACE BECOMES GLOSSY. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.**

a. ALL EDGE TOOLING SHOULD BE 1/8 INCH RADIUS UNLESS OTHERWISE SPECIFIED.
5. COLOR: ALL CONCRETE SURFACES ARE TO BE NATURAL GRAY COLOR UNLESS OTHERWISE NOTED. MINOR VARIATIONS IN APPEARANCE OF COLORED CONCRETE, WHICH ARE SIMILAR TO NATURAL VARIATIONS IN COLOR AND APPEARANCE OF UNCOLORED CONCRETE, ARE ACCEPTABLE. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.

CONCRETE PROTECTION AND CURING

1. GENERAL: PROTECT FRESHLY PLACED CONCRETE FROM PREMATURE DRYING AND EXCESSIVE COLD OR HOT TEMPERATURES. COMPLY WITH ACI 306.1 FOR COLD-WEATHER PROTECTION AND FOLLOW RECOMMENDATIONS IN ACI 305R FOR HOT-WEATHER PROTECTION DURING CURING. KEEP MOIST FOR NECESSARY AMOUNT OF TIME TO REACH CONCRETE STRENGTH AND INHIBIT MOISTURE LOSS AFTER PLACING.

2. EVAPORATION RETARDANT: WATERBORNE, MONOMOLECULAR FILM FORMING, MANUFACTURED FOR APPLICATION TO FRESH CONCRETE, SUCH AS EUCOBAR EVAPORATION RETARDANT BY THE EUCLID CHEMICAL COMPANY. APPLY EVAPORATION RETARDANT TO CONCRETE SURFACES IF HOT, DRY, OR WINDY CONDITIONS CAUSE MOISTURE LOSS BEFORE AND DURING FINISHING OPERATIONS. APPLY TO EXPOSED SURFACE OF CONCRETE ACCORDING TO MANUFACTURERS WRITTEN INSTRUCTIONS AS NECESSARY.
3. BEGIN CURING AFTER FINISHING CONCRETE, BUT NOT BEFORE FREE WATER HAS DISAPPEARED FROM CONCRETE SURFACE.
4. CURING METHODS: CURE CONCRETE BY CURING COMPOUND, MOISTURE CURING, MOISTURE-RETAINING-COVER CURING, OR A COMBINATION OF THESE AS FOLLOWS:

A. CURING COMPOUND: MEET REQUIREMENTS OF MANUFACTURER'S CURRENT PRINTED APPLICATION INSTRUCTIONS AND COVERAGE RATE CHART. FOR HORIZONTAL APPLICATIONS, IMMEDIATELY APPLY AFTER ALL SURFACE WATER HAS DISAPPEARED AND THE CONCRETE SURFACE IS HARD ENOUGH TO WALK ON. FOR VERTICAL APPLICATIONS, APPLY IMMEDIATELY AFTER REMOVING THE CONCRETE FORMS. APPLY IN A UNIFORM AND CONTINUOUS MANNER. AVOID OVER-APPLICATION OR PUDDLING OF CURING COMPOUND. PROTECT SURFACE FROM WATER, ADJACENT SHOTCRETE WORK, AND DEBRIS.

B. MOISTURE CURING: KEEP SURFACES CONTINUOUSLY MOIST FOR NOT LESS THAN SEVEN DAYS WITH THE FOLLOWING MATERIALS:
 - WATER.
 - CONTINUOUS WATER-FOG SPRAY.
 - ABSORPTIVE COVER, WATER SATURATED, AND KEPT CONTINUOUSLY WET. COVER CONCRETE SURFACES AND EDGES, OVERLAP SEAMS MIN. 6" BETWEEN ADJACENT ABSORPTIVE COVERS.

C. MOISTURE-RETAINING-COVER CURING: COVER CONCRETE SURFACES WITH MOISTURE-RETAINING COVER FOR CURING CONCRETE. PLACED IN WIDEST PRACTICABLE WIDTH, WITH SIDES AND ENDS LAPPED AT LEAST 6 INCHES.

CURING MATERIALS

1. ABSORPTIVE COVER: AASHTO M 182, CLASS 2, BURLAP CLOTH MADE FROM JUTE OR KENAF, WEIGHING APPROXIMATELY 90Z/SQ. YD. DRY.
2. MOISTURE-RETAINING COVER: ASTM C 171, POLYETHYLENE FILM OR WHITE BURLAP-POLYETHYLENE SHEET (BUR LENE).
3. WATER: POTABLE.
4. CURING COMPOUND: ASTM C-309, CLEAR, WATER-BASED, NO VOLATILE, NON-STAINING, MEMBRANE-FORMING, COMPATIBLE WITH SUBSEQUENT CONCRETE TREATMENTS. ACCEPTABLE PRODUCT: W.R. MEADOWS 1100-CLEAR, OR APPROVED EQUAL.

JOINT MATERIALS

1. EXPANSION AND ISOLATION JOINT FILLER STRIPS: EXPANSION JOINT MATERIALS SHALL BE FLEXIBLE POLYETHYLENE CLOSED CELL FOAM OR SIMILAR AND SUPPLIED BY CONCRETE CONTRACTOR. DECK-O-FOAM OR EQUIVALENT.
2. EXPANSION JOINT SEALANT: SIKAFLEX - 1A NS TG POLYURETHANE ELASTOMERIC SEALANT, OR APPROVED EQUAL. COLOR OF CAULK SHOULD RESEMBLE NATURAL COLOR OF CONCRETE (ALUMINUM GRAY OR LIMESTONE).
3. SAW CUT JOINT SEALANT: SIKAFLEX-1C SL HIGH PERFORMANCE, SELF-LEVELING, 1-PART POLYURETHANE SEALANT, OR APPROVED EQUAL. COLOR OF CAULK SHOULD RESEMBLE NATURAL COLOR OF CONCRETE (ALUMINUM GRAY OR LIMESTONE)

JOINTS

1. GENERAL: CONSTRUCT CONSTRUCTION, ISOLATION, AND CONTRACTION JOINTS AND TOOL EDGINGS TRUE TO LINE WITH FACES PERPENDICULAR TO SURFACE PLANE OF CONCRETE. CONSTRUCT TRANSVERSE JOINTS AT RIGHT ANGLES TO CENTERLINE, UNLESS OTHERWISE INDICATED.
2. EXPANSION JOINTS: FORM EXPANSION JOINTS OF SPECIFIED JOINT-FILLER STRIPS WHERE INDICATED

A. LOCATE EXPANSION JOINTS AS INDICATED ON DRAWINGS.

B. EXTEND JOINT FILLERS FULL WIDTH AND DEPTH OF JOINT.

3. INSTALL DOWEL BARS AND SUPPORT ASSEMBLIES AT JOINTS WHERE INDICATED. LUBRICATE OR ASPHALT-COAT ONE-HALF DOWEL LENGTH TO PREVENT CONCRETE BONDING TO ONE SIDE OF JOINT.
4. CONTROL JOINTS: FORM WEAKENED-PLANE JOINTS. SECTIONING CONCRETE INTO AREAS AS INDICATED. CONSTRUCT CONTROL JOINTS FOR A DEPTH AS INDICATED IN THE DRAWINGS (GENERALLY 1/3 OF THE PAVEMENT THICKNESS), AS FOLLOWS:

A. SAWED JOINTS: FORM CONTROL JOINTS WITH POWER SAWS EQUIPPED WITH SHATTERPROOF ABRASIVE OR DIAMOND-RIMMED BLADES. CUT 1/8 INCH WIDE JOINTS INTO CONCRETE WHEN CUTTING ACTION WILL NOT TEAR, ABRADE, OR OTHERWISE DAMAGE SURFACE AN BEFORE DEVELOPING RANDOM CONTRACTION CRACKS. EARLY SAW CUTS ARE APPROXIMATELY 1 INCH DEEP, REGARDLESS OF PAVEMENT THICKNESS. REFER TO CONTROL JOINT GUIDE DRAWING OF PLAN SET IF APPLICABLE.

B. IF SKATEPARK PROJECT DESIGN UTILIZES POURED STEPS, CONTROL JOINTS MUST BE CUT 3 - 4 FEET FROM THE EDGE OF THE TOP STEP.

METALS

1. FURNISH MATERIALS AND PERFORM LABOR REQUIRED TO EXECUTE THIS WORK AS INDICATED ON THE DRAWINGS, AS SPECIFIED, AND AS NECESSARY TO COMPLETE THE CONTRACT, INCLUDING, BUT NOT LIMITED TO BOWL STEEL COPING, LEDGE STEEL EDGING, HANDRAILS, AND GRIND RAILS.
2. USING SKILLED WORKERS, FORM AND FABRICATE ITEMS OF WORK AS INDICATED AND AS REQUIRED TO MEET INSTALLATION CONDITIONS. MAKE PROVISIONS TO CONNECT WITH OR RECEIVE THE WORK OF OTHER TRADES.
3. USE MATERIALS OF SIZE AND THICKNESS SHOWN OR, IF NOT SHOWN, OF REQUIRED SIZE AND THICKNESS TO PRODUCE STRENGTH AND DURABILITY IN THE FINISHED PRODUCT.
4. UNLESS OTHERWISE INDICATED, WELD OR BOLT CONNECTIONS BETWEEN MEMBERS, WHERE POSSIBLE, CONCEAL CONNECTIONS ON THE FINISHED WORK. FIT OR MITER EXPOSED JOINTS TO HAIRLINE TOLERANCE OR USE WELDED JOINTS. ON FINISHED SURFACES, GRIND ALL WELDS SMOOTH AND FLUSH WITH BASE METAL.
5. WELD CONNECTIONS WHICH ARE NOT TO BE LEFT AS EXPOSED JOINTS, BUT CANNOT BE SHOP WELDED BECAUSE OF SHIPPING SIZE LIMITATIONS.
6. CAP ALL EXPOSED TUBE OR PIPE ENDS. USE SIZE AND THICKNESS OF MATERIAL SHOWN. PROPERLY FIT AND WELD CAP AT JOINT, GRIND WELD SMOOTH AND FLUSH WITH BASE METAL.
7. BEND PIPE OR TUBING WITHOUT COLLAPSING OR DEFORMING THE WALLS, SO AS TO PRODUCE A SMOOTH UNIFORM CURVED SECTION AND MAINTAIN UNIFORM SECTIONAL SHAPE.
8. WHERE ITEMS ARE TO BE IMBEDDED IN CONCRETE OR MASONRY, PROVIDE WELDED-ON ANCHORS OR LUGS AS INDICATED OR REQUIRED.
9. PROVIDE TEMPORARY BRACING OR ANCHORS IN FORMWORK FOR ITEMS WHICH ARE TO BE BUILT INTO CONCRETE OR SIMILAR CONSTRUCTION.
11. GALVANIZING REPAIR—USE A HIGH ZINC DUST CONTENT PAINT FOR RE-GALVANIZING WELDS IN GALVANIZED STEEL. HOT GALVANIZED SOLDER IS ALSO ACCEPTABLE. USE RUST-OLEUM COLD GALVANIZING COMPOUND SPRAY, OR SIMILAR.
12. ALL WELDING SHALL CONFORM TO REQUIREMENTS OF AWS STANDARDS. ALL WELDING SHALL BE SHIELDED METAL ARC WELDING. WELDS IN FINISH WORK SHALL BE FILLED OUT FLUSH, GROUND AND DISTRESSED.
13. ASTM A-36 FOR C, MC, ANGLES, AND PLATES.
14. ASTM A-53 GRADE B OR A-500 GRADE B OR A-501 GRADE B FOR STEEL PIPES.
15. ASTM A-123 STANDARD SPECIFICATION FOR ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS
16. ASTM A-780 STANDARD PRACTICE FOR REPAIR OF DAMAGED AND UNCOATED AREAS OF HOT-DIP GALVANIZED COATINGS.

SUPPLEMENTARY NOTES

1. THESE CONTRACT DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE IMPROVEMENTS, WORKERS, AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, MEANS AND METHODS, BRACING, SHORING, FORMS, SCAFFOLDING, GUYING OR OTHER MEANS TO AVOID EXCESSIVE STRESSES AND TO HOLD ELEMENTS IN PLACE DURING CONSTRUCTION.

OBSERVATION VISITS TO THE SITE BY THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

2. OPTIONS AND SUBSTITUTIONS (APPROVED BY OWNER/SKATEPARK DESIGNER/ARCHITECT) ARE FOR CONTRACTOR'S CONVENIENCE. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING ALL CHANGES AND ADDITIONAL COSTS NECESSARY AND SHALL COORDINATE ALL DETAILS WITH SKATEPARK DESIGNER THROUGH PRIME CONTRACTOR.
3. ANY ENGINEERING DESIGN PROVIDED BY CONTRACTOR OR OTHERS AND SUBMITTED FOR REVIEW SHALL BE WET SIGNED AND STAMPED BY AN INSURED REGISTERED STRUCTURAL OR CIVIL ENGINEER LICENSED IN THE STATE OF WHICH THE PROJECT IS LOCATED, IF REQUIRED BY CITY OR COUNTY.
4. UNLESS NOTED OTHERWISE, DETAILS ON CONSTRUCTION DRAWINGS ARE TYPICAL AS INDICATED BY CUTS, REFERENCES, OR TITLES. ALL DETAILS SHOWN SHALL BE IMPORTED INTO THE PROJECT AT ALL APPROPRIATE LOCATIONS, WHETHER SPECIFICALLY INDICATED OR NOT. TYPICAL DETAILS MAY OR MAY NOT BE REFERENCED ON THE DOCUMENTS, BUT SHALL APPLY AT ALL LOCATIONS, UNLESS NOTED OTHERWISE. WHERE NO DETAIL CUTS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK SHOWN ELSEWHERE ON THE PROJECT. FOR BIDDING PURPOSES, WHERE ANY SHOWN MEMBER OR STRUCTURAL ELEMENT IS NOT SIZED ON THE DOCUMENTS, THE LARGEST SIMILAR MEMBER USED IN THE PROJECT SHALL BE UTILIZED.
5. ALL DIMENSIONS AND ELEVATIONS SHOWN ON CONSTRUCTION DRAWINGS SHALL BE VERIFIED WITH ARCHITECTURAL DRAWINGS (IF REQUIRED BY THE PROJECT). RESOLVE ALL DISCREPANCIES WITH SKATEPARK DESIGNER AND PRIME CONTRACTOR PRIOR TO START OF CONSTRUCTION. DO NOT SCALE DRAWINGS.
6. CONTRACTOR SHALL ESTABLISH AND VERIFY IN FIELD ALL EXISTING CONDITIONS AFFECTING NEW CONSTRUCTION. CONTACT SKATEPARK DESIGNER AND PRIME CONTRACTOR IMMEDIATELY IF EXISTING CONDITIONS ARE NOT AS DEPICTED IN DRAWINGS.
7. ***SKATE FEATURE DESIGN AND LAYOUT ARE THE RESPONSIBILITY OF THE SKATEPARK DESIGNER.**

PAVEMENT TOLERANCES

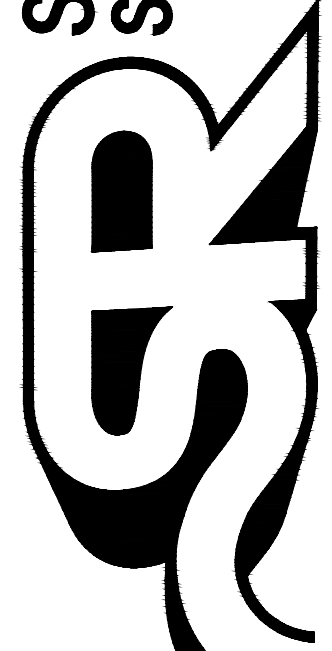
4. CONTRACTOR MUST ACHIEVE POSITIVE DRAINAGE FOR ALL SURFACES WITHIN THE SKATEPARK AREA WHENEVER POSSIBLE.

REPAIRS AND PROTECTION

1. REMOVE AND REPLACE CONCRETE PAVEMENT THAT IS BROKEN, DAMAGED, OR DEFECTIVE, OR DOES NOT MEET REQUIREMENTS IN THIS SECTION. THE CONTRACTOR SHALL FIX ALL CRACKS AND DISPLACEMENTS LARGER THAN 3/16" UP TO THE PROJECT COMPLETION.
2. PROTECT CONCRETE FROM DAMAGE. EXCLUDE TRAFFIC FROM PAVEMENT FOR AT LEAST 14 DAYS AFTER PLACEMENT. WHEN CONSTRUCTION TRAFFIC IS PERMITTED, MAINTAIN PAVEMENT AS CLEAN AS POSSIBLE BY REMOVING SURFACE STAINS AND SPILLAGE OF MATERIALS AS THEY OCCUR.
3. MAINTAIN CONCRETE PAVEMENT OF FREE STAINS, DISCOLORATION, DIRT, AND OTHER FOREIGN MATERIAL.

SPOHN RANCH
SKATE PARKS

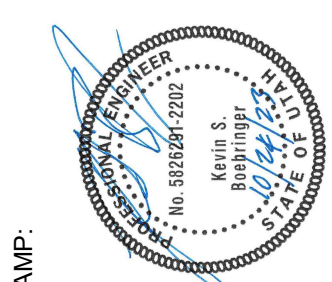
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REVISIONS

NO	DATE	DESCRIPTION	BY
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-



STAMP:

SKATE PARK DESIGNED BY	VO	DOCUMENTS BY	DM / ZM	PLAN CHECKED BY	DH	DATE
						10/24/2023

PROJECT TITLE
40TH STREET SKATEPARK

SHEET TITLE

SHEET TITLE

SPECIFICATIONS

SHEET

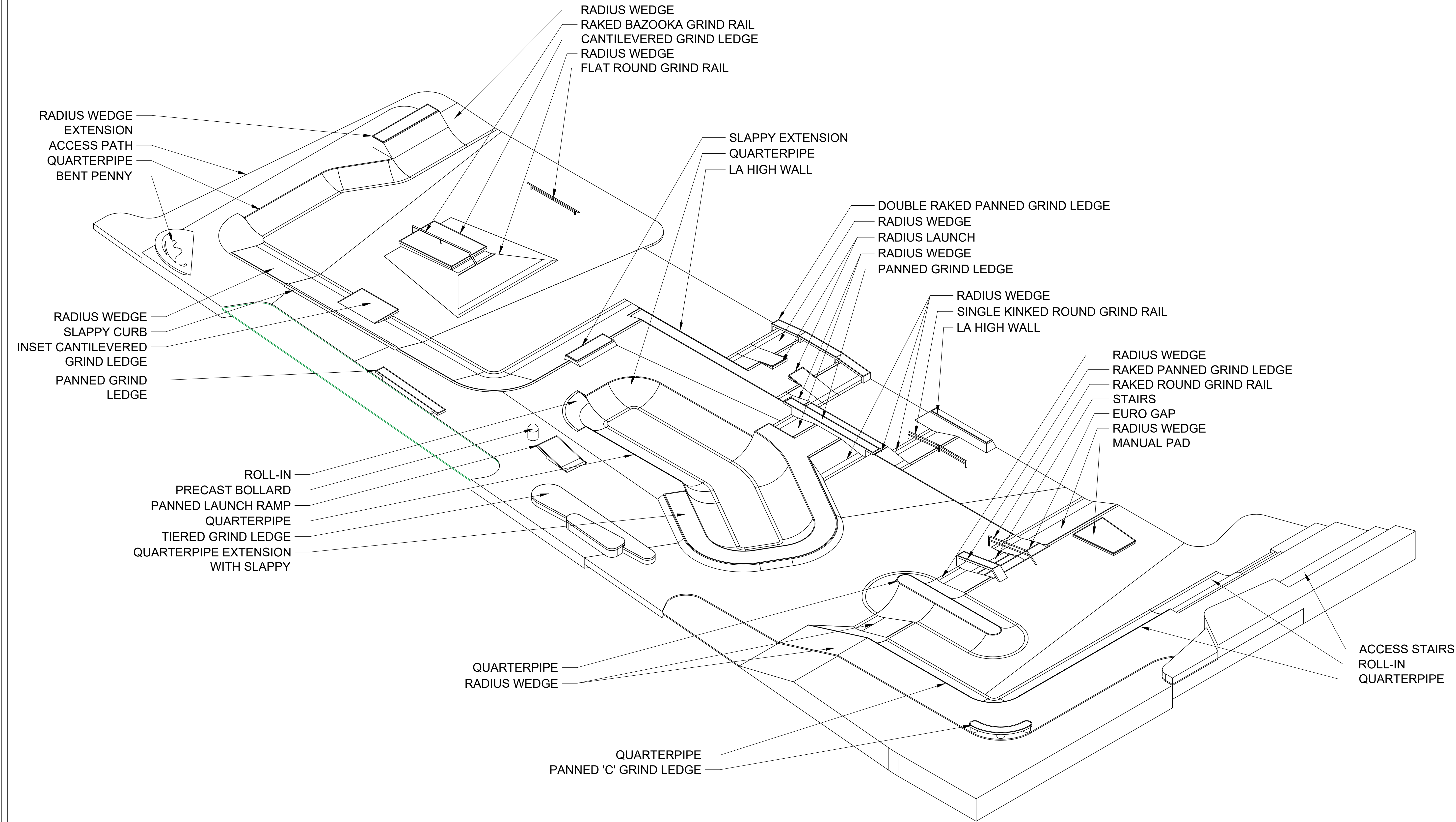
SK2.0

OF XX



1-800-662-4111 UT

OF XX



RADIUS WEDGE
RAKED BAZOOKA GRIND RAIL
CANTILEVERED GRIND LEDGE
RADIUS WEDGE
FLAT ROUND GRIND RAIL

RADIUS WEDGE
EXTENSION
ACCESS PATH
QUARTERPIPE
BENT PENNY

SLAPPY EXTENSION
QUARTERPIPE
LA HIGH WALL

DOUBLE RAKED PANNED GRIND LEDGE
RADIUS WEDGE
RADIUS LAUNCH
RADIUS WEDGE
PANNED GRIND LEDGE

RADIUS WEDGE
SINGLE KINKED ROUND GRIND RAIL
LA HIGH WALL

RADIUS WEDGE
RAKED PANNED GRIND LEDGE
RAKED ROUND GRIND RAIL
STAIRS
EURO GAP
RADIUS WEDGE
MANUAL PAD

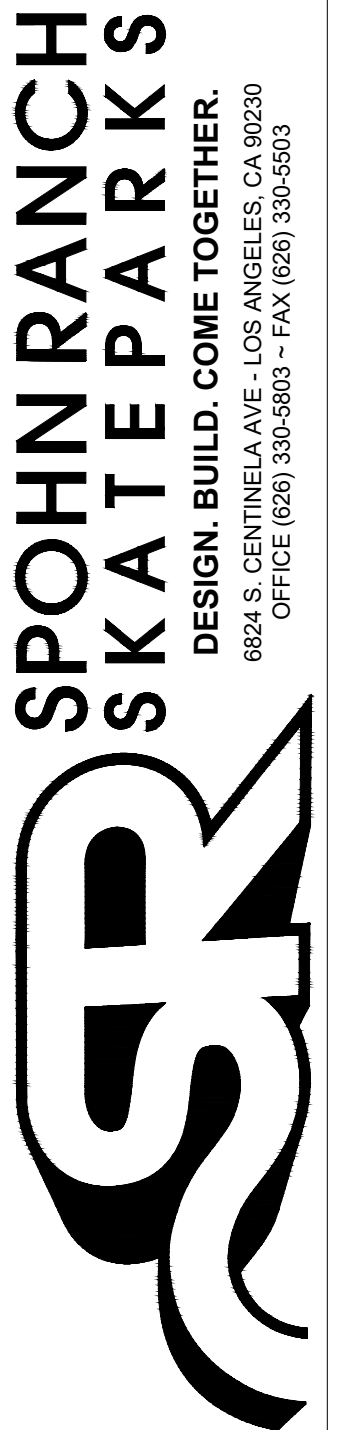
RADIUS WEDGE
SLAPPY CURB
INSET CANTILEVERED
GRIND LEDGE
PANNED GRIND
LEDGE

ROLL-IN
PRECAST BOLLARD
PANNED LAUNCH RAMP
QUARTERPIPE
TIERED GRIND LEDGE
QUARTERPIPE EXTENSION
WITH SLAPPY

QUARTERPIPE
RADIUS WEDGE

QUARTERPIPE
PANNED 'C' GRIND LEDGE

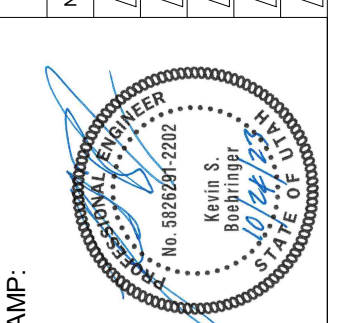
ACCESS STAIRS
ROLL-IN
QUARTERPIPE



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SKATE PARKS**
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OFFICE (626) 330-5803 ~ FAX (626) 330-5803

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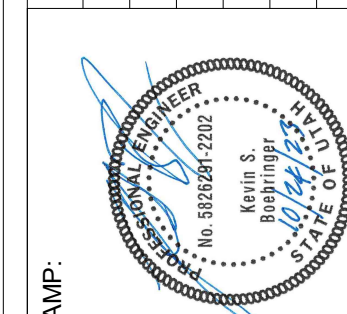
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DOCUMENTS BY	DM / ZM	
PLAN CHECKED BY	DH	
DATE	10/24/2023	

PROJECT TITLE	
40TH STREET SKATEPARK	
SHEET TITLE	
3D PERSPECTIVE	



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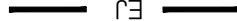





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














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DATE	10/24/2023










PROJECT TITLE	SHEET	3D PERSPECTIVE
40TH STREET SKATEPARK		
SHEET		OF XX
SK3.1		

JOINTING SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	H-01 EXPANSION JOINT	897 LF	8/SK10.0
	H-02 COLD JOINT OR KEY JOINT	1,350 LF	7/SK10.0
	H-03 SAWCUT JOINT	953 LF	10/SK10.0
	H-04 TURNDOWN EDGE AT FINISH SURFACE	740 LF	4/SK10.0
	H-05 TURNDOWN EDGE AT FINISH GRADE	80 LF	5/SK10.0
	H-06 SC OR CJ - FIELD DETERMINED	332 LF	

INFORMATION SCHEDULE

SYMBOL	DESCRIPTION	DETAIL	SECTION
	SP-01 4" THICK CONCRETE FLATWORK		
	SP-02 QUARTERPIPE	1/SK10.1	C, Q, FF, GG, JJ
	SP-03 QUARTERPIPE EXTENSION WITH SLAPPY	2/SK10.1	X
	SP-04 RADIUS WEDGE	3/SK10.1	A, D, E, K, O, T, W, V, Z, AA, HH
	SP-05 RADIUS WEDGE EXTENSION	4/SK10.1	B
	SP-06 RADIUS LAUNCH	11/SK10.1	P
	SP-07 PANNED LAUNCH RAMP	1/SK10.2	S
	SP-08 ROLL-IN	5/SK10.1	R, II
	SP-09 STAIRS	7/SK10.1	DD, PP
	SP-10 EURO GAP	6/SK10.1	BB
	SP-11 LA HIGH WALL	8/SK10.1	M, MM1, MM2, MM3
	SP-12 SLAPPY EXTENSION	12/SK10.1	L
	SP-13 TIERED GRIND LEDGE	2/SK10.2	Y
	SP-14 PANNED GRIND LEDGE	4/SK10.2	J, U
	SP-15 RAKED PANNED GRIND LEDGE	5/SK10.2	EE
	SP-16 DOUBLE RAKED PANNED GRIND LEDGE	6/SK10.2	N
	SP-17 CANTILEVERED GRIND LEDGE		E
	SP-18 INSET CANTILEVERED GRIND LEDGE	3/SK10.2	I
	SP-19 PANNED 'C' GRIND LEDGE		KK

	SP-20 MANUAL PAD		AA
	SP-21 BANK TO SLAPPY CURB	17/SK10.0	H
	SP-22 FLAT ROUND GRIND RAIL	18/SK10.0	G
	SP-23 RAKED ROUND GRIND RAIL	18/SK10.0	CC
	SP-24 SINGLE KINKED ROUND GRIND RAIL	18/SK10.0	NN
	SP-25 RAKED BAZOOKA GRIND RAIL	18/SK10.0	F
	SP-26 PRECAST BOLLARD	9/SK10.1	S
	SP-27 BENT PENNY	10/SK10.1	LL
	SP-28 ACCESS STAIRS		OO, PP

**JOINT PLAN HAS BEEN DEVELOPED TO PROVIDE GUIDANCE TO THE CONTRACTOR FOR THE USE OF SAW CUTS, COLD & EXPANSION JOINTS. ACTUAL FIELD VARIANCES WILL TAKE PRECEDENCE OVER THIS GUIDE. CONTRACTOR SHALL CUT SLAB AS NEEDED TO MINIMIZE CRACKING.

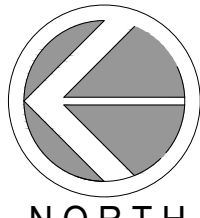
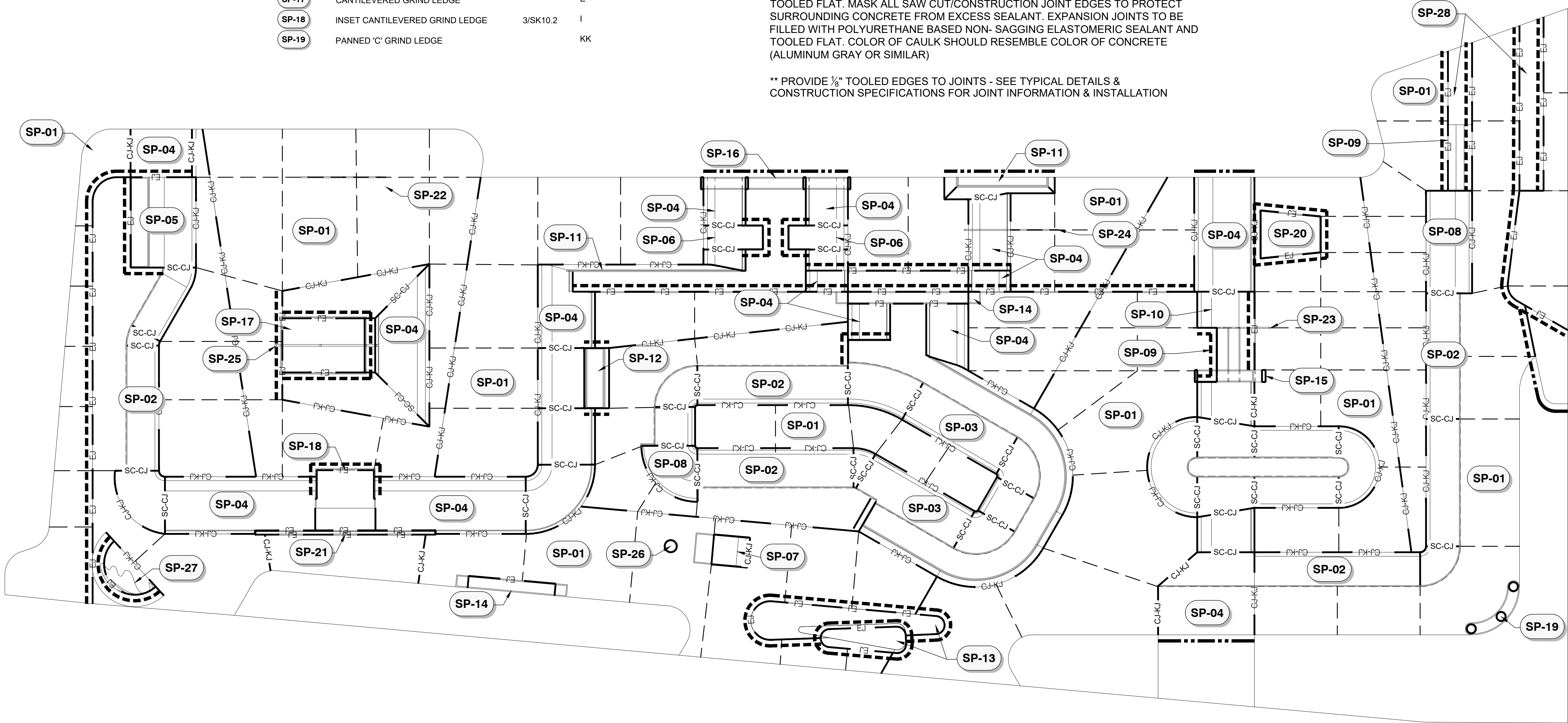
ALIGN SAW CUTS WITH EXPANSION AND COLD JOINTS AND START FROM CORNERS WHERE POSSIBLE TO PREVENT EXCESS CRACKING. SAW CUTS SHALL BE NO MORE THAN 10' X 12' AND/OR NOT TO EXCEED 120 SQUARE FEET AND A 2:1 MAX. RATIO BETWEEN SAW CUTS AND COLD OR EXPANSION JOINTS.

ALL SAW CUTS TO BE FILLED WITH SELF-LEVELING POLYURETHANE SEALANT AND TOOLED FLAT. MASK ALL SAW CUT/CONSTRUCTION JOINT EDGES TO PROTECT SURROUNDING CONCRETE FROM EXCESS SEALANT. EXPANSION JOINTS TO BE FILLED WITH POLYURETHANE BASED NON- SAGGING ELASTOMERIC SEALANT AND TOOLED FLAT. COLOR OF CAULK SHOULD RESEMBLE COLOR OF CONCRETE (ALUMINUM GRAY OR SIMILAR)

** PROVIDE 1/8" TOOLED EDGES TO JOINTS - SEE TYPICAL DETAILS & CONSTRUCTION SPECIFICATIONS FOR JOINT INFORMATION & INSTALLATION

NOTES:

- SEE SHEET SK5.0 FOR COLOR PLAN.
- THE SLAB CONFIGURATION, NOTES, LOCATION OF EXPANSION JOINTS, COLD JOINTS, SAW CUTS, DETAIL REFERENCES, AND APPLICABLE DETAILS HAVE BEEN INCLUDED FOR CLARITY. JOINTS AND DETAILS SHOWN ARE FOR THE SKATEPARK ONLY. REFER TO THE LANDSCAPE PLANS FOR SCOPES BEYOND THE SKATEPARK.
- SUGGESTED ORDER OF CONSTRUCTION FOR CONCRETE ELEMENTS WITHIN THE SKATEPARK FOOTPRINT:
 - SUBSURFACE DRAINAGE
 - SUBGRADE PREP - GRADE, MOISTURE CONDITION, AND COMPACT SKATEPARK FOOTPRINT TO +/- .1' OF SPECIFIED SUBGRADE ELEVATIONS.
 - FINE GRADING
 - LEDGES AND MANUAL PADS
 - BANKS AND TRANSITIONS
 - GRIND RAIL FOOTING INSTALLATION
 - FLOOR SLAB/FLATWORK
- ALL EXPOSED CONCRETE AND SHOTCRETE SURFACES TO BE NATURAL GRAY IN COLOR WITH HARD STEEL TROWEL FINISH UNLESS OTHERWISE SPECIFIED.



0 5' 10' 20'
Scale: 1" = 10'-0"

PROJECT TITLE

40TH STREET SKATEPARK

SHEET TITLE

INFORMATION PLAN

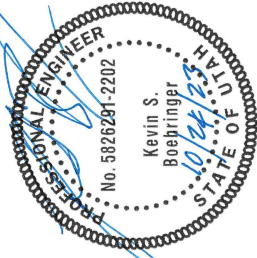
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SKATE PARKS



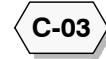
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SHEET

SK4.0

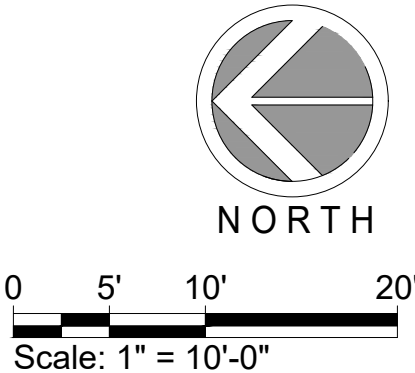
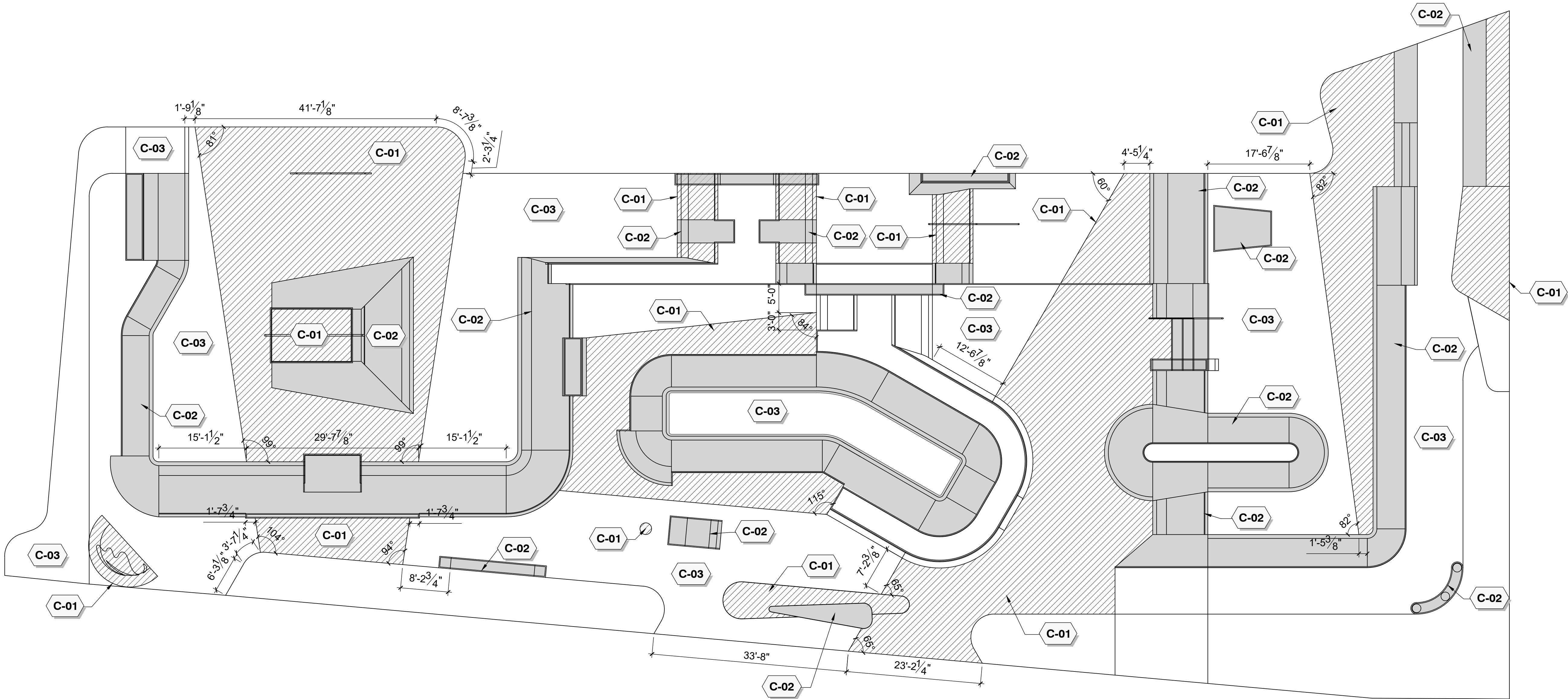
OF XX

COLOR SCHEDULE

SYMBOL	COLOR DESCRIPTION	QTY
	C-01 COLORED CAST-IN-PLACE CONCRETE TO BE 'QUARRY RED' BY EA PIGMENTS OR APPROVED EQUAL	5,627 SF
	C-02 COLORED CAST-IN-PLACE CONCRETE TO BE 'LET'S ROLL CHARCOAL' BY EA PIGMENTS OR APPROVED EQUAL	4,981 SF
	C-03 ALL OTHER CAST-IN-PLACE CONCRETE TO BE NATURAL GRAY	

COLOR NOTES:

1. CONCRETE COLOR AVAILABLE FROM EA PIGMENTS 1-888-222-7501, OR APPROVED EQUAL.
2. FINISH: ALL EXPOSED CONCRETE SURFACES ARE TO BE HARD STEEL TROWEL FINISH UNLESS OTHERWISE NOTED. TROWEL UNTIL ALL VISIBLE PORES ARE CLOSED. CEASE TROWELING BEFORE SURFACE BECOMES GLOSSY. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.
3. REFER TO STEEL PLAN ON SHEET SK8.0 FOR STEEL FINISH.



PROJECT TITLE

40TH STREET SKATEPARK

SHEET TITLE

COLOR PLAN

SHEET

SK5.0

OF XX

SKATE PARK DESIGNED BY

VO

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CONSTRUCTION NOTES:

1. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO ALL APPLICABLE GOVERNING CODES AND ORDINANCES.

2. ALL FORMS AND ALIGNMENTS OF PAVING, LAYOUT, AND SPECIAL PAVING AREAS SHALL BE REVIEWED AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO POURING (GIVE A MINIMUM OF 24 HOURS NOTICE)

3. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PUBLIC IMPROVEMENTS, INCLUDING UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL REPAIR AND/OR REPLACE IN-KIND ALL PUBLIC IMPROVEMENTS DAMAGED, BROKEN, OR REMOVED DURING CONSTRUCTION

4. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS (UNLESS OTHERWISE NOTED).

5. ALL REBAR CROSSINGS TO BE TIED.

6. ALL CONSTRUCTION TO BE PLUMB AND TRUE, UNLESS OTHERWISE NOTED OR INDICATED.

7. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE SKATE PARK DESIGNER, OWNER/BUILDER OR OWNER'S REPRESENTATIVE.

8. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS AND FOR SAFETY CONDITIONS AT THE WORK SITE.

9. ALL BRACING, TEMPORARY SUPPORTS, SHORING, ETC.. ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

10. OBSERVATION VISITS TO THE JOB SITE BY THE SKATE PARK DESIGNER OR OWNER, DO NOT INCLUDE INSPECTION OF CONSTRUCTION PROCEDURES. THE VISIT SHALL NOT BE CONSTRUED AS CONTINUOUS AND DETAILED INSPECTIONS.
11. CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED SIMILAR TO THE DETAILS FOR THE RESPECTIVE MATERIALS.

12. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED CONSTRUCTION PRODUCT. THESE DOCUMENTS, ALTHOUGH PREPARED WITH CARE AND DILIGENCE, MAY CONTAIN ERRORS, OMISSIONS, CONTRADICTIONS, ETC. THE CONTRACTOR SHALL REVIEW ALL DOCUMENTS THOROUGHLY AND SHALL NOTIFY THE SKATE PARK DESIGNER IMMEDIATELY UPON ANY SUCH DISCOVERY OR DISCREPANCY. GOVERNING CODES SHALL THEN APPLY.

13. ALL SCALE DIMENSIONS ARE APPROXIMATE. WRITTEN DIMENSIONS AND DETAILS TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL CHECK AND VERIFY ALL SITE DIMENSIONS PRIOR TO PROCEEDING WITH WORK AND CLARIFY WITH SKATE PARK DESIGNER, OWNER IF NECESSARY.

14. DESIGN, MATERIAL, EQUIPMENT AND PRODUCTS OTHER THAN THOSE DESCRIBED OR INDICATED ON DRAWINGS MAY BE CONSIDERED FOR USE. APPROVAL FOR SUBSTITUTIONS SHALL BE OBTAINED FROM THE SKATE PARK DESIGNER.

