



## MEMORANDUM

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TO: Mayor and City Council

FROM: Matthew J. Dixon, City Manager

RE: **July 21, 2020 Council Meeting**

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### WORK SESSION

- **Update on Club Heights Park** – The construction drawings and bid documents are nearing completion for Phase I of the Club Heights Park project. During this part of the work session, staff will provide an update on the progress of the project to help keep the council informed.
- **Update on Recycling** – With some of the recent media coverage regarding recycling in the county, staff will review the current state of recycling for South Ogden to help the council understand what is happening so you can better respond to resident inquiries/concerns.
- **Storm Water 101** – There have been some recent questions from members of the council regarding the city's storm water regulations and management practices. Staff will provide a brief overview of the city's storm water system and the city's requirements for storm water management for the development of property.

### PUBLIC HEARING

- **City to continue practice of not charging itself for water, sewer & storm drain usage for normal city operations during FY2021** – The state auditor requires that cities quantify, to the best of their ability, the value of the water, sewer and storm drain usage the city does not charge itself for. The city does not have the ability to meter and accurately charge itself for these utilities. Steve has estimated the value of these utilities and the transfers involved to be compliant with state regulations have been incorporated into the FY2020 Budget for both the General Fund and the respective Utility Funds. Below are the amounts for each of the utilities:
  - Water – \$54,404
  - Sewer - \$10,418
  - Storm Drain - \$15,048
- **Franchise Fee Transfers from Enterprise Funds to the General Fund** – This public hearing relates to the transfer of franchise fees collected from city-owned utilities (water, sewer, storm drain and garbage) from each Utility Fund to the General Fund. By policy, the city council has established that these revenues are to be allocated for use at 50 percent to Streets and 50 percent to Parks. Below is a breakdown of the franchise fees the city anticipates collecting and transferring for fiscal year 2020. The total of the franchise fees all utilities is \$363,186.

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- Water - \$111,803
- Sewer - \$129,567
- Storm - \$68,769
- Garbage - \$53,047

## DISCUSSION/ACTION ITEMS

- **Resolution 20-20 – Ratifying an agreement for use of Community Development Block Grant (CDBG) Funds.** This is the agreement that allows the city to accept \$182,400 of CDBG funds to help replace and upsize the water line in 37<sup>th</sup> Street between Washington Blvd. and Orchard Ave. In addition to the replacement of the water line, the city will be doing a complete tear out and reconstruct of the street from curb to curb. There will be some curb repairs, where necessary. The total estimated project cost is \$1,049,638.
- **Resolution 20-21 – Approving an agreement with Wasatch Physical Therapy for concussion protocol services.** The city’s participation with the WFFL requires that the city provide a qualified medical professional to be on location for all games played on city fields. This agreement allows the city to work with Wasatch Physical Therapy for the 2020 season. Please see Jon Andersen’s report for additional information.
- **Resolution 20-22 – Approving an agreement with Wasatch Front Football League for 2020 Season.** This agreement will allow the city to participate in the WFFL’s 2020 season. Currently the city has approximately 116 youth signed up to play with some additional players from Washington Terrace where they did not have enough to make a full team. The fee for this year is \$390 and has been incorporated in the FY2020 Recreation Budget.

## CLOSED EXECUTIVE SESSION

This will be a continuation/follow up of the closed session from the council’s July 7 meeting.

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

TUESDAY, JULY 21, 2020

WORK SESSION – 5 PM

COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, July 7, 2020. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing and number of people allowed to gather at one time. No action will be taken on any items discussed during pre-council work sessions. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically.

## WORK SESSION AGENDA

**I. CALL TO ORDER – Mayor Russell Porter**

**II. REVIEW OF AGENDA**

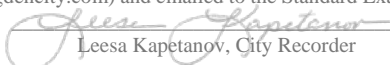
**III. DISCUSSION ITEMS**

- A. Update on Club Heights Park- Jon Andersen
- B. Update on Recycling
- C. Storm Water 101

**IV. ADJOURN**

Posted to the State of Utah Website July 17, 2020

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1<sup>st</sup> and 2<sup>nd</sup> floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on July 17, 2020. Copies were also delivered to each member of the governing body.

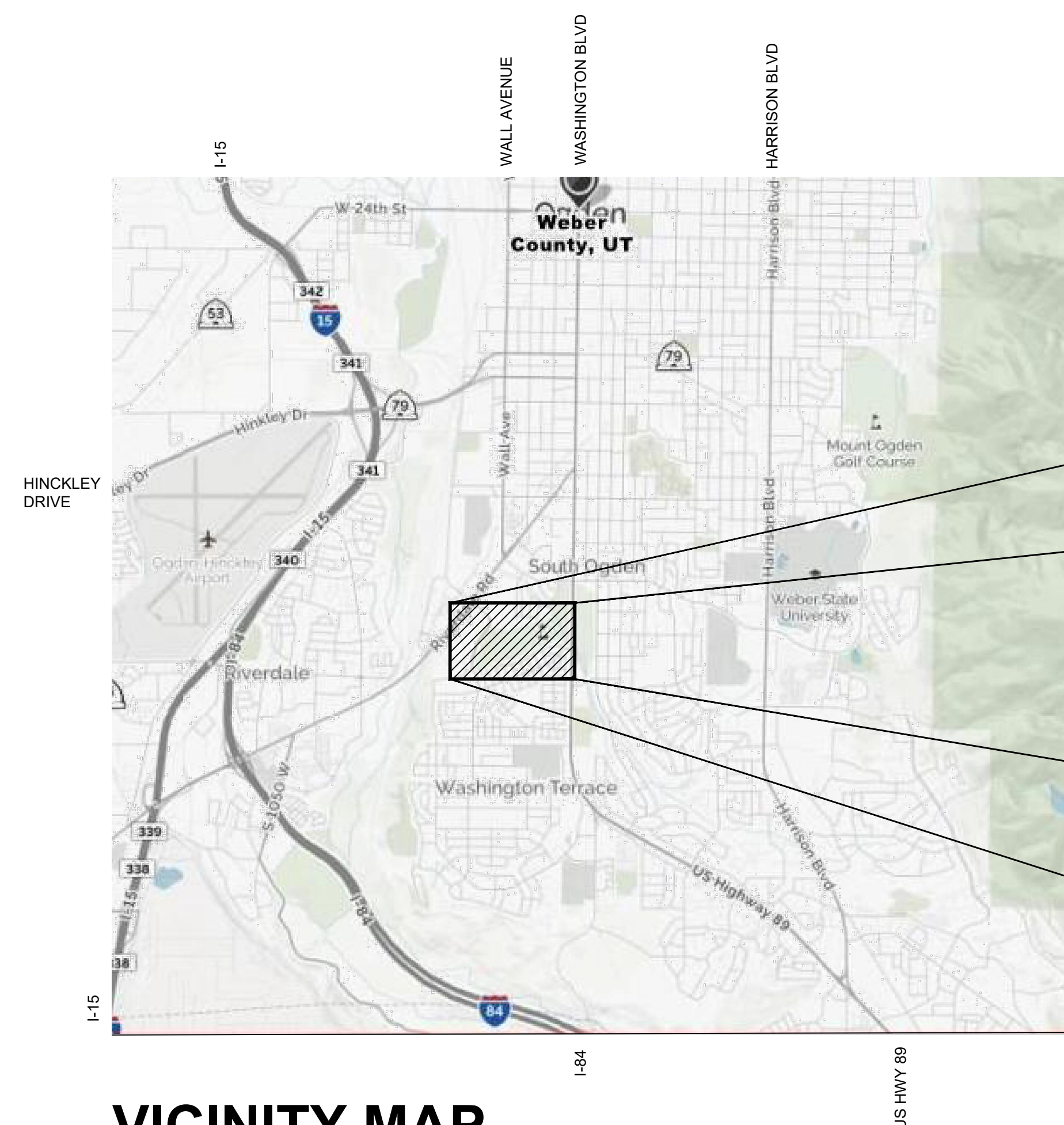
  
Leesa Kapetanov, City Recorder

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.

# SOUTH OGDEN CLUB HEIGHTS PARK ADDITION



LANDSCAPE ARCHITECTURE  
& PLANNING  
Artspace Solar Gardens  
850 South 400 West - Studio 104  
Salt Lake City, Utah 84101  
(801) 474-3300



## VICINITY MAP

SOUTH OGDEN, UTAH 84405  
WEBER COUNTY



## PROJECT LOCATION MAP

4149 SOUTH PALMER DRIVE  
SOUTH OGDEN, UTAH 84405

## CONTACTS

### SOUTH OGDEN CITY

MAYOR	RUSSELL PORTER
CITY MANAGER	MATTHEW DIXON
PARKS AND PUBLIC WORKS DIRECTOR	JON ANDERSON

### DESIGN CONSULTANTS

PROJECT MANAGER	MARK VLASIC
LANDSCAPE ARCHITECTS	HUGH HOLT, SAM TAYLOR
LANDMARK DESIGN	801.474.3300
CIVIL ENGINEERING	
WASATCH CIVIL CONSULTING ENGINEERING	BRAD JENSEN
	801.775.9191
ELECTRICAL	LEWIS WONG
VBFA	801.797.5346

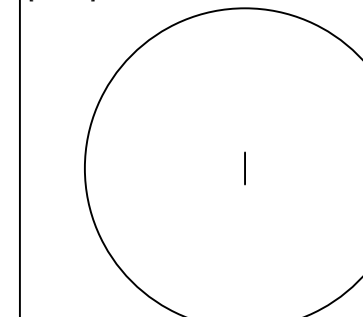
## DRAWING INDEX

GC-001	COVER AND DRAWING INDEX	LI-100	IRRIGATION PLAN
CD-100	DEMOLITION PLAN	LI-101	IRRIGATION SCHEDULES
CU-100	UTILITY PLAN	LI-501	IRRIGATION DETAILS
CG-100	GRADING AND DRAINAGE PLAN	LI-502	IRRIGATION DETAILS
CG-402	SEDIMENT AND EROSION CONTROL PLAN	LI-503	IRRIGATION DETAILS
C-510	CIVIL DETAILS	LP-100	LANDSCAPE PLAN
LS-100	SITE PLAN	LP-501	LANDSCAPE DETAILS
LS-200	MATERIALS PLAN	EG-101	ELECTRICAL NOTES AND SYMBOLS
LS-300	LAYOUT & DIMENSION PLAN	EG-501	ELECTRICAL DETAILS AND SCHEDULES
LS-501	SITE DETAILS	ES-101	ELECTRICAL SITE PLAN
LS-502	SITE DETAILS		
LS-503	SITE DETAILS		
LS-504	SITE DETAILS		
LS-505	SITE DETAILS		
LS-506	SITE DETAILS		
LS-507	SITE DETAILS		

(CONSULTANT)

Original drawings remain the property of the Landscape Architect and as such the Landscape Architect retains total ownership and control. The design represented by these drawings is sold to the client for a one time use, unless otherwise agreed upon in writing by the Landscape Architect.  
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CITY OF SOUTH OGDEN  
CLUB HEIGHTS PARK

4149 South Palmer Drive  
South Ogden, Utah 84405



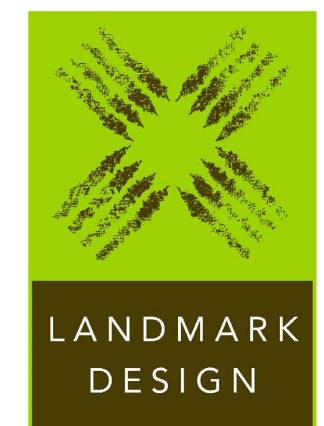
#	Date	Revision

## CONSTRUCTION DOCUMENTS

PROJ. #: 201919  
CHECKED BY: MV  
DRAWN BY: ST/HH  
DATE: 07/20/20

COVER AND  
DRAWING INDEX

G-001



LANDSCAPE ARCHITECTURE & PLANNING  
 Artspace Solar Gardens  
 850 South 400 West - Studio 104  
 Salt Lake City, Utah 84101  
 (801) 474-3300

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CITY OF SOUTH OGDEN  
**CLUB HEIGHTS PARK**  
 4149 South Palmer Drive  
 South Ogden, Utah 84405



# Date Revision

#	Date	Revision

**CONSTRUCTION DOCUMENTS**

PROJ. #: 201919  
 CHECKED BY: MV  
 DRAWN BY: ST/HH  
 DATE: 07/20/20

**SITE PLAN**

**LS-100**

**REFERENCE NOTES SCHEDULE**

SYMBOL	ALTERNATE DESCRIPTION	QTY	DETAIL
A-101	PICNIC SHELTER - 16' X 16'		
A-102	BENCH WITH BACK		
A-103	PICNIC TABLE		
A-104	LITTER RECEPTACLE	12LS-501	
A-105	BICYCLE RACKS	17LS-501	
A-106	PLAY EQUIPMENT - CLIMBING BOULDER - ID SCULPTURE PALISADES BOULDER		
A-107	PLAY EQUIPMENT - 2 TO 5 YEAR OLDS - BERLINER SPOOROO COMBI.03		
A-108	PLAY EQUIPMENT - 5 TO 12 YEAR OLDS - BERLINER COSMO.20		
A-109	PLAY EQUIPMENT - BERLINER DISK		
A-110	PLAY EQUIPMENT - BERLINER EDDIE.02		
A-111	PLAY EQUIPMENT - BERLINER EDDIE.04		
A-112	PLAYGROUND SHADE SAILS		

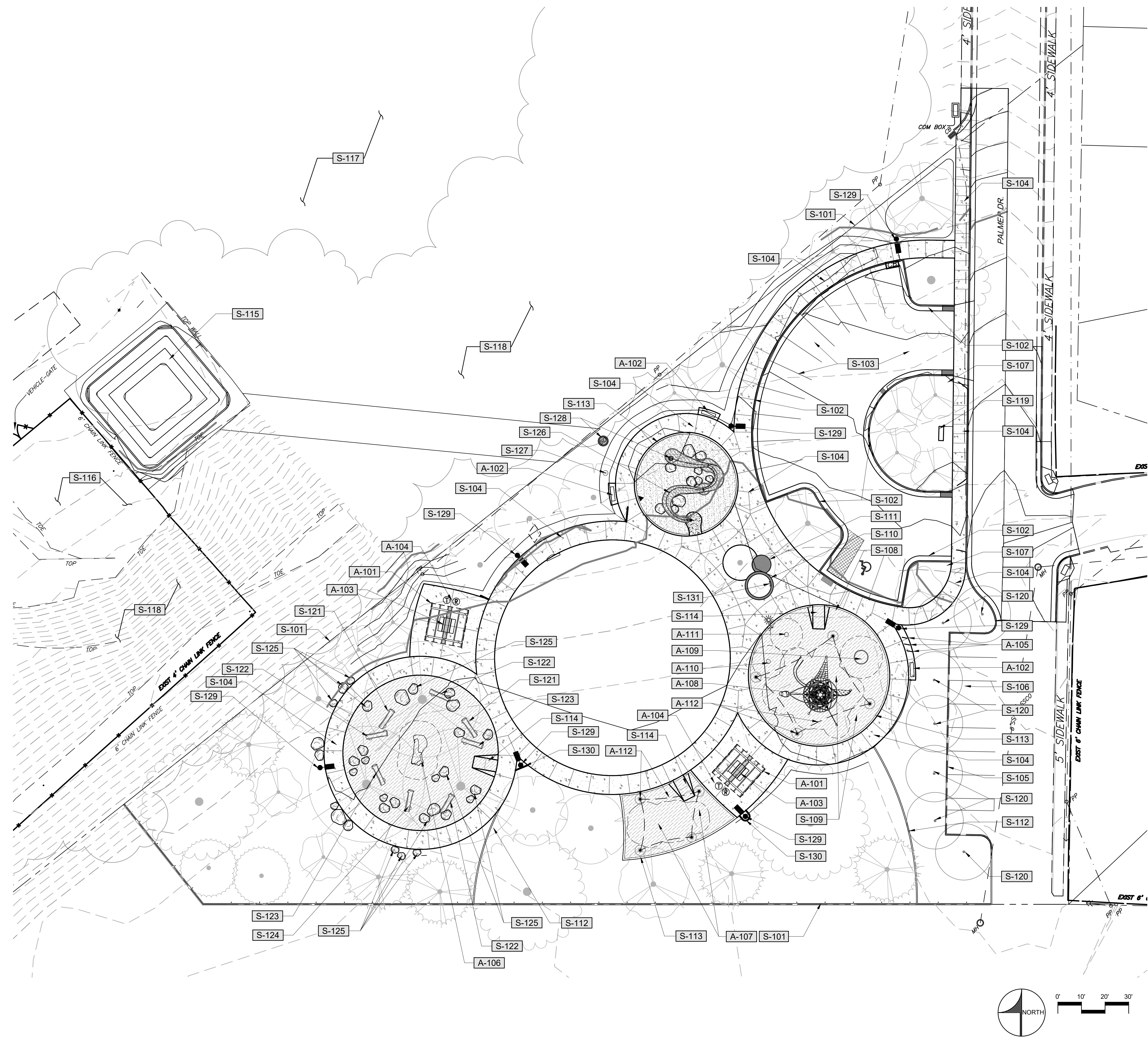
SYMBOL	SITE DESCRIPTION	QTY	DETAIL
S-101	CLUB HEIGHTS PARK PROPERTY LINE		
S-102	CURB AND GUTTER - SEE CIVIL DRAWINGS		
S-103	ASPHALT PARKING AREA WITH PAINTED PARKING STALLS- SEE CIVIL DETAILS		
S-104	CONCRETE SIDEWALK - SEE CIVIL DRAWINGS		
S-105	EXISTING CURB AND GUTTER		
S-106	EXISTING ASPHALT		
S-107	TRAFFIC SIGN (STOP)		
S-108	TRAFFIC SIGN (ADA PARKING)	11LS-501	
S-109	ENGINEERED WOOD FIBER RESILIENT SAFETY SURFACING		
S-110	CONCRETE PLANTER WALL - 24" EXPOSED HEIGHT MAX	6LS-501	
S-111	CONCRETE PLINTH		
S-112	CONCRETE MOWSTRIP- 12" W X 6" D	4LS-501	
S-113	CONCRETE EDGE AT PLAY SURFACING - 18" W X 18" D	5LS-501	
S-114	CONCRETE RAMP DOWN TO PLAY AREA - TOP OF THE LOWER RAMP OF RAMP TO BE 12" BELOW TOP OF SIDEWALK		
S-115	RETENTION BASIN - SEE CIVIL DRAWINGS		
S-116	EXISTING SOUTH OGDEN CLUB HEIGHTS DOG PARK		
S-117	EXISTING SOUTH OGDEN LOWER CLUB HEIGHTS PARK		
S-118	EXISTING NATURAL AREA (SLOPED)		
S-119	CLUB HEIGHTS PARK SIGN - FUTURE BY OTHERS		
S-120	EXISTING TREE - PROTECTION REQUIRED	1LP-501	
S-121	NATURAL WOOD LOG - SMALL 8"-10" DIAMETER	7LS-501	
S-122	NATURAL WOOD LOG - MEDIUM 11"-13" DIAMETER	7LS-501	
S-123	NATURAL WOOD LOG - LARGE 14"-16" DIAMETER	7LS-501	
S-124	NATURAL WOOD LOG - X-LARGE >17" DIAMETER	7LS-501	
S-125	LANDSCAPE BOULDER, TYPICAL	13LS-501	
S-126	WATER FEATURE - SHEET LS-502	1LS-502	
S-127	WATER FEATURE - POINT OF CONNECTION STOP AND WASTE VALVE AND BACKFLOW PREVENTER	4LS-502	
S-128	WATER FEATURE - DRAIN, CONNECT TO STORM DRAIN	9LS-501	
S-129	SITE LIGHTING - POLE LIGHTING - SEE ELECTRICAL DRAWINGS		
S-130	LIGHT POLE MOW CURB	16LS-501	
S-131	PARK RULES SIGN	14LS-501	

**NOTES**

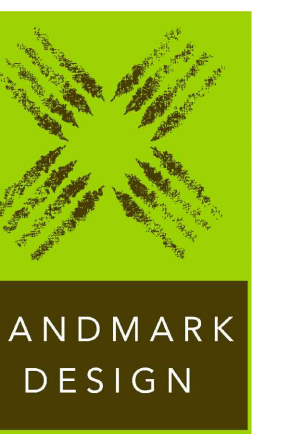
- LAYOUT OF BENCH PADS AND SHELTER PADS HAVE MINIMUM DIMENSIONS. ELEMENTS ALONG A RADIUS ARE PERPENDICULAR TO THE CIRCLE OR ARC.
- SEE SHEET LS-300 FOR LAYOUT N/E COORDINATES AND DIMENSIONS.
- SEE CIVIL DRAWINGS FOR PARKING LOT AND PAVEMENT DETAILS.
- PARKING STALLS TO BE PAINTED WITH STANDARD 4" WIDE WHITE LINE. ACCESSIBLE STALLS TO ALSO BE PAINTED WITH UNIVERSAL ADA SYMBOL AND COLOR.