15. SHOP DRAWINGS SHALL BE SUBMITTED BY THE CONTRACTOR FOR THE CLARIFICATION OF DESIGN CONCEPT DETAILS & SUBSTITUTIONS.

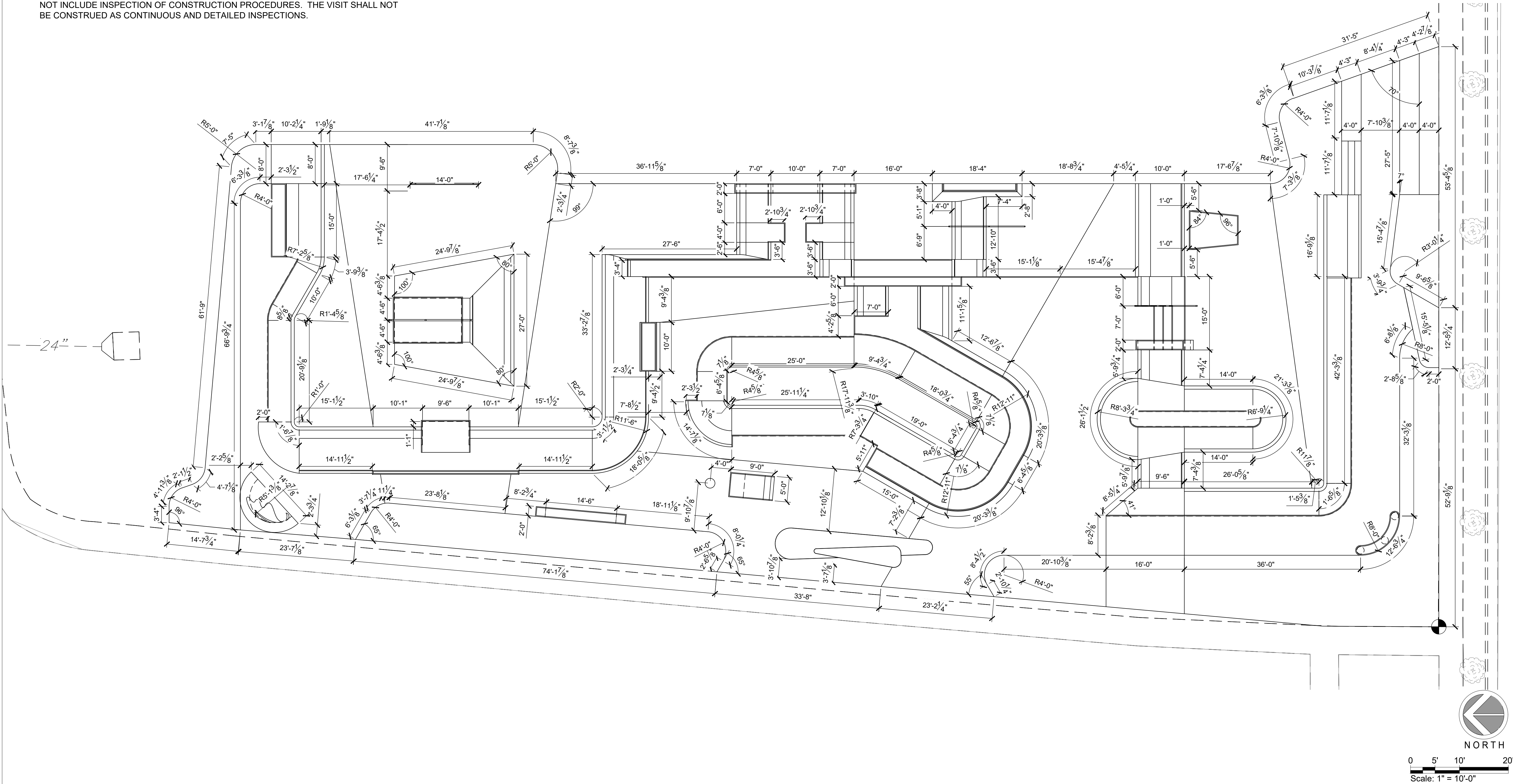
16. DURING WORK AND THROUGH ITS COMPLETION, THE CONTRACTOR SHALL KEEP THE SITE CLEAN TO THE SATISFACTION OF THE OWNER.

17. FINAL MATERIAL, FINISHES AND COLOR SHALL BE APPROVED BY OWNER AND SKATE PARK DESIGNER PRIOR TO INSTALLATION.

18. CLEAN-UP SHALL TAKE PLACE ON A DAILY BASIS.

19. REFER TO SPECIFICATIONS FOR ANY ADDITIONAL INFORMATION.

**ALL COLD JOINTS AT THE BOTTOM OF ALL RADIUS TRANSITIONS & RADIUS BANKS SHALL BE LOCATED 8" MAX. FROM THE POINT OF TANGENCY. SEE TYPICAL DETAILS FOR CLARIFICATION.



PROJECT TITLE

40TH STREET SKATEPARK

SHEET TITLE

LAYOUT PLAN

SHEET

SK6.0

OF XX

SKATE PARK DESIGNED BY

VO

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PLAN CHECKED BY

DH

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Seal of the City of Los Angeles

Seal of the Department of Public Works

Seal of the Department of Transportation

Seal of the Department of Recreation and Parks

SPHOHN RANCH SKATE PARKS




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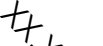
DRAINAGE SCHEDULE

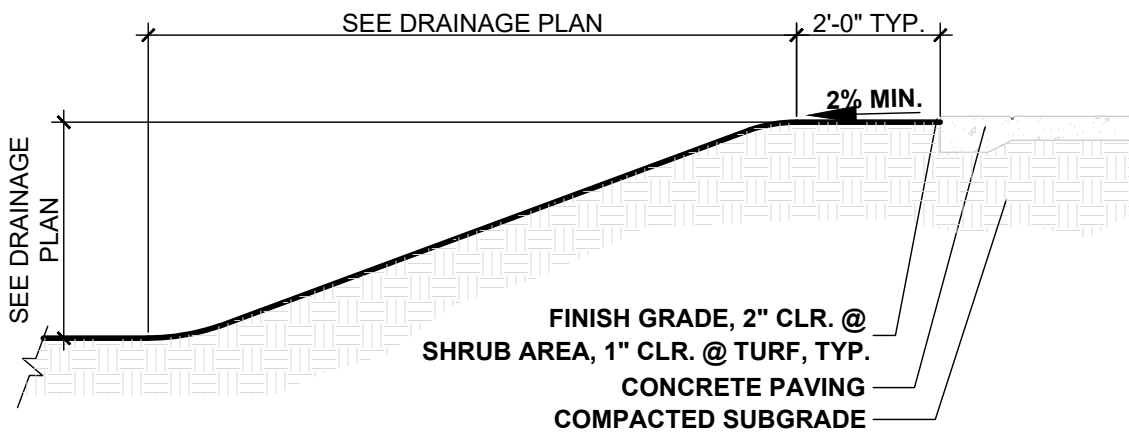
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	8" SDR 35 DRAIN LINE	440 LF	
SYMBOL	LANDSCAPE DESCRIPTION	QTY	DETAIL
	AREA DRAIN	2	1/SK10.0
	ATRIUM DRAIN	3	2/SK10.0

GRADING NOTES

- ALL GRADING SHALL BE IN ACCORDANCE WITH THE LOCAL GRADING CODE AND ANY SPECIAL REQUIREMENTS OF THE GRADING PERMIT.
- CONTRACTOR TO VERIFY GRADES AND NOTIFY OWNER'S CONSTRUCTION ADMINISTRATOR PRIOR TO START OF GRADING WORK.
- SLOPES SHALL BE NO STEEPER THAN 3' HORIZONTAL TO 1' VERTICAL (3:1) AND SHALL HAVE NOT LESS THAN 90% COMPACTION OUT TO THEIR FINISH SURFACES.
- ALL PAVED AREAS SHALL SLOPE AS SHOWN ON PLANS WITH A 2% MAXIMUM FALL. PLANTED AREAS SHALL HAVE A MINIMUM 2% FALL.
- FINISH GRADE SHALL HAVE A UNIFORM SURFACE, FREE OF LUMPS, BUMPS AND DEPRESSIONS AND ANY OBJECTS THAT MAY PREVENT A POSITIVE FLOW TO DRAIN.
- ALL PROPOSED PAVING SURFACES SHALL MEET EXISTING PAVING SURFACES WITH SMOOTH AND CONTINUOUS TRANSITIONS AND FLUSH ALONG ENTIRE EDGE.
- CONCRETE WALKS TO HAVE A MAXIMUM CROSS SLOPE OF 2% AND SHALL MEET ALL CITY AND COUNTY REQUIREMENTS.
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS, EXISTING DRAINAGE STRUCTURES, PARKING LOT IMPROVEMENTS, AND FINISH FLOOR ELEVATIONS. NOTIFY THE OWNER'S CONSTRUCTION ADMINISTRATOR IMMEDIATELY UPON NOTING ANY DISCREPANCIES.
- FINISH GRADE AT TURF AREAS SHALL BE ONE INCH BELOW FINISH SURFACE OF SIDEWALKS, CURBS OR PAVED AREAS. PLANTING AREA FINISH GRADE SHALL BE 2" BELOW SAME UNLESS OTHERWISE SPECIFIED.
- ALL CONSTRUCTION AREAS SHALL BE FREE OF ROCK, DEBRIS, ETC. ALL EXISTING WEEDS SHALL BE REMOVED.
- CONTRACTOR SHALL MEET EXISTING GRADE AT GRADING LIMITS WITH A SMOOTH AND CONTINUOUS TRANSITION.

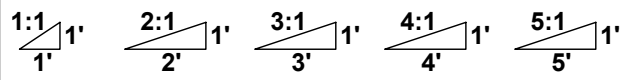
GRADING LEGEND:

	EXISTING CONTOURS
	PROPOSED CONTOURS
	PROPOSED GRADE BREAK
	PROPOSED SWALE CENTER LINE
	PROPOSED ELEVATIONS
	PROPOSED FLOW DIRECTION
BS	BOTTOM OF STEP
FG	FINISH GRADE
FS	FINISH SURFACE
HP	HIGH POINT
INV	INVERT ELEVATION (MAY CHANGE IN FIELD)
PA	PLANTING AREA
TD	TOP OF DRAIN
TL	TOP OF LEDGE
TP	TOP OF PAD
TR	TOP OF RAIL
TS	TOP OF STEP
	EXISTING ELEVATION (VERIFY IN FIELD)



- NOTES
- TYPICAL SLOPE DETAIL FOR INFORMATIONAL PURPOSES ONLY. ALL SLOPE GRADING AND DRAINAGE SHALL CONFORM TO APPROVED GRADING PLAN.
 - ALL BERM MATERIAL WILL BE SUPPLIED TO THE CONTRACTOR BY THE COUNTY, TYPICAL ALL BERMS.

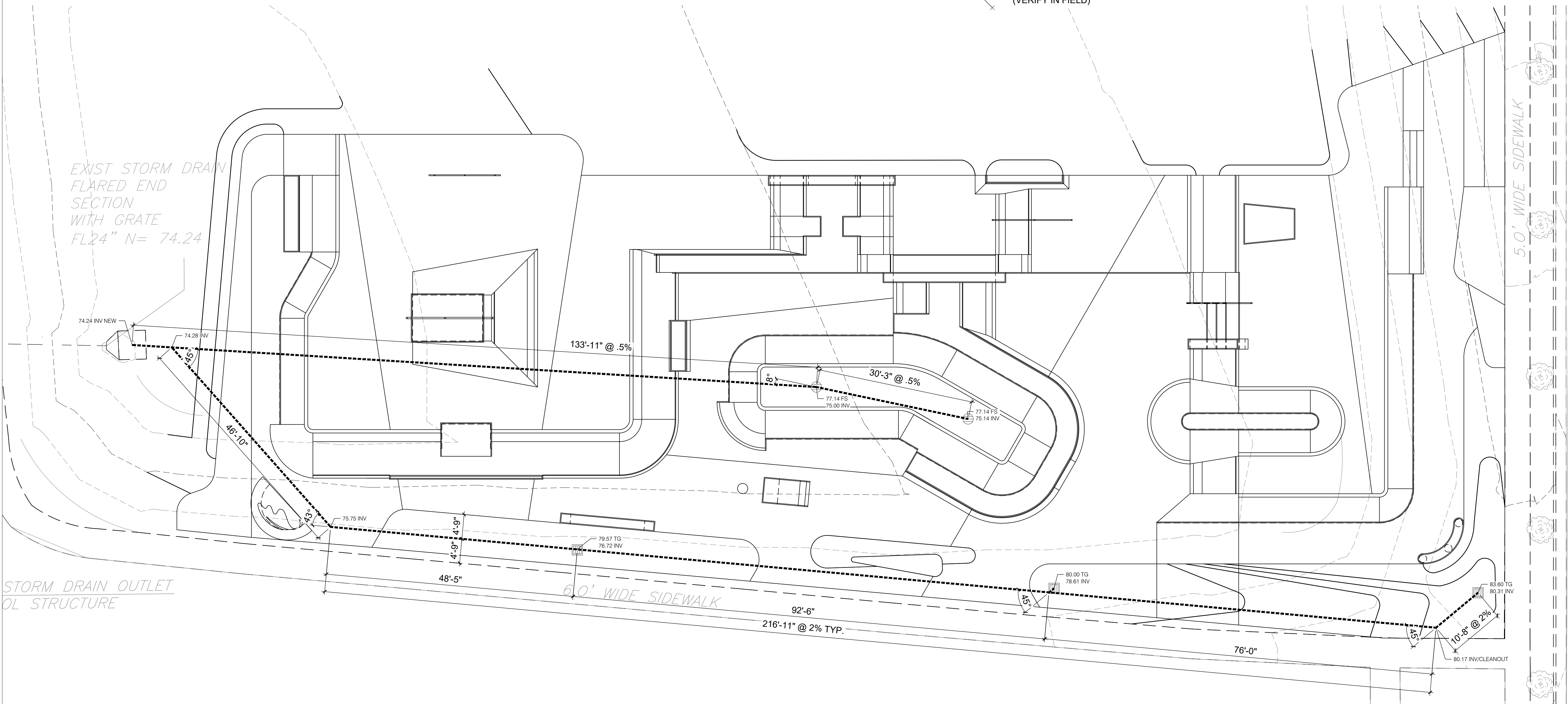
TYPICAL SLOPE FACTORS



1 TYPICAL SLOPE DETAIL

3/4" = 1'-0"

P-PIP-S OGDEN-22



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


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1	10/24/2023	DESIGN	DM

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DH	
DATE	10/24/2023

PROJECT TITLE	SHEET TITLE
40TH STREET SKATEPARK	SUBSURFACE DRAINAGE PLAN

SHEET
SK7.0
OF XX

DRAINAGE SCHEDULE

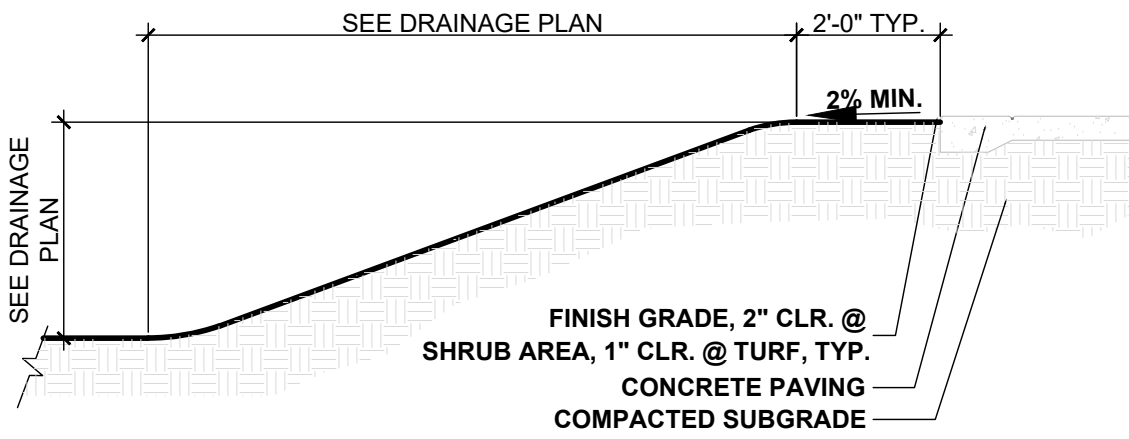
SYMBOL	LANDSCAPE DESCRIPTION	QTY	DETAIL
	8" SDR 35 DRAIN LINE	440 LF	
SYMBOL	LANDSCAPE DESCRIPTION	QTY	DETAIL
	AREA DRAIN	2	1/SK10.0
	ATRIUM DRAIN	3	2/SK10.0

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- CONTRACTOR TO VERIFY GRADES AND NOTIFY OWNER'S CONSTRUCTION ADMINISTRATOR PRIOR TO START OF GRADING WORK.
- SLOPES SHALL BE NO STEEPER THAN 3' HORIZONTAL TO 1' VERTICAL (3:1) AND SHALL HAVE NOT LESS THAN 90% COMPACTION OUT TO THEIR FINISH SURFACES.
- ALL PAVED AREAS SHALL SLOPE AS SHOWN ON PLANS WITH A 2% MAXIMUM FALL. PLANTED AREAS SHALL HAVE A MINIMUM 2% FALL.
- FINISH GRADE SHALL HAVE A UNIFORM SURFACE, FREE OF LUMPS, BUMPS AND DEPRESSIONS AND ANY OBJECTS THAT MAY PREVENT A POSITIVE FLOW TO DRAIN.
- ALL PROPOSED PAVING SURFACES SHALL MEET EXISTING PAVING SURFACES WITH SMOOTH AND CONTINUOUS TRANSITIONS AND FLUSH ALONG ENTIRE EDGE.
- CONCRETE WALKS TO HAVE A MAXIMUM CROSS SLOPE OF 2% AND SHALL MEET ALL CITY AND COUNTY REQUIREMENTS.
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS, EXISTING DRAINAGE STRUCTURES, PARKING LOT IMPROVEMENTS, AND FINISH FLOOR ELEVATIONS. NOTIFY THE OWNER'S CONSTRUCTION ADMINISTRATOR IMMEDIATELY UPON NOTING ANY DISCREPANCIES.
- FINISH GRADE AT TURF AREAS SHALL BE ONE INCH BELOW FINISH SURFACE OF SIDEWALKS, CURBS OR PAVED AREAS. PLANTING AREA FINISH GRADE SHALL BE 2" BELOW SAME UNLESS OTHERWISE SPECIFIED.
- ALL CONSTRUCTION AREAS SHALL BE FREE OF ROCK, DEBRIS, ETC. ALL EXISTING WEEDS SHALL BE REMOVED.
- CONTRACTOR SHALL MEET EXISTING GRADE AT GRADING LIMITS WITH A SMOOTH AND CONTINUOUS TRANSITION.

GRADING LEGEND:

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED GRADE BREAK
- PROPOSED SWALE CENTER LINE
- PROPOSED ELEVATIONS
- PROPOSED FLOW DIRECTION
- BS BOTTOM OF STEP
- FG FINISH GRADE
- FS FINISH SURFACE
- HP HIGH POINT
- INV INVERT ELEVATION (MAY CHANGE IN FIELD)
- PA PLANTING AREA
- TD TOP OF DRAIN
- TL TOP OF LEDGE
- TP TOP OF PAD
- TR TOP OF RAIL
- TS TOP OF STEP

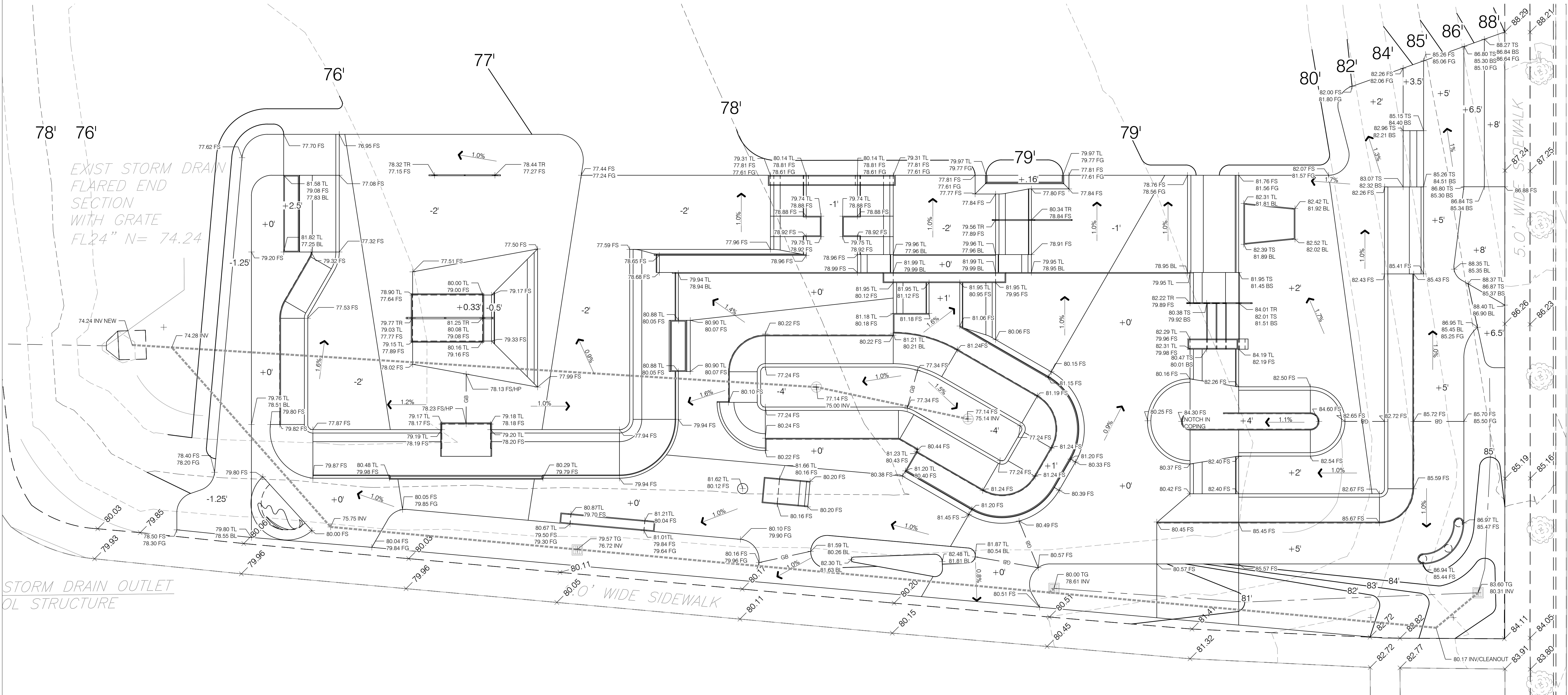


- NOTES
- TYPICAL SLOPE DETAIL FOR INFORMATIONAL PURPOSES ONLY. ALL SLOPE GRADING AND DRAINAGE SHALL CONFORM TO APPROVED GRADING PLAN.
 - ALL BERM MATERIAL WILL BE SUPPLIED TO THE CONTRACTOR BY THE COUNTY, TYPICAL ALL BERMS.

TYPICAL SLOPE FACTORS				
1:1	2:1	3:1	4:1	5:1

1 TYPICAL SLOPE DETAIL

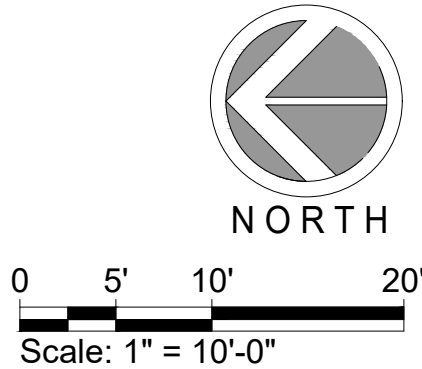
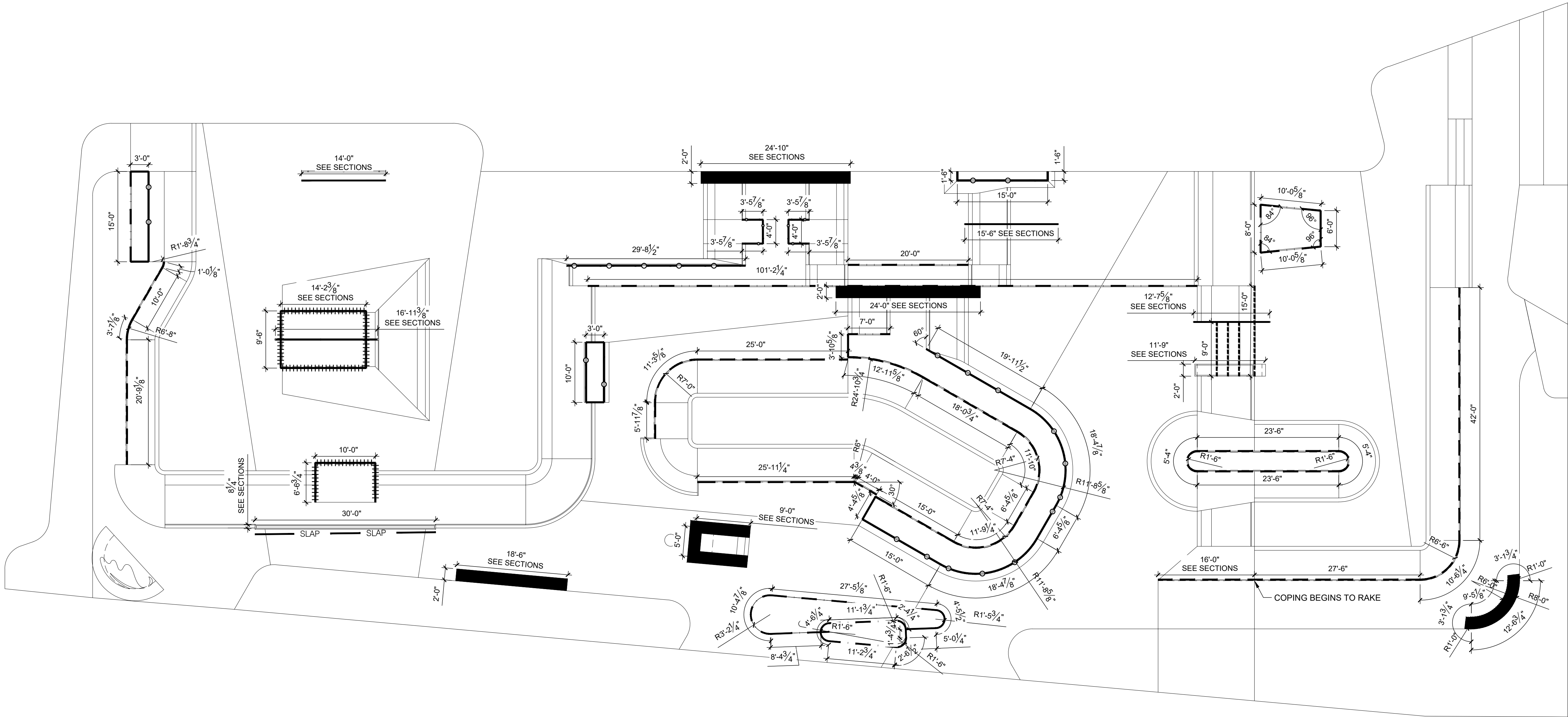
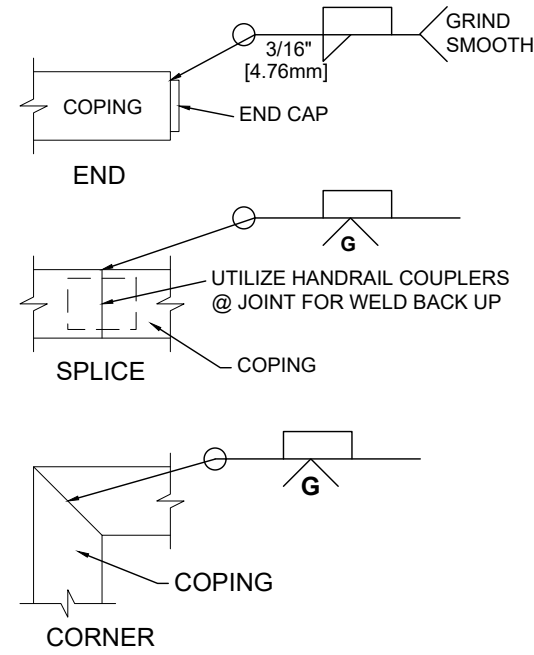
3/4" = 1'-0" P-PIP-S OGDEN-22



STEEL SCHEDULE				
SYMBOL	STEEL DESCRIPTION	QTY	DETAIL	FINISH
S-01	2-3/8" O.D. SCH. 40 STEEL COPING	337 LF	13/SK10.0	HOT DIPPED GALVANIZED
S-02	1.5" X 2" X 3/16" THK. STEEL EDGING	198 LF	11/SK10.0	HOT DIPPED GALVANIZED
S-03	2" STEEL STRAP	183 LF	12/SK10.0	HOT DIPPED GALVANIZED
S-04	2" X 5" X 3" X 3/16" THK. CANTILEVERED STEEL EDGING	71 LF	15/SK10.0	POWDER COAT RAL #5019
S-05	STEEL FACEPLATE	90 LF	16/SK10.0	POWDER COAT RAL #5019
S-06	GRIND RAIL	59 LF		POWDER COAT RAL #5019
S-07	STEEL PAN	103 LF		POWDER COAT RAL #5019
S-08	SLAPPY CURB	30 LF	17/SK10.0	POWDER COAT RAL #5019
S-09	6" X 2" X 3" X 3/16" THK. STEEL EDGING	42 LF	14/SK10.0	POWDER COAT RAL #5019

- NOTES :
- STEEL FINISH TO BE HOT DIPPED GALVANIZED OR POWDER COATED RAL #5019 (CAPRI BLUE) AS INDICATED IN LEGEND FINISH.
 - FINISH MUST OCCUR AFTER ALL WELDING IS COMPLETE.
 - CAP ALL EXPOSED TUBE OR PIPE ENDS AND ROUND ALL SHARP EDGES.
 - ALL WELDS TO BE ALL AROUND.
 - GRIND ALL WELDS SMOOTH BEFORE FINISHING.
 - FABRICATE STEEL GRIND EDGES IN LONG SECTIONS THAT WILL WORK FOR SHIPPING AND REDUCE THE NUMBER OF WELDS IN THE FIELD.
 - CLEAN METAL EDGES AFTER PLACEMENT OF CONCRETE.
 - POWDER COATING REPAIR - USE AN APPROPRIATELY COLOR MATCHED POWDER COAT TOUCH-UP SPRAY PAINT ON WELDED OR DAMAGED POWDER COATED SURFACES.
 - HOT DIPPED GALVANIZE REPAIR - FIELD WELDS SHALL BE GROUND SMOOTH AND TREATED WITH COLD GALVANIZING SPRAY.
 - SEE SECTION 05 50 00 - METAL FABRICATIONS OF SPECBOOK FOR SKATEPARKS FOR ALL STEEL SPECIFICATIONS.

COPING / RAIL JOINT WELDS



PROJECT TITLE
40TH STREET SKATEPARK

SHEET TITLE
STEEL PLAN

SKATE PARK DESIGNED BY

VO

DOCUMENTS BY

DM / ZM

PLAN CHECKED BY

DH

DATE

10/24/2023

STAMP:



REVISIONS

DESCRIPTION

BY

DATE

NO

DATE

NO

DATE

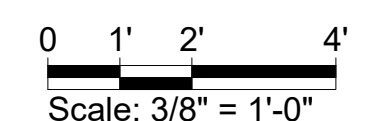
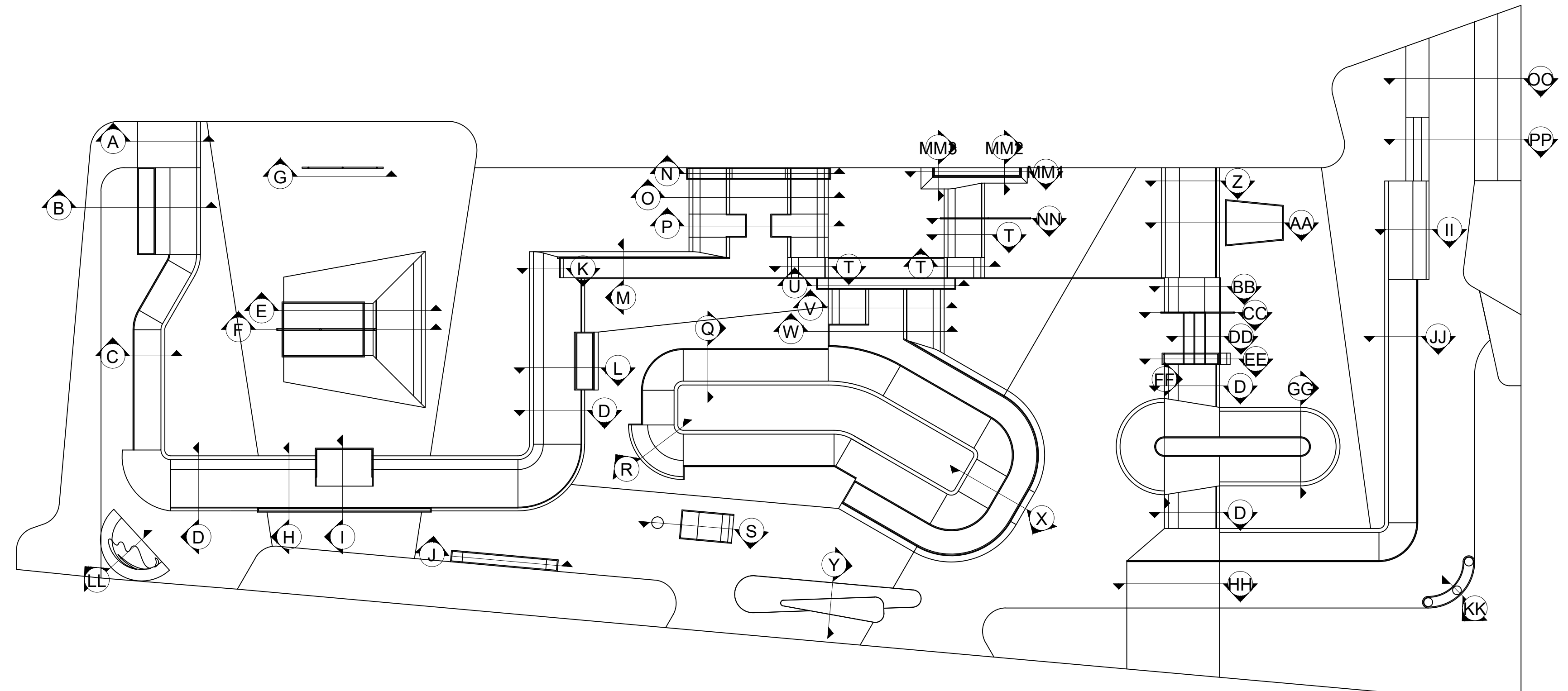
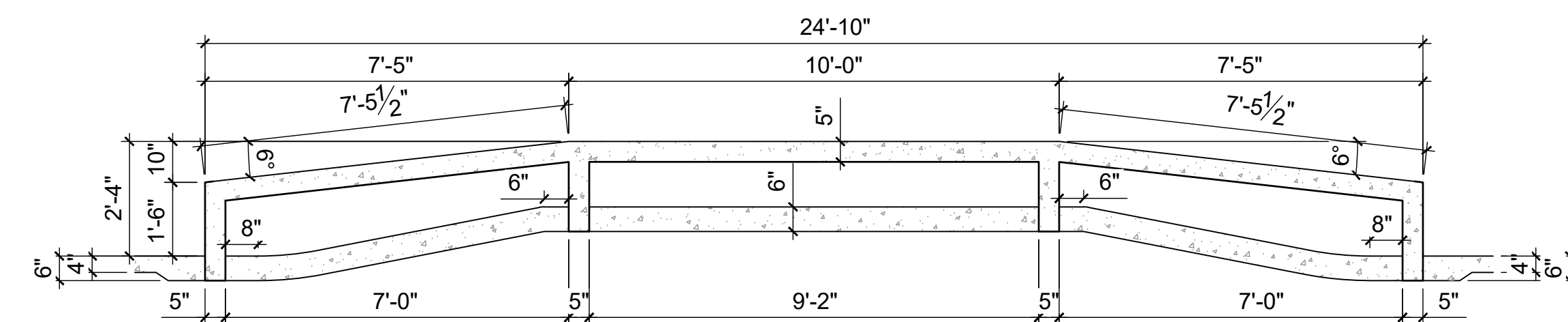
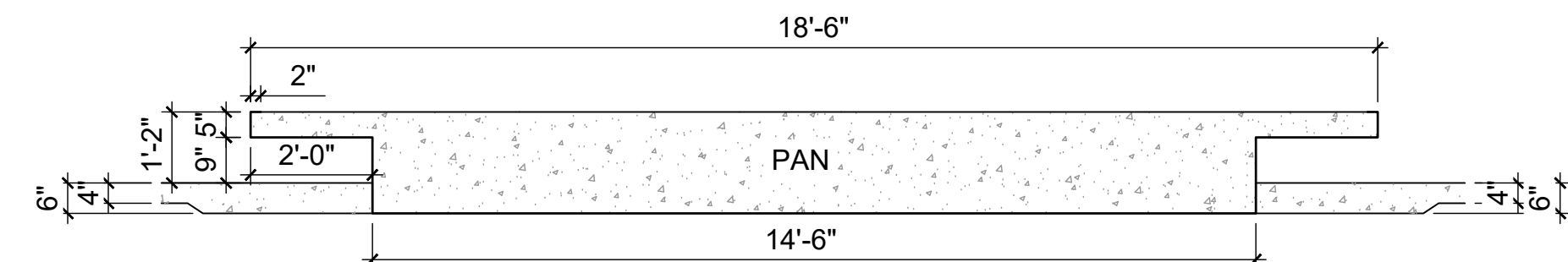
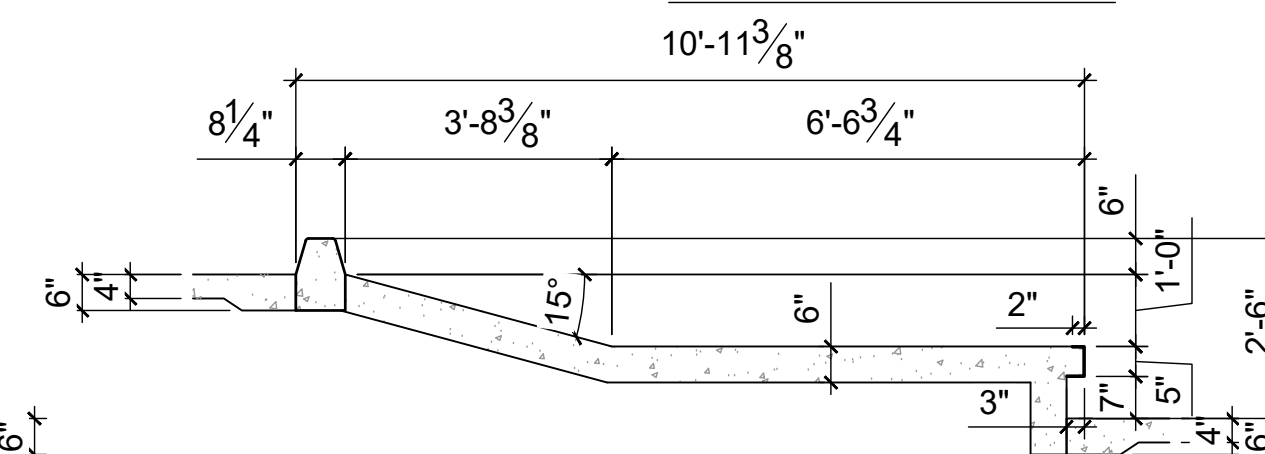
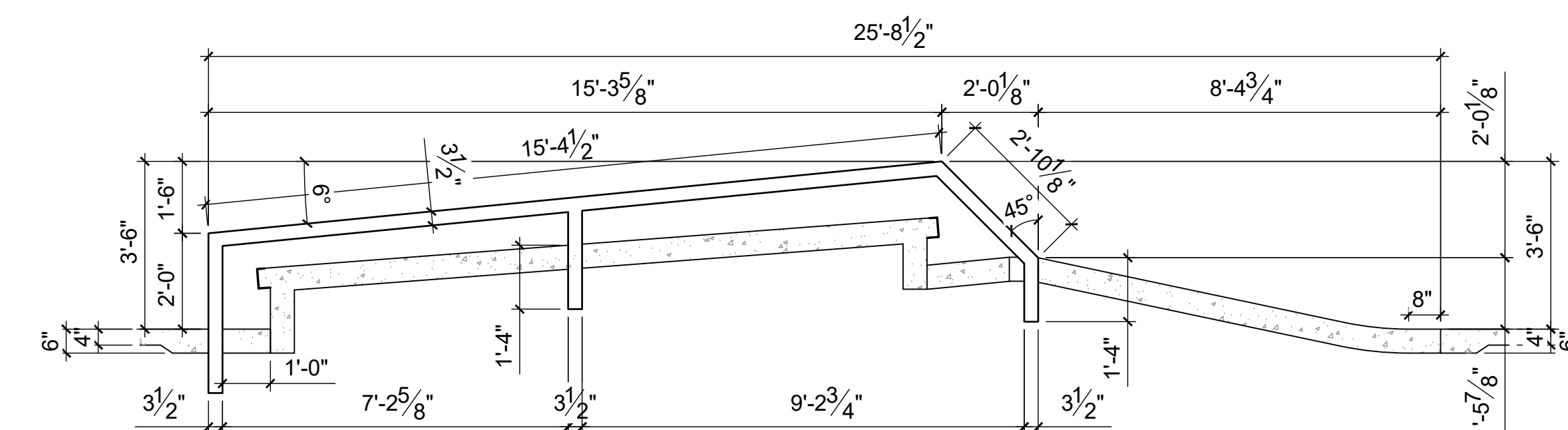
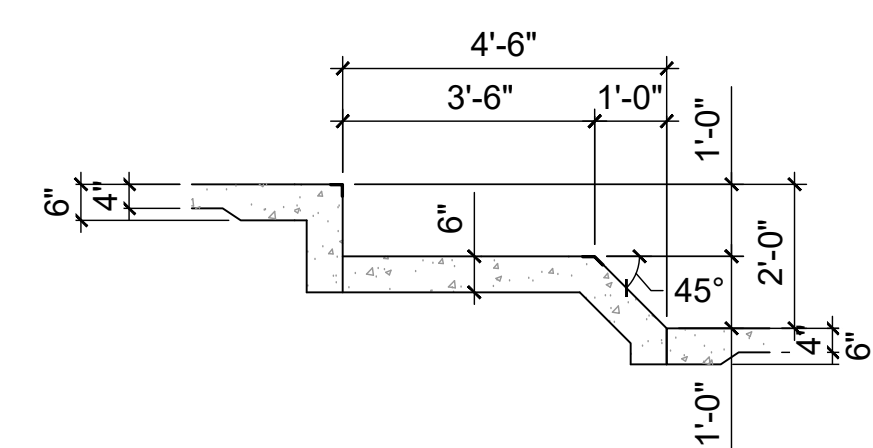
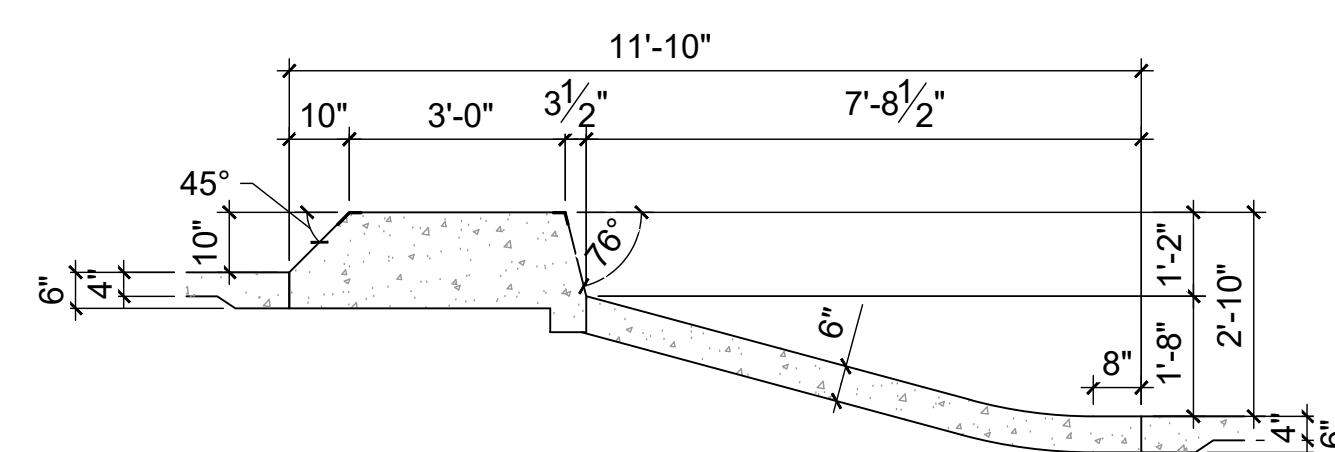
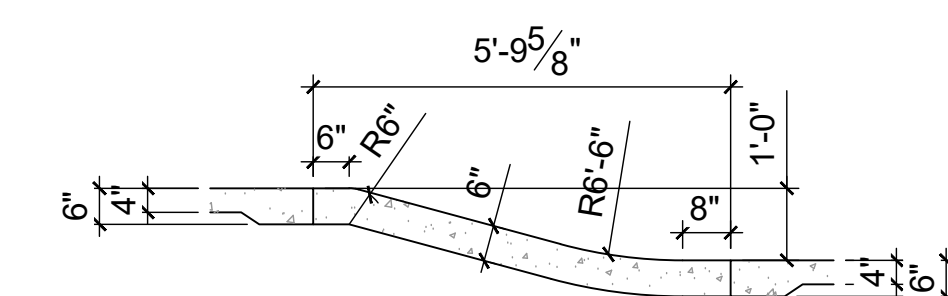
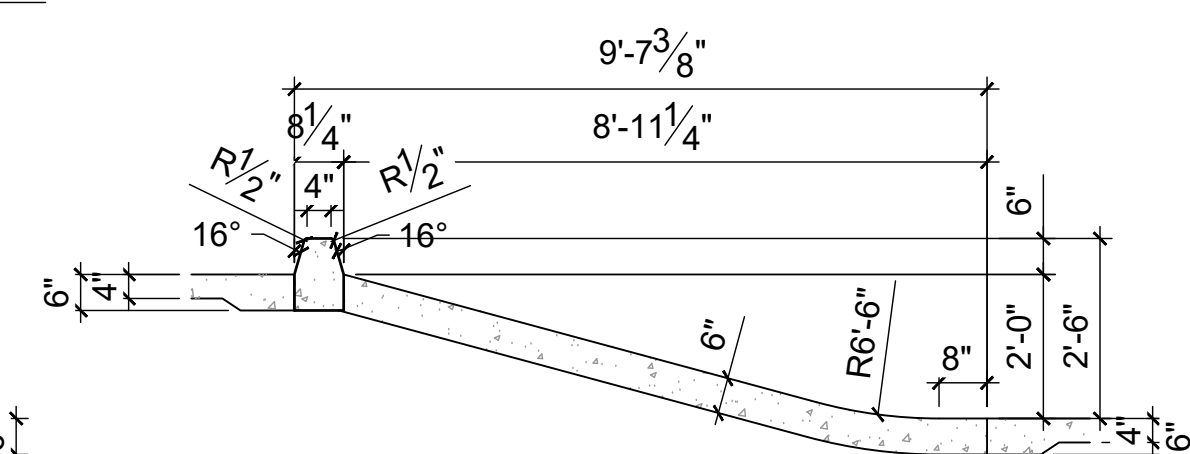
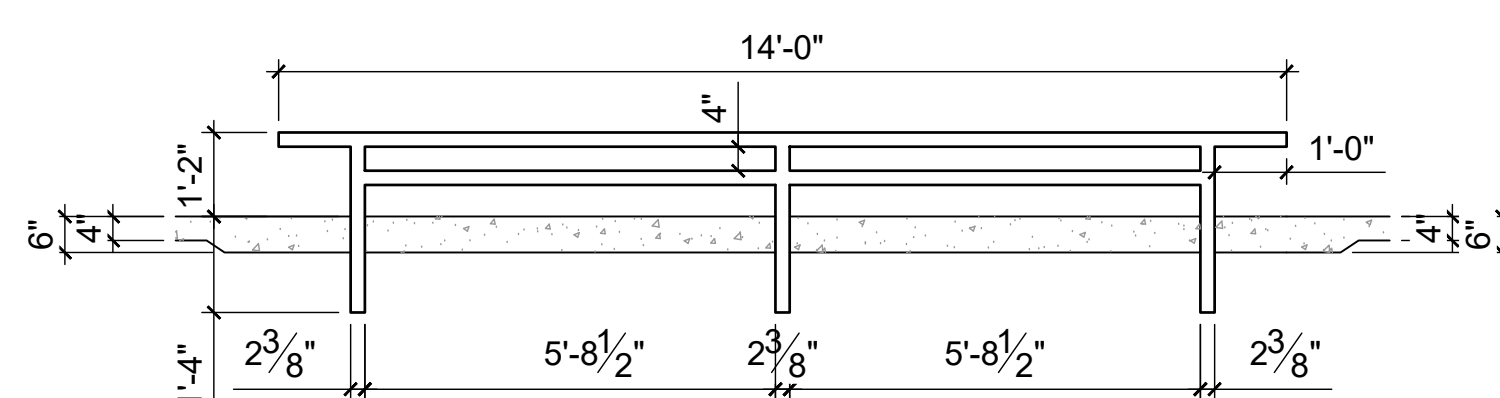
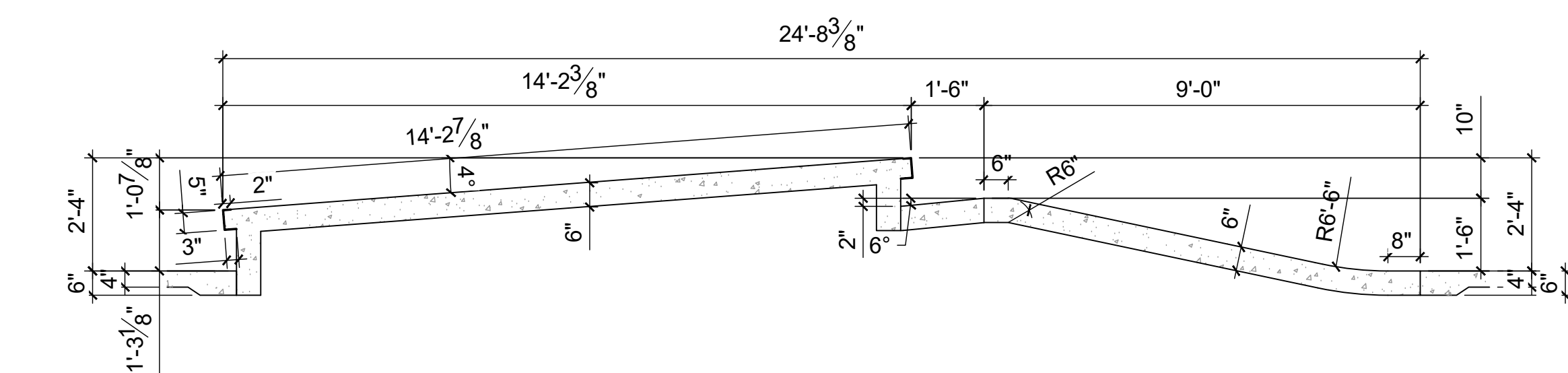
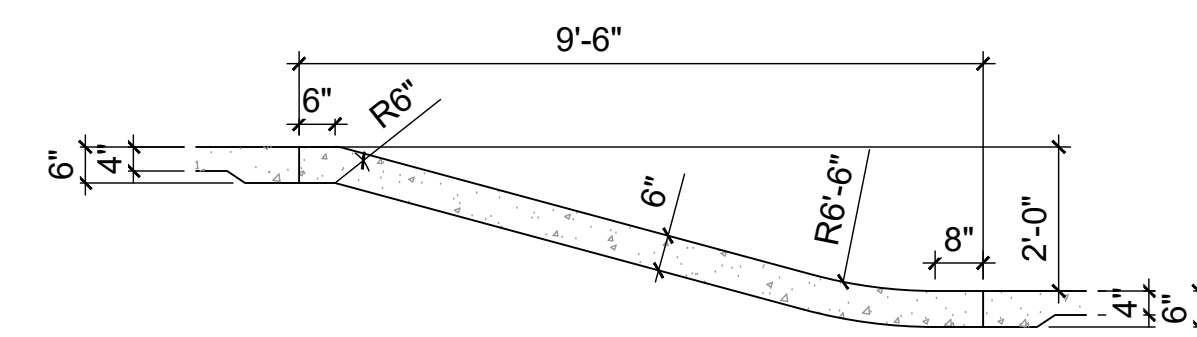
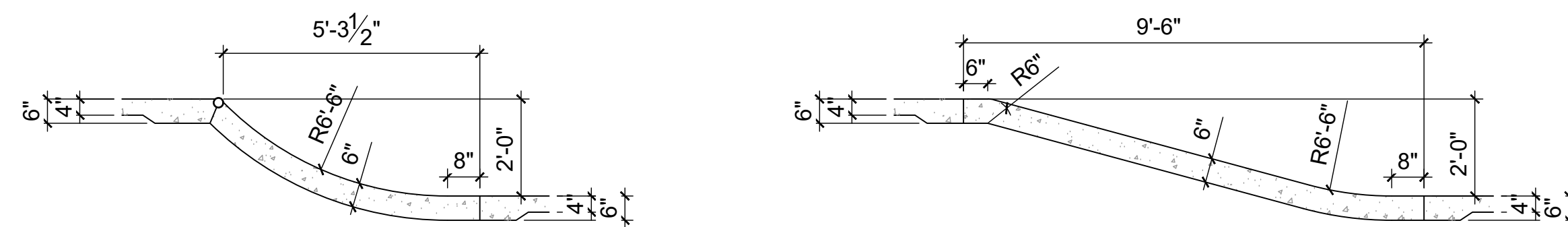
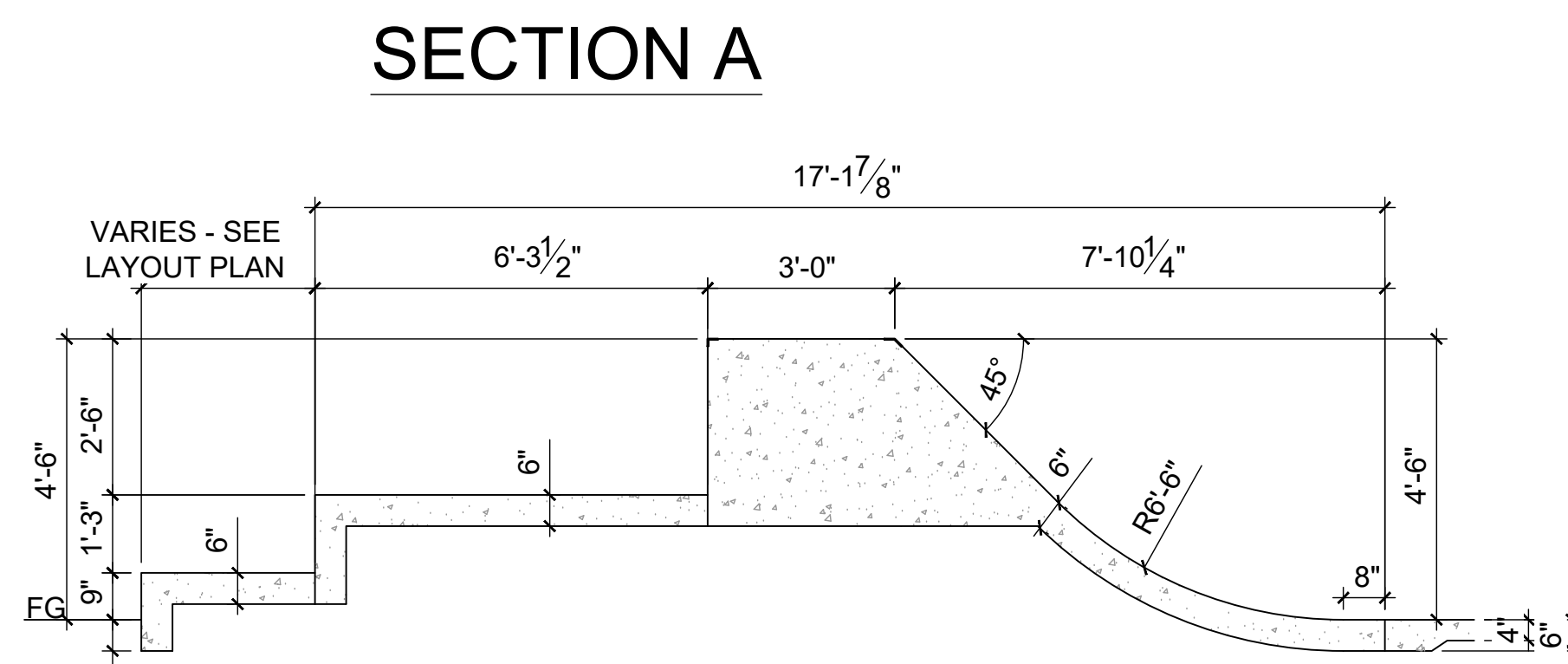
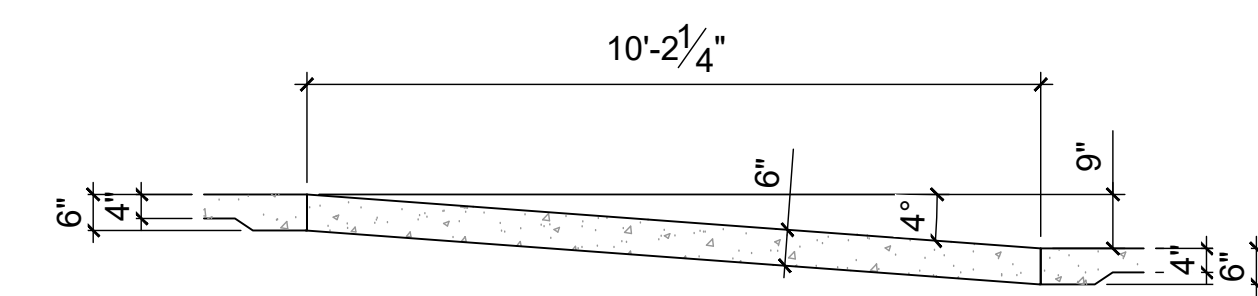
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SHEET

SK8.0

OF XX



SK9.0

SHEET

PROJECT TITLE

40TH STREET SKATEPARK

SHEET TITLE

SECTIONS

SKATE PARK DESIGNED BY / STAMP:

VO

DOCUMENTS BY

DM / ZM

PLAN CHECKED BY

DH

DATE

10/24/2023

REVISIONS

NO	DATE	DESCRIPTION	BY
-	△	-	-
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DAVID M. ZIEGLER

REGISTERED PROFESSIONAL ENGINEER

NO. 51287-1201

EXPIRES 12/31/2023

STATE OF CALIFORNIA

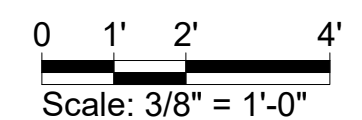
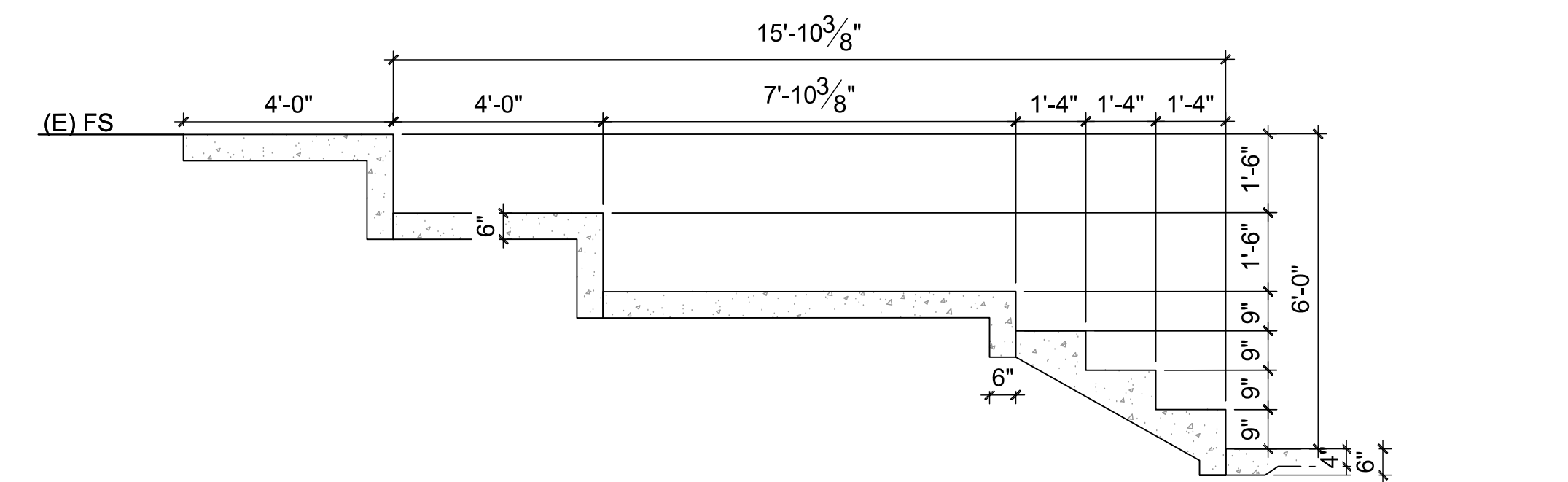
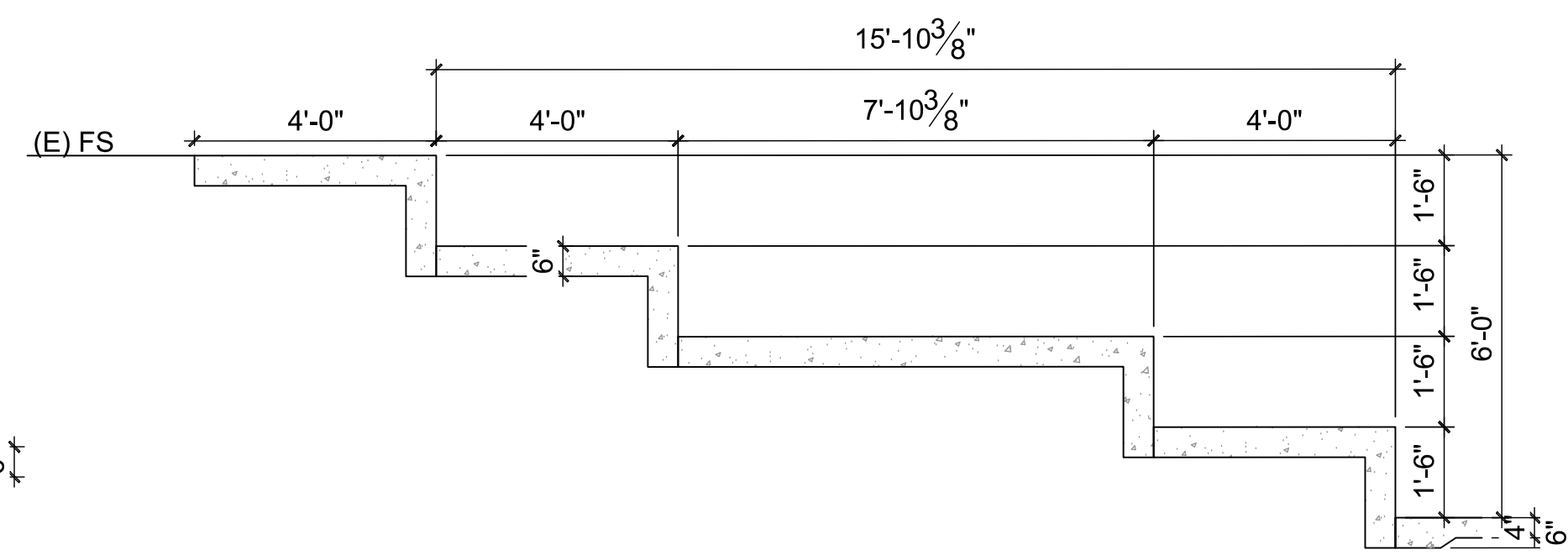
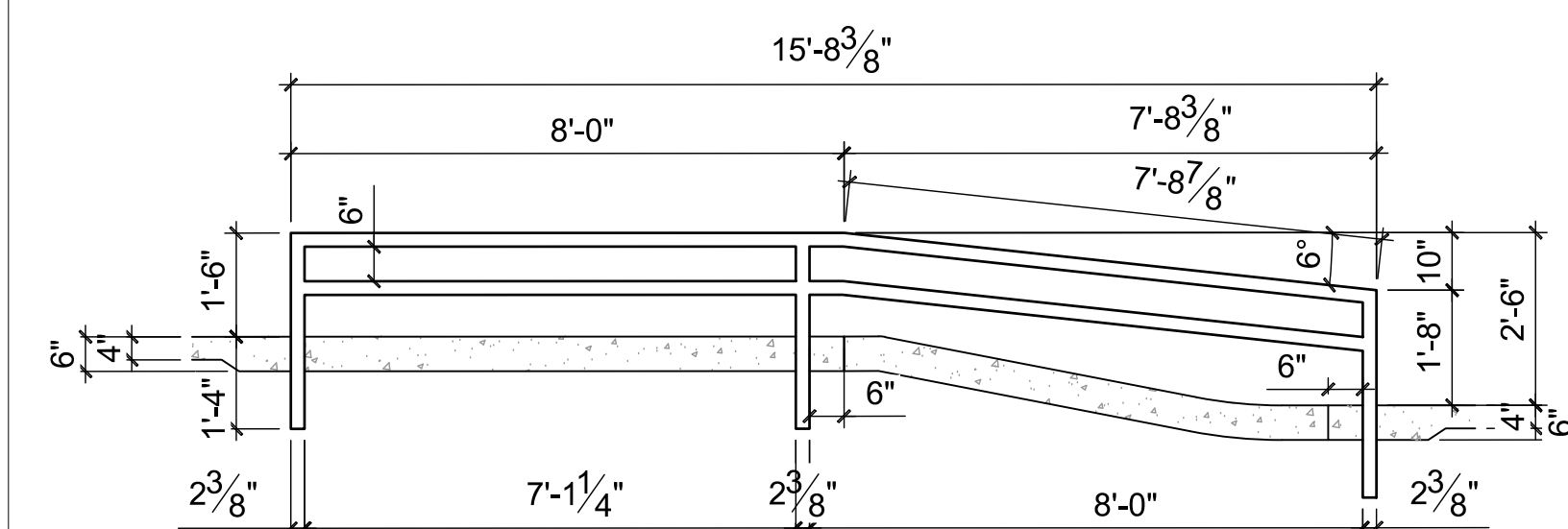
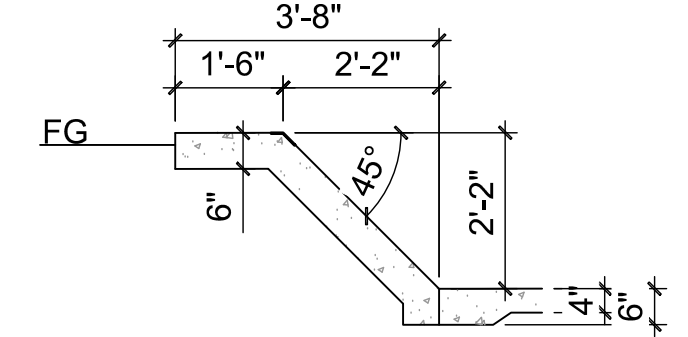
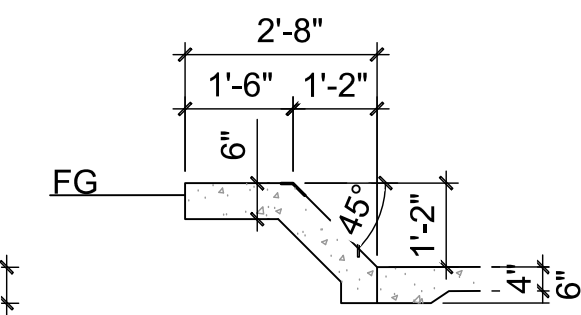
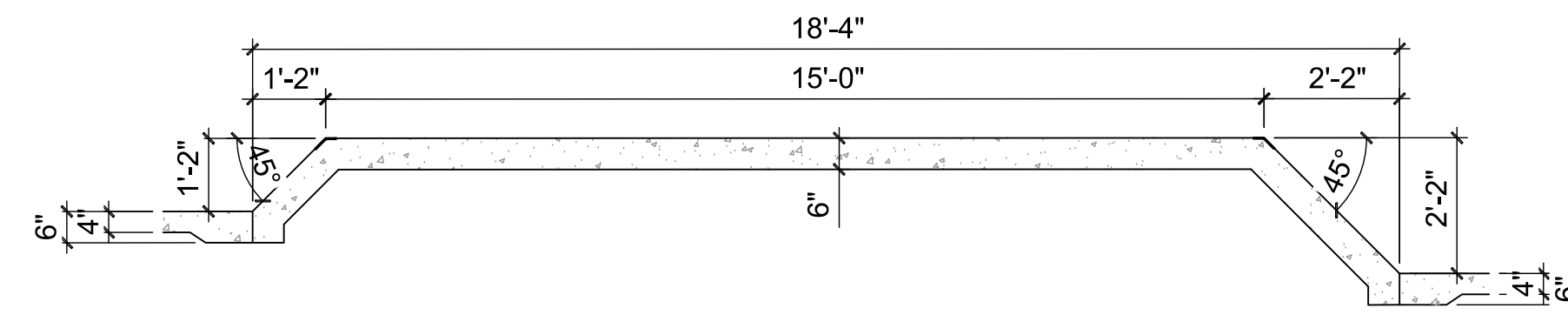
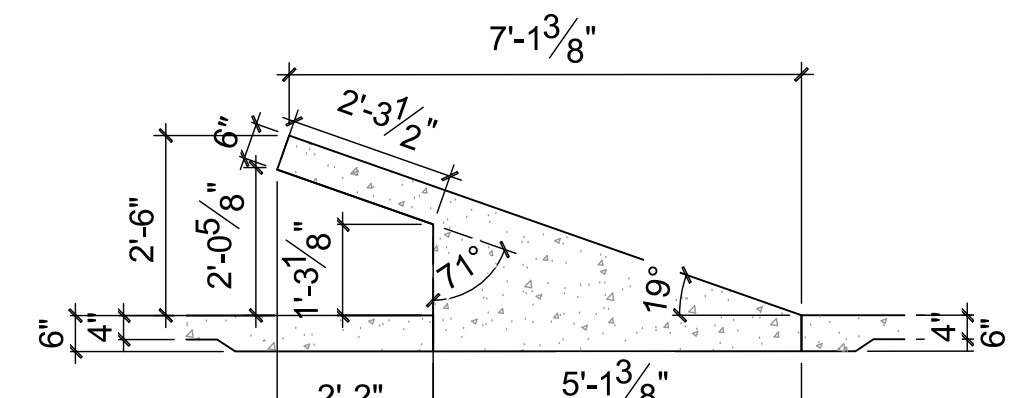
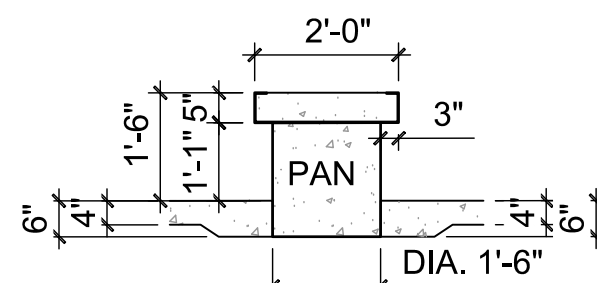
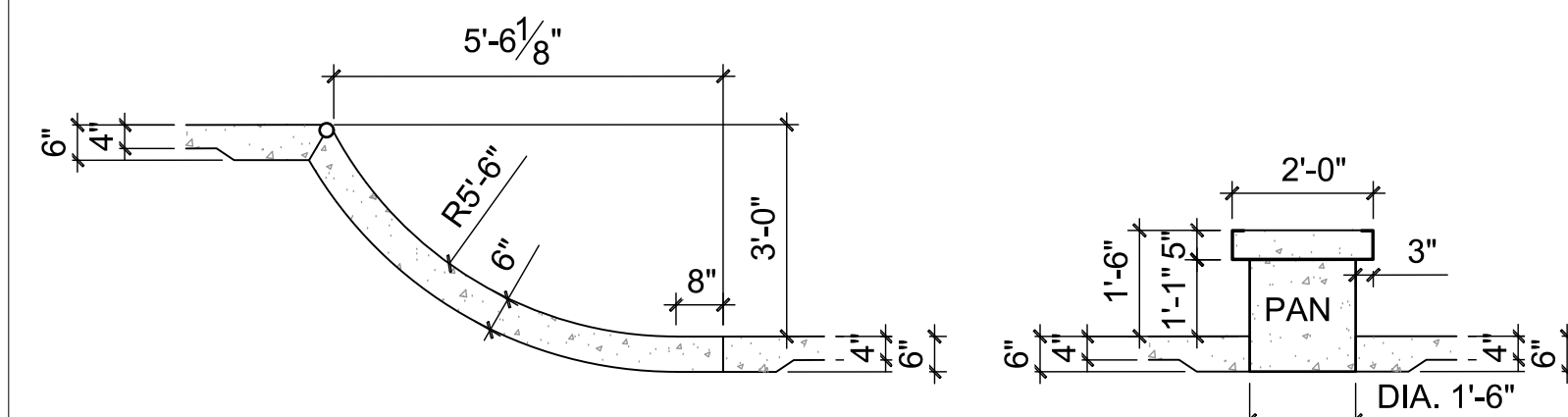
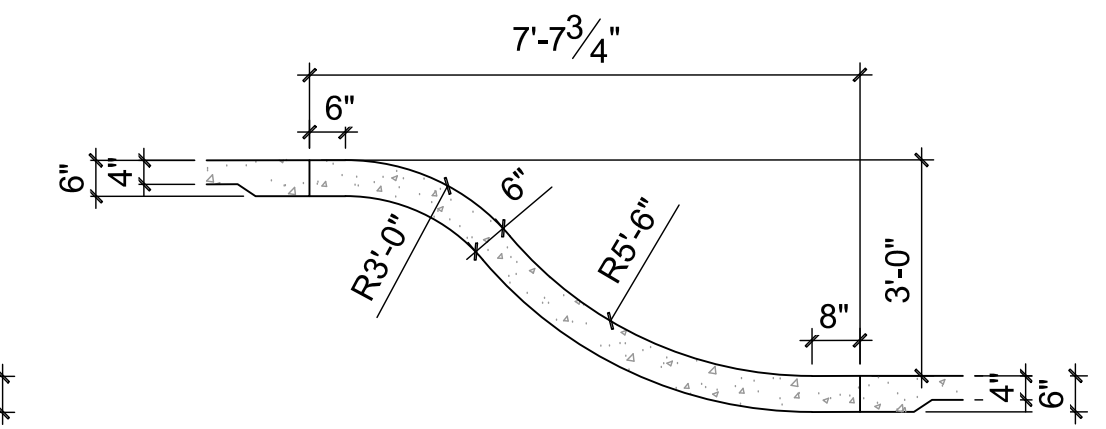
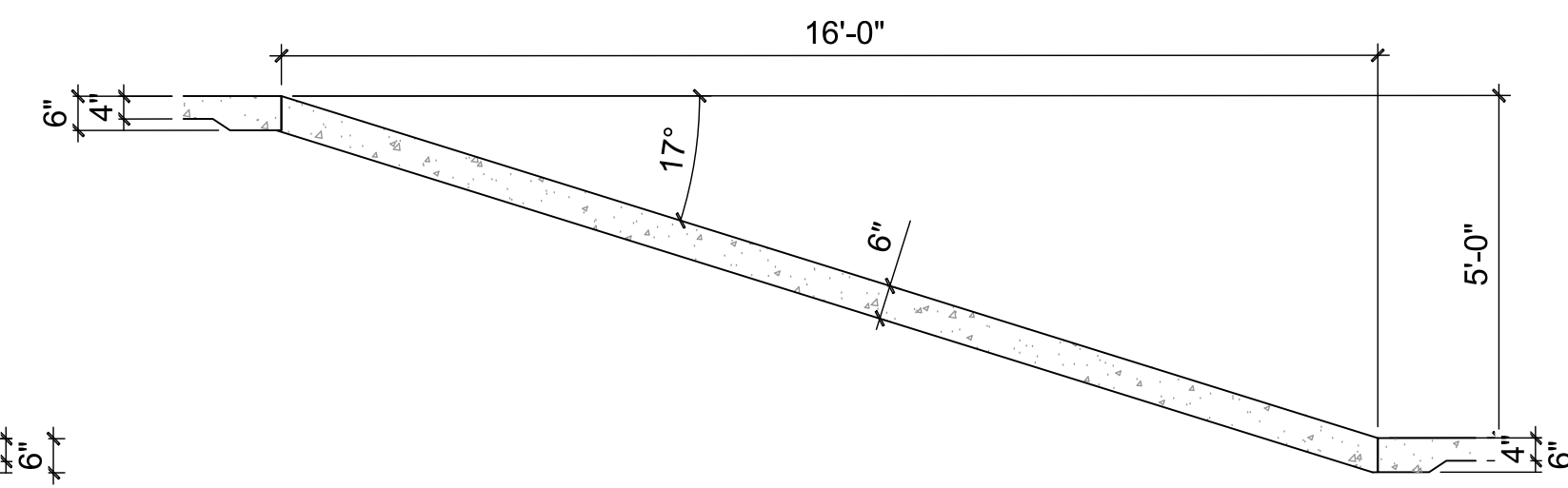
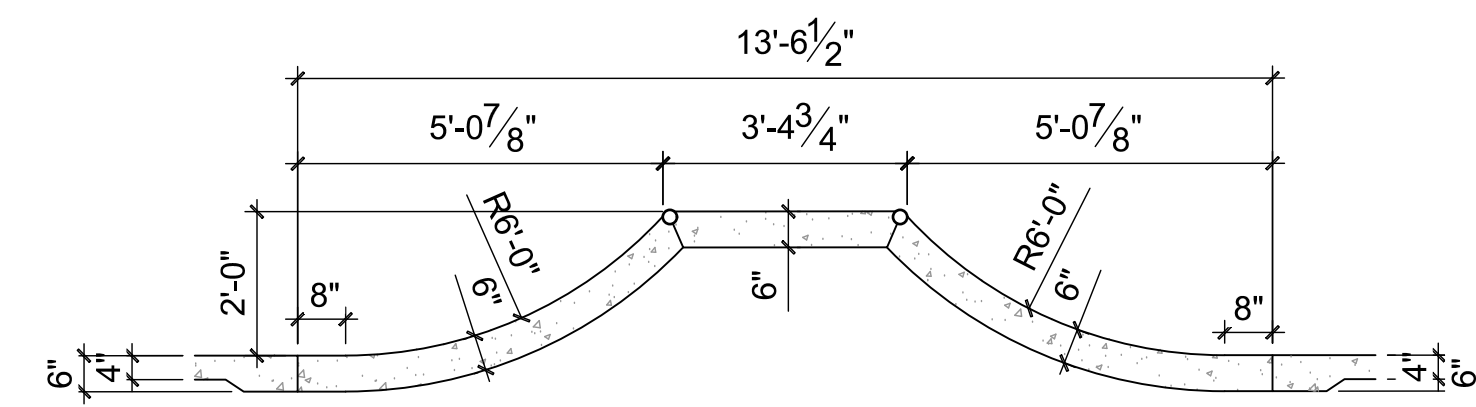
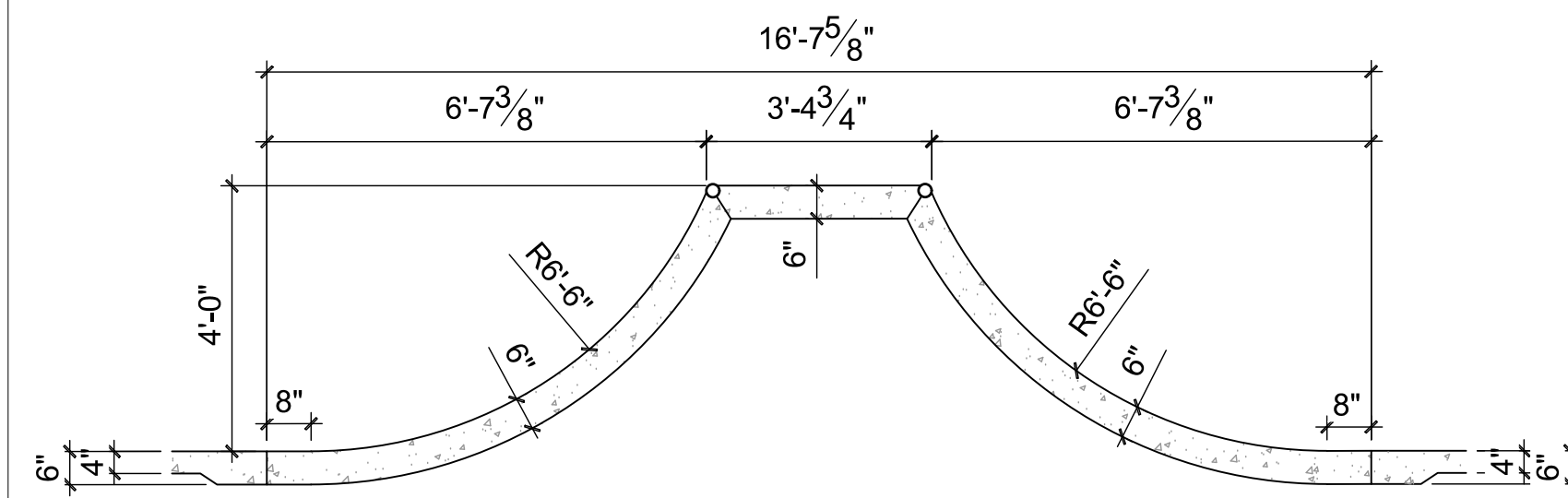
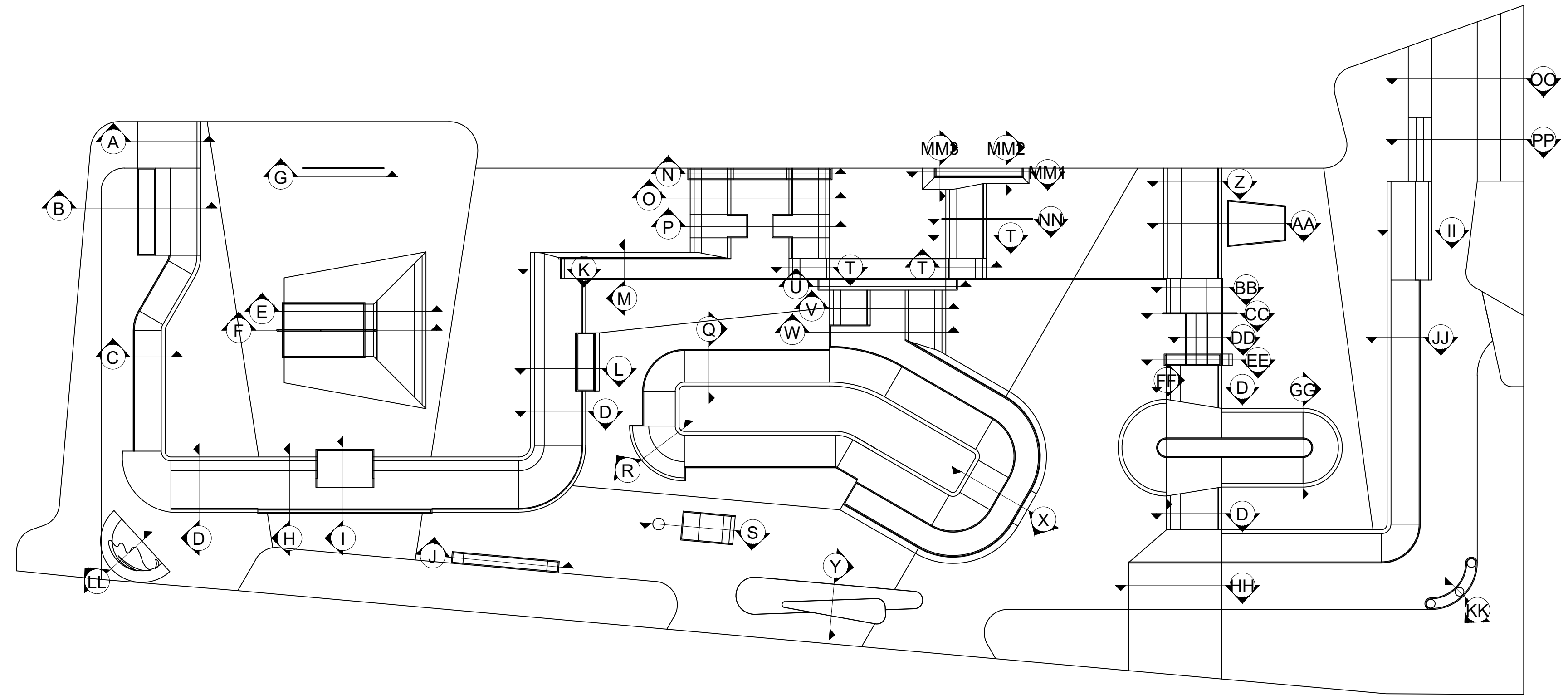
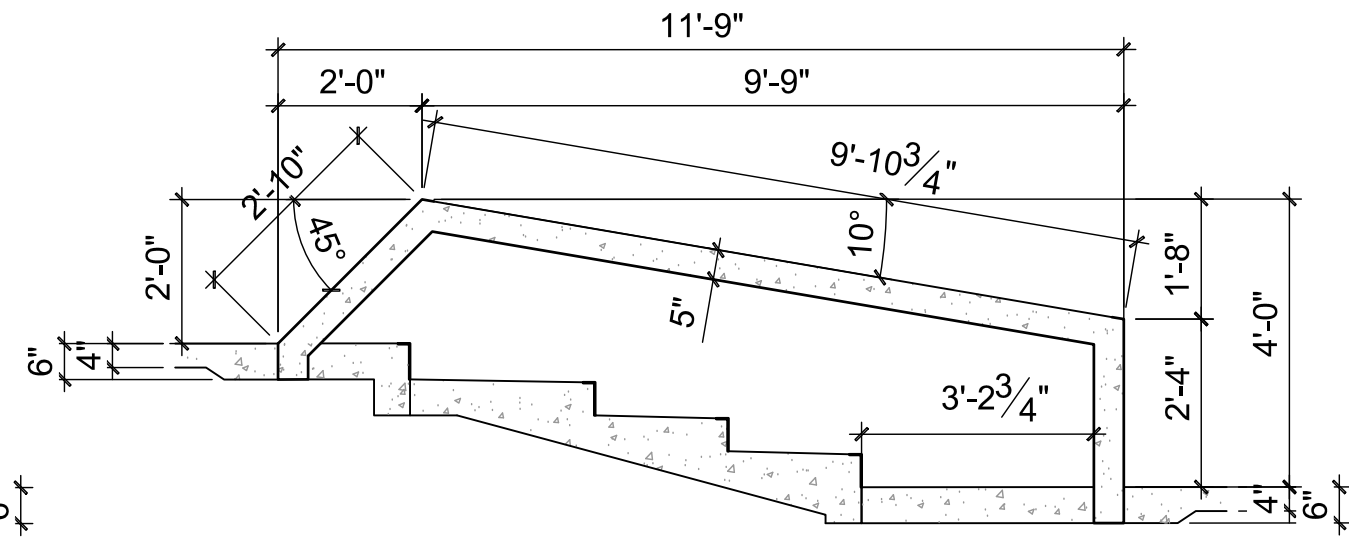
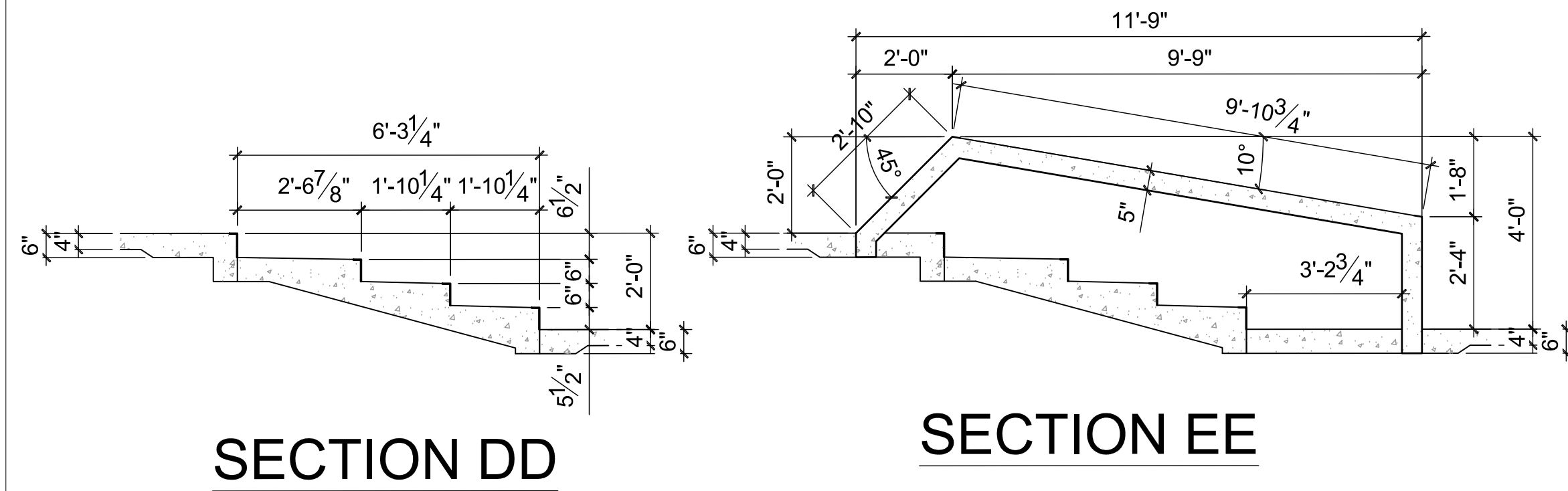
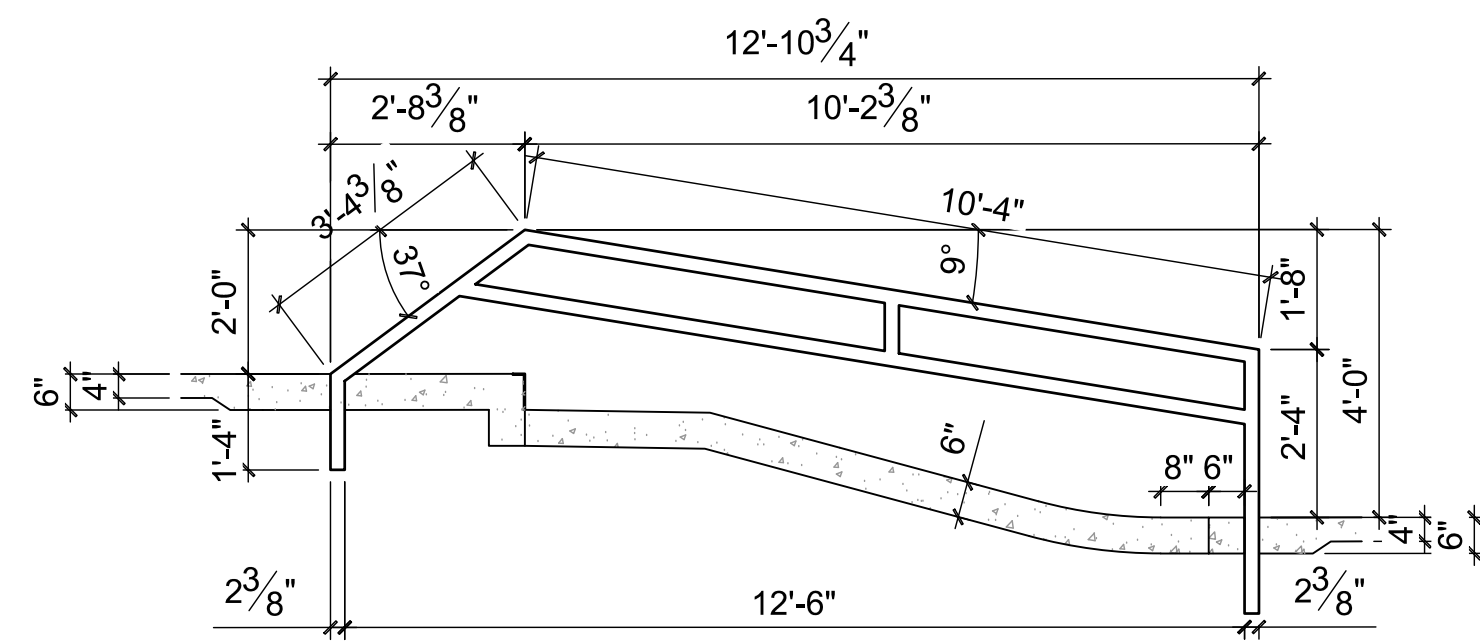
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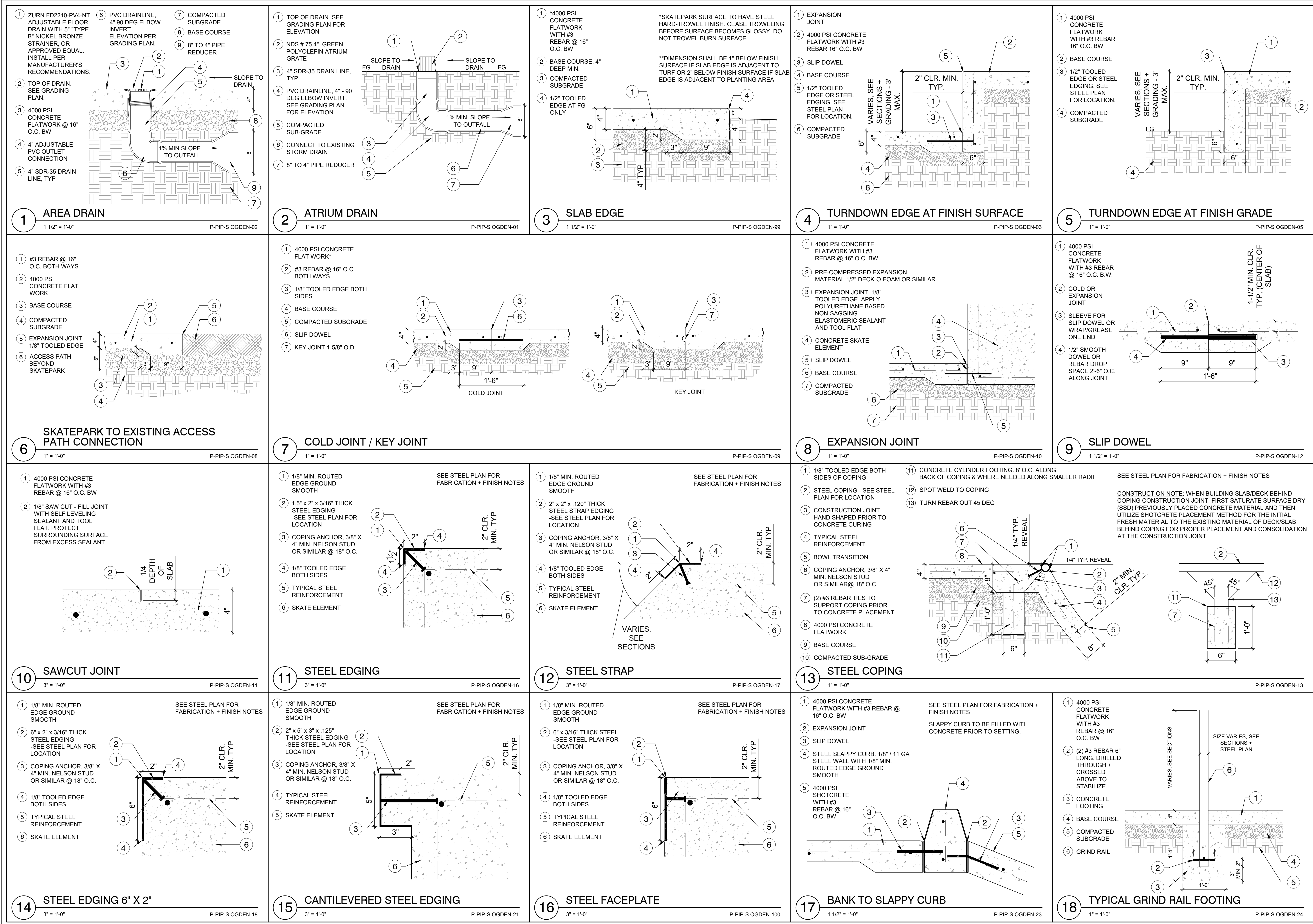