**ALTERNATES**

- ALTERNATES ARE NOTED ON THE PLAN AND IN THE SCHEDULE. ALTERNATE ITEMS ARE INCLUDED IN THE SPECIFICATIONS AND INCLUDE PROVIDING AND INSTALLATION.
  - PICNIC SHELTER - 16' X 16', FOOTINGS ESTIMATED AS 3.5' DIAMETER, 10" DEEP WITH REBAR
  - BENCHES WITH BACKS
  - PICNIC TABLES
  - LITTER RECEPTACLES
  - BICYCLE RACKS
  - PLAYGROUND EQUIPMENT - CLIMBING BOULDER
  - PLAYGROUND EQUIPMENT - 2-5 YEAR OLD
  - PLAYGROUND EQUIPMENT - 5-12 YEAR OLD - INCLUDING PLAY STRUCTURE, DISK, AND SPINNERS
  - PLAYGROUND SHADE SAILS - INCLUDING SAIL, POSTS, AND FOOTINGS



Planning & Preparation: L. Cameron, SOUTH OGDEN CLUB HEIGHTS PARK, 07/20/2020  
 Planning & Preparation: L. Cameron, SOUTH OGDEN CLUB HEIGHTS PARK, 07/20/2020

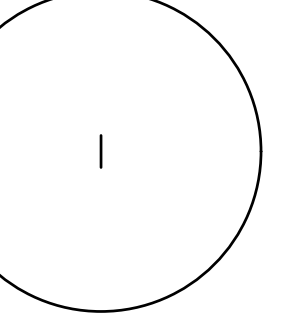


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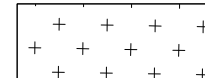



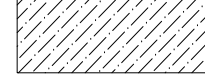
**CONSTRUCTION DOCUMENTS**

PROJ. #: 201919  
CHECKED BY: MV  
DRAWN BY: ST/HH  
DATE: 07/20/20

**MATERIALS PLAN**

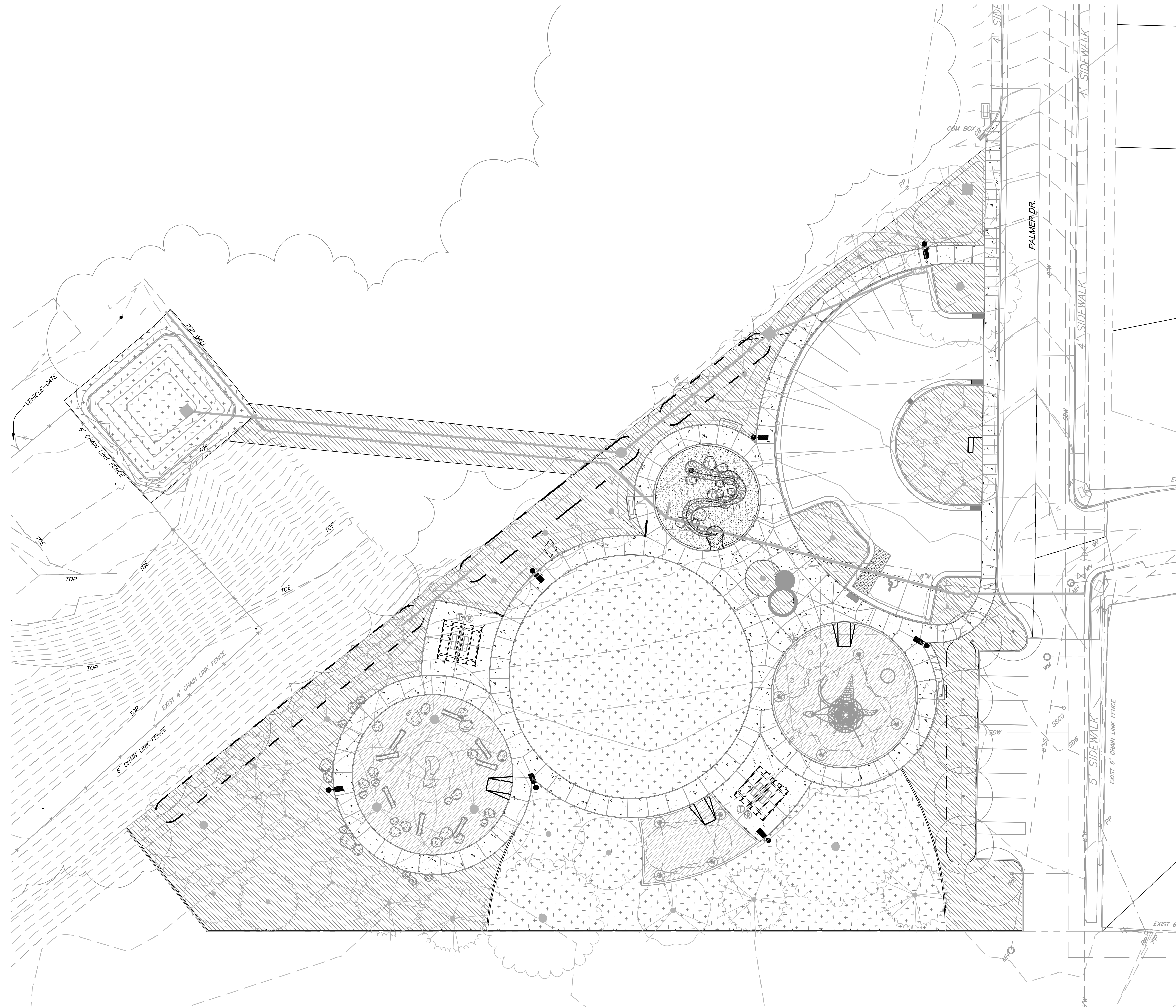
**LS-200**

**LEGEND**

-  SOD - 6" TOPSOIL REQUIRED  
SPECIFICATIONS SECTION 32 90 00
-  CONCRETE FLATWORK  
SEE CIVIL DETAILS AND SPECIFICATIONS
-  SHREDDED WOOD MULCH - 3" DEEP OVER 12" TOPSOIL  
SPECIFICATION SECTION 32 90 00
-  SAND IN WATER PLAY AREA  
SPECIFICATION SECTION 32 29 10
-  ENGINEERED WOOD FIBER MULCH RESILIENT PLAY SURFACING  
SPECIFICATION SECTION 11 68 13

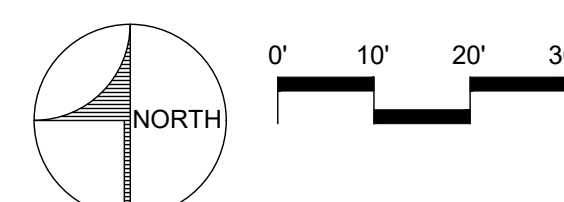
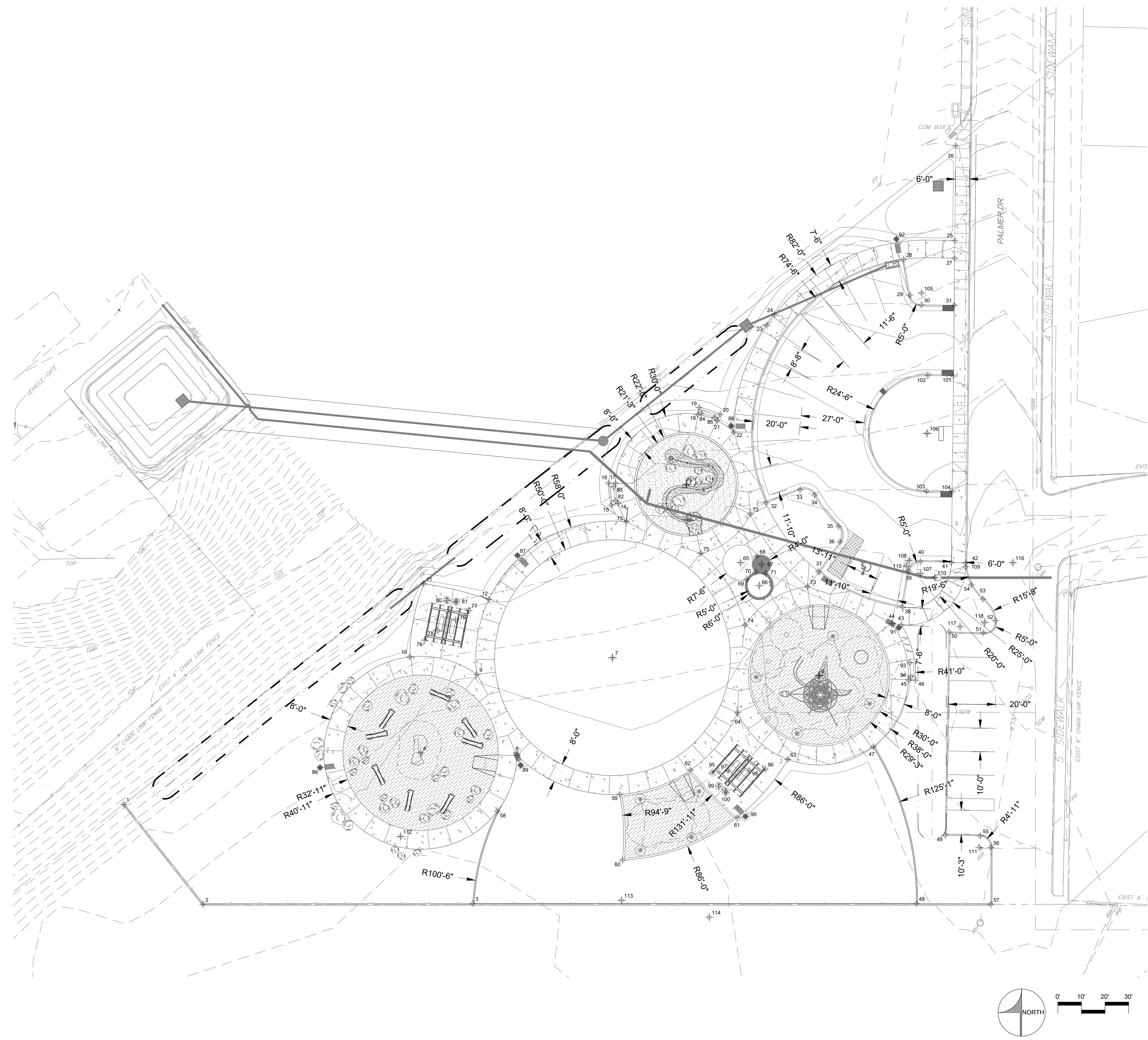
**GENERAL SITE MATERIALS NOTES**

1. THIS DRAWING REFLECTS GENERAL LAYOUT AND RELATIONSHIPS. SEE CIVIL DRAWINGS FOR CONCRETE AND ASPHALT SECTION REQUIREMENTS.
2. TOPSOIL - PLACE 6" DEEP IN SOD AREAS AND 12" DEEP IN PLANTING AREAS. ADDITIONAL TOPSOIL MAY BE NEEDED IN TREE PLANTING PITS.
3. SAND TO BE 12" DEEP IN WATER PLAY AREA - CONTRACTOR TO ANALYZE SUBGRADE AND PROVIDE SUB-SURFACE DRAINAGE AS REQUIRED.
4. ENGINEERED WOOD FIBER TO BE 12" DEEP IN PLAY AREAS - CONTRACTOR TO ANALYZE SUBGRADE AND PROVIDE SUB-SURFACE DRAINAGE AS REQUIRED.