VO	
DOCUMENTS BY DM / ZM	
PLAN CHECKED BY DH	
DATE	10/24/2023

SHEET SKATEPARK

SHEET TITLE

CTIONS



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1	DM	10/24/2023	10/24/2023

SKATE PARK DESIGNED BY: STAMP: VO

DOCUMENTS BY: DM / ZM

PLAN CHECKED BY: DH

DATE: 10/24/2023

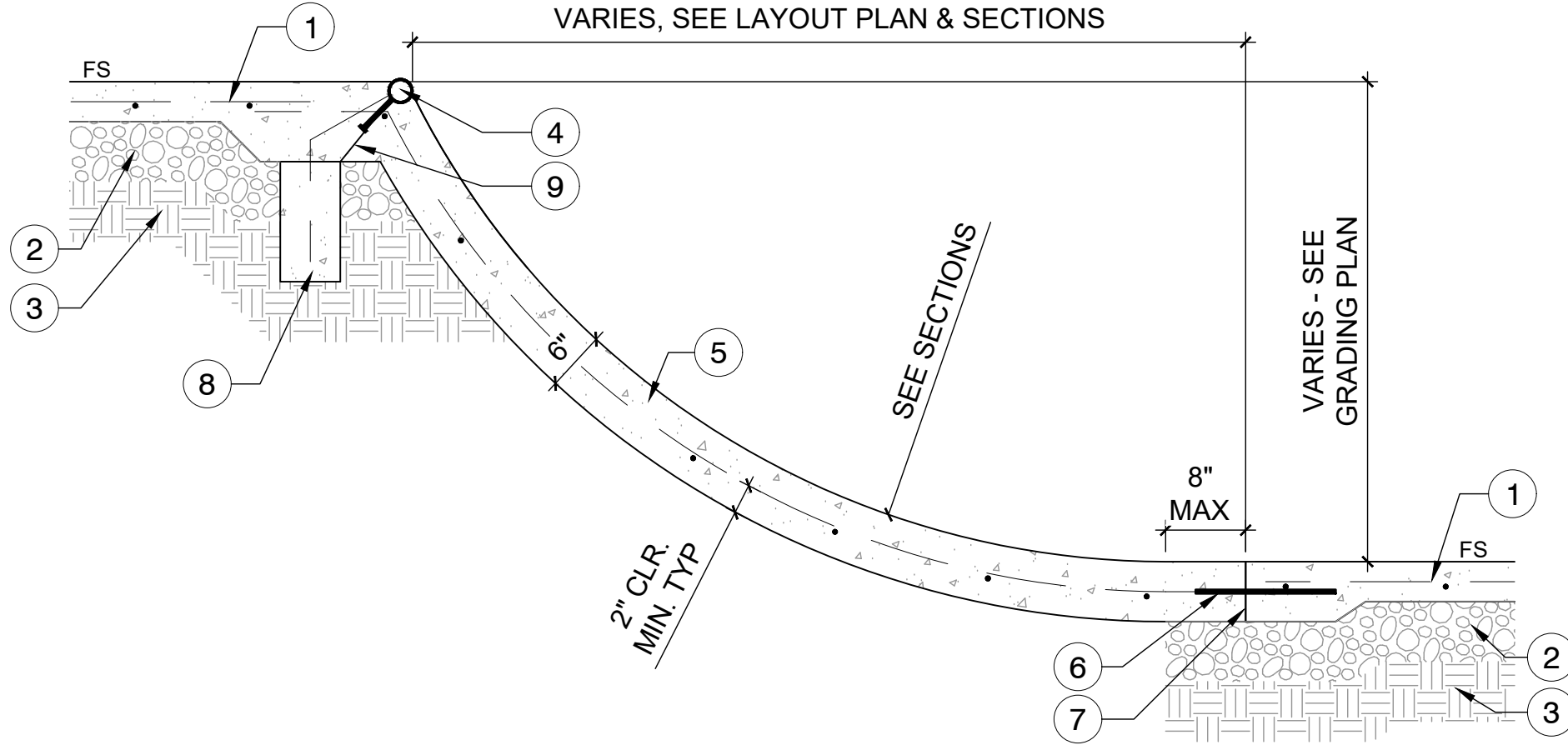
PROJECT TITLE
40TH STREET SKATEPARK

SHEET TITLE
CONSTRUCTION DETAILS

SHEET
SK10.0

OF XX

- 1 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
- 2 BASE COURSE
- 3 COMPACTED SUBGRADE
- 4 STEEL COPING
- 5 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW
- 6 SLIP DOWEL
- 7 COLD JOINT
- 8 CONCRETE CYLINDER FOOTING
- 9 CONSTRUCTION JOINT

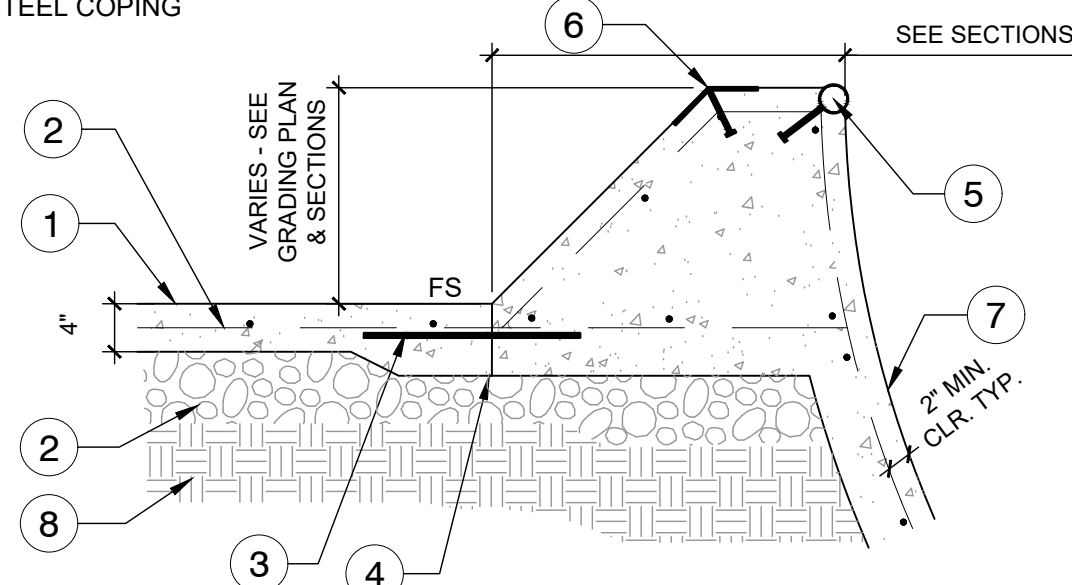


1 TYPICAL QUARTERPIPE

3/4" = 1'-0"

P-PIP-S OGDEN-26

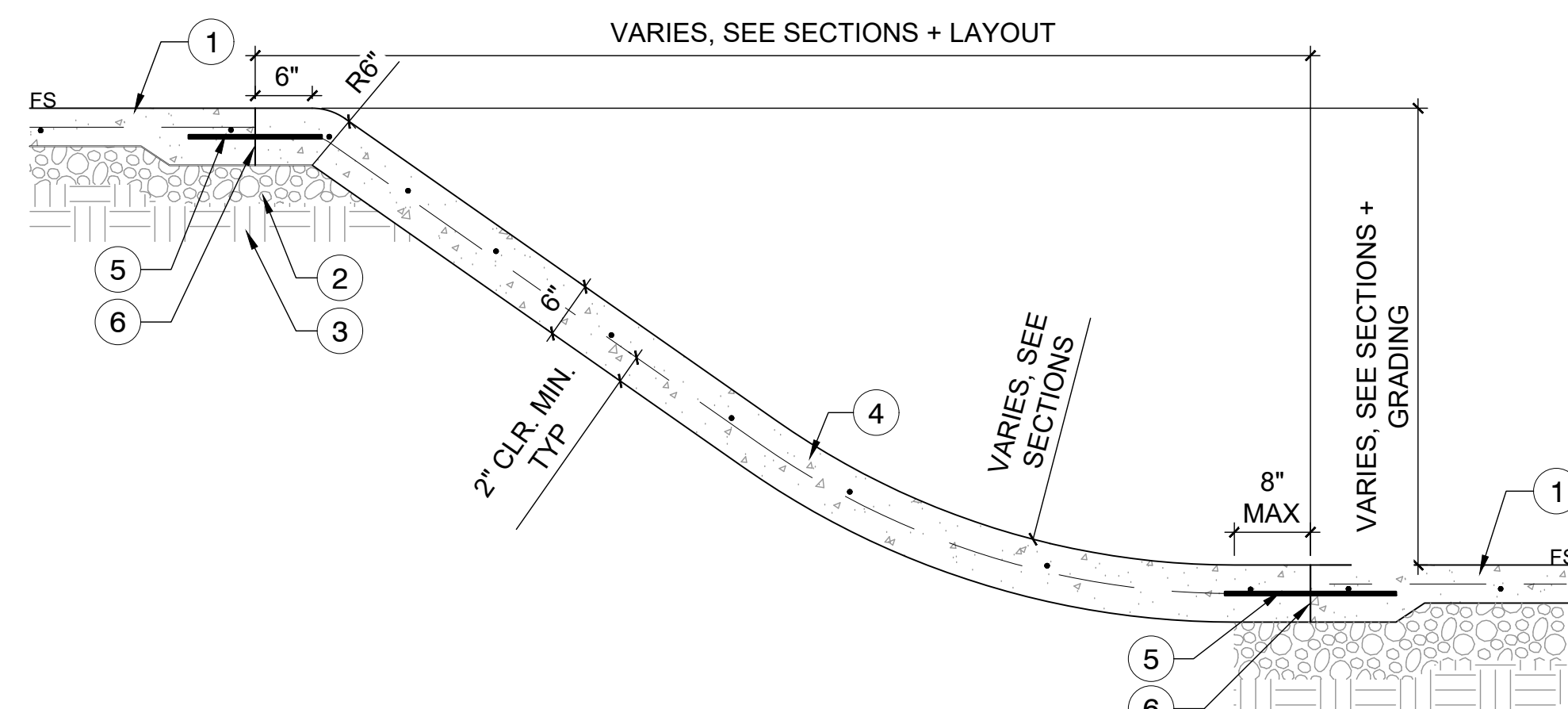
- 1 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. B.W.
- 2 BASE COURSE
- 3 SLIP DOWEL
- 4 COLD JOINT
- 5 STEEL COPING
- 6 STEEL STRAP
- 7 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. B.W.
- 8 COMPACTED SUB-GRADE



2 QUARTERPIPE EXTENSION WITH SLAPPY

3/4" = 1'-0"

- 1 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
- 2 BASE COURSE
- 3 COMPACTED SUBGRADE
- 4 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW
- 5 SLIP DOWEL
- 6 COLD JOINT / KEY JOINT

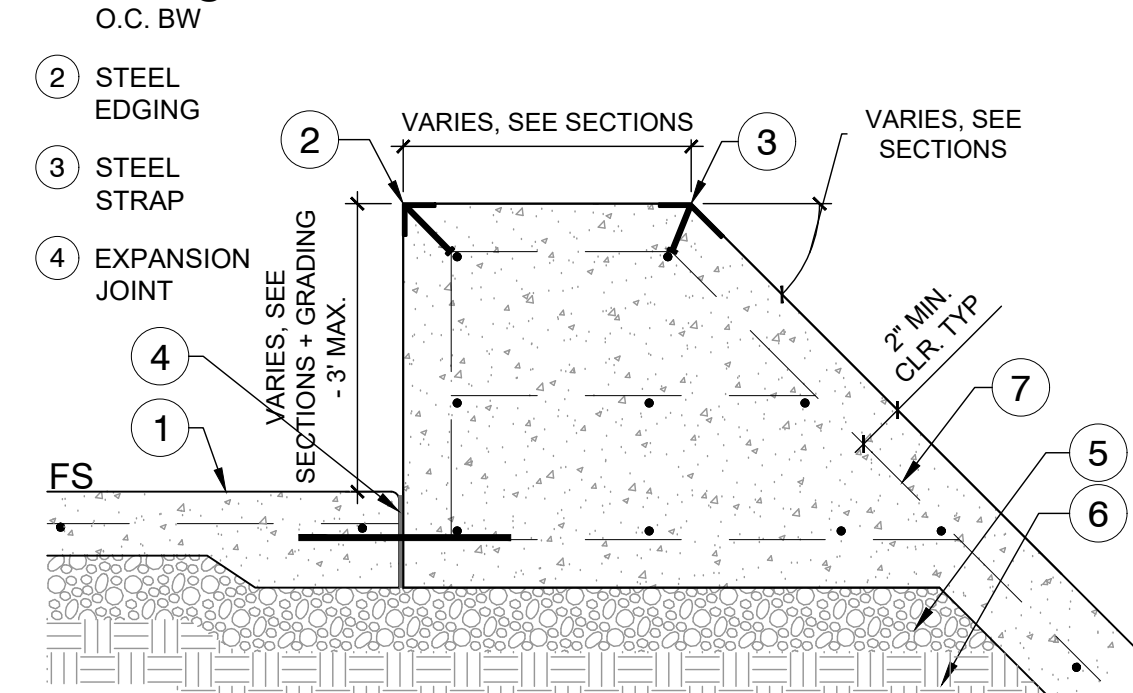


3 TYPICAL RADIUS WEDGE

3/4" = 1'-0"

P-PIP-S OGDEN-27

- 1 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
- 2 STEEL EDGING
- 3 STEEL STRAP
- 4 EXPANSION JOINT
- 5 BASE COURSE
- 6 COMPACTED SUBGRADE
- 7 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C.

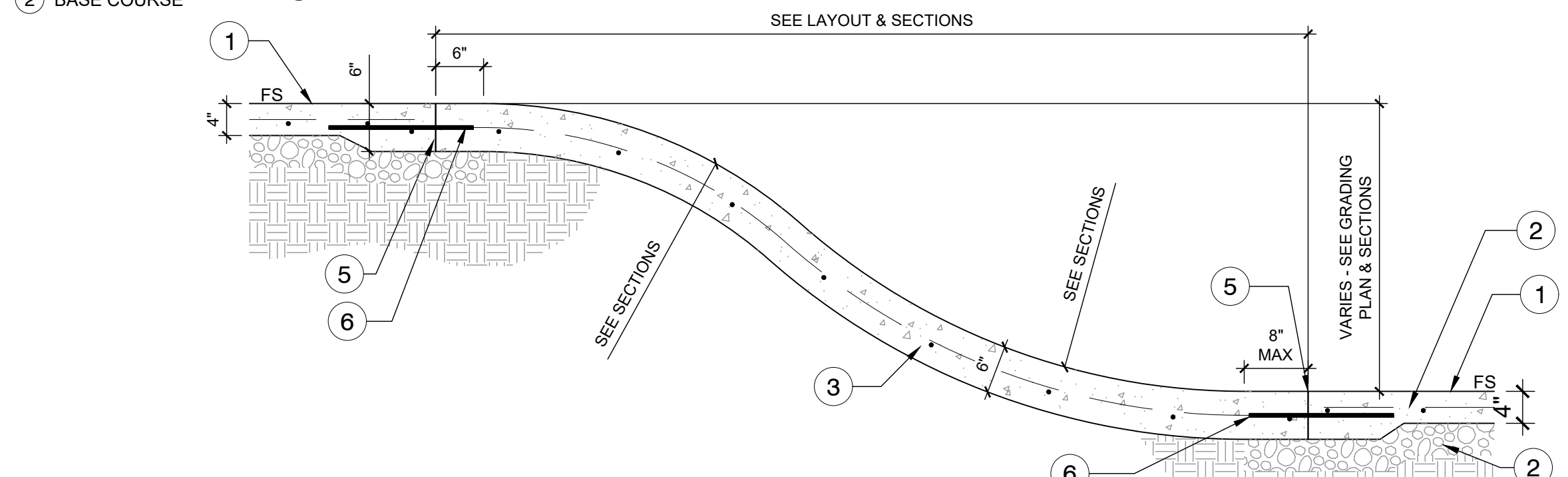


4 TYPICAL RADIUS WEDGE EXTENSION

1" = 1'-0"

P-PIP-S OGDEN-28

- 1 4000 PSI CONCRETE FLAT WORK WITH #3 REBAR @ 16" O.C. B.W.
- 2 BASE COURSE
- 3 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. B.W.*
- 4 COMPACTED SUB-GRADE
- 5 COLD JOINT / KEY JOINT
- 6 SLIP DOWEL



5 ROLL-IN

3/4" = 1'-0"

P-PIP-S OGDEN-33

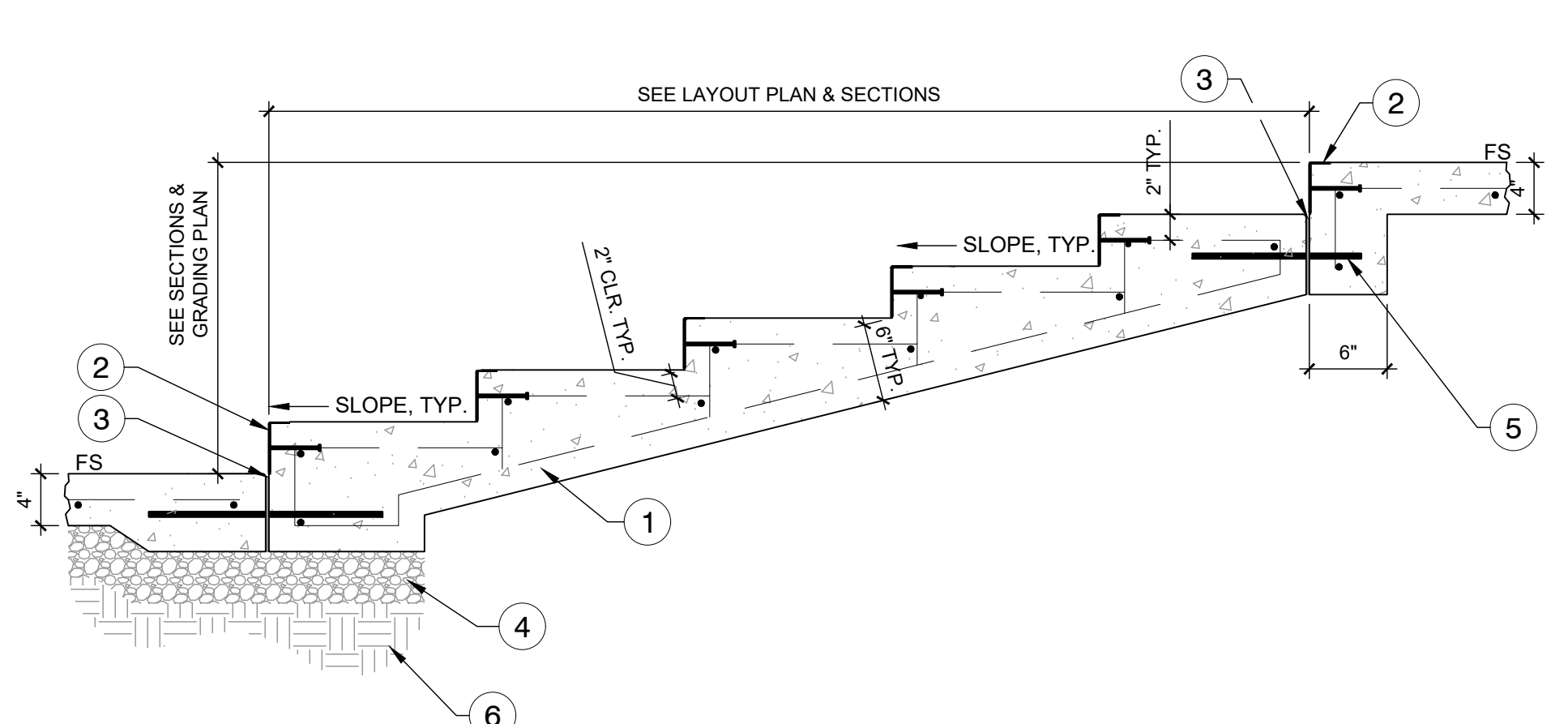
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- 2 BASE COURSE
- 3 COMPACTED SUBGRADE
- 4 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW
- 5 SLIP DOWEL
- 6 COLD JOINT / KEY JOINT
- 7 EXPANSION JOINT
- 8 STEEL RISER

6 TYPICAL EURO GAP

3/4" = 1'-0"

P-PIP-S OGDEN-32

- 1 4000 PSI CONCRETE WITH #3 REBAR @ 16" O.C. B.W.
- 2 STEEL RISER
- 3 EXPANSION JOINT
- 4 BASE COURSE
- 5 SLIP DOWEL
- 6 COMPACTED SUB-GRADE



7 STAIRS

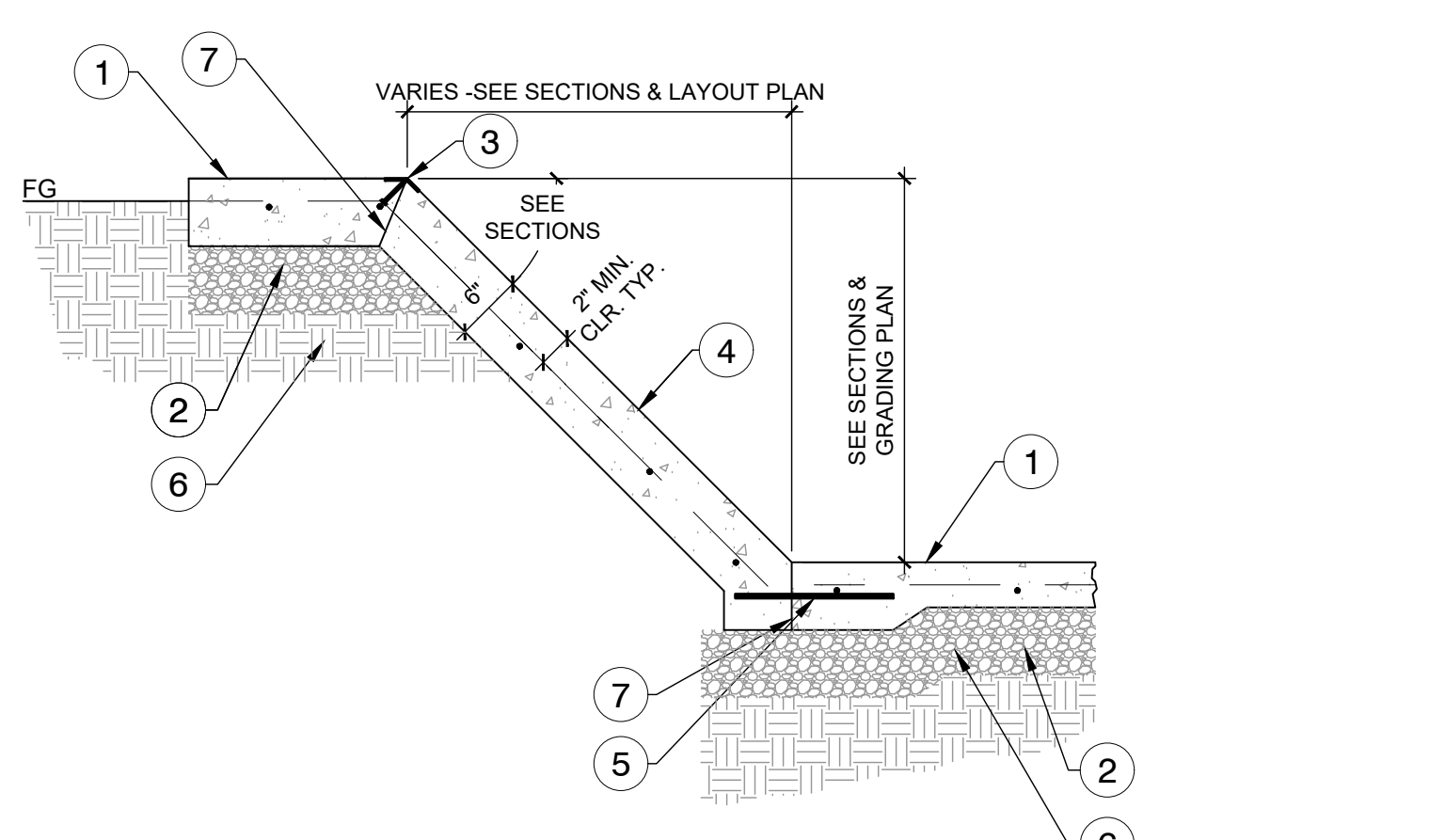
1" = 1'-0"

P-PIP-S OGDEN-37

- 1 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
- 2 BASE COURSE
- 3 STEEL STRAP
- 4 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW
- 5 SLIP DOWEL
- 6 COMPACTED SUB-GRADE
- 7 COLD JOINT

8 LA HIGH WALL

3/4" = 1'-0"



P-PIP-S OGDEN-36

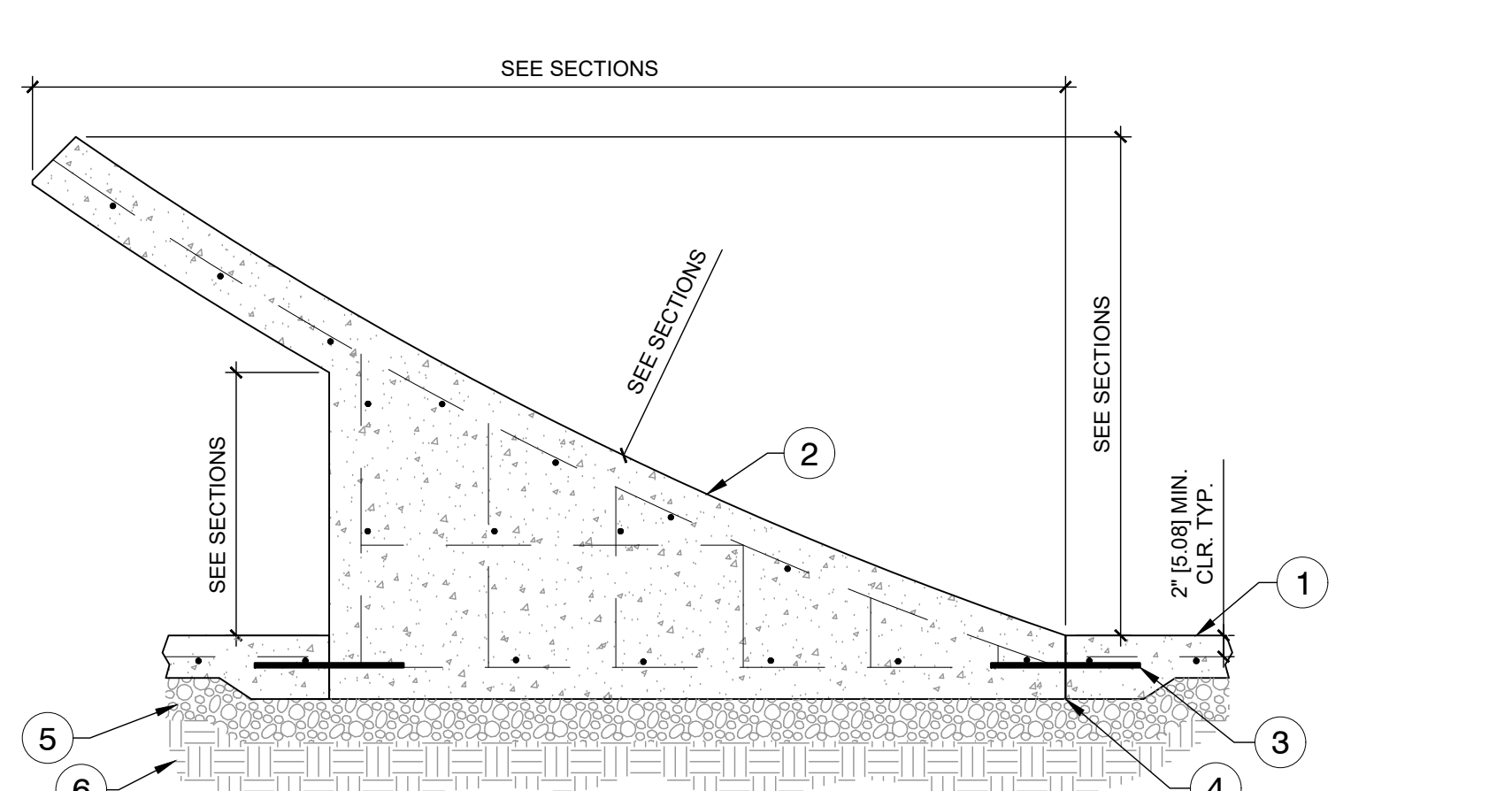
- 1 PRECASAT BOLLARD BY EMPIRE PRECAST OR SIMILAR
- 2 ANCHOR POST 1'-6" L x 2-7/8 DIA. SUPPLIED BY OTHERS
- 3 QUICK SET CONCRETE OR GROUT
- 4 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
- 5 BASE COURSE
- 6 COMPACTED SUBGRADE
- 7 4000 PSI CONCRETE WITH #3 REBAR @ 12" O.C.

9 PRECAST BOLLARD

1" = 1'-0"

P-PIP-S OGDEN-43

- 1 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BOTH WAYS
- 2 4000 PSI SHOTCRETE WITH #4 REBAR CONTINUOUS BOTH WAYS @ 12" O.C.
- 3 SLIP DOWEL
- 4 COLD JOINT
- 5 BASE COURSE
- 6 COMPACTED SUB-GRADE



10 BENT PENNY

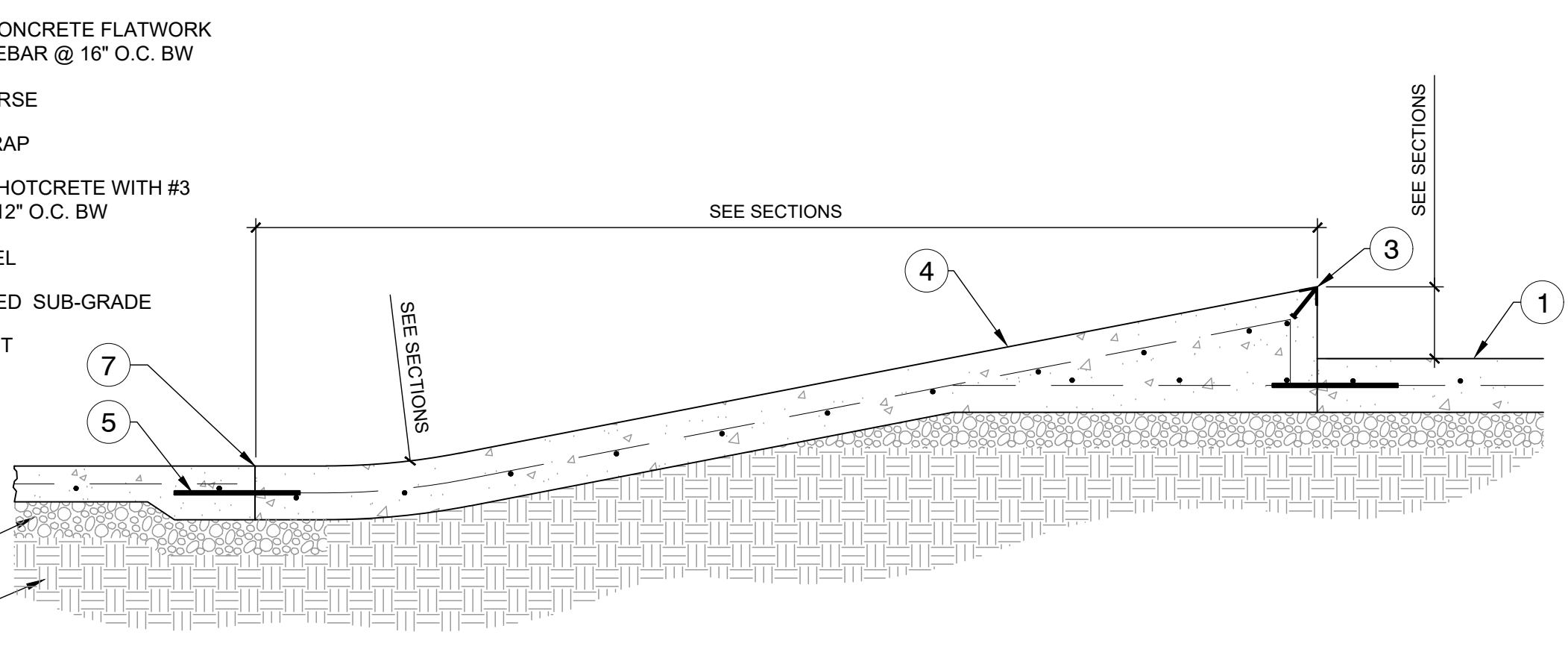
3/4" = 1'-0"

P-PIP-S OGDEN-87

- 1 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
- 2 BASE COURSE
- 3 STEEL STRAP
- 4 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW
- 5 SLIP DOWEL
- 6 COMPACTED SUB-GRADE
- 7 COLD JOINT

11 RADIUS LAUNCH

3/4" = 1'-0"



P-PIP-S OGDEN-45

- 1 4000 PSI CONCRETE FLATWORK
- 2 SLIP DOWEL
- 3 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. B.W.
- 4 STEEL STRAP
- 5 BASE COURSE
- 6 COMPACTED SUB-GRADE

12 SLAPPY EXTENSION

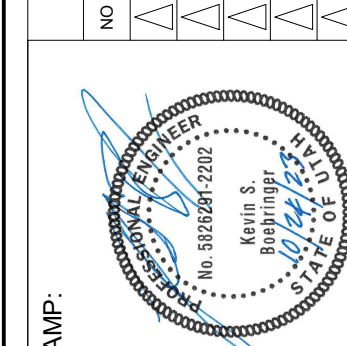
3/4" = 1'-0"

P-PIP-S OGDEN-85

SPOHN RANCH SKATE PARKS
DESIGN. BUILD. COME TOGETHER.
6824 S. CENTINELA AVE. - LOS ANGELES, CA 90029
OFFICE (626) 330-5803 - FAX (626) 330-5803

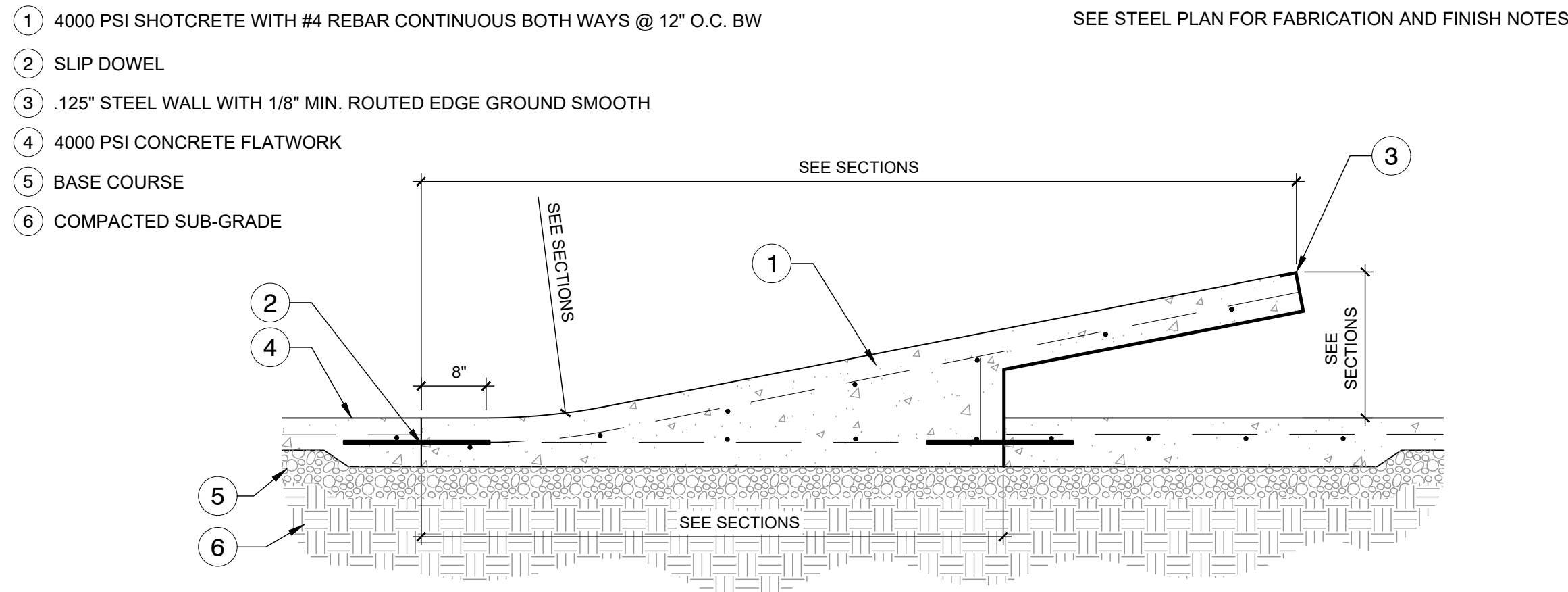
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REVISIONS	BY	DATE	DESCRIPTION
1			
2			
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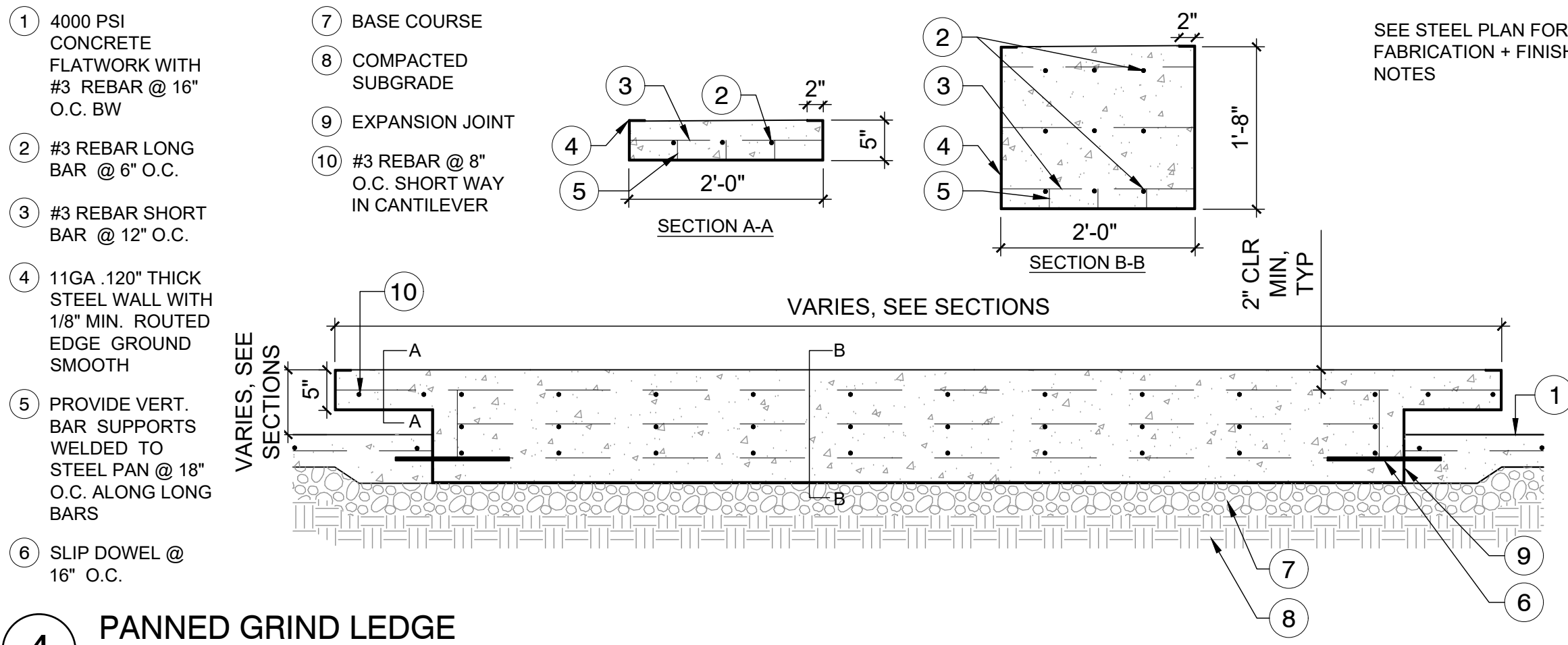


SKATE PARK DESIGNED BY	STAMP
VO	
DM	
ZM	
DH	
DATE	10/24/2023

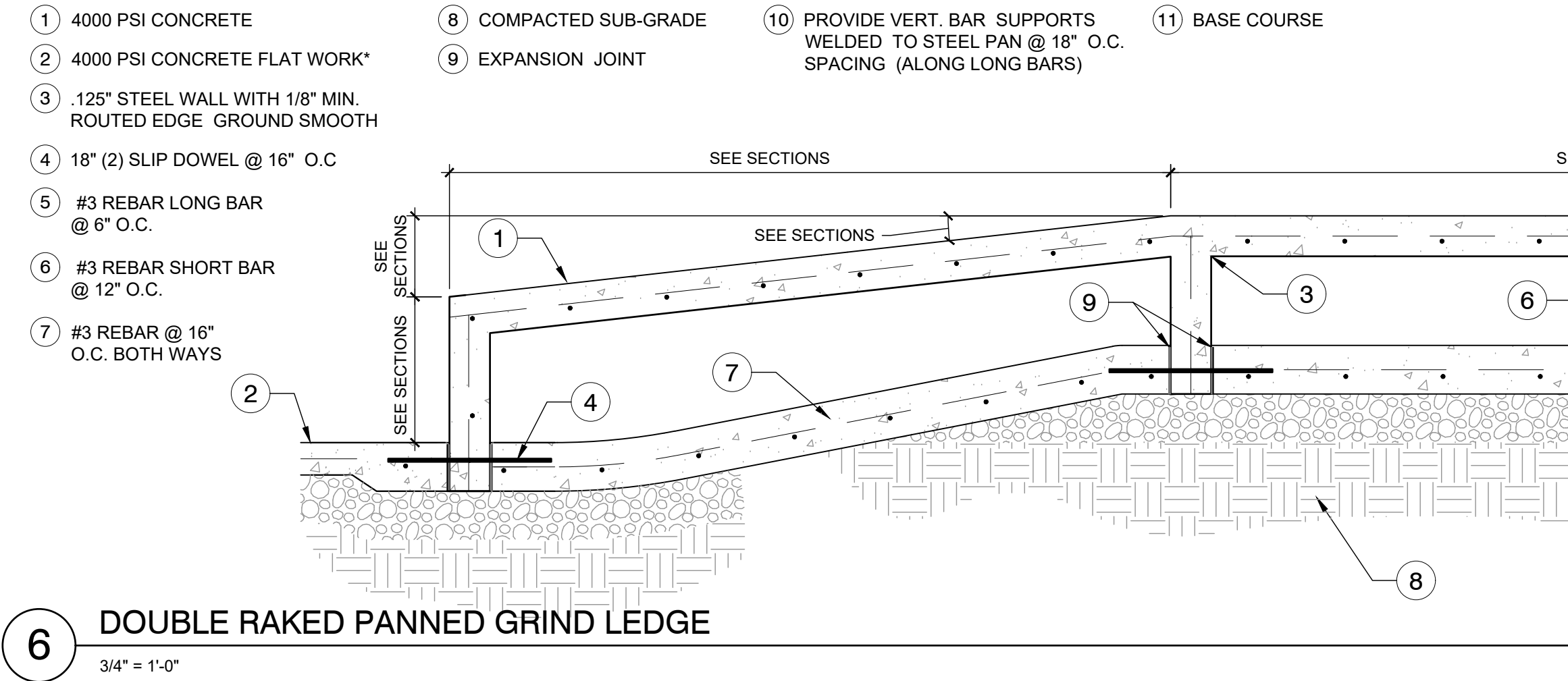
PROJECT TITLE	40TH STREET SKATEPARK
SHEET TITLE	CONSTRUCTION DETAILS
SHEET	SK10.1
OF XX	



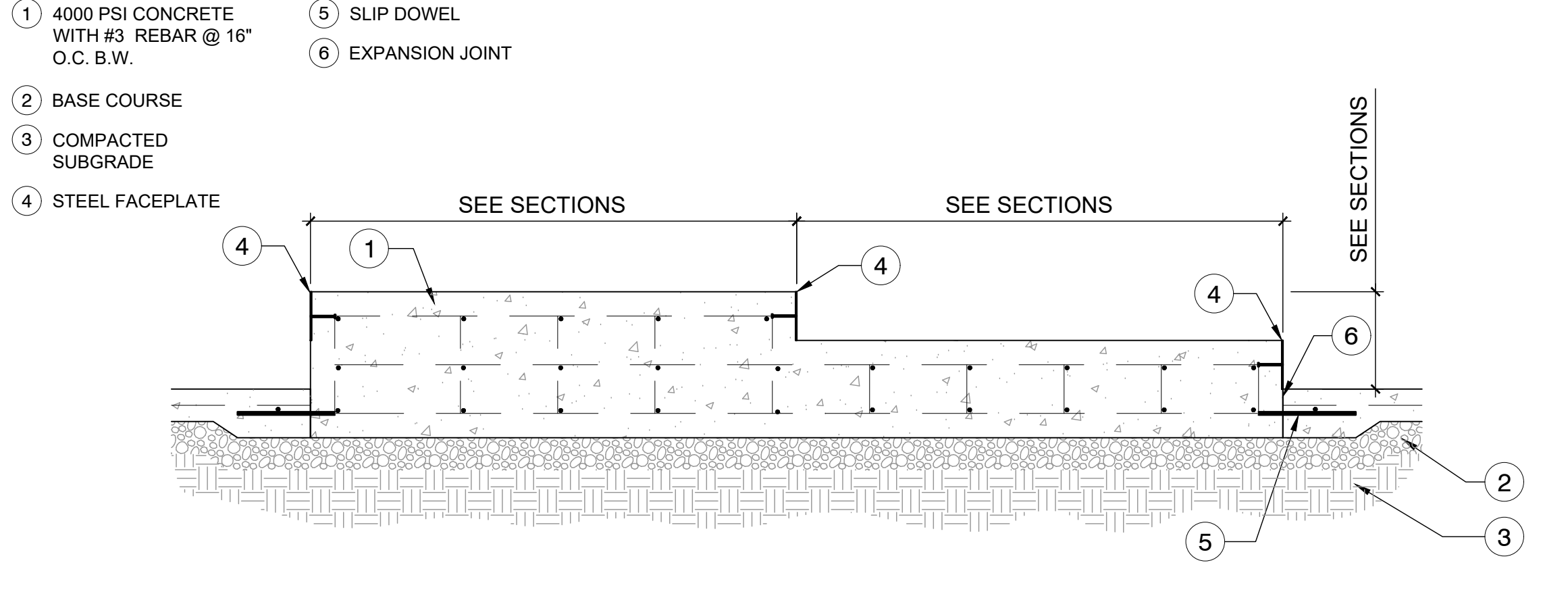
1 PANNED LAUNCH RAMP
3/4" = 1'-0"
P-PIP-S OGDEN-46



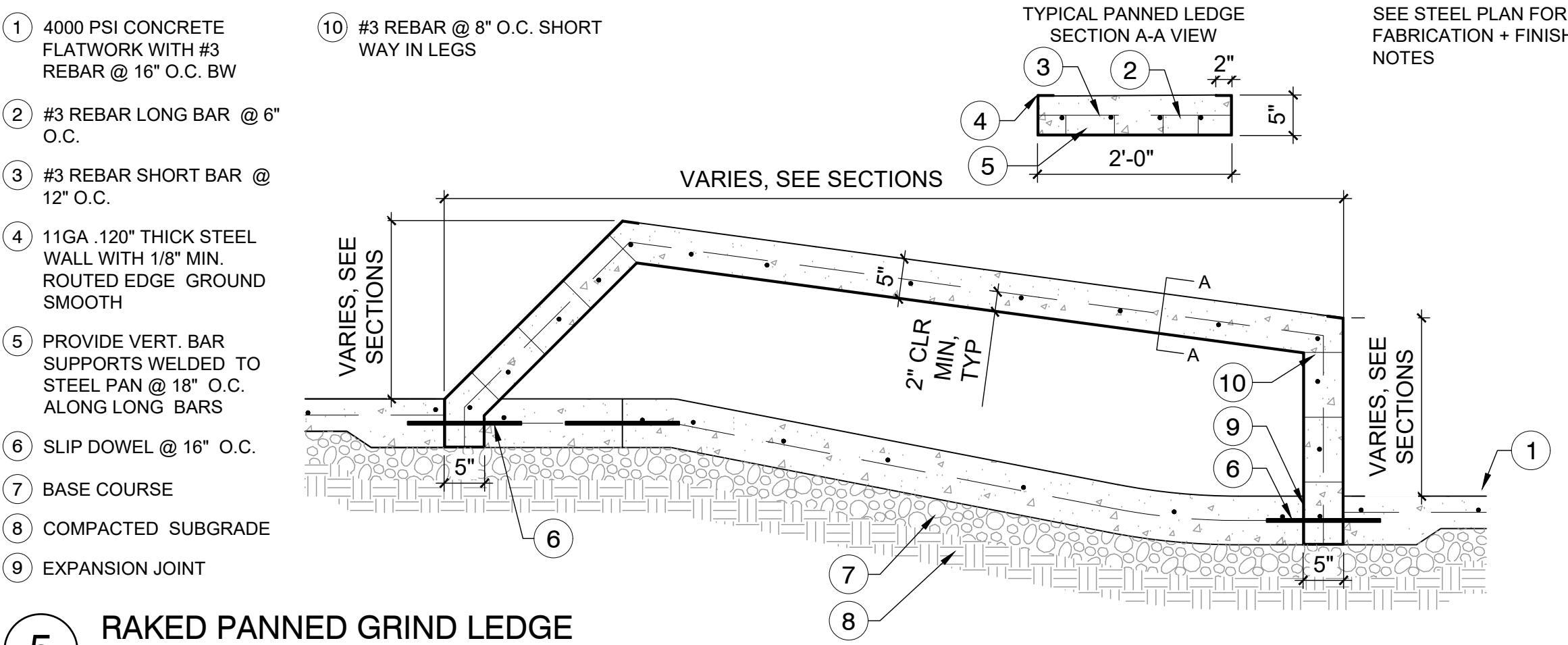
4 PANNED GRIND LEDGE
3/4" = 1'-0"
P-PIP-S OGDEN-35



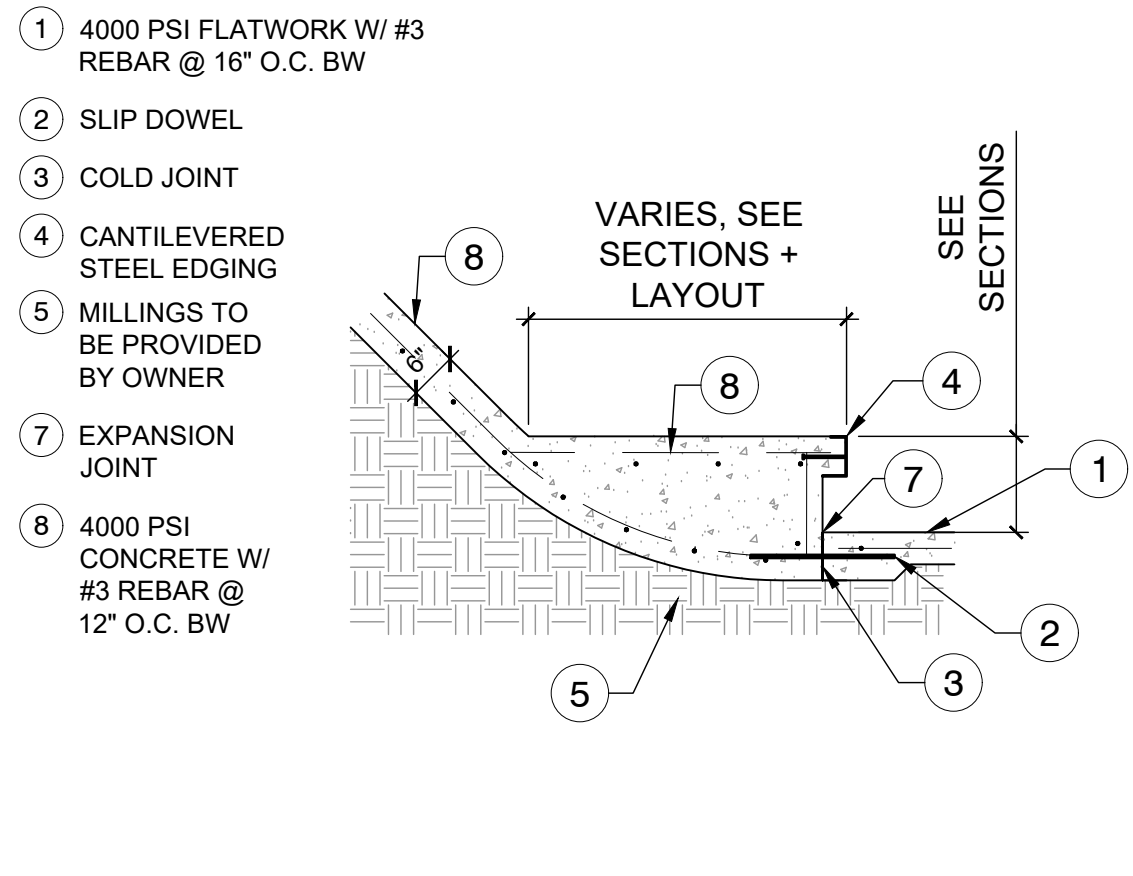
6 DOUBLE RAKED PANNED GRIND LEDGE
3/4" = 1'-0"
P-PIP-S OGDEN-101



2 TIERED GRIND LEDGE
3/4" = 1'-0"
P-PIP-S OGDEN-34



5 RAKED PANNED GRIND LEDGE
3/4" = 1'-0"
P-PIP-S OGDEN-38



3 INSET CANTILEVERED GRIND LEDGE
1/2" = 1'-0"
P-PIP-S OGDEN-39

PROJECT TITLE
40TH STREET SKATEPARK

SHEET TITLE
CONSTRUCTION DETAILS

SHEET
SK10.2

SKATE PARK DESIGNED BY
 V.O.
 DOCUMENTS BY
 D.M. / Z.M.
 PLAN CHECKED BY
 D.H.
 DATE
 10/24/2023

STAMP:

REVISIONS

NO	DATE	DESCRIPTION	BY

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6824 S. CENTINELA AVE. - LOS ANGELES, CA 90029
 OFFICE (626) 330-5803 ~ FAX (626) 330-5503

SPOHN RANCH
 SKATE PARKS

12/8/23

Attn: Matt Dixon
City Manager
Sough Ogden City
4950 Adams Avenue
South Ogden City, UT

Dear Mr. Dixon;

Spohn Ranch, Inc. is pleased to present our proposal for the 40th Street Skatepark.

We meet all the experience criteria outlined in the RFP and we have the resources and manpower to complete this project.

Our Sourcwell contract # is 112420.

We are also able to meet the insurance and bonding requirements outlined in the RFP.

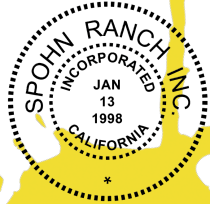
Our Sourcwell line items are included in this cover letter and our proposal is attached to this email. We look forward to working with your community.

Thank you for your consideration.

Sincerely,



Kirsten Dermer, CEO
Spohn Ranch, Inc.



SPOHN RANCH, INC.
P 626-330-5803
F 626-330-5503
W SPOHNRANCH.COM
E INFO@SPOHNRANCH
6824 S CENTINELA AVE.
LOS ANGELES, CA 90230

LET'S ROLL.

SCOPE OF WORK	SOURCEWELL PRODUCT CODE	SOURCEWELL UNIT	SOURCEWELL UNIT PRICE	QUANTITY	SOURCEWELL PRICE
Mobilization	SP-1	Of Project	10%	\$1,497,826.00	\$149,782.60
Excavation	SP-6	Man-Hour	\$215.00	120	\$25,800.00
Rough Grading	SP-9	Sq. Ft.	\$5.00	21591.9	\$107,959.50
Fine Grading	SP-10	Sq. Ft.	\$6.00	21591.9	\$129,551.40
Drain Piping	SP-8	Linear Foot	\$160.00	211	\$33,760.00
CNC-Cut Screeds	SS-4	Per Project	\$5,000.00	1	\$5,000.00
Steel Pans	SS-5	Per Project	\$13,300.00	1	\$13,300.00
Steel Edge Protection	SS-1	Linear Foot	\$51.00	584	\$29,784.00
Steel Coping	SS-2	Linear Foot	\$60.00	337	\$20,220.00
Steel Grind Rails	SS-3	Linear Foot	\$100.00	59	\$5,900.00
Concrete Flatwork	CON-4	Sq. Ft.	\$18.00	13888	\$249,984.00
Colored Concrete for CIP Elements	CON-10	Sq. Ft. (60% of concrete cost)	\$9.60	5627	\$54,019.20
Shotcrete	CON-2	Sq. Ft.	\$78.00	5799	\$452,322.00
Colored Concrete for CIP Elements	CON-10	Sq. Ft. (60% of concrete cost)	\$46.80	4981	\$233,110.80
Freight	FR-2	Per Project	\$5,000.00	1	\$5,000.00
					\$1,515,493.50
Sourcewell Discount - 8%					-\$121,239.48
					\$1,394,254.02



40th Street Skatepark

PUBLIC ADVERTISEMENT

REQUEST FOR PROPOSALS

I. RECEIPT OF PROPOSALS

Proposals will be accepted via email until **5:00 p.m. on Friday, December 8, 2023**. Proposals and questions shall be emailed to Matt Dixon, City Manager, at mdixon@southogdencity.gov. Proposals submitted in any way other than via email will not be accepted. Questions relative to this Request for Proposal shall be submitted via email on or before 5:00 p.m. on Friday, December 1, 2023. **Bidder must have an active contract with Sourcewell to be considered for this project.**

Late Submittals & Right to Reject

- Proposals received via email later than the listed due date will not be accepted.
- The City reserves the right to accept or reject any proposal as determined in the best interests of the City.

II. DESCRIPTION OF WORK

The work consists of constructing a concrete skatepark at the South Ogden 40th Street Park consistent with the project drawings, plans, specifications, and requirements (attached). 40th Street Park is located east of South Ogden City Hall at 3950 Adams Ave. in South Ogden City, Utah.

III. PROJECT ADMINISTRATION

This project will be managed by the South Ogden Public Works Department. Jon Andersen, Public Works Director, and Shane Douglas, Assistant Public Works Director, will have primary responsibility for construction coordination and oversight, once the contractor has been selected.

IV. OWNERS RIGHTS RESERVED

South Ogden City reserves the right to reject any or all proposals, waive any informalities in a proposal, and make awards in the interest of the City. Award of a contract will be at the City's discretion based on their evaluation of the proposal best determined to meet their needs.

Emailed to Sourcewell Contract Holders:

- Sphon Ranch, LLC: Kirsten Dermer, CEO, Adam Eichorn, info@spohnranch.com
- American Ramp Company: Heather Ogden, Senior Project Manager, heather@americanrampcompany.com
- Artisan Skateparks: Nicole Robertson, Business Manager, nicole.artisanskateparks@gmail.com
- California Skateparks: Misty Bissman, Procurement Manager, info@caskateparks.com

By: Matt Dixon, South Ogden City
Date: November 17, 2023

PROPOSAL INFORMATION

I. PROJECT BACKGROUND

South Ogden City is a mostly residential community of 18,000 residents located 30 minutes north of Salt Lake City in Weber County, Utah. South Ogden City's mission statement shows the city's commitment to "preserving and enhancing quality of life." This project helps the city fulfill its mission by providing a high-quality outdoor recreation facility for all abilities and all ages. This project will not only serve the approximate residents of South Ogden but will also serve the greater Wasatch Front Region. The City has partnered with many local skatepark enthusiasts, businesses, and government leaders to design the project and raise funding to help with the construction of the park.

II. WORK DESCRIPTION

The selected contractor shall be responsible for providing all labor and equipment necessary to construct the approximate 15,000 sq. ft. concrete skatepark according to project drawings, plans, specifications, and requirements. The skatepark will be constructed in a regional storm water detention basin. The project has been designed to continue to accommodate the regional storm water detention needs and to serve as a regional recreational amenity. The project will include site excavation (cut and fill), grading, concrete work, installation of skatepark features, landscaping, and construction/installation of other park elements.

III. EXISTING CONDITIONS

The location is currently a large grass storm water detention basin/park area.

IV. QUALIFICATIONS

Contractor must meet the following minimum qualifications:

- At least ten (10) years of experience in design and construction of skateparks of similar quality and size.
- A list of five (5) similar projects that have been completed within the last 5 years with references and contact information.
- Proof of capacity to staff the project and complete the project within the desired timeline.
- Ability to meet the insurance and bond requirements described in this request.
- Active contract with Sourcewell.

V. INSURANCE REQUIREMENTS:

Prior to beginning work on the project, the Contractor shall deliver to South Ogden City:

- Workers Compensation and Employers Liability insurance in the amount of \$1,000,000
- Automobile Coverage for all Owned, Non-Owned and Hired vehicles in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate
- Comprehensive General Liability or Commercial General Liability insurance covering all operations or job specific in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate



- Excess Liability/ Umbrella Insurance in the amount of \$5,000,000
- Errors and Omissions/ Professional Liability insurance in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate.

VI. BOND REQUIREMENTS

Submission of a Bid constitutes a promise that the successful bidder will enter a contract with South Ogden City. Bidders should carefully examine all required bonds and insurance information.

- The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the work provided in the Construction Documents.
- The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the completion of the work.
- South Ogden City does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.

VII. PROPOSAL REQUIREMENTS

Proposals shall consist of a price proposal and supporting information. Specific information shall include:

- A brief company profile and contact information
- Project Team (i.e. Project Manager, Superintendent, etc.). Key individuals identified will not be substituted with other personnel or reassigned to another project without City approval.
- Project Approach. Describe Contractor's approach for accomplishing the project (including start date, timeline, etc.)
- Price proposal for the work (see Attachment C - Schedule of Values)
- Descriptions of proposed equipment and personnel
- Experience with similar projects/work
- Sourcewell contract and Pricing List with a signed acknowledgement that pricing conforms with Pricing List
- References

Proposals will be evaluated by South Ogden City according to the factors described in Section VIII.

VIII. EVALUATION FACTORS & SELECTION PROCESS

South Ogden City will evaluate proposals based upon the following factors:

- 10% Thoroughness & organization of proposal
 - 25% Qualifications & experience
 - 30% Project approach & timeline
 - 35% Project cost. Proposal must be found compliant with Sourcewell Pricing List.
- 100%



An evaluation review committee ("Committee") will be evaluating the proposals received. For the purpose of scoring proposals, committee members will evaluate each proposal in accordance with the criteria and factors listed above.

The Committee will score the written proposals based on the information submitted according to the evaluation criteria and factors. The evaluation committee's scoring will be tabulated, and proposals ranked based on the numerical scores received.

Negotiations will follow with the selected Contractor, and, if successful, the Contractor and the City will enter into a contract for the work.

During the evaluation process, the City has the right to request additional information and presentations for clarification in order to understand the Contractor's approach to the project and scope of the work. The City further reserves the right to make an award without further clarification of proposals reviewed. Any changes to a submitted proposal made before executing the contract will become part of the final contract.


The City has the right to reject any or all proposals.

IX. CONTRACT

South Ogden City intends to award a contract to the lowest qualified bidder based on an objective evaluation of each proposal and the evaluation factors and weights of this request for proposal.

The City reserves the right to reject any and all proposals.

Company: Spohn Ranch, Inc.

Signature: 

Date: 12/8/23



Attachment A – Construction Plan Set



**SOUTH OGDEN CITY CORPORATION
CONTRACTOR INFORMATION SHEET**

Business name: Spohn Ranch, Inc. Year Est. 1992
Owner or Parent Company: _____
Business address: 6824 S. Centinela Avenue, Los Angeles, CA 90230

Business Tel.: 626-330-5803 Mobile Tel.: 847-707-6121 Federal I.D. #
95-4670208 If you do not have a federal
I.D. #, please list your Social Security Number:

BID FORM

NAME OF BIDDER Spohn Ranch, Inc. DATE 12/8/23

The Project is defined in the Scope of Work and
The undersigned, in compliance with the Request for Bid, and having examined the information
and specification provided, do hereby propose:

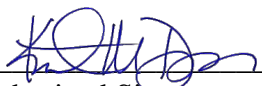
One million three hundred ninety four thousand two hundred fifty four dollars and 02/100 Dollars
\$ 1,394,254.02

For all the work shown on drawings and specification, I/we agree to perform for the total sum
stated above and include 100% Performance Bond, and Material & Payment Bond and other
required Insurances.

Respectfully submitted,

Spohn Ranch, Inc.
Name of Bidder

6824 S. Centinela Avenue, Los Angeles, CA 90230
Address


Authorized Signature



TO THE MAYOR OF SOUTH OGDEN CITY, UTAH

Dear Sir:

The undersigned is familiar with the local conditions affecting the cost of the work at the place where the work is to be done, has carefully examined the specifications and other contract documents, and has examined the locations of the proposed work.

The undersigned hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in connection with the plans and specifications and other contract documents, at the following bid prices for the several bid items of work named. Receipt of the following addenda is hereby acknowledged:

Spohn Ranch, Inc.

Name of Bidder



Authorized Signature

Date: 12/8/23





South Ogden, UT Skatepark

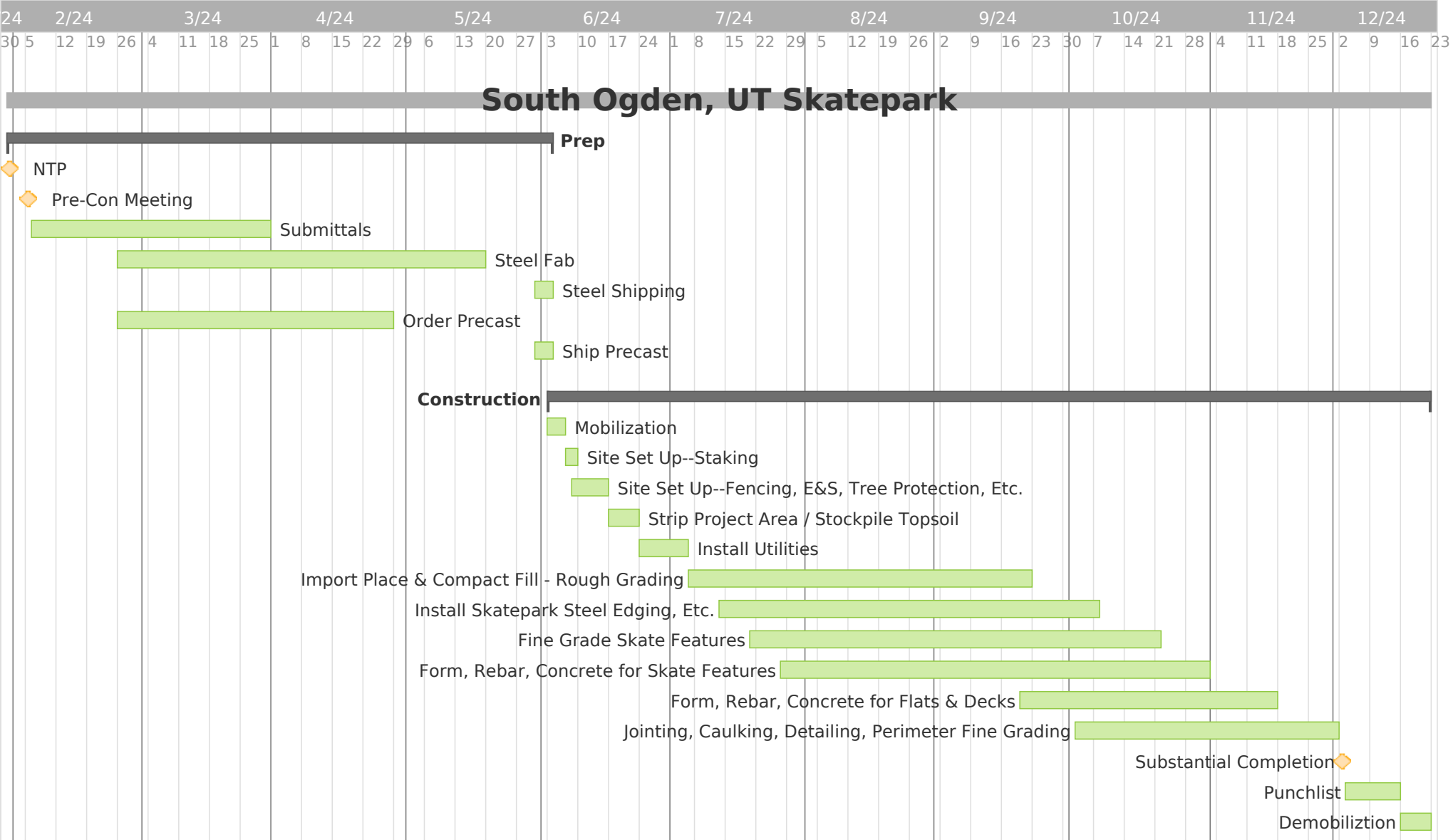
Prep

- NTP
- Pre-Con Meeting
- Submittals
- Steel Fab
- Steel Shipping
- Order Precast
- Ship Precast

Construction

- Mobilization
- Site Set Up--Staking
- Site Set Up--Fencing, E&S, Tree Protec...
- Strip Project Area / Stockpile Topsoil
- Install Utilities
- Import Place & Compact Fill - Rough G...
- Install Skatepark Steel Edging, Etc.
- Fine Grade Skate Features
- Form, Rebar, Concrete for Skate Featu...
- Form, Rebar, Concrete for Flats & Dec...
- Jointing, Caulking, Detailing, Perimeter...
- Substantial Completion
- Punchlist
- Demobiliztion

start	end	0%
01/31/24	06/03/24	0%
01/31	01/31	0%
02/05	02/05	0%
02/06	03/29	0%
02/26	05/17	0%
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07/19	10/21	0%
07/26	10/31	0%
09/19	11/15	0%
10/02	11/29	0%
12/02	12/02	0%
12/03	12/13	0%
12/16	12/20	0%



SOUTH OGDEN CITY, UTAH // REQUEST FOR PROPOSALS

40TH ST. SKATEPARK CONSTRUCTION

SPOHN RANCH, INC. - STATEMENT OF QUALIFICATIONS // DECEMBER 8, 2023



CONTENTS

- 01. FIRM OVERVIEW
- 02. PROJECT PORTFOLIO
- 03. REFERENCES
- 04. PROJECT TEAM
- 05. PROJECT APPROACH



01. FIRM OVERVIEW



HEADQUARTERED IN

LOS ANGELES-CALIFORNIA

SKATEBOARDING'S BIRTHPLACE

AND CONTINUED EPICENTER



Spohn Ranch began as a community, anchored by Aaron Spohn's Los Angeles backyard half-pipe, and grew into an award-winning skatepark design-build firm. A cornerstone of wheel sports progression for over 30 years, Spohn Ranch's backyard roots have spread globally, culminating in hundreds of cutting-edge creations.

Via three decades of municipal skatepark projects, spanning 40+ states, 15+ countries and a variety of corporate clients including Red Bull and Vans, Spohn Ranch has mastered a broad range of techniques specific to creating the highest-quality wheel-focused terrain possible.

With a firsthand passion for skateboarding and wheel sports, the Spohn Ranch family of highly-skilled craftsmen, including landscape architects, iron workers, grading wizards and ACI-certified shotcrete nozzlemen, pride themselves on designing and building skateparks and wheel sports facilities with the relentless dedication to detail and architectural finesse that Spohn Ranch is known for.

3 DECADES OF SUCCESSFUL BUSINESS DOESN'T HAPPEN ON ACCIDENT.

SPOHN RANCH - PRESENT DAY

- 12 in-office staff – drafters / designers, project managers, estimators and support staff
- 30 in-the-field staff – shotcrete nozzlemen, concrete craftsmen, carpenters and equipment operators
- East LA fabrication shop – 25,000 square foot space for steel fabrication and equipment/tool storage
- Licensed General Contractor in multiple states

PROFESSIONAL AFFILIATIONS

- National Recreation & Park Association (NRPA)
- New York City Parks & Recreation (Passport)
- American Society of Landscape Architects (ASLA)
- U.S. Green Building Council (USGBC)
- American Concrete Institute (ACI)
- American Shotcrete Association (ASA)
- Construction Specifications Institute (CSI)
- American Society for Testing & Materials (ASTM)
- World Skateboarding Federation (WSF)

INSURANCE

Spohn Ranch maintains, at a minimum, the following coverage. Certificates are available upon request.

- Errors and Omissions / Professional Liability - \$2,000,000 per occurrence, \$2,000,000 aggregate
- Workers Compensation and Employers Liability - \$1,000,000
- Automobile Liability for owned and non-owned - \$1,000,000 per occurrence, \$2,000,000 aggregate
- Comprehensive/Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate
- Excess Liability (Umbrella) - \$9,000,000

FINANCIAL/LEGAL STABILITY

2023 marks thirty one years of uninterrupted service, focused solely on skatepark design and construction. We take pride in being a hard-working, passionate and responsible family-owned business.

- Zero bankruptcies, loan defaults, changes of ownership or operation under a different name
- Zero liquidated damages
- Zero instances of E&O insurance claims

We are currently bonded with Travelers Casualty and Surety Company of America, with a bonding capacity in the amount of \$3 million per project and \$6 million aggregate. We have a spotless bonding history over 25+ years of business – none of our bonds / sureties have ever been called upon for any reason.

Spohn Ranch has neither litigation history associated with project performance nor any past or pending litigation against an Owner with whom we've contracted.



NATIONALLY-RECOGNIZED AWARD-WINNING SKATEPARK DESIGN-BUILD

- **NEW JERSEY RECREATION AND PARKS ASSOCIATION**
Award for Excellence In Design, 2013 (Holland Park Skate Plaza – Elizabeth, NJ)
- **NEW JERSEY RECREATION AND PARKS ASSOCIATION**
Award for Excellence In Design, 2015 (Maplewood Skatepark – Maplewood, NJ)
- **NEW JERSEY SOCIETY OF MUNICIPAL ENGINEERS**
Municipal Project of the Year, 2013 (Dealy Field Skatepark – Sea Isle City, NJ)
- **LOUISIANA MUNICIPAL ASSOCIATION**
Community Development Award, 2014 (Fireman's Skate & Bike Park – Houma, LA)
- **WORLD OF CONCRETE**
Finalist for "Crews that Rock" Award, 2011 & 2013 (Dew Tour Bowl & BSA Summit)
- **AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS**
Award for Excellence Nominee, 2010 (Daybreak Skatepark – South Jordan, UT)
- **HUCK MAGAZINE**
"The Future of Skatepark Design", 2008 (Daybreak Skatepark – South Jordan, UT)
- **IOWA READY MIXED CONCRETE ASSOCIATION**
Excellence In Concrete Award, 2023 (Riverside Skatepark – Cedar Rapids, IA)
- **IOWA READY MIXED CONCRETE ASSOCIATION**
Excellence In Concrete Award, 2012 (Oskaloosa Skatepark – Oskaloosa, IA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – SOUTHERN CALIFORNIA CHAPTER**
Project of the Year, 2017 (Marine Park Skatepark – Manhattan Beach, CA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – KENTUCKY CHAPTER**
Project of the Year, 2014 (Chautauqua Park Skatepark – Owensboro, KY)
- **CALIFORNIA PARK AND RECREATION SOCIETY**
Award of Excellence In Park Planning, 2017 (Stanton Skatepark – Stanton, CA)
- **AMERICAN PUBLIC WORKS ASSOCIATION – SAN DIEGO COUNTIES CHAPTER**
Honor Award, 2017 (Kimball Skatepark – National City, CA)
- **CALIFORNIA PARK AND RECREATION SOCIETY**
Award for Excellence In Design, 2020 (Manzanita Skatepark – Anaheim, CA)



EVERYTHING WE LEARN BUILDING SKATEPARKS FOR THE WORLD'S TOP PRO ATHLETES, INSPIRES WHAT WE ROLL INTO YOURS.



Some of our most challenging work has been in the private sector, designing and building for wheel sports industry companies and the world's top professional skateboarders. After a rigorous vetting process, these clients consistently choose Spohn Ranch because of our unique ability to deliver quality terrain under any condition imaginable – including complex sites, logistical hurdles and extreme time constraints.

Our corporate clients and the athletes they host demand perfection when the skatepark is the stage for a live television event. The spacing between every obstacle has to be precise, the height and angle of every feature has to be perfect and the quality of the construction has to be flawless. With over 25 years of experience in this segment, we've really been able to hone our design and construction skill sets - injecting that attention to detail into all of our municipal projects.