Drawing: P:\PROJECTS\11\CONSTRUCTION\OGDEN CLUB HEIGHTS PARK\Documents\OGDEN-LS-200\LS-200.dwg  
 Plotted on: 7/20/2020 10:07 AM

Drawing: P:\PROJECTS\LS-CORRECTIONS\03041 SOUTH OGDEN CLUB HEIGHTS PARK\DRAWINGS\SCH\LS-LAYOUT DIMENSION.dwg  
 Plotted on: 1/19/2020 9:58 AM

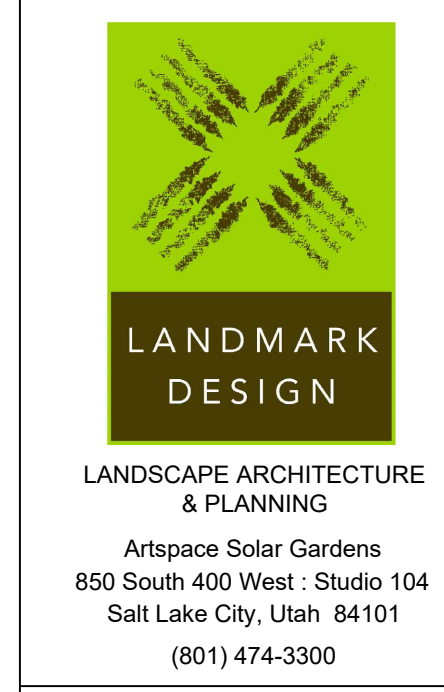


**NORTHING/EASTING POINT SCHEDULE**

POINT	DESCRIPTION	NORTHING	EASTING
1	END OF FENCE	N 3592247.37	E 1508501.47
2	CHANGE IN FENCE ANGLE	N 3592204.93	E 1508635.06
3	INTERSECTION OF EDGINGS & MOWSTRIP	N 3592205.31	E 1508649.81
4	CENTER OF NATURAL PLAY AREA	N 3592269.20	E 1508627.43
5	CENTER OF WATER PLAY AREA	N 3592383.01	E 1508740.38
6	CENTER OF PLAYGROUND	N 3592301.93	E 1508796.43
7	CENTER OF CIRCULAR LAWN AREA	N 3592305.54	E 1508708.87
8	INTERSECTION OF SIDEWALKS	N 3592268.02	E 1508668.37
9	INTERSECTION OF SIDEWALKS	N 3592302.49	E 1508651.30
10	INTERSECTION OF SIDEWALK & CONCRETE PAD	N 3592309.91	E 1508622.87
11	CORNER OF CONCRETE PAD	N 3592340.95	E 1508628.80
12	INTERSECTION OF SIDEWALK & CONCRETE PAD	N 3592334.28	E 1508656.40
13	INTERSECTION OF SIDEWALKS	N 3592367.25	E 1508714.73
14	INTERSECTION OF SIDEWALK & CONCRETE PAD	N 3592375.06	E 1508711.28
15	CORNER OF CONCRETE PAD	N 3592374.25	E 1508708.39
16	CORNER OF CONCRETE PAD	N 3592383.62	E 1508707.16
17	INTERSECTION OF SIDEWALK & CONCRETE PAD	N 3592383.58	E 1508710.16
18	INTERSECTION OF SIDEWALK & CONCRETE PAD	N 3592412.76	E 1508745.13
19	CORNER OF CONCRETE PAD	N 3592415.71	E 1508745.62
20	CORNER OF CONCRETE PAD	N 3592412.83	E 1508754.62
21	INTERSECTION OF SIDEWALK & CONCRETE PAD	N 3592410.14	E 1508753.31
22	INTERSECTION OF SIDEWALKS	N 3592405.31	E 1508760.41
23	INTERSECTION OF SIDEWALK & TRAIL	N 3592450.67	E 1508774.46
24	INTERSECTION OF SIDEWALK & TRAIL	N 3592455.10	E 1508777.67
25	INTERSECTION OF SIDEWALKS	N 3592486.57	E 1508854.12
26	PROPERTY CORNER	N 3592526.82	E 1508854.55
27	INTERSECTION OF SIDEWALKS	N 3592479.07	E 1508854.04
28	INTERSECTION OF SIDEWALK & INSIDE CURB	N 3592478.59	E 1508832.43
29	CURVE ENDPOINT	N 3592463.42	E 1508835.11
30	CURVE ENDPOINT	N 3592459.29	E 1508839.98
31	INTERSECTION OF SIDEWALK & INSIDE CURB	N 3592459.08	E 1508853.91
32	INTERSECTION OF SIDEWALK & INSIDE CURB	N 3592375.31	E 1508773.97
33	CURVE ENDPOINT	N 3592380.85	E 1508786.46
34	CURVE ENDPOINT	N 3592378.56	E 1508794.84
35	CURVE ENDPOINT	N 3592365.34	E 1508804.41
36	CURVE ENDPOINT	N 3592358.77	E 1508805.44
37	INTERSECTION OF SIDEWALK & INSIDE CURB	N 3592346.19	E 1508796.36
38	INTERSECTION OF SIDEWALK & INSIDE CURB	N 3592331.00	E 1508831.94
39	CURVE ENDPOINT	N 3592346.35	E 1508834.65
40	CURVE ENDPOINT	N 3592350.29	E 1508839.59
41	INTERSECTION OF SIDEWALK & INSIDE CURB	N 3592350.08	E 1508852.68
42	CURVE ENDPOINT	N 3592349.82	E 1508858.69
43	INTERSECTION OF SIDEWALK & CONCRETE PAD	N 3592323.53	E 1508831.46
44	INTERSECTION OF SIDEWALKS	N 3592324.14	E 1508827.46
45	INTERSECTION OF SIDEWALK & CONCRETE PAD	N 3592300.18	E 1508834.50
46	CORNER OF CONCRETE PAD	N 3592300.04	E 1508837.50
47	INTERSECTION OF SIDEWALK & MOWSTRIP	N 3592271.78	E 1508819.53
48	INTERSECTION OF SIDEWALK & MOWSTRIP	N 3592205.31	E 1508837.83
49	CORNER OF CURB	N 3592234.28	E 1508850.50
50	CORNER OF CURB	N 3592320.49	E 1508851.68
51	CURVE ENDPOINT	N 3592320.17	E 1508866.24
52	CURVE ENDPOINT	N 3592325.30	E 1508871.54
53	CURVE ENDPOINT	N 3592334.44	E 1508869.61
54	CURVE ENDPOINT	N 3592340.48	E 1508861.12
55	CURVE ENDPOINT	N 3592234.01	E 1508864.95
56	CURVE ENDPOINT	N 3592229.08	E 1508869.45
57	END OF FENCE	N 3592204.94	E 1508869.46
58	INTERSECTION OF SIDEWALK & MOWSTRIP	N 3592244.45	E 1508660.06
59	INTERSECTION OF SIDEWALKS & CURB	N 3592251.62	E 1508711.93
60	CORNER OF CURB	N 3592223.65	E 1508713.10
61	INTERSECTION OF CURB CORNER & CONCRETE PAD	N 3592241.76	E 1508781.79
62	INTERSECTION OF CURB CORNER & CONCRETE PAD	N 3592261.96	E 1508742.03
63	INTERSECTION OF SIDEWALK & CONCRETE PAD	N 3592266.43	E 1508783.28
64	INTERSECTION OF SIDEWALKS	N 3592286.25	E 1508781.88
65	CENTER OF PLANTING BED	N 3592349.89	E 1508763.25
66	CENTER OF RAISED PLANTER	N 3592340.14	E 1508771.16
67	CENTER OF PLINTH	N 3592349.09	E 1508772.15
68	INTERSECTION OF PLINTH & PLANTING BED	N 3592352.61	E 1508770.24
69	INTERSECTION OF PLANTING BED & RAISED PLANTER	N 3592342.84	E 1508765.80
70	INTERSECTION OF PLINTH, PLANTING BED & R. PLANTER	N 3592345.95	E 1508769.67
71	INTERSECTION OF RAISED PLANTER & PLINTH	N 3592345.49	E 1508773.88
72	INTERSECTION OF SIDEWALKS	N 3592370.50	E 1508787.26
73	INTERSECTION OF SIDEWALKS	N 3592339.72	E 1508791.66
74	INTERSECTION OF SIDEWALKS	N 3592323.47	E 1508765.17
75	INTERSECTION OF SIDEWALKS	N 3592353.81	E 1508746.54
76	CORNER OF PAVILION	N 3592317.04	E 1508629.14
77	CORNER OF PAVILION	N 3592329.68	E 1508647.90
78	CORNER OF PICNIC TABLE	N 3592321.06	E 1508634.70
79	CORNER OF PICNIC TABLE	N 3592325.71	E 1508642.33
80	CENTER OF TRASH RECEPTACLE	N 3592333.99	E 1508638.57
81	CENTER OF RECYCLING RECEPTACLE	N 3592333.29	E 1508642.55
82	CORNER OF BENCH	N 3592376.18	E 1508710.04
83	CORNER OF BENCH	N 3592382.14	E 1508709.54
84	CORNER OF BENCH	N 3592413.30	E 1508746.56
85	CORNER OF BENCH	N 3592411.47	E 1508752.27
86	CENTER OF LIGHT POLE	N 3592407.88	E 1508759.21
87	CENTER OF LIGHT POLE	N 3592352.99	E 1508668.53
88	CENTER OF LIGHT POLE	N 3592282.93	E 1508694.77
89	CENTER OF LIGHT POLE	N 3592263.98	E 1508669.90
90	CENTER OF LIGHT POLE	N 3592242.24	E 1508765.30
91	CENTER OF LIGHT POLE	N 3592322.25	E 1508830.30
92	CENTER OF LIGHT POLE	N 3592487.23	E 1508829.35
93	CORNER OF BENCH	N 3592307.44	E 1508835.04
94	CORNER OF BENCH	N 3592301.45	E 1508835.43
95	CORNER OF PAVILION	N 3592260.95	E 1508751.10
96	CORNER OF PAVILION	N 3592262.30	E 1508773.69
97	CORNER OF PICNIC TABLE	N 3592261.58	E 1508757.83
98	CORNER OF PICNIC TABLE	N 3592261.71	E 1508766.87
99	CENTER OF TRASH RECEPTACLE	N 3592255.07	E 1508754.01
100	CENTER OF RECYCLING RECEPTACLE	N 3592252.50	E 1508756.96
101	INTERSECTION OF SIDEWALK & CURB	N 3592429.07	E 1508853.52
102	CURVE ENDPOINT	N 3592429.26	E 1508842.66
103	CURVE ENDPOINT	N 3592380.27	E 1508842.15
104	INTERSECTION OF SIDEWALK & CURB	N 3592380.07	E 1508853.00
105	RADIUS CENTER	N 3592464.29	E 1508840.03
106	RADIUS CENTER	N 3592404.76	E 1508842.40
107	RADIUS CENTER	N 3592345.29	E 1508839.53
108	RADIUS CENTER	N 3592350.80	E 1508834.77
109	CURVE ENDPOINT	N 3592348.16	E 1508858.58
110	RADIUS CENTER	N 3592343.54	E 1508845.69
111	RADIUS CENTER	N 3592229.10	E 1508864.53
112	RADIUS CENTER	N 3592333.73	E 1508618.91
113	RADIUS CENTER	N 3592206.62	E 1508712.73
114	RADIUS CENTER	N 3592199.50	E 1508749.95
115	RADIUS CENTER	N 3592348.43	E 1508833.75
116	RADIUS CENTER	N 3592349.88	E 1508878.77
117	RADIUS CENTER	N 3592322.74	E 1508856.37
118	RADIUS CENTER	N 3592324.65	E 1508866.86