HIGHLIGHTED PRIVATE PROJECT LIST:

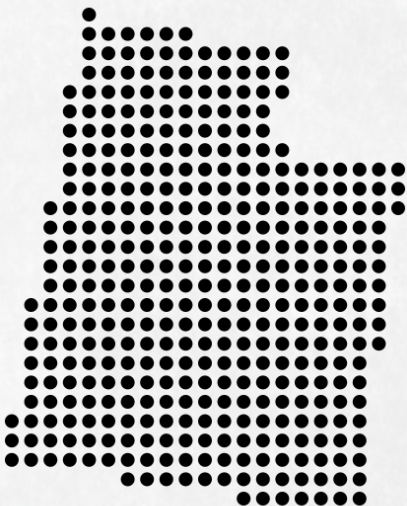
- Professional Competitions – ESPN X-Games, NBC Mountain Dew Tour, Kimberly Diamond Cup, D-Town Throwdown, Gravity Games, Vans Triple Crown, East Coast Surfing Championships
- Corporate Clients – Red Bull, Vans, Adidas, Gatorade, MTV, Boost Mobile, Got Milk, Ford, Tedx, Hewlett Packard, Reese's Puffs, Guinness Book of World Records, Kansas City Speedway, Warped Tour
- Film/Television – Brink, Grind, Accepted, OPM's "Heaven is a Half-Pipe"



STATE OF UTAH LICENSED CONTRACTOR #8440005-5551

10+ BEEHIVE STATE PROJECTS

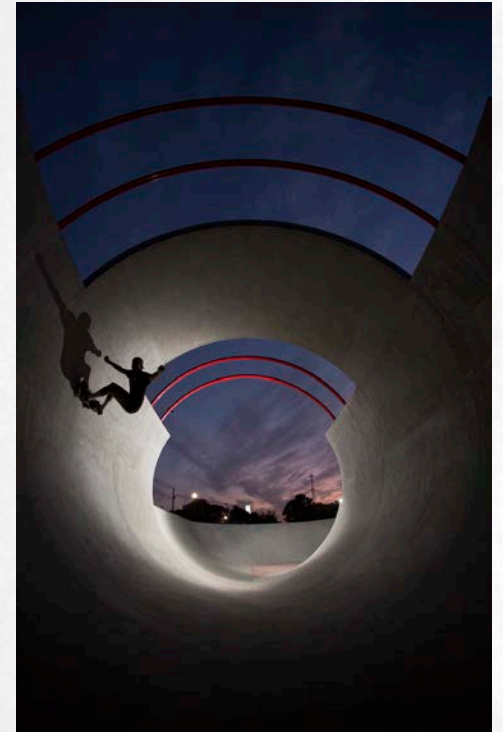
UNDER OUR BELT



- WEST JORDAN WHEELS PARK - WEST JORDAN, UT (IN-PROCESS)
- WASHINGTON WHEELS PARK - WASHINGTON, UT (IN-PROCESS)
- EAGLE MOUNTAIN SKATEPARK - EAGLE MOUNTAIN, UT (IN-PROCESS)
- SOUTH OGDEN SKATEPARK - SOUTH OGDEN, UT (IN-PROCESS)
- WASHINGTON PARK SKATEPARK - BOUNTIFUL, UT
- HOLLADAY SKATEPARK - HOLLADAY, UT
- POINTE MEADOW PARK SKATEPARK - LEHI, UT
- MAPLE HILLS PARK SKATE SPOT - WEST JORDAN, UT
- UNITY PARK SKATEPARK - IVINS, UT
- WASATCH ACADEMY SKATEPARK - MT. PLEASANT, UT
- NORTH OGDEN SKATEPARK - NORTH OGDEN, UT
- UTERO INDIAN SKATEPARK - FORT DUCHESNE, UT
- PROVO SKATE PLAZA - PROVO, UT
- DAYBREAK SKATE PATH - SOUTH JORDAN, UT

02. PROJECT PORTFOLIO

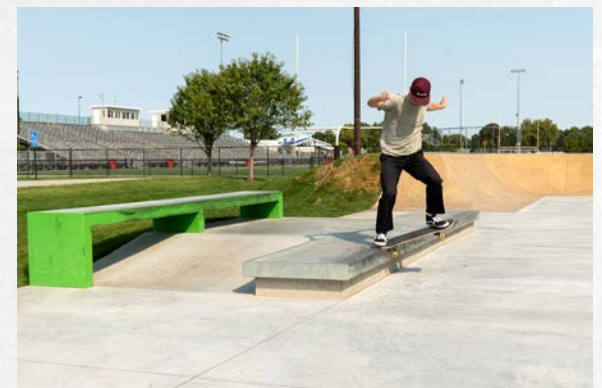








NORFOLK, NEBRASKA MIRACLE SKATEPARK







LOS ANGELES, CALIFORNIA CASTAIC PARK SKATEPARK

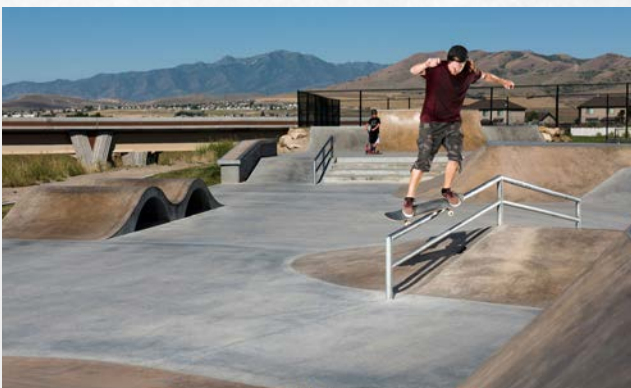






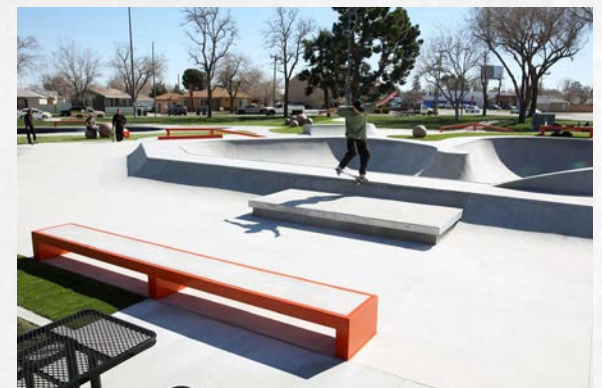
BAKERSFIELD, CALIFORNIA NORTH BEARDSLEY SKATEPARK



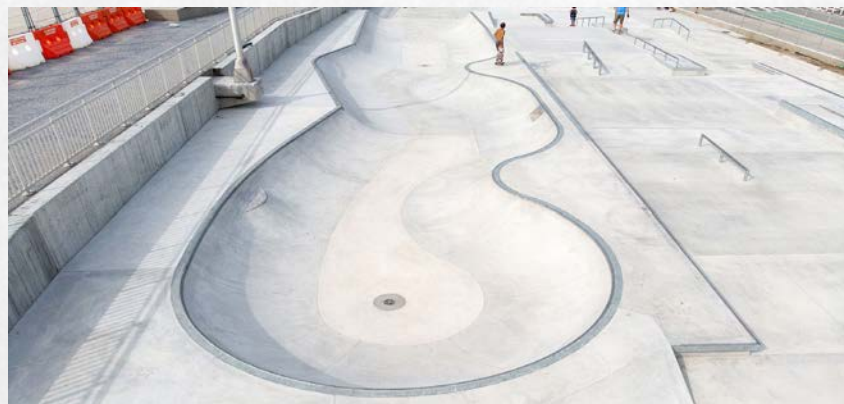
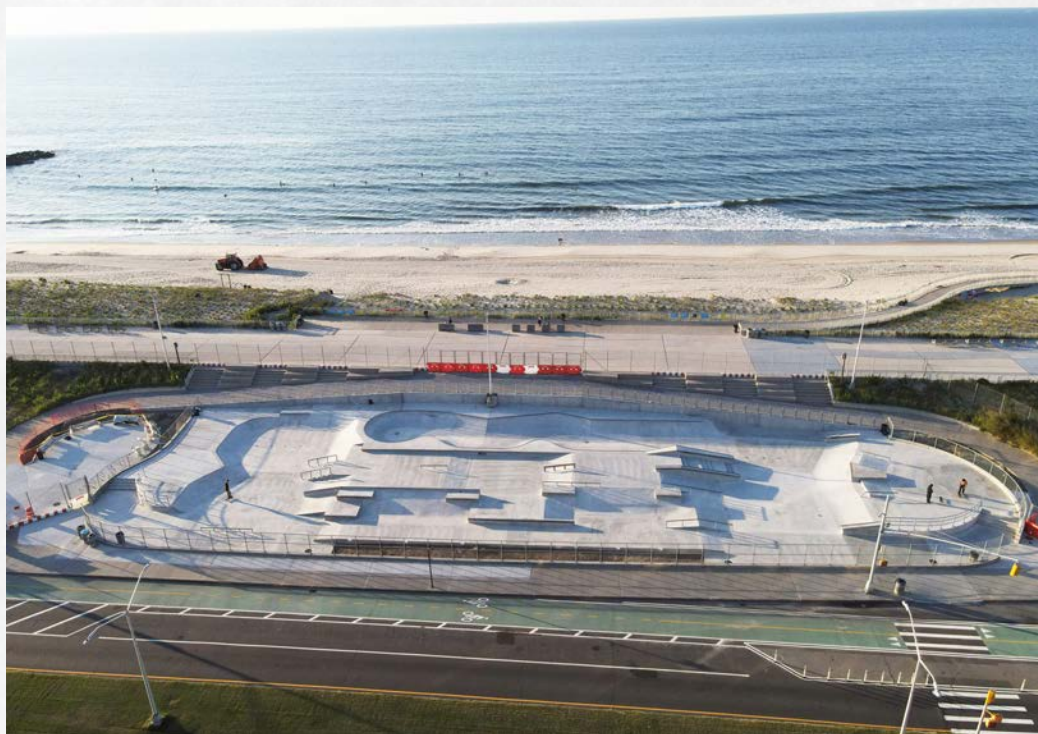


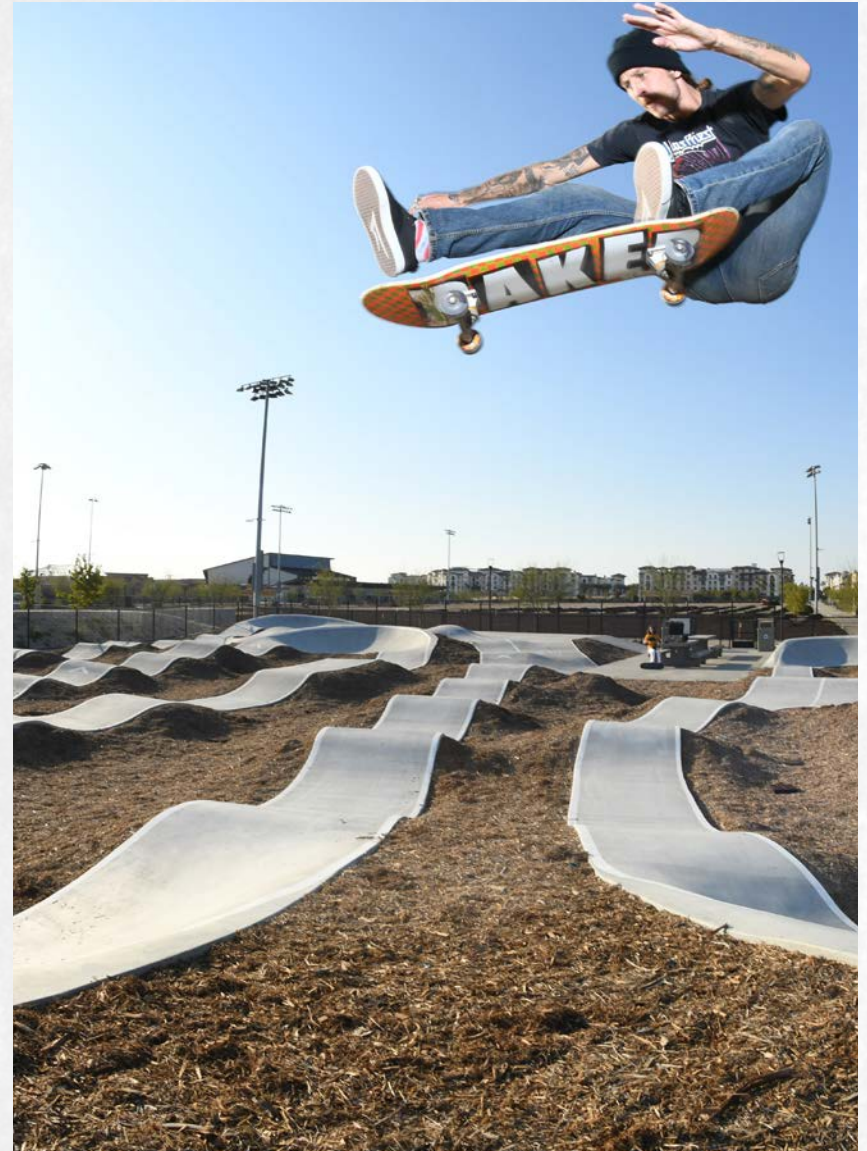


LANCASTER, CALIFORNIA JANE REYNOLDS SKATEPARK



NEW YORK CITY, NEW YORK ROCKAWAY BEACH SKATEPARK



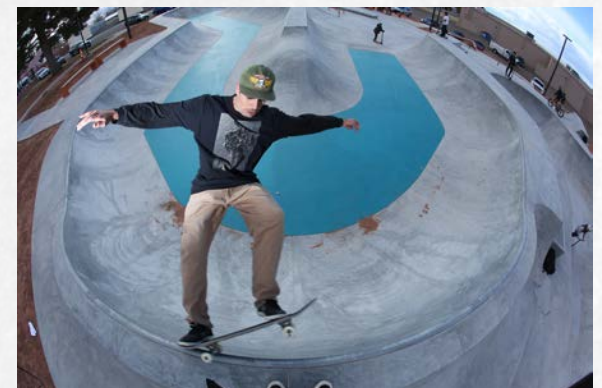


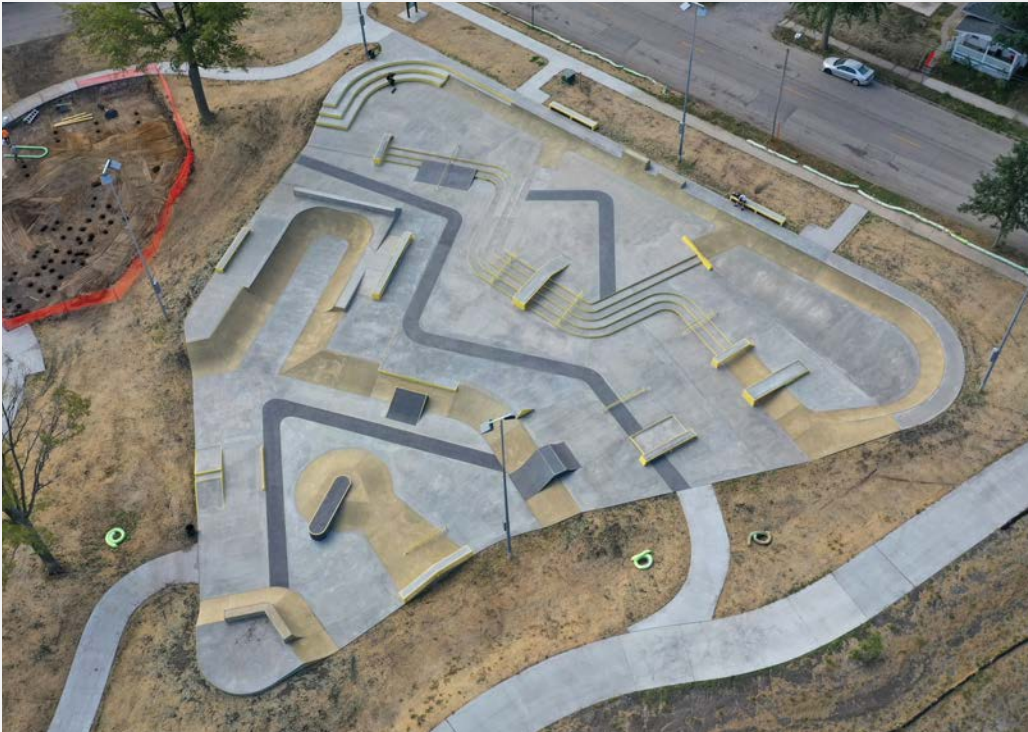












03. REFERENCES



WE SOLVED THEIR RIDDLE. WE CAN SOLVE YOURS TOO.

HOLLADAY SKATEPARK - HOLLADAY, UTAH

OWNER: CITY OF HOLLADAY

CONTACT: HOLLY SMITH

P: 801-272-9450 // E: HSMITH@CITYOFHOLLADAY.COM

YEAR: 2022 // SIZE: 8,000 SQ FT

UNITY PARK SKATEPARK - IVINS, UTAH

OWNER: IVINS CITY

CONTACT: BENNY SORENSEN

P: 435-634-7719 // E: BSORENSEN@IVINS.COM

YEAR: 2019 // SIZE: 8,000 SQ FT

RIVERSIDE SKATEPARK - CEDAR RAPIDS, IOWA

OWNER: CITY OF CEDAR RAPIDS

CONTACT: STEVE KRUG

P: 319-286-5740 // E: S.KRUG@CEDAR-RAPIDS.ORG

YEAR: 2023 // SIZE: 21,000 SQ FT

EVERETT PARK SKATEPARK - NEWARK, OHIO

OWNER: CITY OF NEWARK

CONTACT: JENNIFER ROBERTS

P: 740-349-8276 // E: JENNIFER@TJEVANS.ORG

YEAR: 2019 // SIZE: 16,000 SQ FT

JANE REYNOLDS SKATEPARK - LANCASTER, CALIFORNIA

OWNER: CITY OF LANCASTER

CONTACT: NICOLE JONES

P: 661-723-6173 // E: NJONES@CITYOFLANCASTERCA.ORG

YEAR: 2019 // SIZE: 16,000 SQ FT

ERNEST MCBRIDE SKATEPARK - LONG BEACH, CA

"It's an excellent street-plaza design, with just enough transitions to make it well-rounded.

SHOULD BE AN EXAMPLE FOR OTHER COMMUNITIES TO FOLLOW

It has something for all skill levels, and is exactly the type of project, area, and advocacy that we want to get involved with. It should be an example for other communities to follow."

- Tony Hawk, Professional Skateboarder
-

DEW TOUR BOWL - OCEAN CITY, MD

"In addition to being a pro skater for over 20 years, I am the creative director for the Dew Tour. The Dew Tour needed a professional class competition bowl that would showcase the best of modern vert and transition skateboarding.

ONE OF THE BEST PIECES OF SKATEABLE TERRAIN EVER BUILT

The team at Spohn Ranch was able to take my ideas and deliver a finished product that was not only the world's first portable bowl, but one of the best pieces of skateable terrain ever built."

- Chris Miller, Professional Skateboarder

WASHINGTON PARK SKATEPARK - ALAMAGORDO, NM

“From the initial group meeting with the local skaters, through conceptual/final design and construction, Spohn Ranch brought their “A” game.

KNOWLEDGE AND EXPERIENCE IN THE DESIGN AND CONSTRUCTION OF SKATEPARKS IS BEYOND WORDS

Spohn Ranch’s knowledge and experience in the design and construction of skateparks is beyond words. I do not hesitate in recommending Spohn Ranch to design and construct your skatepark. Spohn Ranch’s attitude and passion in skateparks is so contagious that it makes everyone love the sport of skateboarding.”

- Edward Balderrama, Project Manager

NIKE PARK SKATEPARK - ISLE OF WIGHT, VA

“When you are replacing a wood ramp skatepark built in the late 90’s over top of a Cold War era Nike Ajax Missile Magazine on a limited budget, I cannot imagine having a better partner than Spohn Ranch. Your team at Spohn were the ultimate professionals – easy to work with, committed to delivering an excellent product, patient and extremely responsive.

CANNOT IMAGINE HAVING A BETTER PARTNER THAN SPOHN RANCH

We selected Spohn Ranch for our project after hearing from our group of children and adult skaters that all of their favorite skateparks were designed and built by Spohn. Staff and riders were not disappointed. Thank you for transforming our old wood ramp park into a skating mecca for our area.”

- Mark Furlo, Director of Parks and Recreation

MILESTONE PARK SKATEPARK - SANDWICH, IL

"We recently completed the construction of our skatepark and the quality of work displayed by your company was outstanding. You showed a high degree of integrity, responsibility, professionalism and ambition. Your judgment resulted in a design that is not only logical and practical, but so unique that has left our "kids" speechless.

A STAPLE IN THE PARK & RECREATION FIELD FOR QUITE SOME TIME

Spohn Ranch has been a staple in the Park and Recreation field for quite some time, you continue to exceed expectations and your products/services would be an asset to any organization so I am pleased to give you my wholehearted endorsement."

- Sue Swithin, Director of Parks and Recreation

LATHROP SKATEPARK - LATHROP, CA

"I want to say a BIG "THANK-YOU" to you and all at Spohn Ranch, Inc. who helped to build the Lathrop Skatepark. We have been open for over a week now and everyone, skaters, parents, neighbors, City Council members, community members and recreation staff from other cities say we have one of the "sickest" parks in the Central Valley!

WITH GREAT PRIDE, I GET TO RESPOND "SPOHN RANCH BUILT OUR PARK!"

The craftsmanship is excellent and almost everyone asks' "who built this park?" Luckily, and with great pride, I get to respond, "Spohn Ranch built our park!" Skaters give me knowing nods of appreciation whenever I say that, rolling away from me knowing that the premiere skatepark building company on Planet Earth built the Lathrop Skatepark."

- Gabriel Goulart, Recreation Supervisor

EVERETT PARK SKATEPARK - NEWARK, OH

"It is with much enthusiasm that I recommend Spohn Ranch Skateparks for both design and build to anyone considering such a project. The Thomas J. Evans Foundation partnered with the City of Newark, Ohio, to bring a skatepark to our community. Our skatepark officially opened in August and we couldn't be more proud to have partnered with Spohn Ranch.

THIS PARK IS A SUCCESS BECAUSE WE STARTED WITH THE RIGHT COMPANY

We are confident when we say that this park is a success because we started with the right design and build company! We are truly grateful to Spohn Ranch for their knowledge, professionalism, passion and expertise in skateparks."

- Jennifer Roberts, Administrative Director

PLANZ PARK SKATEPARK - BAKERSFIELD, CA

"The entire team - from the designers to the on-site builders, were great to work with from start to finish. The on-site crew was professional, courteous to other staff members and informative to the public during the process. I was also impressed that the on-site crew members were also skateboarders, so they had a personal interest in the fine details.

IMPRESSED THAT THE ON-SITE CREW MEMBERS WERE ALSO SKATEBOARDERS

The proof of a great product is the user's ability to enjoy it for long periods of time, which exceeded expectations. Great company, great results and I would recommend Spohn Ranch to other communities interested in a quality skatepark, using the design-build process."

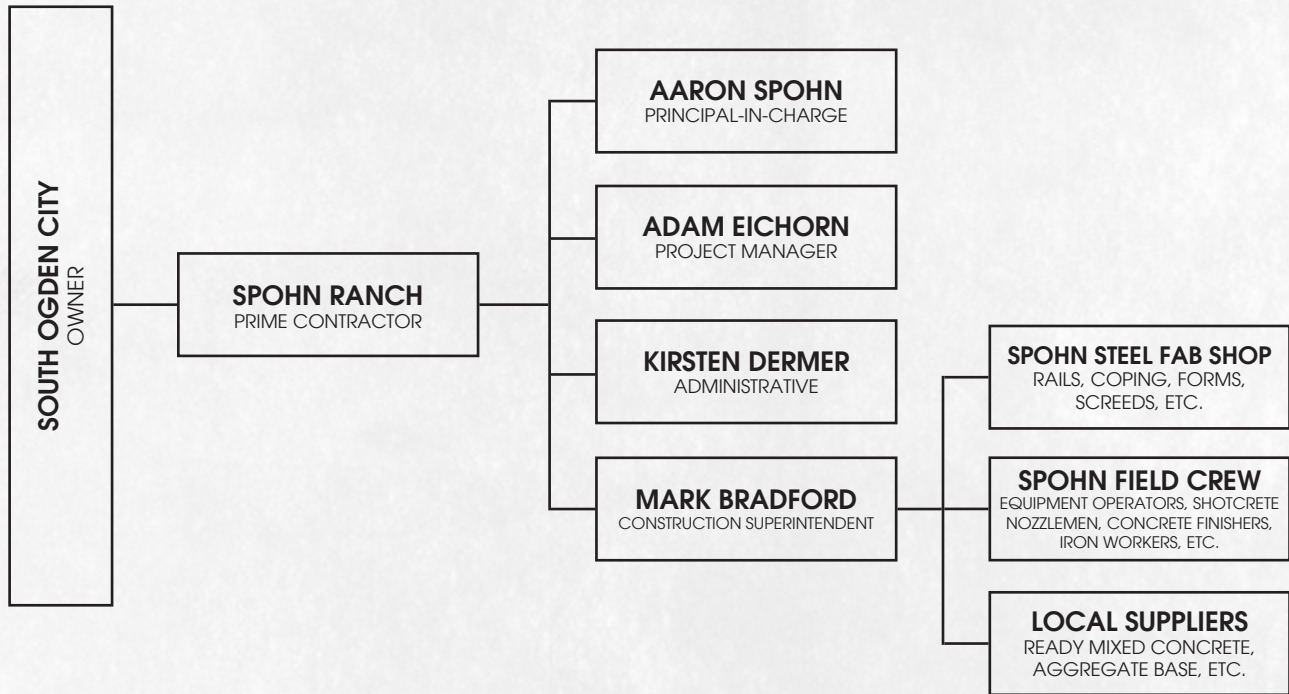
- Dianne Hoover, Recreation and Parks Director

04. PROJECT TEAM



05. PROJECT APPROACH





YOU'RE IN GOOD HANDS.

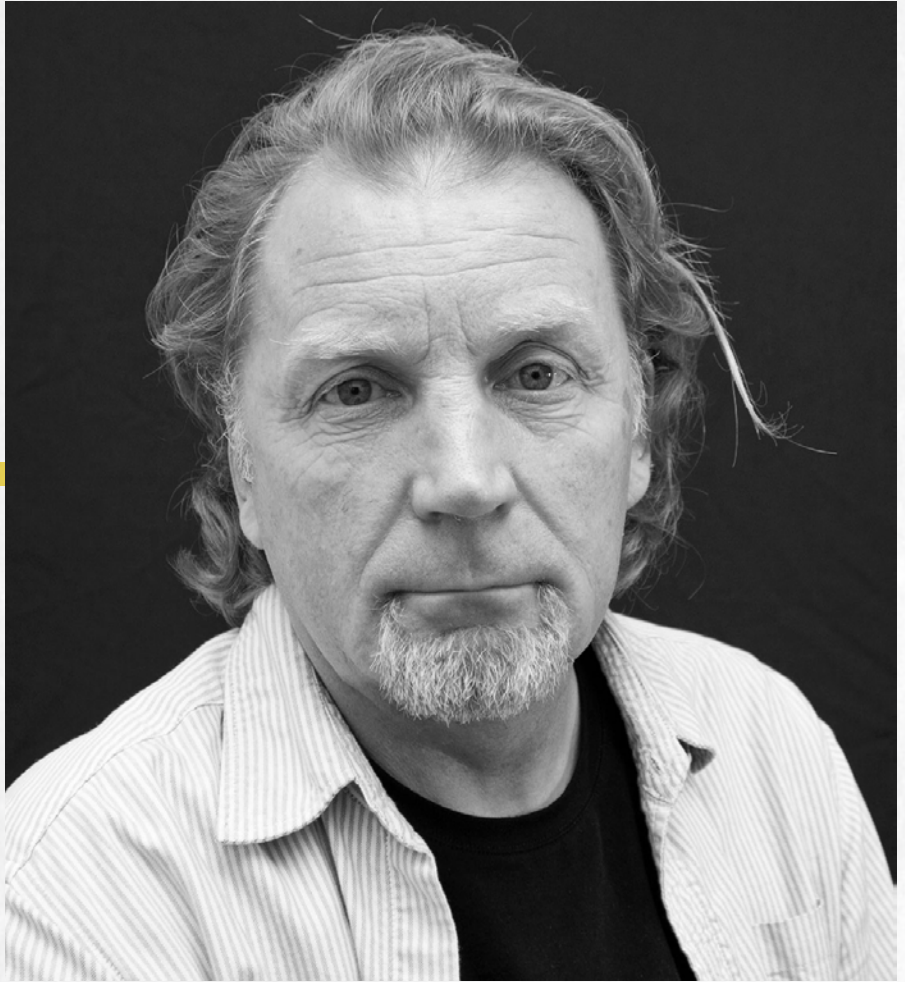
THERE ISN'T A BUILDING REQUIREMENT OR SITE CONSTRAINT
OUR TEAM OF SPECIALIZED EXPERTS HASN'T SEEN.
AND SOLVED.

AARON SPOHN

FOUNDER & PRESIDENT

SKILLS + EXPERTISE

SKATEPARK DESIGN/BUILD
CARPENTRY | CONCRETE
COMMUNITY ENGAGEMENT
MASTER-PLANNING | ASTM
SKATEPARK OPERATIONS
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT



PROJECT ROLE:

Principal-in-Charge

EDUCATION:

School of Hard Knocks

EXPERIENCE:

40+ years skateboarding
25+ years in skatepark industry

ACCREDITATIONS:

National Recreation & Park Association
California Park & Recreation Society

BACKGROUND:

Aaron is the embodiment of the entrepreneurial spirit. When he used a carpentry background to start Spohn Ranch in the early '90's, he had no back-up plan – he put everything he had behind his passion for wheel sports. That passion culminated in a backyard half-pipe that not only gave birth to a community, but eventually an award-winning skatepark design-build firm.

After Aaron helped launch skateparks into the mainstream when he partnered with ESPN to develop the X-Games, Spohn Ranch's backyard roots spread globally in the form of hundreds of cutting-edge creations.

From permanent skateable landscapes to innovative installations for high-profile events, Aaron and Spohn Ranch have played an invaluable role in the exponential development of wheel sports. Hailed by insiders as a pioneer of the modern municipal skatepark, Aaron has also spent considerable effort promoting the industry as a whole and sharing his extensive knowledge – leading the ASTM committee that created safety standards for public skateparks and lecturing at parks and recreation conferences across the country.

ADAM EICHORN

DEVELOPMENT ASSOCIATE

SKILLS + EXPERTISE

SKATEPARK DESIGN | AUTOCAD
LANDSCAPE ARCHITECTURE
SITE ANALYSIS | CONCRETE
COMMUNITY ENGAGEMENT
COST ESTIMATING | SCHEDULING
GOVERNMENT CONTRACTING
PROJECT MANAGEMENT



PROJECT ROLE:
Project Manager

EDUCATION:
School of Hard Knocks

EXPERIENCE:
30+ years skateboarding
3+ years in skatepark industry

AFFILIATIONS:
National Recreation & Park Association
Old Dude Skater Crew (ODSC)

BACKGROUND:

A Northern California native, Adam discovered skateboarding in the mid '80s and hasn't lost the fire since. In the early '00s, Adam moved to the suburbs of Chicago to pursue a career in kitchen/bath construction, acting as project manager and AutoCAD detailer for highrises across the Chicagoland area. In his free time, the self-proclaimed "skatepark nerd" and his children traveled across the Midwest in search of skateboarding terrain. Through these adventures, Adam connected with Spohn Ranch and officially joined the family in 2019 as a Development Associate – a true intersection of passion and profession. Today, Adam remains headquartered in Illinois, leaning on his construction expertise and love for skateboarding to skillfully guide Spohn Ranch's projects through the development process.

HIGHLIGHTED PROJECT LIST:

- 40th St. Skatepark - South Ogden, Utah
- Shasta Lake Skatepark - Shasta Lake, California
- Boyd Park Skatepark - Eau Claire, Wisconsin
- Washington Park Skatepark - Bountiful, Utah
- Logan Boulevard Skatepark - Chicago, Illinois
- South Haymarket Park Skatepark - Lincoln, Nebraska

MARK BRADFORD

VP OF CONSTRUCTION

SKILLS + EXPERTISE

LICENSED GENERAL CONTRACTOR
 ACI-CERTIFIED NOZZLEMAN | OSHA
 CONCRETE | GRADING & DRAINAGE
 HEAVY EQUIPMENT & MACHINERY
 STEEL FABRICATION | CARPENTRY
 ELECTRICAL | LANDSCAPING
 COST ESTIMATING | LOGISTICS



PROJECT ROLE:

Construction
 Superintendent

EDUCATION:

School of Hard Knocks

EXPERIENCE:

25+ years skateboarding
 20+ years in skatepark industry

ACCREDITATIONS:

American Concrete Institute
 American Shotcrete Association

BACKGROUND:

Mark is the most respected and in-demand construction superintendent in the skatepark industry. He has spent his entire adult life eating and breathing wheeled sports, developing an unparalleled breadth of experience. He's highly skilled in all facets of construction, from steel fab to mass grading, but is considered a concrete virtuoso with multiple certifications from the American Shotcrete Association and expert analysis featured in industry publications. Having personally executed hundreds of turnkey skatepark builds in 40+ states and 10+ countries, Mark intimately understands how to oversee construction and will settle for nothing less than his industry-defining standards.

HIGHLIGHTED PROJECT LIST:

- Pointe Meadow Park Skatepark - Lehi, Utah
- Unity Park Skatepark - Ivins, Utah
- North Ogden Skatepark - North Ogden, Utah
- Holladay Skatepark - Holladay, Utah
- Provo Skate Plaza - Provo, Utah
- Daybreak Skate Path - South Jordan, Utah

KIRSTEN DERMER

CEO & CFO

SKILLS + EXPERTISE

GOVERNMENT CONTRACTING
INTERSTATE COMMERCE
INSURANCE | BONDING
CERTIFIED PAYROLL | INVOICING
LICENSURE | HUMAN RESOURCES
SKATEPARK OPERATIONS
EVENT PRODUCTION | PERMITTING



PROJECT ROLE:
Administrative

EDUCATION:
Bachelor of Science,
University of California Los Angeles

EXPERIENCE:
20+ years in
skatepark industry

AFFILIATIONS:
Entrepreneurs Organization
(Los Angeles Chapter)

BACKGROUND:

Kirsten is Los Angeles born and raised. While attending Venice High in the early '90s she and her brother Mark befriended their new neighbor Aaron Spohn, joining him in his relentless pursuit of skating and building ramps at his house. It wasn't long before that house transformed into a community dubbed "Spohn Ranch". And with innate ambition and drive, it wasn't long before Kirsten transformed from one of Aaron's first employees into the CEO that would help Spohn Ranch evolve from a small family business into an award-winning, nationwide design-build firm. A counterweight to Aaron's free-spirit, Kirsten steered the ship through good times and bad, always keeping the company on course for success. Kirsten is truly the glue that holds the company together.

Intimately involved in the wheel sports industry for 20+ years, the breadth of Kirsten's experience is vast. In addition to earning a bachelor's degree in environmental science from UCLA, she has developed expertise in every facet of skatepark design, construction and operations – with a focus on executing all financial, legal and administrative matters. This ensures our designers and builders are freed up to do what they do best.

TASK 3.1 PRE-CONSTRUCTION MEETING

At the start of construction, Spohn Ranch's Construction Superintendent will meet with the Client and other project stakeholders on site to review the scope of work, schedule and points of coordination.

The Superintendent will also lead weekly on-site meetings with the Client to answer questions and provide progress updates.

Task 3.1 Deliverable:

- Meeting Agenda (PDF)
- Construction Schedule (PDF)
- Meeting Minutes (PDF)

TASK 3.2 SITE PREPARATION

Spohn Ranch's veteran construction team will prepare the site for construction, with the first step of establishing a safe and organized job site. A typical scope is as follows, but dependent on local project requirements:

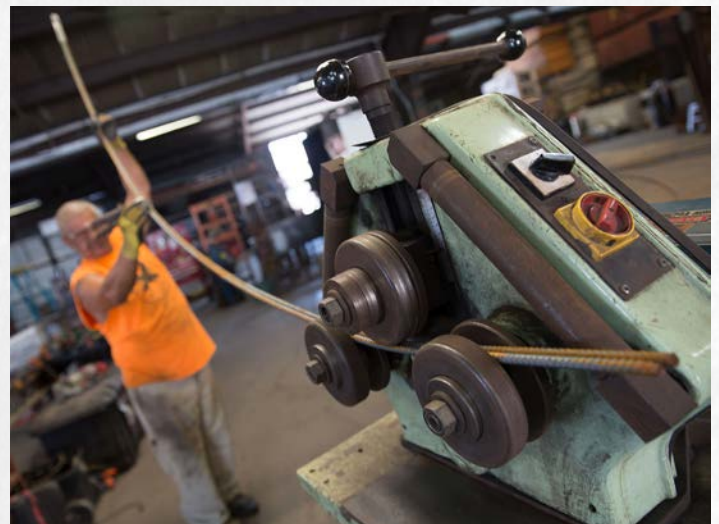
- Temporary security fencing
- Temporary BMP & erosion/sediment control measures
- Temporary dumpster & concrete wash-out
- Temporary restroom
- Stabilized construction entrance
- Temporary water & power hook-up
- Utility locates
- Site staking & layout



TASK 3.3 STEEL FABRICATION

Once construction permits are issued, certified welders and iron workers will begin fabricating the steel coping, grind rails and edge protection at Spohn Ranch's 25,000 square foot facility in City of Industry, California. The steel is then hot-dip galvanized or powder coated.

Spohn Ranch is the only skatepark builder that uses state-of-the-art CNC (Computer Numerical Control) technology to cut all screeds and forming lumber, ensuring the exact radii, angles and dimensions specified in the construction documents.





TASK 3.4 DRAINAGE & EARTHWORK

With the construction site established, Spohn Ranch will clear the site, then install utilities including the drainage system.

When trenches are backfilled and compacted and utility lines are stubbed out for future connections, Spohn Ranch will then contour the skateable terrain.

Spohn Ranch will coordinate compaction testing as necessary.

- Demolition, clearing and grubbing
- Rough grading
- Excavation
- Moisture-condition and compact subgrade
- Import/export fill material
- Fine grading
- Trenching
- Utility installation



TASK 3.5 FORMING, REBAR & STEEL INSTALL

With utilities and earthwork substantially complete, Spohn Ranch will prepare the skateable terrain for concrete by executing the installation of forms, reinforcing steel and steel coping, grind rails and edge protection. Spohn Ranch will coordinate inspections for forming and rebar as necessary.

TASK 3.6 PLACE CONCRETE/SHOTCRETE

Spohn Ranch's ACI-certified shotcrete nozzlemen will lead our team in shooting and placing concrete to bring the various sections of terrain to life. Our specialty concrete mix design will be refined as we develop a better understanding of the site's soil conditions and collaborate with a local ready mixed concrete plant. Spohn Ranch will coordinate concrete testing as necessary.

CARVING CORNERS. NOT CUTTING THEM.

TASK 3.7 DETAIL WORK, PUNCH LIST & CLEAN-UP

After a methodical concrete curing process, Spohn Ranch will execute the final detail work including landscaping, caulking and power-washing.

Upon substantial completion, Spohn Ranch will conduct a walkthrough with the City to identify final punch list items. When the final punch list items are addressed, we will clean up the site and de-mobilize. Lastly, we will lead an educational training session with the Client to review maintenance / inspection guidelines.

TASK 3.8 PROJECT CLOSE-OUT

Upon the Client issuing a substantial completion notice, Spohn Ranch will execute the final paperwork and submit project close out deliverables.

Task 3.8 Deliverable:

- Owner's Manual (PDF)
- Warranty (PDF)
- As-Built Drawings (PDF, AutoCAD & Hard Copy)



CELEBRATE WITH PRO SKATEBOARDERS

WE WILL TAP INTO OUR CONNECTIONS WITH PROFESSIONAL SKATEBOARDERS & INDUSTRY BRANDS TO GIVE SOUTH OGDEN YOUTH A **GRAND OPENING CELEBRATION** THEY'LL NEVER FORGET

As a Los Angeles based company, headquartered in the epicenter of the skateboard industry, Spohn Ranch has strong ties to skateboard brands and professional skateboarders. Coordinating with local partners, we'll tap into our industry network as we assist the Client in hosting a grand opening celebration – coordinating skateboard demonstrations, ribbon cutting, PA system, product giveaways, etc.



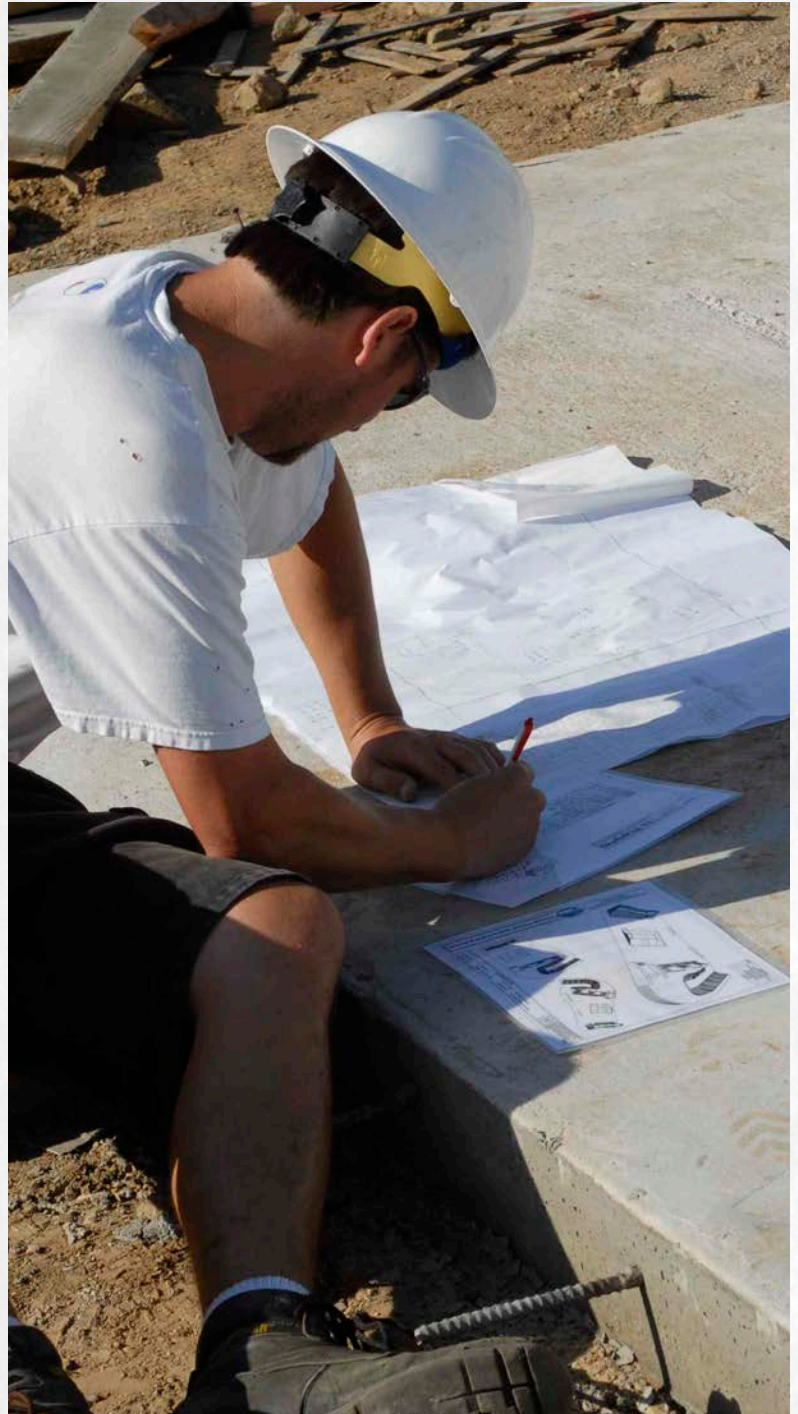
SUPPORT BEYOND THE GRAND OPENING

5 YEARS OF ANNUAL INSPECTIONS
AT NO ADDITIONAL COST

As our past clients can attest, our custom service is so exceptional because as skateboarders and wheel sports athletes ourselves, we are so passionate about our work. These aren't just projects and paychecks. We consider each Spohn Ranch skatepark a one-of-a-kind work of art. We develop an intimate understanding of the community and establish close relationships with local skateboarders and wheel sports athletes that extend far beyond the life of the contract.

Additionally, given Spohn Ranch's several active Utah projects, we are also including five years of annual inspections at no extra cost to the City.

As the City knows, skateboarding is a high-impact activity. Frequent and thorough check-ups will help minimize any potential safety or maintenance issues. Spohn Ranch will schedule site visits with City staff once every year for the next five years.



SPOHN RANCH + CLIENT

- **PROJECT CHECKLIST**
- **METICULOUS INFO GATHERING**
- **DEFINED TASKS + DELIVERABLES**
- **DROPBOX + TEAM GANTT**
- **REGULAR QC TESTING**
- **PUNCH LIST WALKTHROUGH**

SPOHN RANCH INTERNAL

- **CLEAR CHAIN OF COMMAND**
- **PRE-DESIGN MEETING**
- **DESIGN REVIEW MEETINGS**
- **CONSTRUCTION HANDOFF MEETING**
- **ONGOING FEEDBACK LOOP**
- **AFTER-ACTION MEETINGS**

Spohn Ranch projects are managed by seasoned experts with decades of experience navigating complex projects, leading interdisciplinary teams and using critical-thinking skills to address unique challenges.

As shown in our organization chart, a clear chain of command and division of responsibilities sets the stage for success and provides a safety net that guarantees information never slips through the cracks. At the start of the project we'll launch an online portal for the project accessible by project team members and Client staff. The portal will provide a server for all project files and include a project schedule that tracks progress and identifies key milestones.

Through the lens of three decades of skatepark construction experience, we engage in an exhaustive upfront planning process that ensures responsible design work and helps us avoid surprises down the road that cost both time and money. Then, prior to the construction phase, Spohn Ranch will submit our standard QC Master Plan for material testing. We'll cross reference it with the client's standards and refine it as necessary.



NOTICE AND AGENDA

SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING

TUESDAY, DECEMBER 19, 2023 – 6:00 P.M.

Notice is hereby given that the South Ogden City Community Development and Renewal Agency Board will hold a meeting on, Tuesday, December 19, 2023 beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the board may be joining the meeting electronically.

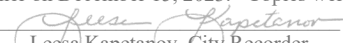
I. CALL TO ORDER – Chairman Russell Porter

II. CONSENT AGENDA
Approval of June 20, 2023 CDRA Minutes

III. DISCUSSION/ACTION ITEMS
Consideration of **CDRA Resolution 23-02** – Approving a Participation Agreement With Young Automotive

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 December 15, 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 48 hours in advance.



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

TUESDAY, JUNE 20, 2023 – 6:00 P.M.

COUNCIL CHAMBERS, CITY HALL

BOARD MEMBERS PRESENT

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

STAFF MEMBERS PRESENT

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

OTHERS PRESENT

No one else was present

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/CC230620_1811\(1\).mp3](https://files4.1.revize.com/southogden/document_center/Sound%20Files/2023/CC230620_1811(1).mp3)

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

Motion from council meeting to enter CDRA Board Meeting:

02:48:50

Council Member Smyth moved to recess into a Community Development and Renewal Agency Board meeting, followed by a second from Council Member Howard. The voice vote was unanimous in favor of the motion.

I. CALL TO ORDER

- Chair Porter called the meeting to order at 8:59 pm and moved to the consent agenda

II. CONSENT AGENDA

- A. Approval of December 6, 2022 CDRA Minutes**

- The chair asked if any corrections needed to be made to the minutes; seeing none, he called for a motion to approve the consent agenda

02:49:15

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

III. PUBLIC HEARING

To Receive and Consider Comments on the FY2024 CDRA Budget

- Chair Porter entertained a motion to enter into a public hearing for the reason stated

02:49:25

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

- There was no one in chambers to comment. The chair announced online comments would be allowed until 9:05 pm. He then called for a motion to close the public hearing and return to the CDRA Board meeting.

Board Member Smyth so moved. Board Member Orr seconded the motion. The voice vote was unanimous in favor of the motion.

02:50:15

IV. DISCUSSION/ACTION ITEMS

A. Consideration of CDRA Resolution 23-01 – Adopting the FY2024 CDRA Budget

- Staff overview 02:50:20
- Discussion/Questions 02:53:48
- Chair Porter called for a motion to approve CDRA Resolution 23-01

02:55:57

Board Member Smyth so moved. The motion was seconded by Board Member Howard. After determining there was no more discussion, the chair made a roll call vote:

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

CDRA Resolution 23-01 was adopted.

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91 **V. ADJOURN**

- 92 • The chair called for a motion to adjourn the CDRA Board Meeting
93 02:56:23
94

95 **Board Member Howard moved to adjourn the CDRA meeting and return to City Council meeting.**
96 **Board Member Strate seconded the motion. All present voted aye.**
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98 The meeting ended at 9:06 pm.
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128 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Community Development
129 and Renewal Agency Board Meeting held Tuesday, June 20, 2023.
130

131 
132 Leesa Kapetanov, City Recorder, Board Secretary

Date Approved by Board

CDRA Resolution No. 23-02

A RESOLUTION OF THE SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY AUTHORIZING A PARTICIPATION AGREEMENT FOR THE CITY CENTER CRA

WHEREAS, the South Ogden City Community Development and Renewal Agency (the “**Agency**”) is authorized to provide for project area development pursuant to Utah Code Ann. § 17C-1-101 et seq., the Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the “**Act**”); and

WHEREAS, the Agency is authorized to enter into agreements with property owners, governmental entities, private entities and others; and

WHEREAS, the Agency finds the participation agreement between the Agency and the developer (the “**Participation Agreement**”) to be in harmony with and consistent with the Plan for the Project Area and in the best interests of the Agency and South Ogden City.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY:

1. The Agency, having reviewed the matter, hereby approves the Participation Agreement attached hereto as **Exhibit A** and authorizes the Chair and Secretary to execute the Participation Agreement on behalf of the Agency upon execution of the Participation Agreement by the counterparty to the agreement.
2. The Participation Agreement is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair of the Agency in cooperation with Agency legal counsel, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein, so long as such changes are keeping with the intent and purpose of the Participation Agreement.
3. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED on the 19th day of December, 2023.

Russell L. Porter, Chair
*South Ogden City Community Development
and Renewal Agency*

Attest:

Leesa Kapetanov, Secretary

EXHIBIT A
Participation Agreement

CDRA Resolution No. 23-02

A Resolution Of The South Ogden City Community Development And
Renewal Agency Authorizing A Participation Agreement For The City Center
CRA

**PARTICIPATION AGREEMENT by and between the SOUTH OGDEN
CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and
YOUNG SUBARU CO. for the SOUTH OGDEN CITY CENTER
COMMUNITY REINVESTMENT PROJECT AREA**

This Participation Agreement (the “**Agreement**”) is made and entered into as of this _____ day of _____, 2023 (the “**Effective Date**”), by and among the SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (the “**Agency**”), a political subdivision of the State of Utah operating under the Utah Community Reinvestment Agency Act (the “**Act**”; § 17C-1-101 *et seq.*, or its predecessor statutes), and YOUNG SUBARU CO., a Utah corporation (“**Participant**”). Participant and the Agency may from time to time hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. SUBJECT OF AGREEMENT

1.1. Purpose of the Agreement

The purpose of this Participation Agreement (the “**Agreement**”) is to carry out in part the Project Area Plan (the “**Plan**”) for the South Ogden City Center Community Reinvestment Project Area (the “**Project Area**”) by providing for incentives to entice Participant to develop an automotive sales and service dealership in the Project Area (the “**Project**”), and to specify the terms and conditions pursuant to which the Agency and Participant will cooperate in bringing about such development, including funds the Agency will provide to assist in Participant’s development of the Project, which will benefit the Project Area and the City as a whole. A conceptual development plan for the Project is attached as **Exhibit A**.

1.2. Agreement in the Best Interests of the City and Residents

This Agreement is in the vital and best interests of South Ogden City, Utah (the “**City**”), and the health, safety and welfare of its residents, and in accord with public purposes. This Agreement is carried out pursuant to the Act.

1.3. The Project Area

The Project Area is located within the boundaries of the City. The exact boundaries of the Project Area are specifically and legally described in the Plan.

1.4. Description of the Site

The site of the Project is located within the Project Area on parcels consisting of approximately 6.89 total acres (the “**Site**”) that are owned by Participant. The Site is shown in detail on the site map, attached hereto as **Exhibit B**. The Site is only a portion of the Project Area. The Site is currently identified as Weber County Parcel Nos: 051360050, 051360034, 051360048, 051360047, 051360033, 051360032, 051330025, 051330024, 051330023, 051330022, 051360015, 051360031, 051360028, 051360056, 051360024, 051360023, 051360022, 051360021, 051360020, 051360019, 051360018, 051360055, 051280022.

1.5. Interlocal Agreements

Subject to the terms of the interlocal agreements with South Ogden City, Weber County, and the Central Weber Sewer Improvement District (attached hereto as **Exhibits C, D, and E**, respectively) (together, the “**Interlocal Agreements**”), the Agency is entitled to receive, for a period of up to 20 years (the “**Tax Increment Term**”), a portion of the tax increment generated by the development within the Site (the “**Agency Share**”). Participant shall have no claim to interest earned by the Agency on any portion of the Agency Share. For clarity, the Agency Share consists of only those funds that are generated by taxes paid on development within the Site that are received by the Agency pursuant to the Interlocal Agreements; the Agency Share does not include any funds received by the Agency pursuant to the Interlocal Agreements due to development outside of the Site, funds currently held by the Agency, or funds received by the Agency from any other sources. The amount of Agency Share generated by the Site shall be calculated as shown on **Exhibit F**.

1.5.1. Commencement of Tax Increment Term

The Interlocal Agreements allow the Agency to begin (or “trigger”) collecting the Agency Share beginning on January 1 of 2022 or 2023 to receive tax increment for the full Tax Increment Term. The Agency triggered collection of the Agency Share beginning January 1, 2022.

1.6. Description of the Project

Participant shall develop the Project within the Site. Participant agrees that its total construction and improvements in the Site shall be no less than THIRTY-NINE MILLION DOLLARS (\$39,000,000) (the “**Investment**”). A portion of the Investment will be used to construct certain site improvements listed on **Exhibit G** (the “**Site Improvements**”). Nothing in this Agreement shall be construed to require the Participant to proceed with the construction of or any other implementation of the Project or any portion thereof. The Agency hereby acknowledges that Participant may develop the Project in such order and at such rate and times as Participant deems appropriate within the exercise of its sole and absolute discretion. The Agency acknowledges that this right is consistent with the intent, purpose, and understanding of the Parties. Participant acknowledges that failure to develop the Project prior to the various performance deadlines described in this Agreement will cause Participant to be ineligible to receive the Incentive.

1.7. The Incentive

1.7.1. Definitions

- a. “**Commencement Date**” means December 31 of the year in which Participant achieves substantial completion of construction of the Project and receives a certificate of occupancy from South Ogden City for the operation of an automotive sales and service dealership within the Site.
- b. “**Incentive**” means an annual payment from the Agency in an amount equal to eighty percent (80%) of the amount of the Agency Share, for a period of up to eighteen

(18) consecutive tax years, or until the total incentive payout reaches \$2,000,000.00 - whichever occurs first; beginning with the first full tax year after the Commencement Date and ending no later than December 31, 2042.

c. “**Taxes**” means the real and personal property taxes paid by Participant on the Site.

1.7.2. Agreement to Pay Incentive

The Agency agrees to pay Participant the Incentive for each of the eighteen (18) years following the Commencement Date but in no case for any period beyond December 31, 2042, subject to compliance with the terms and conditions of this Agreement.

1.8. Parties to the Agreement

1.8.1. The Agency

The address of the Agency for purposes of this Agreement is:

South Ogden City Community Development and Renewal Agency
3950 S. Adams Ave.
South Ogden, Utah 84403
Attention: South Ogden City Manager
Email: mdixon@southogdencity.gov

With a copy to:

Johnson, Patterson & Yellowhorse
Attn: Eric Johnson
P.O. Box 831
Pleasant Grove, UT 84062
Email: eric@publicprivatelaw.com

1.8.2. The Participant

Participant’s address for purposes of this Agreement is:

Young Subaru Co.
Attn: Spencer W. Young II
613 W 500 N
Layton, UT 84041
Email: spencer.youngjr@youngauto.net

With a copy to:

Young Subaru Co.
Attn: Nicholas Hart
613 W 500 N

Layton, UT 84041
Email: nick.hart@youngauto.net

1.9. Prohibition against Certain Changes

1.9.1. Representation by Agency

Agency represents that the qualifications and identity of Participant are of particular concern, and that in reliance on Participant's qualifications and identity the Agency is entering into this Agreement. Accordingly, the transfer restrictions of this Section 1.10 represent a material inducement for Agency to enter into this Agreement.

1.9.2. Representation as to Development Intent

Participant represents and agrees that its Investment in and use of the Project, and Participant's other undertakings reflected in this Agreement are and shall only be for the purpose of Participant's development of the Project and not for speculation in land holding or otherwise.

1.9.3. Assignment or Transfer of Agreement

Participant represents and agrees for itself and its successors and assigns that Participant will not assign or transfer or attempt to assign or transfer all or any part of this Agreement, or any rights herein or obligations hereunder, during the term of this Agreement except as explicitly allowed herein or as agreed to in a writing signed by the Parties.

The foregoing notwithstanding, Participant may transfer its rights and obligations under this Agreement in connection with (a) the sale, exchange, issuance or redemption of a controlling interest in the Participant; (b) transfers of interests in either the Project, the Participant or this Agreement to persons or entities that, after the transfer, are under common control with or controlled by the Participant; (c) changes in the organizational form of the Participant; (d) a sale and leaseback or similar financing transaction of the Project; or (e) the granting of encumbrances, easements, covenants, conditions, restrictions or other similar rights or obligations in the Project; in each case without the Agency's prior written approval during the term of this Agreement; provided, however, that Participant must provide notice of the intended transfer to the Agency at least 60 days in advance of the actual transfer.

The attempted or actual assignment or delegation of this Agreement in violation of the above provisions is a material Default that shall be subject to the provisions of Article 5 of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, Participant's granting, pledging or otherwise transferring an interest in this Agreement, the payment of the Incentive as contemplated by this Agreement, the Project, or the Site or any portion thereof as collateral or security in connection with a financing transaction shall not constitute an assignment or transfer and shall not otherwise require the consent of the Agency.

1.9.4. Conveyance of Site Prior to Completion of Construction

Prior to substantial completion of construction of the Project, Participant shall not sell, transfer, directly or indirectly, any Interest in the Site, except as set forth in Section 1.9.3. If, prior to substantial completion of construction of the Project, any Interest in the Site is sold or transferred, Participant shall be deemed to have breached this Agreement, and the Agency City shall be relieved of any and all remaining obligations under this Agreement from the date of sale or transfer. For this purpose, "Interest in the Site" means any legal or beneficial interest in the Site, including but not limited to, those beneficial interests transferred in a deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Participant at a future date to a purchaser.

1.9.5. Conveyance of Site After Completion of Construction

With any sale or transfer of the Site, Participant shall, with the consent of Agency, assign this Agreement to the purchaser of the Site or any undivided interest therein, on condition that: (a) such assignment shall only be permitted in connection with the sale of the Site, (b) Participant shall not be in default hereunder beyond any applicable notice or cure period, and (c) the form of the assignment shall both assign the rights and require the transferee to assume the responsibilities under this Agreement.

1.9.6. Transfer to Tax-Exempt Organization

Notwithstanding anything in this Agreement to the contrary, any attempt by Participant or its Agency-approved transferee or assignee to transfer any of the real or personal property within the Site to a tax-exempt organization or otherwise to exempt any of the taxable property within the Site from *ad valorem* property taxation without the prior written consent of the Agency will entitle the Agency, at its sole discretion, to immediately and without prior notice terminate this Agreement, cease further payments under this Agreement to Participant or its successors or assigns, and seek remedies, pursuant to Subsection 5.3.1., including repayment of all amounts paid to Participant under this Agreement. If an Interest in the Site is sold or transferred to a third-party unaffiliated with Participant, the subsequent sale or transfer of that Interest in the Site to a tax-exempt entity is not subject to the restrictions set forth in this Subsection 1.10.6.

1.9.7. Continuing Obligations

A permitted assignment of this Agreement that is associated with the conveyance of a partial Interest in the Site shall not relieve Participant from any and all obligations under this Agreement unless specifically agreed to in writing by the Agency. Except as otherwise provided herein, all of the terms, covenants, and conditions of this Agreement are and will remain binding upon Participant and its Agency-approved transferee or assignee until the expiration or termination of this Agreement.

1.9.8. Foreclosure

The transfer of the Site or any portion thereof pursuant to a foreclosure, judicial sale, or similar action, or under threat of such action, shall constitute a Default under this Agreement.

2. OBLIGATIONS OF THE PARTIES

2.1. Payment of Incentive

2.1.1. Payment Obligation

So long as Participant fulfills all of its obligations under this Agreement, the Agency will pay to Participant the Incentive. The Incentive for any given year shall not exceed eighty percent (80%) of the total amount of the Agency Share generated for that year and the cumulative amount of the Incentive paid to Participant shall not exceed \$2,000,000.00 (the “**Incentive Cap**”), although the total Incentive may be less than the Incentive Cap. The Agency shall make the payment to Participant representing the Incentive for the preceding year within sixty (60) days after the date on which all of the conditions precedent as described in Section 2.3 are met. Notwithstanding the foregoing, the Agency, in its sole discretion, may delay the final payment of the Incentive until all deadlines to contest or appeal the assessed value of taxable property within the Site have passed; in the event of such a decision by the Agency, the final Incentive payment shall be made no later than sixty (60) days after such deadlines have passed.

2.2. Sole Source of Funding for the Incentive

The entirety of Participant’s Incentive contemplated in this Agreement will be funded solely by the Agency Share received by the Agency pursuant to the Interlocal Agreements generated solely by the Site. Participant is not, and shall not be, entitled to any other funds collected by the Agency for the Project Area or any other funds held by the Agency.

2.3. Conditions Precedent to the Payment of the Incentive to Participant

In addition to other provisions in this Agreement, the Agency has no obligation to remit to Participant the Incentive unless and until all the following conditions precedent (each a “**Condition Precedent**” and together “**Conditions Precedent**”), as detailed in the following subsections, are satisfied:

2.3.1. Agency is Entitled to Receive the Agency Share

The Agency is not obligated to pay to Participant the Incentive unless the Agency is legally entitled to receive the Agency Share pursuant to the Interlocal Agreements. The Agency agrees not to amend the Interlocal Agreements in a way that would reduce, or would potentially reduce, the Agency Share available to pay the Incentive without the prior written consent of Participant.

2.3.2. Agency has Actually Received the Agency Share Payment

The Agency is obligated to pay to Participant the Incentive only to the extent the Agency has actually received the Agency Share payment(s) from the entity charged with collecting property taxes for the particular calendar year.

2.3.3. Operation of Project

The Agency is not obligated to pay to Participant the Incentive unless Participant has commenced operation of the Project as described in Section 2.12 and has continuously operated the Project as described in Section 2.13.

2.3.4. Payment of Taxes

Participant shall not receive any payments (including payments representing the Incentive) from the Agency for any period until the Agency has received documentation from Participant that all Taxes applicable to the Site have been paid by Participant. Notwithstanding the foregoing, Participant may at its cost petition the Weber County Board of Equalization to have the assessed valuation of the Site reduced; if Participant does initiate any such proceedings, it shall promptly notify the Agency in writing. Participant acknowledges that any reduction in assessed value of the Site will result in a corresponding reduction in the amount of the Incentive. If Participant's petition to contest the assessed valuation of the Site has not been resolved by the payment deadline for the Taxes, Participant shall pay the full assessment by that deadline. Upon the final determination of any proceeding or contest: (a) if the determination results in Participant owing additional Taxes, Participant shall immediately pay the Taxes due, together with all costs, charges, interest, and penalties incidental to the proceedings; and (b) if the determination results in Participant owing a lesser amount of Taxes than already paid, then Participant shall promptly notify the Agency, which shall adjust the amount of the Incentive for that year.

2.3.5. Request for Incentive

The Agency is not obligated to pay the Incentive to Participant unless Participant has made a timely Request for Payment in writing pursuant to Section 2.5 for the year for which payment of the Incentive is sought.

2.4. Effect of Failure to Meet Conditions Precedent to Payment of Incentive

In the event that the conditions precedent as described in Section 2.3 are not fully met by March 31 of the year following the year for which the Incentive is sought, and the Participant is thus not entitled to receive the Incentive attributable to that tax year, but is otherwise not in default under this Agreement, such failure shall not be a breach of this Agreement. Such failure shall result in the forfeiture by Participant of the Incentive for that particular year. Except as explicitly allowed herein, in no event will the Participant be subject to a clawback or repayment of any portion of the Incentive that has already been paid to the Participant, unless such repayment is necessary to correct for an administrative or clerical error that resulted in an overpayment to the Participant.

2.5. Request for Payment

Participant shall submit in writing a request for payment to the Agency by March 31 of the year following the year for which the Incentive is being sought (the "**Request for Payment**"). Each Request for Payment shall be in substantially the form attached hereto as **Exhibit H** and shall include, at a minimum, the information listed in **Exhibit H**. In the event that the Agency determines that a Request for Payment is incomplete or otherwise deficient, the Agency shall

notify Participant within thirty (30) days of the Agency's receipt of the Request for Payment. A deficient Request for Payment that is submitted by the date established in this section shall be treated as timely so long as Participant provides an updated Request for Payment within fifteen (15) days of receiving notice of the deficiency from the Agency.

2.6. Payment of Taxes

During the term of this Agreement, to the extent applicable, Participant and any of its successors-in-title to any portion of the Site agree to timely pay, prior to delinquency, all Taxes assessed against the Site to the extent owned by Participant or any successors-in-title; provided, however, that Participant expressly retains any and all rights to: (a) challenge, object to, or appeal any real property or personal property and other *ad valorem* taxes and assessments; and (b) petition for the reduction thereof.

2.7. Reduction or Elimination of Incentive

The Parties agree that Participant assumes and accepts the risk of possible alteration of federal or state statute, regulation, or adjudication rendering unlawful or impractical the collection, receipt, disbursement, or application of the Incentive as contemplated in and by this Agreement. If the provisions of Utah law which govern the payment of the Incentive are changed or amended so as to reduce or eliminate the amount paid to the Agency under the Interlocal Agreements, the Agency's obligation to pay Participant the Incentive, as applicable, will be proportionately reduced or eliminated, but only to the extent necessary to comply with the changes in such law. Participant agrees and acknowledges that it has made such investigations as necessary and assumes all risk as to whether the Project Area, the Plan, the Budget, and the Interlocal Agreements were properly approved, adopted, and made effective. Notwithstanding any change in law, Participant specifically reserves and does not waive any right it may have to challenge, at Participant's sole cost and expense, the constitutionality of any law change(s) that would reduce or eliminate the payment of the Incentive to Participant and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of the Incentive to Participant. Participant acknowledges, understands, and agrees that the Agency is under no obligation to challenge the validity, enforceability, or constitutionality of a change in law that reduces or eliminates the payment of Incentive to Participant, or to otherwise indemnify or reimburse Participant for its actions to independently do so; provided, the Agency will not oppose the Participant, if Participant challenges a change in the law that reduces or eliminates the payment of the Agency Share to the Agency.

2.8. Declaration of Invalidity

In the event any legal action is filed in a court of competent jurisdiction that seeks to invalidate the Project Area, the Plan, or this Agreement or that otherwise seeks to or would have the possible result of reducing or eliminating the payment of the Incentive to Participant, the Agency shall provide written notice of such legal action to Participant. In the event such an action is filed, the Agency shall have no obligation to challenge that action or defend itself against such action but agrees not to enter into any settlement, consent, decree, or other resolution without first providing Participant a reasonable opportunity to intervene and defend its rights and privileges provided under this Agreement. If requested by Participant, the Agency may, at its sole discretion, take

such actions as may be reasonably required to defend such legal action and to address the grounds for any causes of action that could result in the reduction or elimination of the Incentive. Participant specifically reserves and does not waive any right it may have to intervene, at Participant's cost and expense, in any such legal action and challenge the basis for any causes of action or any remedy sought that would reduce or eliminate the payment of the Incentive to Participant, and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of the Incentive to Participant. In the event that the court declares that the Agency cannot pay the Incentive, invalidates the Project Area or the Plan, the Interlocal Agreements, or this Agreement, or takes any other action which eliminates or reduces the amount of Incentive, and the grounds for the legal determination cannot reasonably be addressed by the Agency, the Agency's obligation to pay to Participant the Incentive in accordance with this Agreement will be reduced or eliminated to the extent required by law. The Participant at its sole and exclusive discretion may, without penalty, terminate this Agreement and all resulting obligations for the Parties if any court invalidates the Participant's right to receive the Incentive pursuant to this Agreement.

2.9. Dispute over Receipt of Payment of the Incentive

In the event a dispute arises as to the amount, person or entity entitled to receive the Incentive under this Agreement due to a claimed assignment of this Agreement by Participant or claimed successor-in-interest to this Agreement and successor-in-title to the Project, the Agency may withhold payment of the Incentive and may refrain from taking any other action required of it by this Agreement until the dispute is resolved either by agreement or by a court of competent jurisdiction and sufficient evidence of such resolution is provided to the Agency. The Agency shall be entitled to deduct from its payment of the Incentive any costs or expenses, including reasonable attorney fees, reasonably incurred by the Agency due to the dispute.

2.10. Nature of Participant's Obligations and Limitation

The Agency shall have no right to compel Participant to install any necessary improvements or otherwise develop or construct the Project.

2.11. Development and Operation of the Project

From and after substantial completion of construction of the Project, Participant shall continuously Operate the Project on the Site as an automotive sales and service dealership for the full Term of this Agreement. For purposes of this Agreement, "**Operated**", "**Operate**", "**Operational**", or "**Operations**" of the Project shall mean when the following conditions are satisfied: (1) Participant has purchased and consolidated the parcels of land described in Section 1.4 of this agreement; (2) Participant has constructed an automotive sales and service dealership within the Site as contemplated by this agreement; (3) Participant opens the automotive sales and service dealership; and (4) Participant continuously uses commercially reasonable efforts to develop the Project and conduct business as an automotive sales and service dealership. For purposes of this Section, Participant shall be deemed to have continuously Operated the Project if the foregoing standards are met or exceeded, notwithstanding temporary cessation of Operations for inspection, maintenance, repair, replacement, and/or events of *force majeure* or destruction.

2.12. Commencement of Operations

Operations of the Project as described in Section 2.11 shall begin no later than September 1, 2024. If Participant fails to commence Operations of the Project as required by this Section for any reason other than events of *force majeure*, the Agency shall have the right to terminate this Agreement upon written notice to Participant, subject, however, to any notice and cure periods set forth in Article 5.

2.13. Continuing Operations

After Operations of the Project have commenced, Operations of the Project shall continue throughout the term of this Agreement as set forth in Article 4. For purposes of this Section, the Project shall be considered to be in Operation if the Project is Operating as described in Section 2.11 of this Agreement.

2.14. Cessation of Operations

If after September 1, 2024, Participant ceases to Operate the Project for any reason other than events of *force majeure* or destruction (“**Cessation**”), such Cessation shall be a default subject to the provisions of Article 5.

2.15. Funding Responsibility

The Parties understand and agree that funding for the Investment comes entirely from Participant’s internal capital or from financing obtained by Participant. The Agency shall not be liable or responsible for providing, obtaining, or guaranteeing such financing.

3. ADDITIONAL TERMS

3.1. Investment

Participant will at all times be responsible for its Investment in the Project Area. Recognizing the level of Investment by Participant, the Agency has determined that it is in the best interests of the residents of the City to provide the Incentive to Participant as an incentive to develop the Project and undertake the continued Operation requirements as contemplated in this Agreement.

3.2. Responsibility for Development Plans and Permits

The Agency shall not have any responsibility to obtain permits, licenses, or other approvals for any development within or relating to the Project Area, provided, however, Agency will reasonably cooperate in providing any consents or acknowledgments as may be required to obtain the same.

3.3. Other Terms

3.3.1. City Land Use Authority

Participant acknowledges that nothing in this Agreement shall be deemed to supersede, waive, or replace the City's authority over land use, zoning, and permitting within the City.

3.3.2. Restriction Against Parcel Splitting

During the Term, Participant shall not, without the prior written approval of the Agency subdivide the Site or consolidate the Site with other real property in such a way that any portion thereof would extend outside of the boundaries of the Project Area. Participant understands and acknowledges that these requirements are intended to avoid the creation by the Weber County Assessor of tax identification parcels that extend beyond the boundaries of the Project Area.

3.3.3. Deannexation

Participant agrees that it will not vote or petition to remove, deannex, disconnect, or disincorporate the Project Area or any portion thereof from the City during the Term of this Agreement. In the event that the Site or a portion thereof is disconnected, deannexed, disincorporated, or otherwise removed from the municipal boundaries of the City, the Agency's obligations to pay the Incentive shall immediately cease. Further, Participant shall not seek to nor support any legislation that would (i) restrict or eliminate the City's land use authority over any portion of the Project Area or (ii) allow for any portion of the funds that comprise Agency Share to be paid to any other person or entity.

3.3.4. Limits on Liability

In no event shall one Party be liable to the other(s) for consequential, special, incidental, indirect, exemplary, or punitive damages of any kind (including, but not limited to, loss of profits, loss of reputation, or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship or dealings between Participant and the Agency, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), willful misconduct, strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise.

3.3.5. Local, State, and Federal Laws

Each Party shall act in conformity with all applicable laws; provided, however, that unless otherwise addressed elsewhere in this Agreement, nothing herein shall limit the right of Participant to properly challenge any such law or the applicability of such law.

3.3.6. Rights of Access

Representatives of the Agency shall have the right of reasonable access to the Site for purposes of inspecting Participant's compliance with this Agreement, with reasonable and prior written notice

(but in no event less than 24 hours prior), and without charges or fees, during normal business hours or as otherwise agreed to in writing by Participant, subject, however, to the rules, regulations, security protocols and other access limitations for safety and security purposes as required by Participant.

3.3.7. Responsibility of the Agency

The Agency shall not have any obligation under this Agreement other than those specifically provided for herein. Except as expressly provided for in this Agreement, nothing herein shall be construed as requiring the Agency to pre-approve or prejudge any matter, or as otherwise binding the Agency's discretion or judgment on any issue prior to an appropriate hearing (if required), review, or compliance with any other requirement.

3.3.8. Non-waiver of Governmental Immunity

Nothing in this Agreement shall be construed as a waiver of any immunity, protection, or rights granted to the Agency under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et seq.*

4. EFFECT AND DURATION OF COVENANTS; TERM OF AGREEMENT

The covenants, including but not limited to conformance with federal, local, and state laws, established in this Agreement shall, without regard to technical classification and designation, be binding on the Parties and any successors-in-interest during the term of this Agreement, which shall terminate on the date that is 180 days after the final payment is made to Participant pursuant to this Agreement, unless earlier terminated by written agreement of the Parties or pursuant to the terms of Article 5 (the "**Term**"); provided, the Parties shall continue to have the right to seek to enforce, or commence proceeding to enforce, the obligations of the other Party that arose prior to the termination of this Agreement. All of the rights and benefits associated with this Agreement shall only inure to the benefit of the Participant and any Agency-approved transferee or assignee.

5. DEFAULTS, REMEDIES, AND TERMINATION

5.1. Default

If either the Agency or Participant fails to perform or delays performance of any material obligation of this Agreement and fails to cure as provided for in this Article 5, such conduct constitutes a default of this Agreement ("**Default**"). The Party in default must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 5.3 hereof.

5.2. Notice

If a Default under this Agreement occurs, the non-defaulting Party shall give written notice (a "**Default Notice**") of the Default to the defaulting Party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-

defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.3. Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within thirty (30) days. If the Default is not cured, or commenced to be cured if such default is of a nature which cannot be cured within thirty (30) days, by such Party within thirty (30) days of delivery of the Default Notice, such failure to cure shall be an Event of Default (“**Event of Default**”), and the non-defaulting Party may pursue such other rights and remedies as it may have, except, however, if Participant fails to commence or continue Operations as required by Sections 2.12 and 2.13, above, then in such case Agency shall be entitled to, as its sole remedy, immediately terminate this Agreement (for clarity, Agency may not commence an action against Participant for specific performance to commence or continue Operations). Further, in Event of Default by Participant, Agency’s sole remedy shall be to terminate this Agreement upon payment of any amounts that may be due from Participant to the Agency under this Agreement.

5.3.1. Rights and Remedies

Upon the occurrence of an Event of Default, the non-defaulting Party shall have all remedies provided for in this Agreement and shall have the right to obtain specific performance, unless otherwise limited by the express remedies set forth in this Agreement. Such remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same Default or any other Default by the defaulting Party.

Notwithstanding to foregoing, the Agency shall not have to right to compel, through a remedy of specific performance or otherwise, the Participant to make any investment within the Project Area or to Operate the Project as contemplated by this Agreement.

5.3.2. Legal Actions

5.3.2.1. Venue

All legal actions between the Parties, arising under this Agreement, shall be conducted exclusively in the Second District Court for the State of Utah located in Weber County, Utah, unless they involve a case with federal jurisdiction, in which case they shall be conducted exclusively in the Federal District Court for the District of Utah.

5.3.2.2. Service of Process

Service of process on the Agency shall be made by personal service upon the Chairman or Executive Director of the Agency or in such other manner as may be provided by law. Service of process on Participant shall be by personal service upon its Registered Agent, or in such other manner as may be provided by law, whether made within or without the State of Utah.

5.3.2.3. Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

6. GENERAL PROVISIONS

6.1. Authority

Each Party hereby represents and warrants to the other that the following statements are true, complete, and not misleading as regards to the representing and warranting party: (a) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (b) those executing this Agreement on behalf of each Party do so with the full authority of the Party each represents; (c) this Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms, subject to: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally; and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity.

6.2. Notices, Demands, and Communications between the Parties

Formal notices, demands, and communications between the Agency and Participant shall be sufficiently given if emailed and: (1) personally delivered; or (2) if dispatched by registered or certified mail, postage prepaid, return-receipt requested, to the principal offices of the Agency and Participant, as designated in Sections 1.9.1 and 1.9.2 hereof. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder. Delivery of notice shall be complete upon making physical delivery or five days after mailing of the writing containing the notice.

6.3. Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant, or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

6.4. Nonliability of Officials and Employees

No director, officer, agent, employee, representative, contractor, attorney, or consultant of the Parties hereto shall be personally liable to any other Party hereto, or any successor-in-interest thereof, in the event of any Default or breach by a Party hereto or for any amount which may become due to a Party hereto or to its successor, or on any obligations under the terms of this Agreement.

6.5. Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where a “force majeure” event has occurred, which shall mean and include delays or defaults due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, terrorist activity, pandemics, quarantine restrictions, freight embargoes, lack of transportation, unusually severe weather, or any other causes beyond the reasonable control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent, whether on the part of the Agency’s Executive Director or its governing board or on the part of Participant, to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and Participant by mutual agreement.

6.6. Approvals

Whenever the consent or approval is required of any Party hereunder, except as otherwise herein specifically provided, such consent or approval shall not be unreasonably withheld or delayed.

6.7. Time of the Essence

Time shall be of the essence in the performance of this Agreement.

6.8. Attorney Fees

In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees related to such litigation.

6.9. Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall be construed as creating the relationship of principal and agent, or a partnership, or a joint venture, or an enterprise between the Parties hereto.

6.10. No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create for either Party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any benefits hereunder accrue to any third party.

6.11. Headings

Article and Section titles, headings or captions are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

6.12. Contra Proferentum

This is an arm's-length Agreement: The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and the risks involved and having had the opportunity to obtain legal counsel of their choice. Consequently, no provision of this Agreement shall be strictly construed against either Party.

6.13. Further Assurances

The Parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

6.14. Incorporation of Recitals and Exhibits

All recitals and exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

7. DUPLICATION, INTEGRATION, WAIVERS, AND AMENDMENTS

7.1. Duplicate Originals

This Agreement may be executed in duplicate originals, each of which shall be deemed an original. Email transmission of pdf-format signatures shall be considered original signatures and pdf-format scans of original documents shall be treated as original documents.

7.2. Integration

This Agreement (including its exhibits) constitutes the entire understanding and agreement of the Parties regarding the subject matter thereof. When executed by the Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter thereof.

7.3. Waivers and Amendments

All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement between Participant and the Agency.