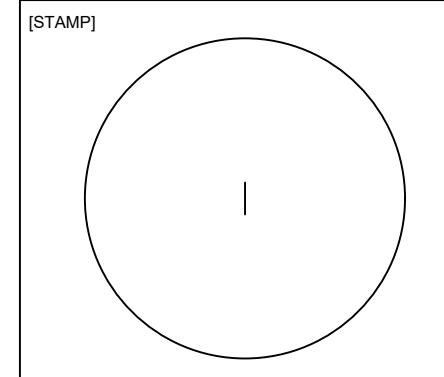
**GENERAL LAYOUT & DIMENSION NOTES**

- THE CONTRACTOR MUST EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IN WRITING OF ANY UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
- BEFORE ANY EXCAVATION CONTACT "BLUE STAKES" OR NOTIFY APPROPRIATE UTILITY COMPANIES, AND COORDINATE WITH THE GENERAL CONTRACTOR FOR THE LOCATION OF UTILITIES, SLEEVES, CONDUITS, ETC.
- FINAL SITE LAYOUT SHALL BE APPROVED IN THE FIELD BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.
- NORTHING/EASTING COORDINATES ARE RELATIVE TO EACH OTHER BASED ON SURVEY INFORMATION PROVIDED BY THE CITY.
- EVEN THOUGH COORDINATES HAVE HIGH LEVELS OF PRECISION, THE INTENT IS TO GIVE GENERAL DIRECTION OF THE LAYOUT. SOME VARIATION IS ANTICIPATED TO ALLOW SMOOTH TRANSITIONS AND CONNECTIONS BETWEEN POINTS AND ELEMENTS.



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**CITY OF SOUTH OGDEN**  
**CLUB HEIGHTS PARK**  
 4149 South Palmer Drive  
 South Ogden, Utah 84405



#	Date	Revision

**CONSTRUCTION DOCUMENTS**

PROJ. #: 201919  
 CHECKED BY: MV  
 DRAWN BY: ST/HH  
 DATE: 07/20/20

**LAYOUT & DIMENSION PLAN**

**LS-300**

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CITY OF SOUTH OGDEN  
**CLUB HEIGHTS PARK**  
 4149 South Palmer Drive  
 South Ogden, Utah 84405



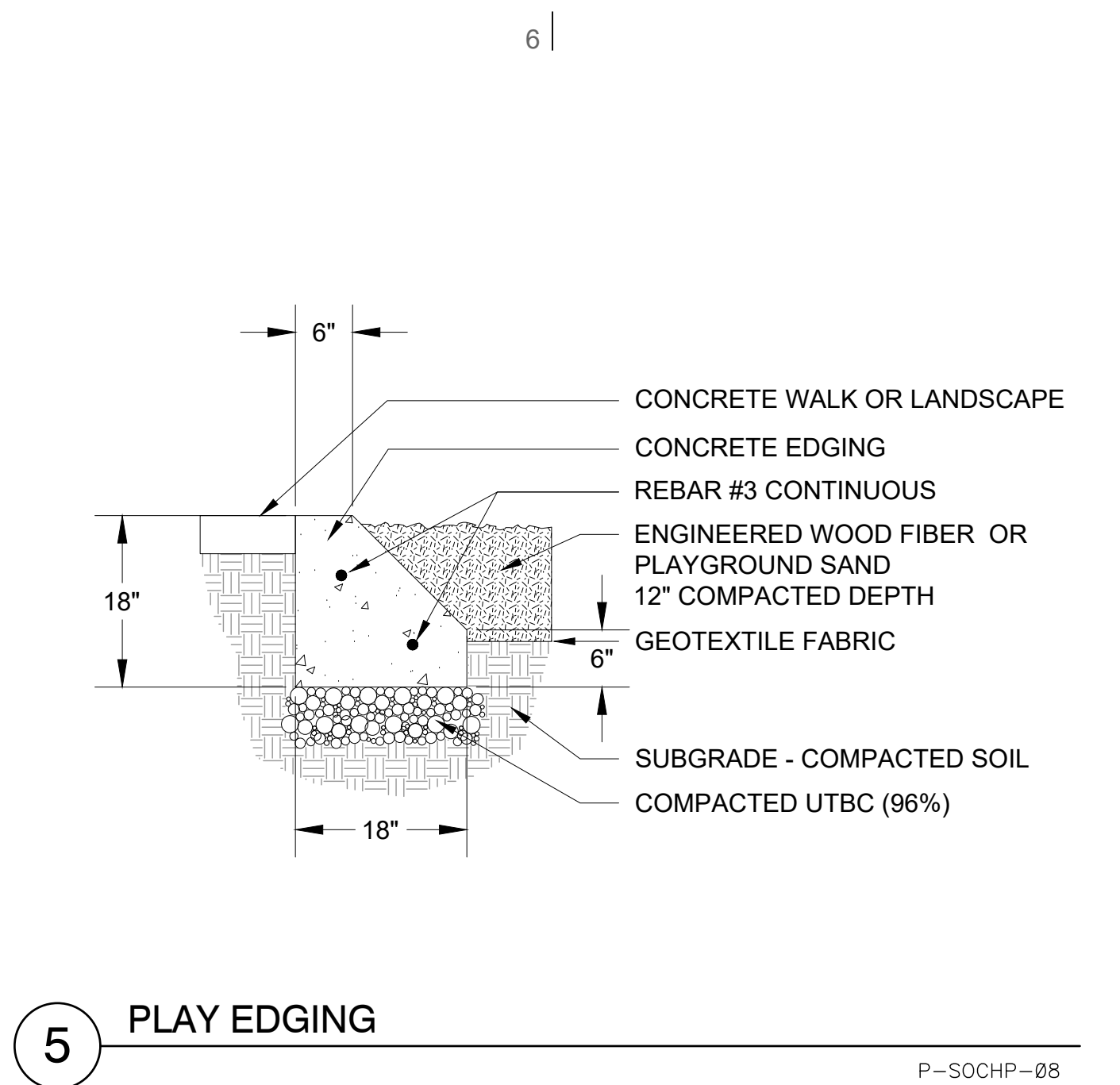
# Date Revision

CONSTRUCTION DOCUMENTS

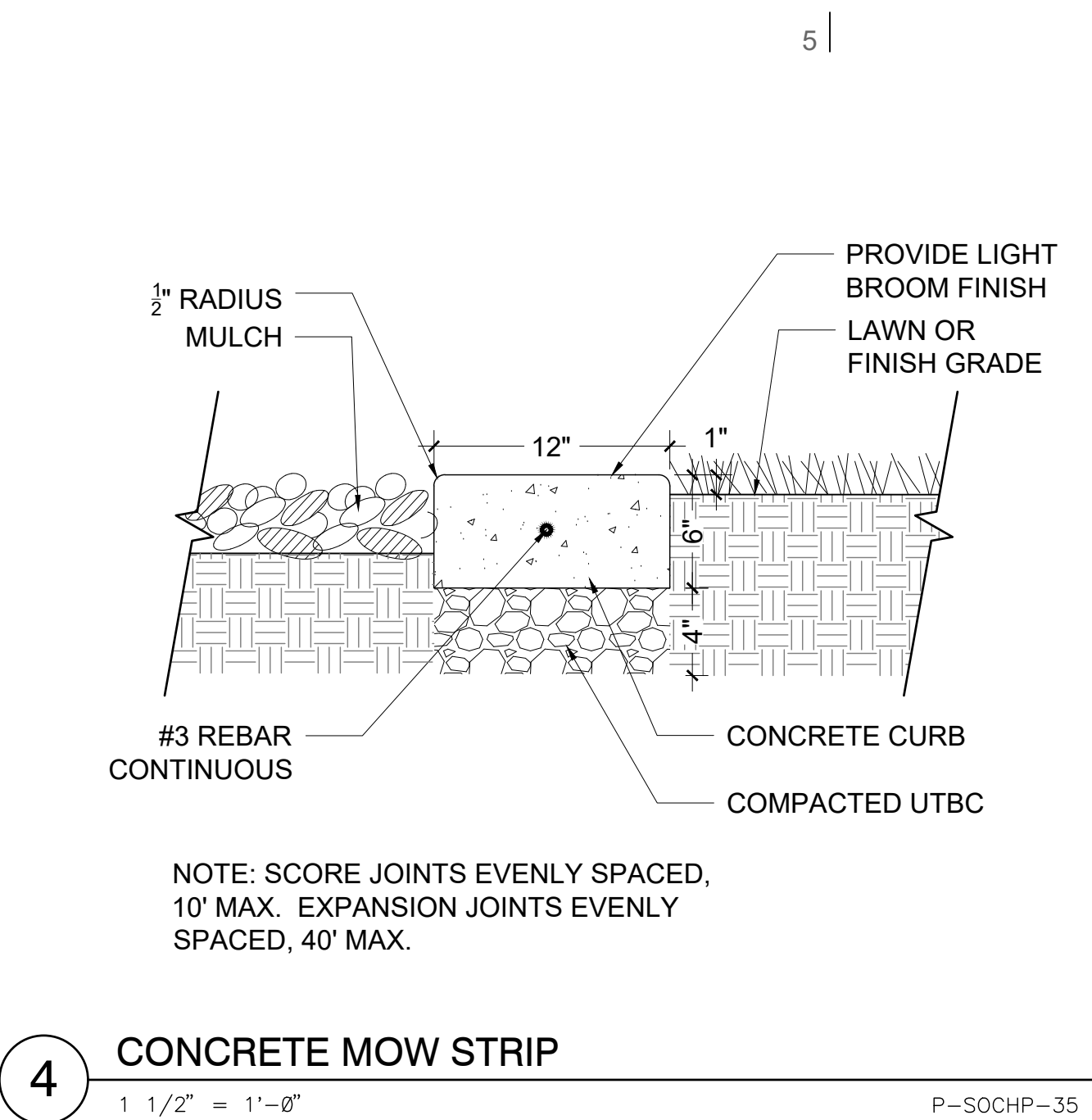
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 CHECKED BY: MIV  
 DRAWN BY: ST/HH  
 DATE: 07/20/20

SITE DETAILS

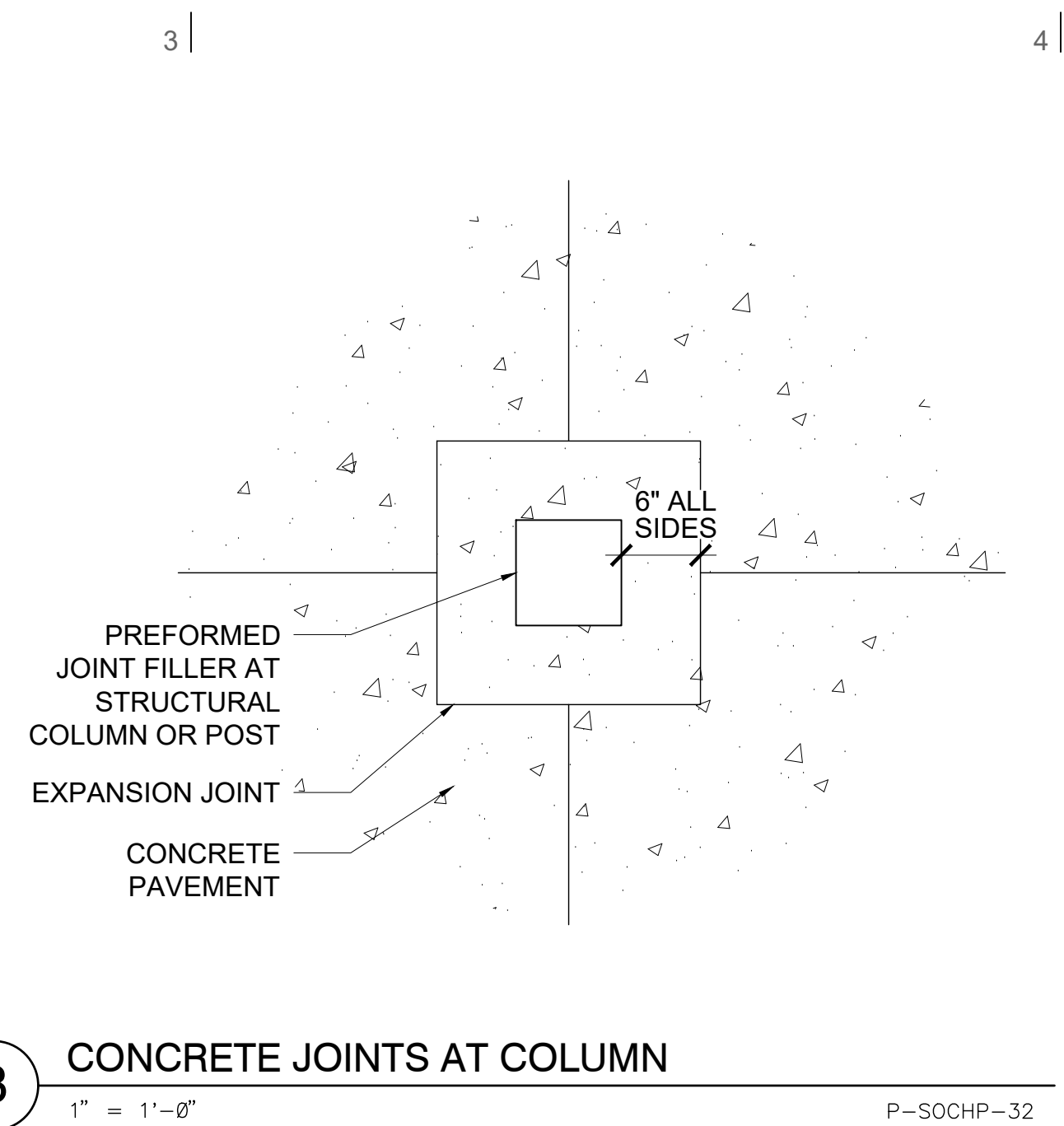
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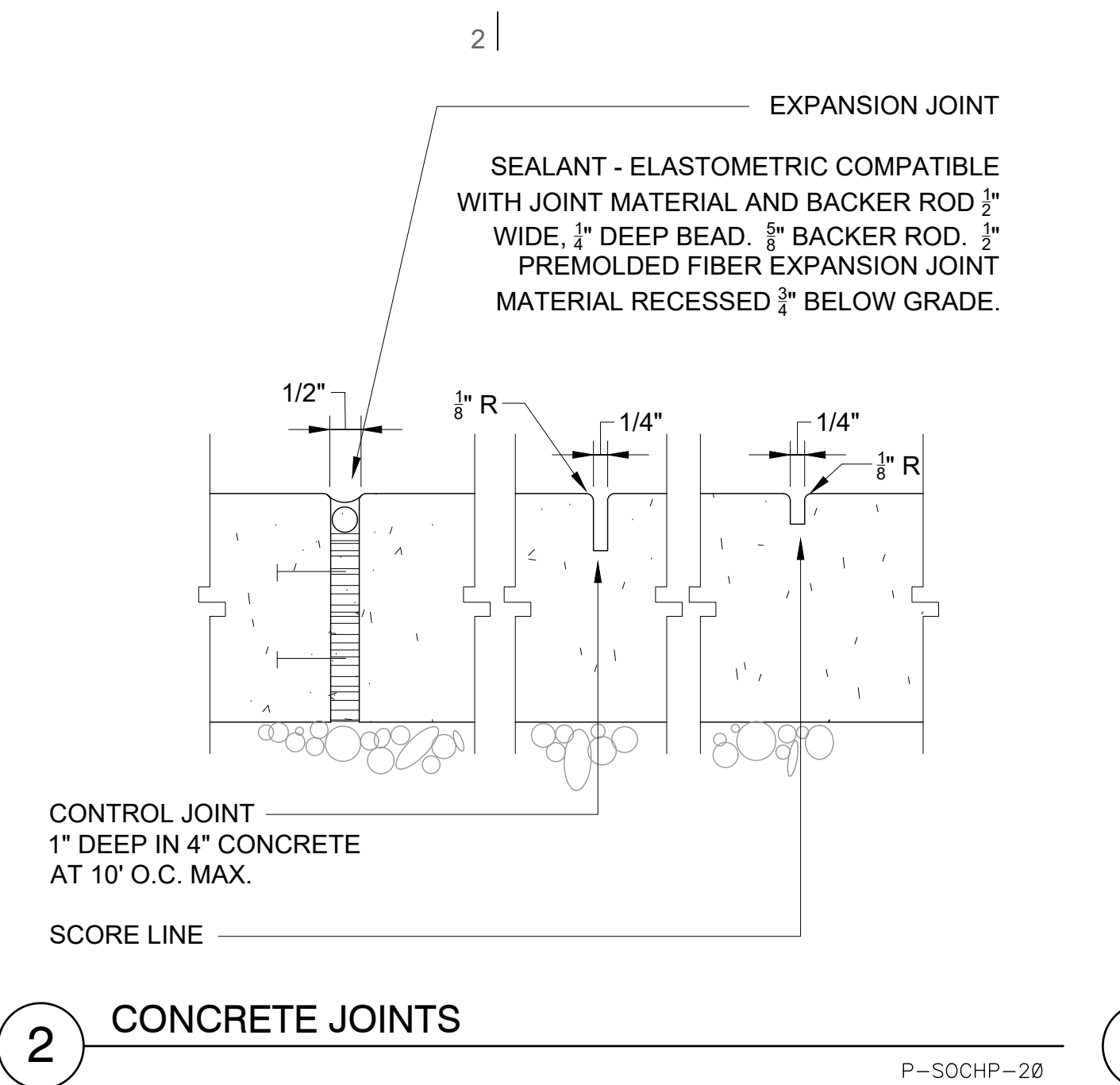
5 PLAY EDGING P-SOCHP-08