[Remainder of page intentionally left blank; signature pages to follow]

“Agency”

**SOUTH OGDEN CITY COMMUNITY
DEVELOPMENT AND RENEWAL
AGENCY**

By: _____
Russell L. Porter, Chair

Attest:

By: _____
Leesa Kapetanov, Secretary

“Participant”

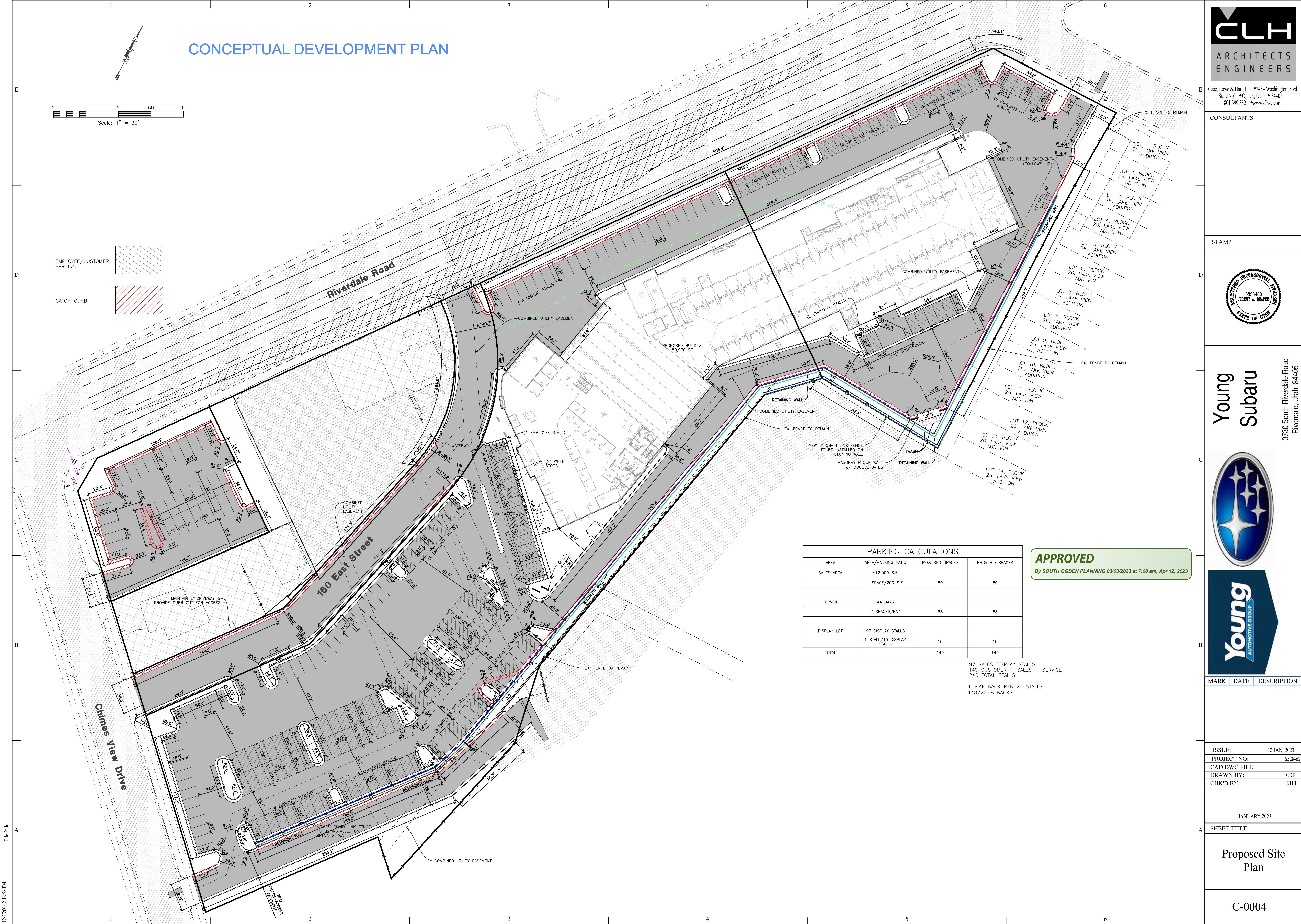
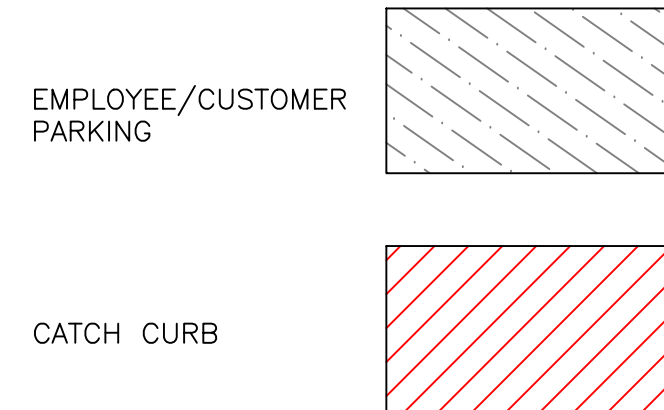
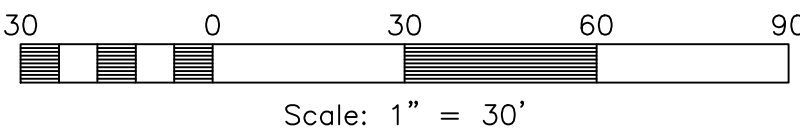
YOUNG SUBARU, CO

By: _____
Spencer W. Young, its President

Exhibit A
to Participation Agreement

Conceptual Development Plan

CONCEPTUAL DEVELOPMENT PLAN

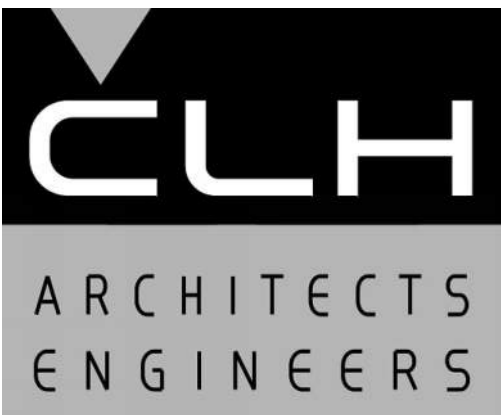


PARKING CALCULATIONS			
AREA	AREA/PARKING RATIO	REQUIRED SPACES	PROVIDED SPACES
SALES AREA	~12,500 S.F.		
	1 SPACE/250 S.F.	50	50
SERVICE	44 BAYS		
	2 SPACES/BAY	88	88
DISPLAY LOT	97 DISPLAY STALLS		
	1 STALL/10 DISPLAY STALLS	10	10
TOTAL		149	149

APPROVED
By SOUTH OGDEN PLANNING 03/03/2023 at 7:08 am, Apr 12, 2023

97 SALES DISPLAY STALLS
149 CUSTOMER + SALES + SERVICE
246 TOTAL STALLS

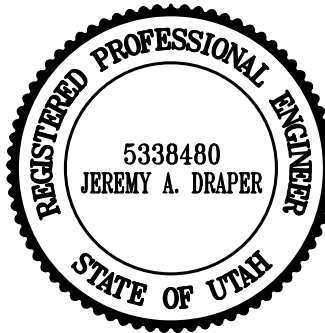
1 BIKE RACK PER 20 STALLS
148/20=8 RACKS



Case, Lowe & Hart, Inc. • 2484 Washington Blvd.
Suite 510 • Ogden, Utah • 84401
801.399.5821 • www.clhae.com

CONSULTANTS

STAMP



Young
Subaru

3730 South Riverdale Road
Riverdale, Utah 84405



MARK DATE DESCRIPTION

ISSUE: 12 JAN, 2023
PROJECT NO: 6528-62
CAD DWG FILE:
DRAWN BY: CDK
CHK'D BY: KHH

JANUARY 2023

SHEET TITLE

Proposed Site
Plan

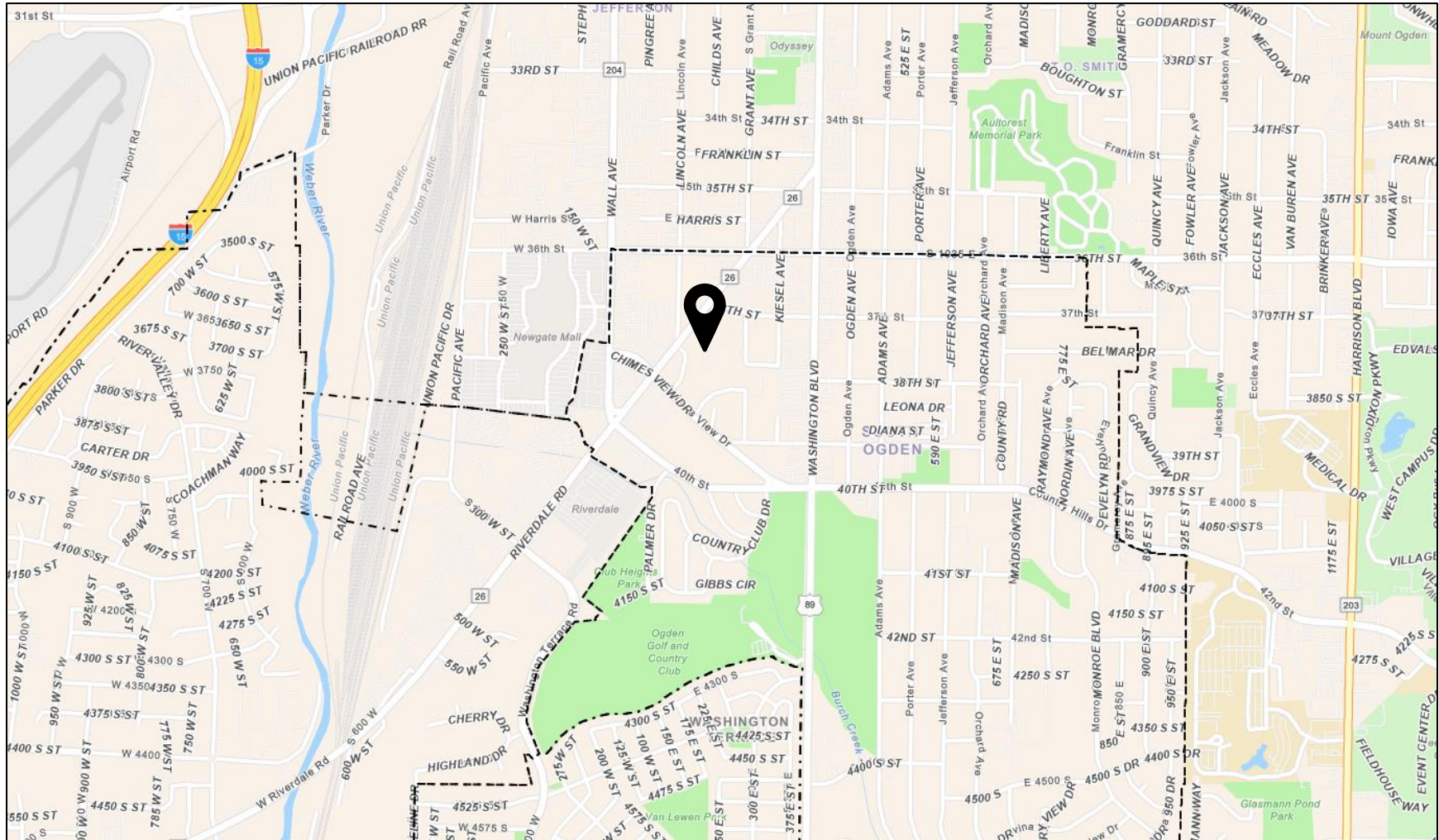
C-0004

Exhibit B
to Participation Agreement

“Site” Map

YOUNG SUBARU

SITE MAP



Young Subaru Site Map (red parcels)

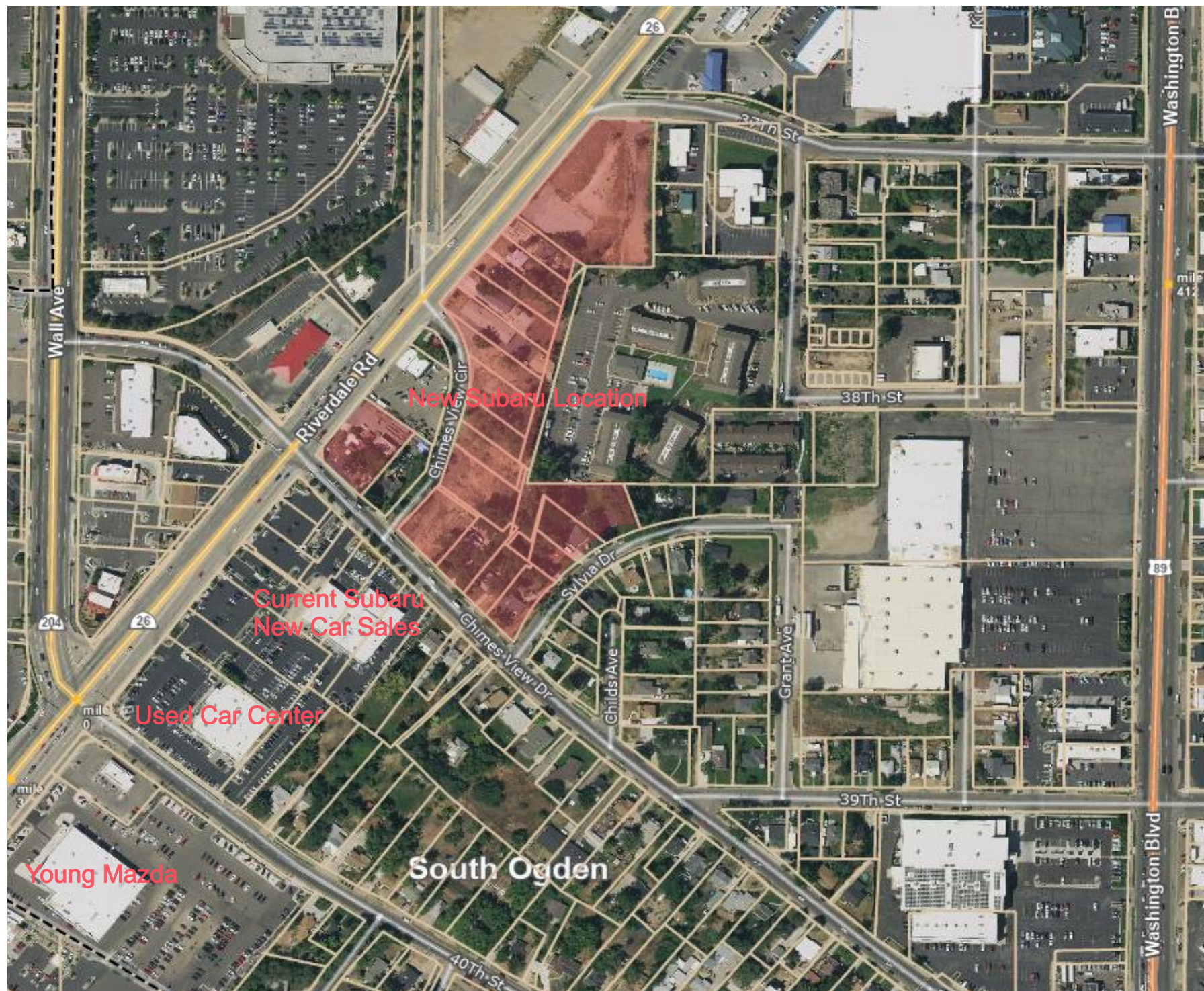


Exhibit C
to Participation Agreement

South Ogden City Interlocal Agreement

**INTERLOCAL AGREEMENT by and between the SOUTH OGDEN CITY
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and SOUTH OGDEN
CITY for the CITY CENTER COMMUNITY REINVESTMENT PROJECT AREA**

THIS INTERLOCAL AGREEMENT is entered into as of this 17th day of March, 2020, by and between the **SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and **SOUTH OGDEN CITY**, a political subdivision of the State of Utah (the “**Taxing Entity**”). The Agency and the Taxing Entity shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct project area development activities within South Ogden, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the City Center Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan for the Project Area (the “**Project Area Plan**”) on April 21, 2020, which is incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for project area development in the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(60) (hereinafter “**Tax Increment**”)) created in the Project Area to assist in the Agency project area development activities within the Project Area as contemplated in the Project Area Plan; and

E. WHEREAS UCA § 17C-5-204(3) authorizes the Taxing Entity to consent to the payment to the Agency of all or a portion of the Taxing Entity’s share of Tax Increment generated in the Project Area; and

F. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

G. WHEREAS in order to facilitate development within the Project Area, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity’s share of Tax Increment

generated by development within the Project Area in accordance with the terms of this Agreement; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the “**Cooperation Act**”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Taxing Entity's Consent.

a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid eighty percent (80%) of the Taxing Entity’s share of the Tax Increment from the Project Area (the “**Taxing Entity’s Share**”) for up to twenty (20) consecutive years. The Agency may begin collecting increment, or “trigger” the collection of Tax Increment, upon written notice to the Taxing Entity and to Weber County. Regardless of the date for which the Agency begins collecting Tax Increment under this Agreement, the Agency shall not collect Tax Increment for any period beyond December 31, 2042. The date that the Agency begins collecting Tax Increment under this Agreement shall be on January 1 of the particular year. For the sake of illustration only, this subsection requires that the Agency begin collecting Tax Increment no later than January 1, 2023 in order to receive the full twenty years of Tax Increment contemplated by this Agreement.

b. The Taxing Entity’s Share shall be used for the purposes set forth in the Act as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity’s tax levy rate during the year for which Tax Increment is to be paid and (b) the base taxable value for purposes of calculating Tax Increment shall be the taxable value (as defined in § 17C-1-102(59) of the Act) of all taxable property within the Project Area last equalized prior to the date of this Agreement, which taxable value is subject to adjustment as required by law.

c. All centrally-assessed property existing within the Project Area as of the date of this Agreement, if any, shall be excluded from the calculation of Tax Increment under this Agreement. However, any new centrally assessed property constructed within the Project Area after the date of this Agreement shall be considered as new incremental value for purposes of calculating Tax Increment pursuant to this Agreement. Weber County is hereby authorized to make such calculations and estimates as may be reasonably necessary to accomplish such treatment as described in this subsection.

d. The Taxing Entity hereby authorizes and directs Weber County to pay directly to the Agency the Taxing Entity's Share in accordance with UCA § 17C-5-206 for the period described herein.

e. Of the amounts received by the Agency, the Agency may retain ten percent (10%) of the total Taxing Entity's Share each year to be used as described in UCA § 17C-5-307(3).

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to engage in project area development activities as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, reimbursements or incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. The Agency shall not retain more than five percent (5%) of the project area funds received pursuant to this Agreement for Agency overhead and administrative expenses.

3. **Return of Tax Increment to the Taxing Entity.** If the Agency, in its sole discretion, is unable to utilize the full amount of the Taxing Entity's Share for the uses authorized in Section 2, above, then the Agency shall return to the Taxing Entity that portion of that Taxing Entity's Share that the Agency is unable to utilize.

4. **Consent to Project Area Budget.** As contemplated by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget that will be adopted by the Agency for the Project Area in the future. The Taxing Entity may withdraw this consent by resolution of the governing body of the Taxing Entity and written notice to the Agency. Such consent shall be final and nonwithdrawable on the date that is thirty (30) days after the date on which the Agency files copies of the adopted Project Area Budget for the Project Area pursuant to Section 17C-5-305 the Act.

5. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

6. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the anticipated benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

7. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

e. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

f. The term of this Agreement shall commence on the publication of the notice described in Section 17C-5-205 of the Act and Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2050.

g. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

11. **Disputes.** In the event a dispute arises between the Parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the Parties, the Parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Weber County, Utah.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

16. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

17. **Counterparts and Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

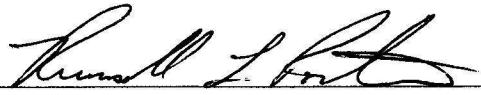
18. **Incorporation of Exhibits.** Any exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

ENTERED into as of the day and year first above written.

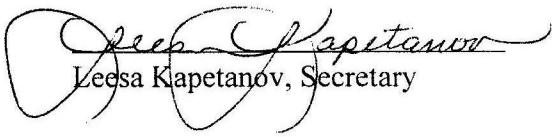
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Agency:

**SOUTH OGDEN CITY COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

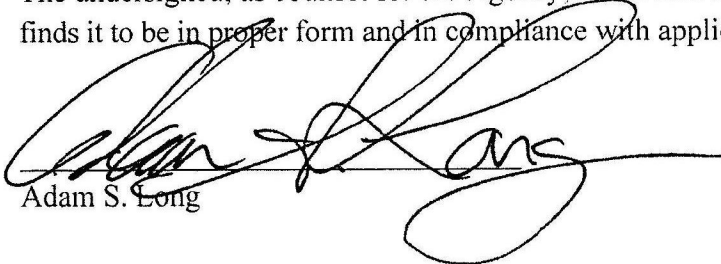
By: 
Russell L. Porter, Chair

Attest:


Leesa Kapetanov, Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

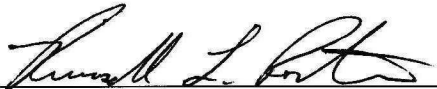

Adam S. Long

[Signatures continue]

[ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT]

Taxing Entity:

SOUTH OGDEN CITY

By: 
Russell L. Porter, Mayor

Attest:


Leesa Kapetanov, CMC, City Recorder

Attorney Review for the Taxing Entity:

The undersigned, as attorney for the Taxing Entity, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Name: 

Exhibit D
to Participation Agreement

Weber County Interlocal Agreement

120
7/14/2020

**INTERLOCAL AGREEMENT by and between the SOUTH OGDEN CITY
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and WEBER
COUNTY for the CITY CENTER COMMUNITY REINVESTMENT PROJECT
AREA**

THIS INTERLOCAL AGREEMENT is entered into as of this 14th day of July, 2020, by and between the **SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and **WEBER COUNTY**, a political subdivision of the State of Utah (the “**Taxing Entity**”). The Agency and the Taxing Entity shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct project area development activities within South Ogden, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the City Center Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan and project area budget for the Project Area (the “**Project Area Documents**”), which are incorporated herein by this reference, which include the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for project area development in the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Documents; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“UCA”) § 17C-1-102(60) (hereinafter “**Tax Increment**”)) created in the Project Area to assist in the Agency project area development activities within the Project Area as contemplated in the Project Area Documents; and

E. WHEREAS UCA § 17C-5-204(3) authorizes the Taxing Entity to consent to the payment to the Agency of all or a portion of the Taxing Entity’s share of Tax Increment generated in the Project Area; and

F. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

G. WHEREAS in order to facilitate development within the Project Area, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity's share of Tax Increment generated by development within the Project Area in accordance with the terms of this Agreement; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Taxing Entity's Consent.

a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid seventy five percent (75%) of the Taxing Entity's share of the Tax Increment from the Project Area (the "**Taxing Entity's Share**") for up to twenty (20) consecutive years. The cumulative total of the Taxing Entity's Share paid to the Agency under this Agreement shall not exceed four million dollars (\$4,000,000). The Agency may begin collecting increment, or "trigger" the collection of Tax Increment, upon written notice to Weber County; such notice must be provided to Weber County prior to January 1 of the year for which the Agency desires to begin collecting increment. Regardless of the date for which the Agency begins collecting Tax Increment under this Agreement, the Agency shall not collect Tax Increment for any period beyond December 31, 2042. The date that the Agency begins collecting Tax Increment under this Agreement shall be on January 1 of the particular year. For the sake of illustration only, this subsection requires that the Agency begin collecting Tax Increment no later than January 1, 2023 in order to receive the full twenty years of Tax Increment contemplated by this Agreement.

b. The Taxing Entity's Share shall be used for the purposes set forth in the Act as reflected herein and in the Project Area Documents and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base taxable value for purposes of calculating Tax Increment shall be \$185,799,031, which taxable value is subject to adjustment as required by law.

c. The Taxing Entity hereby authorizes and directs Weber County to pay directly to the Agency the Taxing Entity's Share in accordance with UCA § 17C-5-206 for the period described herein.

d. Of the amounts received by the Agency, the Agency may retain five percent (5%) of the total Taxing Entity's Share each year to be used as described in UCA § 17C-5-307(3).

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to engage in project area development activities as described herein and contemplated in the Project Area Documents, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, reimbursements or incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. For purposes of this paragraph, "**Public Infrastructure and Public Improvements**" shall mean any and all improvements and infrastructure that provide a benefit to the public generally and shall include, but not be limited to, the items listed on **Exhibit A** to this Agreement. The Agency agrees to utilize at least fifty percent (50%) of the Taxing Entity's Share received by the Agency pursuant to this Agreement toward expenditures directly related to the installation of, upgrade to, and maintenance of Public Infrastructure and Public Improvements within the Project Area or Public Infrastructure and Public Improvements located outside of the Project Area, which directly benefit the Project Area. The Agency shall provide a detailed accounting of the money used for Public Infrastructure and Public Improvements; this detailed accounting must be submitted to the Taxing Entity by April 1 of each fifth year. The fifty-percent threshold shall be calculated based on the total cumulative expenditures by the Agency toward Public Infrastructure and Public Improvements compared to the cumulative amount Taxing Entity's Share received by the Agency pursuant to this Agreement. If the fifty-percent threshold is not met for five consecutive years, the Agency shall be in default under this Agreement. Upon written notice to the Agency from the Taxing Entity, the Agency shall have thirty (30) days to cure or to commence to cure such default (provided such cure is diligently pursued). If the Agency fails to cure or commence to cure such default within the specified time period, the Taxing Entity may terminate this Agreement upon written notice to the Agency.

3. **Return of Tax Increment to the Taxing Entity.** If the Agency, in its sole discretion, is unable to utilize the full amount of the Taxing Entity's Share for the uses authorized in Section 2, above, then the Agency shall return to the Taxing Entity that portion of that Taxing Entity's Share that the Agency is unable to utilize. Any portion of the Taxing Entity's Share returned to the Taxing Entity shall not be counted in evaluating the Agency compliance with the fifty-percent threshold as described in the preceding paragraph.

4. **Consent to Project Area Budget.** As required by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget adopted by the Agency for the Project Area on June 2, 2020.

5. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to

this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

6. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the anticipated benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

7. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

e. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

f. The term of this Agreement shall commence on the publication of the notice described in Section 17C-5-205 of the Act and Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2045.

g. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and

signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. **Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

11. **Disputes.** In the event a dispute arises between the Parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the Parties, the Parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Weber County, Utah.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

16. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

17. **Counterparts and Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.


18. **Incorporation of Exhibits.** Any exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

ENTERED into as of the day and year first above written.

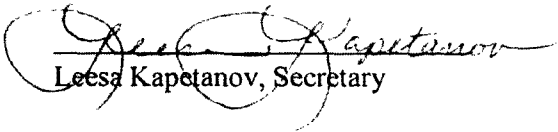
[Remainder of page intentionally left blank; signature pages to follow]

Agency:

**SOUTH OGDEN CITY COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

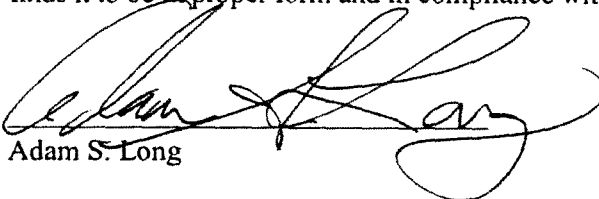
By: 
Russell L. Porter, Chair

Attest:


Leesa Kapetanov, Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.



Adam S. Long

[Signatures continue]

[ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT]

Taxing Entity:

WEBER COUNTY

By: 
Name: Gage Froerer
Title: Weber County Commission Chair

Attest:


Name:
Title:

Attorney Review for the Taxing Entity:

The undersigned, as attorney for the Taxing Entity, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Name:

Exhibit A
Public Infrastructure and Public Improvements

For purposes of this Agreement, the term Public Infrastructure and Public Improvements includes, but is not limited to, the following:

1. improvements of every type that are to be dedicated to the City and are needed to facilitate the development of the Project Area;
2. improvements required as a condition of the approval of a development application for property within the Project Area (for purposes of this Exhibit A, "development application" means a complete application to South Ogden City for development of a portion of the Project Area including a Final Plat, Subdivision application, or any other permit (including, but not limited to, building permits), certificate, or other authorization from the City required for development within the Project Area);
3. improvements in the following categories that are installed or constructed within the Project Area, or which are installed outside of the Project Area and are necessary to enable the installation of the same type of improvements within the Site:
 - a. culinary water infrastructure
 - b. sanitary sewer improvements
 - c. storm water improvements;
 - d. utility infrastructure of every type including, without limitation, electric, gas, fiber, and other communications utilities;
 - e. road infrastructure, including without limitation, bridges and underpasses;
 - f. rail infrastructure;
 - g. street lighting and landscaping within public rights-of-way;

Exhibit E
to Participation Agreement

CWSID Interlocal Agreement

**INTERLOCAL AGREEMENT by and between the SOUTH OGDEN CITY
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and CENTRAL
WEBER SEWER IMPROVEMENT DISTRICT for the CITY CENTER
COMMUNITY REINVESTMENT PROJECT AREA**

THIS INTERLOCAL AGREEMENT is entered into as of this 20th day of April, 2020, by and between the **SOUTH OGDEN CITY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a political subdivision of the State of Utah (the “**Agency**”), and **CENTRAL WEBER SEWER IMPROVEMENT DISTRICT**, a political subdivision of the State of Utah (the “**Taxing Entity**”). The Agency and the Taxing Entity shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct project area development activities within South Ogden, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the City Center Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan for the Project Area (the “**Project Area Plan**”) on April 21, 2020, which is incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for project area development in the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(60) (hereinafter “**Tax Increment**”)) created in the Project Area to assist in the Agency project area development activities within the Project Area as contemplated in the Project Area Plan; and

E. WHEREAS UCA § 17C-5-204(3) authorizes the Taxing Entity to consent to the payment to the Agency of all or a portion of the Taxing Entity’s share of Tax Increment generated in the Project Area; and

F. WHEREAS UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

G. WHEREAS in order to facilitate development within the Project Area, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity's share of Tax Increment generated by development within the Project Area in accordance with the terms of this Agreement; and

H. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the "**Cooperation Act**").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Taxing Entity's Consent.

a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid eighty percent (80%) of the Taxing Entity's share of the Tax Increment from the Project Area (the "**Taxing Entity's Share**") for up to twenty (20) consecutive years. The Agency may begin collecting increment, or "trigger" the collection of Tax Increment, upon written notice to the Taxing Entity and to Weber County. Regardless of the date for which the Agency begins collecting Tax Increment under this Agreement, the Agency shall not collect Tax Increment for any period beyond December 31, 2042. The date that the Agency begins collecting Tax Increment under this Agreement shall be on January 1 of the particular year. For the sake of illustration only, this subsection requires that the Agency begin collecting Tax Increment no later than January 1, 2023 in order to receive the full twenty years of Tax Increment contemplated by this Agreement.

b. The Taxing Entity's Share shall be used for the purposes set forth in the Act as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity's tax levy rate during the year for which Tax Increment is to be paid and (b) the base taxable value for purposes of calculating Tax Increment shall be the taxable value (as defined in § 17C-1-102(59) of the Act) of all taxable property within the Project Area last equalized prior to the date of this Agreement, which taxable value is subject to adjustment as required by law.

c. All centrally-assessed property existing within the Project Area as of the date of this Agreement, if any, shall be excluded from the calculation of Tax Increment under this Agreement. However, any new centrally assessed property constructed within the Project Area after the date of this Agreement shall be considered as new incremental value for purposes of calculating Tax Increment pursuant to this Agreement. Weber County is hereby authorized to make such calculations and estimates as may be reasonably necessary to accomplish such treatment as described in this subsection.

d. The Taxing Entity hereby authorizes and directs Weber County to pay directly to the Agency the Taxing Entity's Share in accordance with UCA § 17C-5-206 for the period described herein.

e. Of the amounts received by the Agency, the Agency may retain ten percent (10%) of the total Taxing Entity's Share each year to be used as described in UCA § 17C-5-307(3).

2. **Authorized Uses of Tax Increment.** The Parties agree that the Agency may apply the Taxing Entity's Share to engage in project area development activities as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, reimbursements or incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. The Agency shall not retain more than five percent (5%) of the project area funds received pursuant to this Agreement for Agency overhead and administrative expenses.

3. **Return of Tax Increment to the Taxing Entity.** If the Agency, in its sole discretion, is unable to utilize the full amount of the Taxing Entity's Share for the uses authorized in Section 2, above, then the Agency shall return to the Taxing Entity that portion of that Taxing Entity's Share that the Agency is unable to utilize.

4. **Consent to Project Area Budget.** As contemplated by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget that will be adopted by the Agency for the Project Area in the future. The Taxing Entity may withdraw this consent by resolution of the governing body of the Taxing Entity and written notice to the Agency. Such consent shall be final and nonwithdrawable on the date that is thirty (30) days after the date on which the Agency files copies of the adopted Project Area Budget for the Project Area pursuant to Section 17C-5-305 the Act.

5. **No Third-Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third-party beneficiary under this Agreement.

6. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the anticipated benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

7. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.

e. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.

f. The term of this Agreement shall commence on the publication of the notice described in Section 17C-5-205 of the Act and Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2050.

g. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

9. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. **Interpretation.** The terms “include,” “includes,” “including” when used herein shall be deemed in each case to be followed by the words “without limitation.”

11. **Disputes.** In the event a dispute arises between the Parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the Parties, the Parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Weber County, Utah.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

13. **Assignment.** No Party may assign any rights, duties, or obligations under this Agreement without the prior written consent of all Parties hereto.

14. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

15. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

16. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference as part of this Agreement.

17. **Counterparts and Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

18. **Incorporation of Exhibits.** Any exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

ENTERED into as of the day and year first above written.

[Remainder of page intentionally left blank; signature pages to follow]



Agency:

**SOUTH OGDEN CITY COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY**

By:

Russell L. Porter, Chair

Attest:

Leesa Kapetanov, Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Adam S. Long

[Signatures continue]

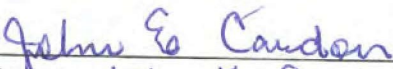
[ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT]

Taxing Entity:

**CENTRAL WEBER SEWER IMPROVEMENT
DISTRICT**

By: 
Name: LANCE L WOODS
Title: GENERAL MANAGER

Attest:


Name: John E. Cardon
Title: Clerk

Attorney Review for the Taxing Entity:

The undersigned, as attorney for the Taxing Entity, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Name: Mark H. Anderson

Exhibit F
to Participation Agreement

Calculation of Agency Share

The Agency Share for purposes of this Agreement shall be calculated as follows:

((current taxable value of the Site) – (base year value of the Site)) = incremental value of the Site

*(incremental value of the Site) * (current tax rate) = tax increment*

*(tax increment) * (participation percentage) = agency increment*

The calculation above shall be performed for each of the three Interlocal Agreements. The sum of the “agency increment” from those three calculations shall be the “Agency Share” for that particular year. For all calculations, the “base year taxable value of the Site” shall be \$4,686,687.00.

The “participation percentage” for each Interlocal Agreement” is as follows:

City:	80%
County:	75%
CWSID:	80%

Exhibit G
to Participation Agreement

Site Improvements means the following located within or outside the Project Area:

1. demolition and removal of existing buildings, structures, walls, fences, etc. to facilitate the development of the site within the Project Area;
2. earthwork including, but not limited to, excavation of dirt, grading and fill throughout the site, within the Project Area;
3. utility work including installation, removal and/or consolidation of natural gas, phone, telecommunications, electric, fiber, cable, culinary water, storm drain, sanitary sewer and other necessary utility work to facilitate the development of the project;
4. improvements required as a condition of the approval of a development application for property within the Project Area (for purposes of this Exhibit A, “development application” means a complete application to South Ogden City for development of a portion of the Project Area including a Final Plat, Subdivision application, or any other permit (including, but not limited to, building permits), certificate, or other authorization from the City required for development within the Project Area)

Exhibit H
to Participation Agreement

Form of Request for Payment

REQUEST FOR PAYMENT

To: South Ogden City Community Development and Renewal Agency
3950 S. Adams Ave.
South Ogden, Utah 84403
Attention: South Ogden City Manager
Email: mdixon@southogdencity.gov

From: _____

Re: PARTICIPATION AGREEMENT by and between the SOUTH OGDEN CITY
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY and YOUNG SUBARU,
CO. for the SOUTH OGDEN CITY CENTER COMMUNITY REINVESTMENT
PROJECT AREA

Date of Request: _____

Calendar year for which request is being made: _____

As of December 31 of the year for which the request is being made:

- Total completed interior square footage of building(s) within the Site: _____
- Total number of vehicles sold and serviced for that year: _____
- Total number of FTE's employed during the year: _____
- Total amount of property taxes paid by Participant: _____

Describe development within the Site during the year: _____

Describe Site Improvements completed during the year: _____

Include supporting documentation showing actual costs of Site Improvements completed during the year.



YOUNG SUBARU OGDEN
OGDEN, UTAH



BUDGET SUMMARY

STANDARD DIVISIONS OF CONSTRUCTION BREAKOUT			
Division	Work Item	Budget	Notes
DIVISION 1 - GENERAL REQUIREMENTS			
	General Conditions	\$1,320,500.00	
DIVISION 1 - GENERAL REQUIREMENTS TOTAL:		\$1,320,500.00	
DIVISION 2 - EXISTING CONDITIONS			
	Demo	\$523,000.00	
DIVISION 2 - EXISTING CONDITIONS TOTAL:		\$523,000.00	
DIVISION 3 - CONCRETE			
	Concrete - Building & Site- Footings & Foundations, Flatwork, Rebar, Pumping, Sawcut, Concrete etc..	\$1,503,000.00	
DIVISION 3 - CONCRETE TOTAL:		\$1,503,000.00	
DIVISION 4 - MASONRY			
	Masonry - Block, Mortar, Grout, Chemical Washing, OH Door Shoring	\$1,350,000.00	
DIVISION 4 - MASONRY TOTAL:		\$1,350,000.00	
DIVISION 5 - METALS			
	Metals - Reinforcing Steel - Masonry, Building, Site	\$435,000.00	
	Metals - Joist & Deck, Structural Steel, Bollards, Roof Access Ladder	\$2,100,000.00	
DIVISION 5 - METALS TOTAL:		\$2,535,000.00	
DIVISION 6 - WOODS & PLASTICS			
	Woods - Framing, Lumber, Finish	\$133,000.00	
DIVISION 6 - WOODS & PLASTICS TOTAL:		\$133,000.00	
DIVISION 7 - THERMAL & MOISTURE PROTECTION			
	Thermal - Metal Panels, Trim	\$835,400.00	
	Thermal - Insulation	\$168,500.00	
	Thermal - Roofing	\$226,000.00	
	Thermal - foundation	\$32,000.00	
DIVISION 7 - THERMAL & MOISTURE TOTAL:		\$1,261,900.00	
DIVISION 8 - DOORS & WINDOWS			
	Doors - Man Doors, Hardware, & Install	\$287,000.00	
	Doors - OH Doors & Operators	\$375,000.00	
	Aluminum Storefront	\$880,000.00	
	Skylights	\$396,000.00	
DIVISION 8 - DOORS & WINDOWS TOTAL:		\$1,938,000.00	
DIVISION 9 - FINISHES			
	Finishes - Drywall / Steel studs	\$678,000.00	
	Finishes - Flooring	\$394,700.00	
	Finishes - Painting	\$325,000.00	
	Finishes - Acoustical Ceiling	\$137,500.00	
	Finishes - Restroom Tile Walls	\$135,000.00	
DIVISION 9 - FINISHES TOTAL:		\$1,670,200.00	
DIVISION 10 - SPECIALTIES			
	Toilet & Bath Accessories / Install	\$159,000.00	
	Fire Extinguishers	\$15,000.00	
	Lockers	\$41,200.00	
	Signage - Other	\$21,000.00	
DIVISION 10 - SPECIALTIES TOTAL:		\$236,200.00	
DIVISION 11 - EQUIPMENT			
	Appliances	\$85,000.00	
	Car Lifts	\$1,100,000.00	
DIVISION 11 - EQUIPMENT TOTAL:		\$1,185,000.00	
DIVISION 12 - FURNISHINGS			
	Cabinets & Countertops - Breakroom, Restroom	\$265,000.00	
DIVISION 12 - FURNISHINGS TOTAL:		\$265,000.00	
DIVISION 13 - SPECIAL CONSTRUCTION			
	Parking Garage	\$5,100,000.00	
	Car Wash	\$325,000.00	
DIVISION 12 - FURNISHINGS TOTAL:		\$5,425,000.00	
DIVISION 14 - CONVEYOR SYSTEMS			
	Elevator	\$270,000.00	
DIVISION 14 - CONVEYOR SYSTEMS TOTAL:		\$270,000.00	
DIVISION 21 - FIRE SUPPRESSION			
	Fire Sprinkler	\$327,000.00	
	Fire Alarm System	\$130,000.00	
DIVISION 21 - FIRE SUPPRESSION TOTAL:		\$457,000.00	
DIVISION 22 - PLUMBING			
	Plumbing	\$350,000.00	
	Plumbing - Gas Lines	\$165,000.00	
DIVISION 22 - PLUMBING TOTAL:		\$515,000.00	
DIVISION 23 - HVAC			
	HVAC -	\$1,895,000.00	
DIVISION 23 - HVAC TOTAL:		\$1,895,000.00	
DIVISION 26 - ELECTRICAL			
	Electrical - low voltage	\$260,000.00	
	Electrical - High Voltage	\$1,525,000.00	
DIVISION 26 - ELECTRICAL TOTAL:		\$1,785,000.00	
DIVISION 28 - ELECTRONIC SAFETY & SECURITY			
	Security System, door hardware, card readers	\$425,000.00	
DIVISION 28 - ELECTRONIC SAFETY & SECURITY TOTAL:		\$425,000.00	
DIVISION 31 - EARTHWORK			
	Earthwork - Cut & Fill, Footing Excav	\$2,130,000.00	
DIVISION 31 - EARTHWORK TOTAL:		\$2,130,000.00	
DIVISION 32 - EXTERIOR IMPROVEMENTS			
	Asphalt	\$620,000.00	
	Landscape	\$475,000.00	
	Fencing	\$215,000.00	
DIVISION 32 - EXTERIOR IMPROVEMENTS TOTAL:		\$1,310,000.00	
DIVISION 33 - UTILITIES			
	Utilities - Water Line, Sewer Line,	\$1,260,600.00	
DIVISION 33 - UTILITIES TOTAL:		\$1,260,600.00	
SUBTOTAL		\$29,393,400.00	
ARCHITECT / ENGINEER		\$680,000.00	
CONTINGENCY @ 0%			
WINTER CONDITIONS - ALLOWANCE		\$125,000.00	
TESTING / INSPECTIONS		\$30,000.00	
PERMITS / FEES		\$223,000.00	
BUILDER'S RISK		\$0.00	
BONDS		\$0.00	
RM VAULTS / LINE REMOVAL		\$95,000.00	
SUBTOTAL		\$30,546,400.00	
CONTRACTORS FEE @ 10%		\$3,054,640.00	
TOTAL:		\$33,601,040.00	

YOUNG SUBARU TAX INCREMENT ANALYSIS

Taxable Value Base Year	2022	\$	4,686,687	
Est. New Taxable Value		\$	25,300,000	
Tax Increment		\$	20,613,313	
	Tax Rates	New PT Rev.	Rev. to Agency	Participation Rt.
Weber Cnty	0.001145	\$ 23,602	\$ 17,702	0.75
SO City	0.0025	\$ 51,533	\$ 41,227	0.8
CWSID	0.000482	\$ 9,936	\$ 7,948	0.8
		\$ 85,071	\$ 66,877	

YAG Cost Estimates	
Demo	\$ 523,000
Earthwork	\$ 1,065,000
Utilities	\$ 1,260,600
Total	\$ 2,848,600

Parcel Data	2022 Base
05-136-0050	\$ 389,000
05-136-0034	\$ 197,274
05-136-0048	\$ 6,720
05-136-0047	\$ 5,544
05-136-0033	\$ 133,099
05-136-0032	\$ 192,500
05-133-0025	\$ 203,500
05-133-0024	\$ 877
05-133-0023	\$ 192,500
05-133-0022	\$ 206,800
05-136-0015	\$ 228,800
05-136-0031	\$ 243,936
05-136-0028	\$ 140,263
05-136-0056	\$ -
05-136-0024	\$ 121,968
05-136-0023	\$ 140,266
05-136-0022	\$ 390,857
05-136-0021	\$ 282,054
05-136-0020	\$ 158,558
05-136-0019	\$ 206,251
05-136-0018	\$ 245,788
05-136-0055	\$ -
05-128-0022	\$ 1,000,132
	\$ 4,686,687

2022 Property Tax Revenues				
Weber Cnty	0.001145	\$	5,366	
SO City	0.002408	\$	11,717	
CWSID	0.000482	\$	2,259	
		\$	19,342	
2024 Property Tax Revenues				
	New Property Tax	Agency %	Entity %	
Weber Cnty	0.001145	\$ 23,602	\$ 17,702	\$ 5,901
SO City	0.0025	\$ 51,533	\$ 41,227	\$ 10,307
CWSID	0.000482	\$ 9,936	\$ 7,948	\$ 1,987
		\$ 85,071	\$ 66,877	\$ 18,194

Participation Yrs.		18	TIF %	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
T O T A L S	\$	2,504,553	100%	\$ 66,877	\$ 72,227	\$ 78,005	\$ 84,246	\$ 90,985	\$ 98,264	\$ 106,125	\$ 114,615	\$ 123,784	\$ 133,687	\$ 144,382	\$ 155,933	\$ 168,407	\$ 181,880	\$ 196,430	\$ 212,145	\$ 229,116	\$ 247,445	\$ 267,241	\$ 288,620
	\$	2,254,097	90%	\$ 60,189	\$ 65,004	\$ 70,205	\$ 75,821	\$ 81,887	\$ 88,438	\$ 95,513	\$ 103,154	\$ 111,406	\$ 120,318	\$ 129,944	\$ 140,339	\$ 151,566	\$ 163,692	\$ 176,787	\$ 190,930	\$ 206,204	\$ 222,701	\$ 240,517	\$ 259,758
	\$	2,128,870	85%	\$ 56,845	\$ 61,393	\$ 66,304	\$ 71,609	\$ 77,337	\$ 83,524	\$ 90,206	\$ 97,423	\$ 105,217	\$ 113,634	\$ 122,725	\$ 132,543	\$ 143,146	\$ 154,598	\$ 166,966	\$ 180,323	\$ 194,749	\$ 210,329	\$ 227,155	\$ 245,327
	\$	2,003,642	80%	\$ 53,501	\$ 57,782	\$ 62,404	\$ 67,396	\$ 72,788	\$ 78,611	\$ 84,900	\$ 91,692	\$ 99,027	\$ 106,950	\$ 115,506	\$ 124,746	\$ 134,726	\$ 145,504	\$ 157,144	\$ 169,716	\$ 183,293	\$ 197,956	\$ 213,793	\$ 230,896
	\$	1,878,414	75%	\$ 50,158	\$ 54,170	\$ 58,504	\$ 63,184	\$ 68,239	\$ 73,698	\$ 79,594	\$ 85,961	\$ 92,838	\$ 100,265	\$ 108,286	\$ 116,949	\$ 126,305	\$ 136,410	\$ 147,323	\$ 159,108	\$ 171,837	\$ 185,584	\$ 200,431	\$ 216,465
	\$	1,753,187	70%	\$ 46,814	\$ 50,569	\$ 54,604	\$ 58,972	\$ 63,690	\$ 68,785	\$ 74,288	\$ 80,231	\$ 86,649	\$ 93,581	\$ 101,067	\$ 109,153	\$ 117,885	\$ 127,316	\$ 137,501	\$ 148,501	\$ 160,381	\$ 173,212	\$ 187,069	\$ 202,034
T O T A L S	\$	1,627,959	65%	\$ 43,470	\$ 46,948	\$ 50,703	\$ 54,760	\$ 59,140	\$ 63,872	\$ 68,981	\$ 74,500	\$ 80,460	\$ 86,897	\$ 93,848	\$ 101,356	\$ 109,465	\$ 118,222	\$ 127,680	\$ 137,894	\$ 148,925	\$ 160,839	\$ 173,707	\$ 187,603
	\$	1,502,732	60%	\$ 40,126	\$ 43,336	\$ 46,803	\$ 50,547	\$ 54,591	\$ 58,958	\$ 63,675	\$ 68,769	\$ 74,271	\$ 80,212	\$ 86,629	\$ 93,560	\$ 101,044	\$ 109,128	\$ 117,858	\$ 127,287	\$ 137,470	\$ 148,467	\$ 160,345	\$ 173,172
	\$	1,377,504	55%	\$ 36,782	\$ 39,725	\$ 42,903	\$ 46,335	\$ 50,042	\$ 54,045	\$ 58,369	\$ 63,038	\$ 68,081	\$ 73,528	\$ 79,410	\$ 85,763	\$ 92,624	\$ 100,034	\$ 108,037	\$ 116,679	\$ 126,014	\$ 136,095	\$ 146,983	\$ 158,741
	\$	1,252,276	50%	\$ 33,438	\$ 36,113	\$ 39,003	\$ 42,123	\$ 45,493	\$ 49,132	\$ 53,063	\$ 57,308	\$ 61,892	\$ 66,844	\$ 72,191	\$ 77,966	\$ 84,204	\$ 90,940	\$ 98,215	\$ 106,072	\$ 114,558	\$ 123,723	\$ 133,621	\$ 144,310