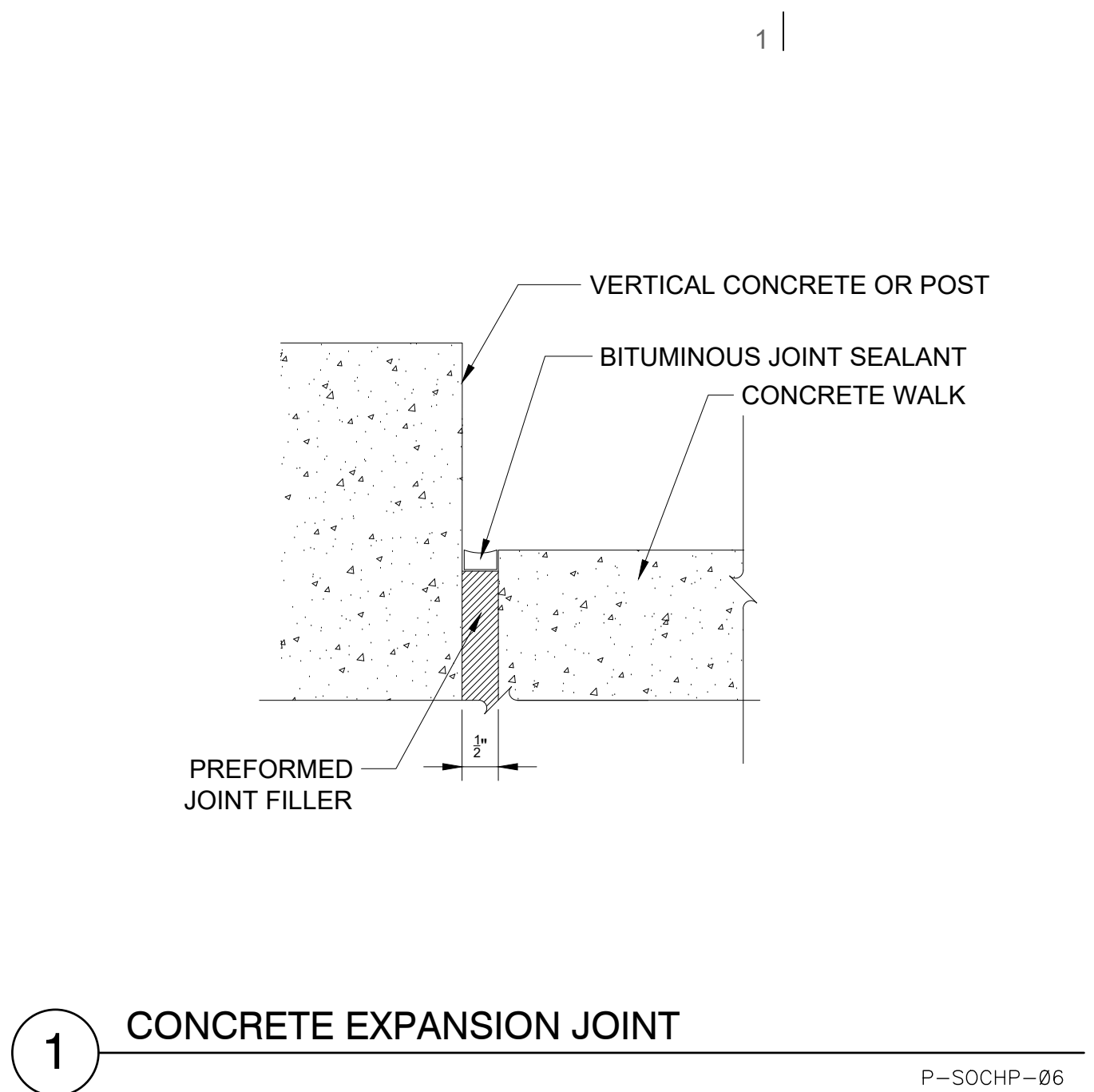
4 CONCRETE MOW STRIP P-SOCHP-35



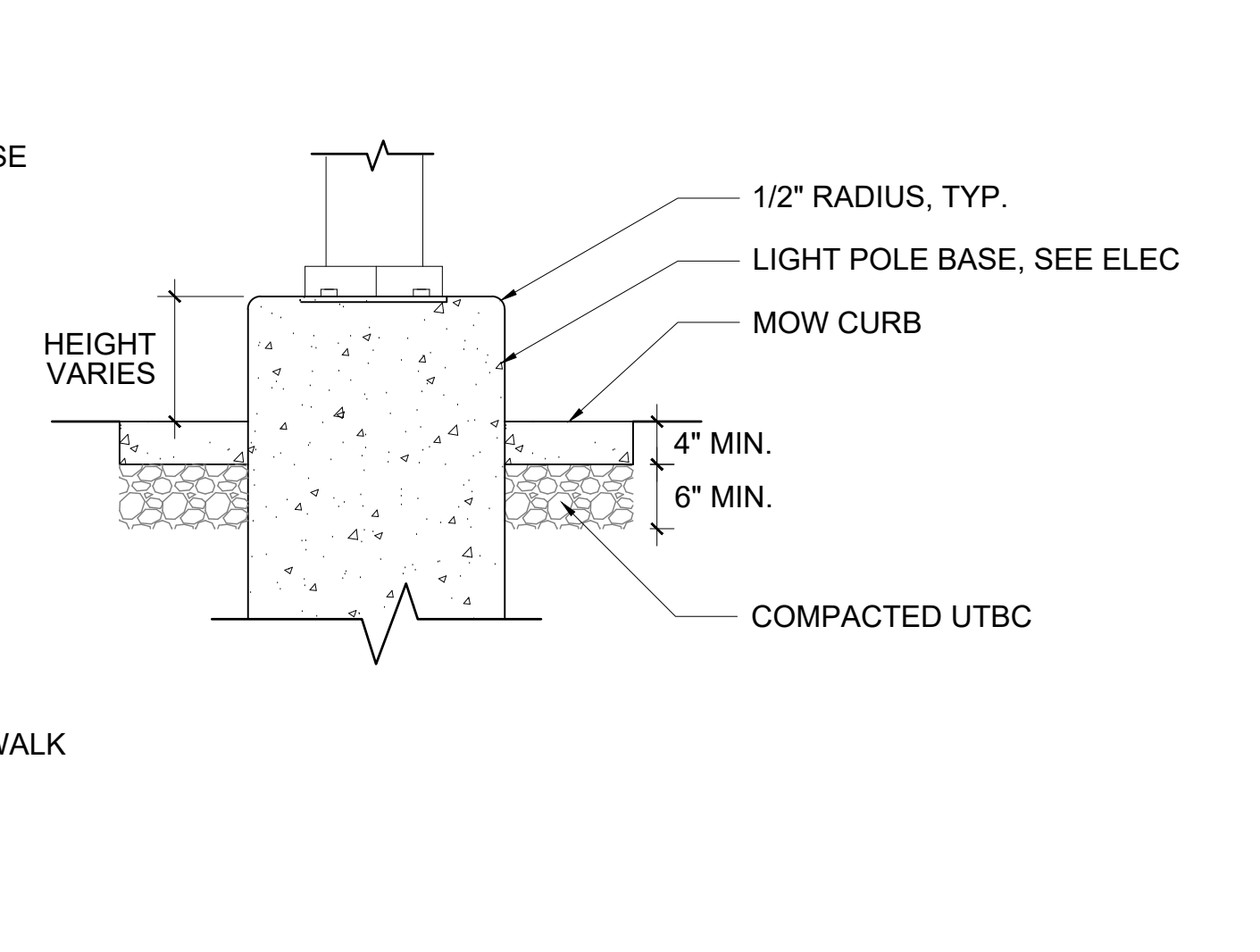
3 CONCRETE JOINTS AT COLUMN P-SOCHP-82



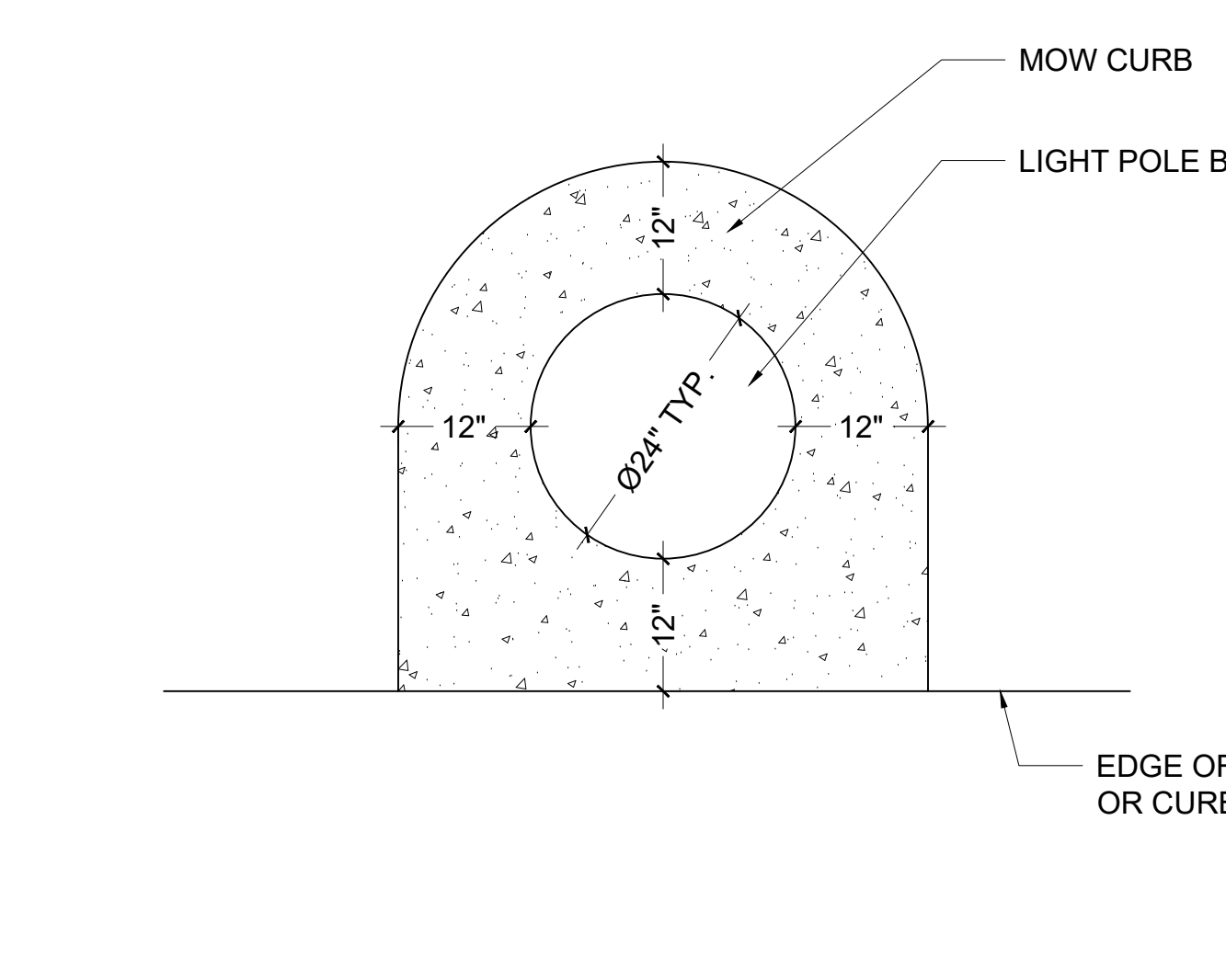
2 CONCRETE JOINTS P-SOCHP-28



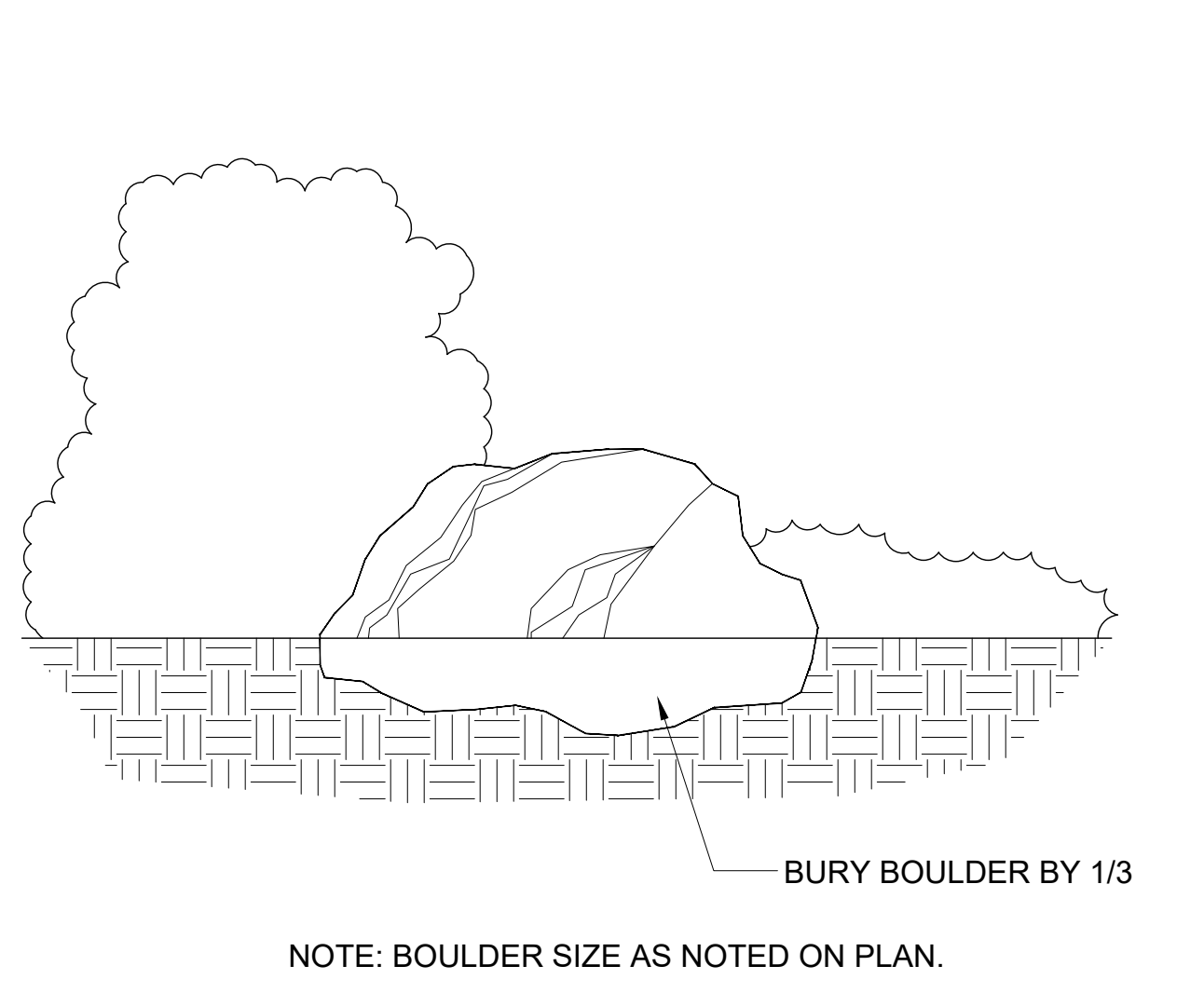
1 CONCRETE EXPANSION JOINT P-SOCHP-06



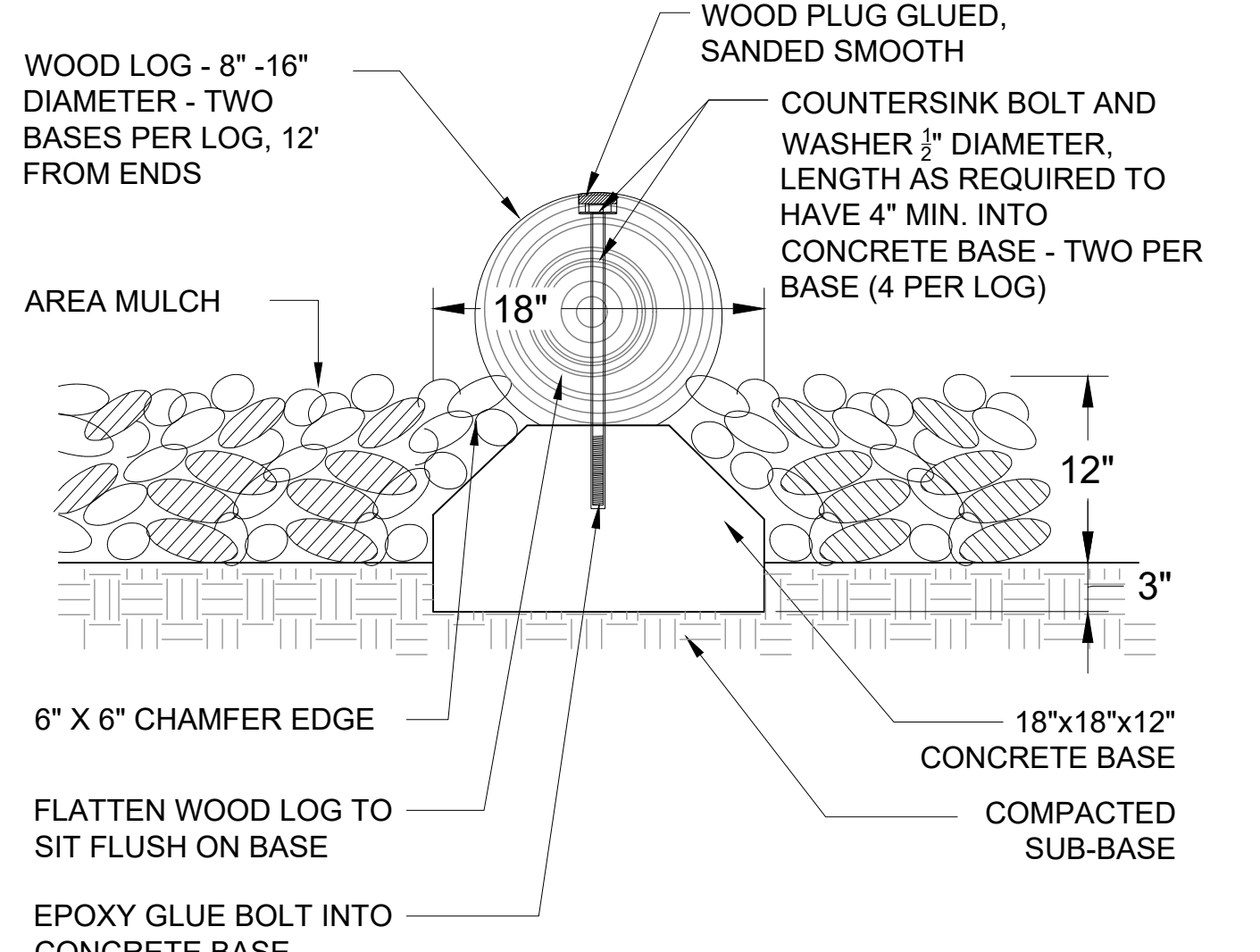
9 LIGHT POLE MOW CURB P-SOCHP-97



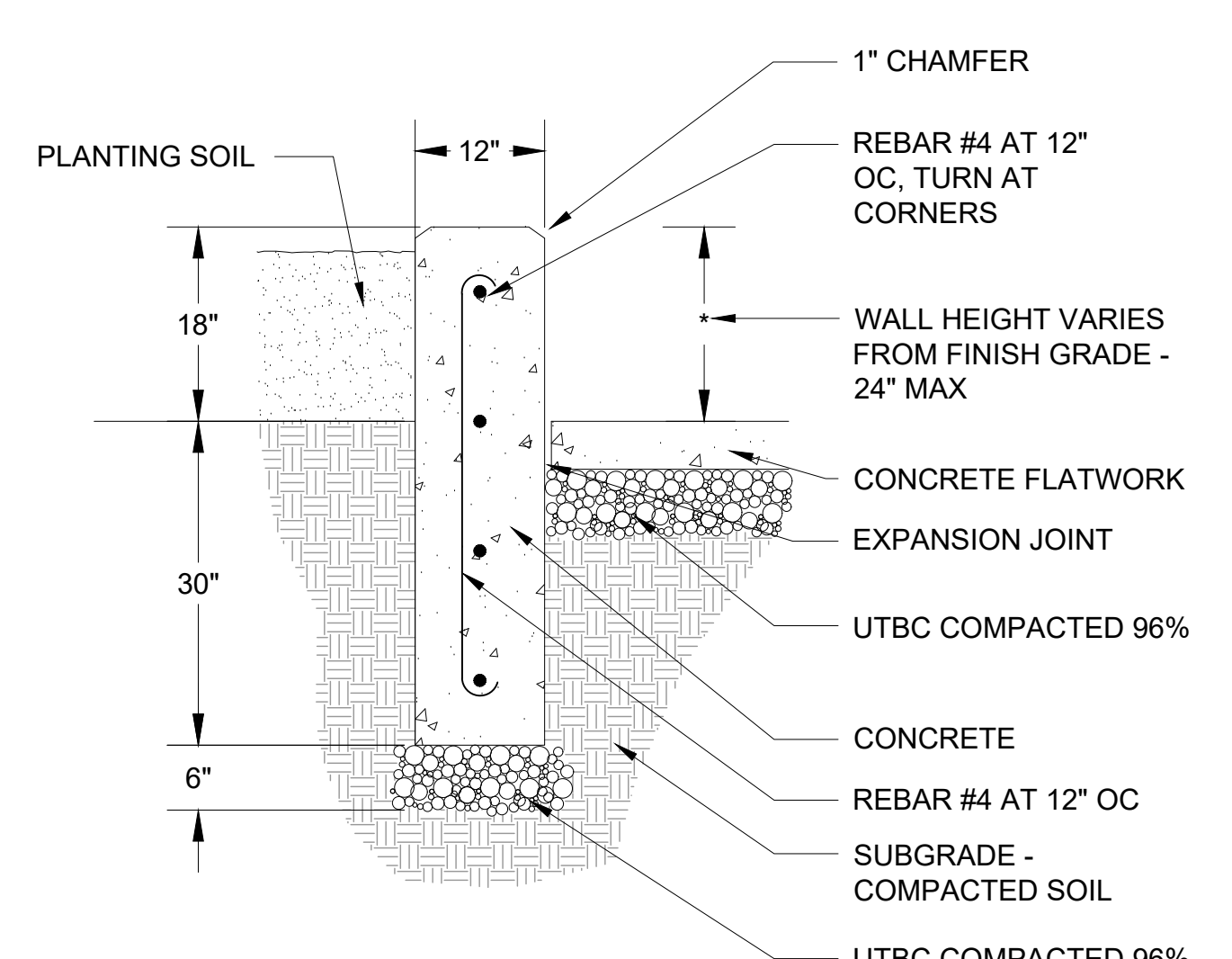
8 LANDSCAPE BOULDER P-SOCHP-86



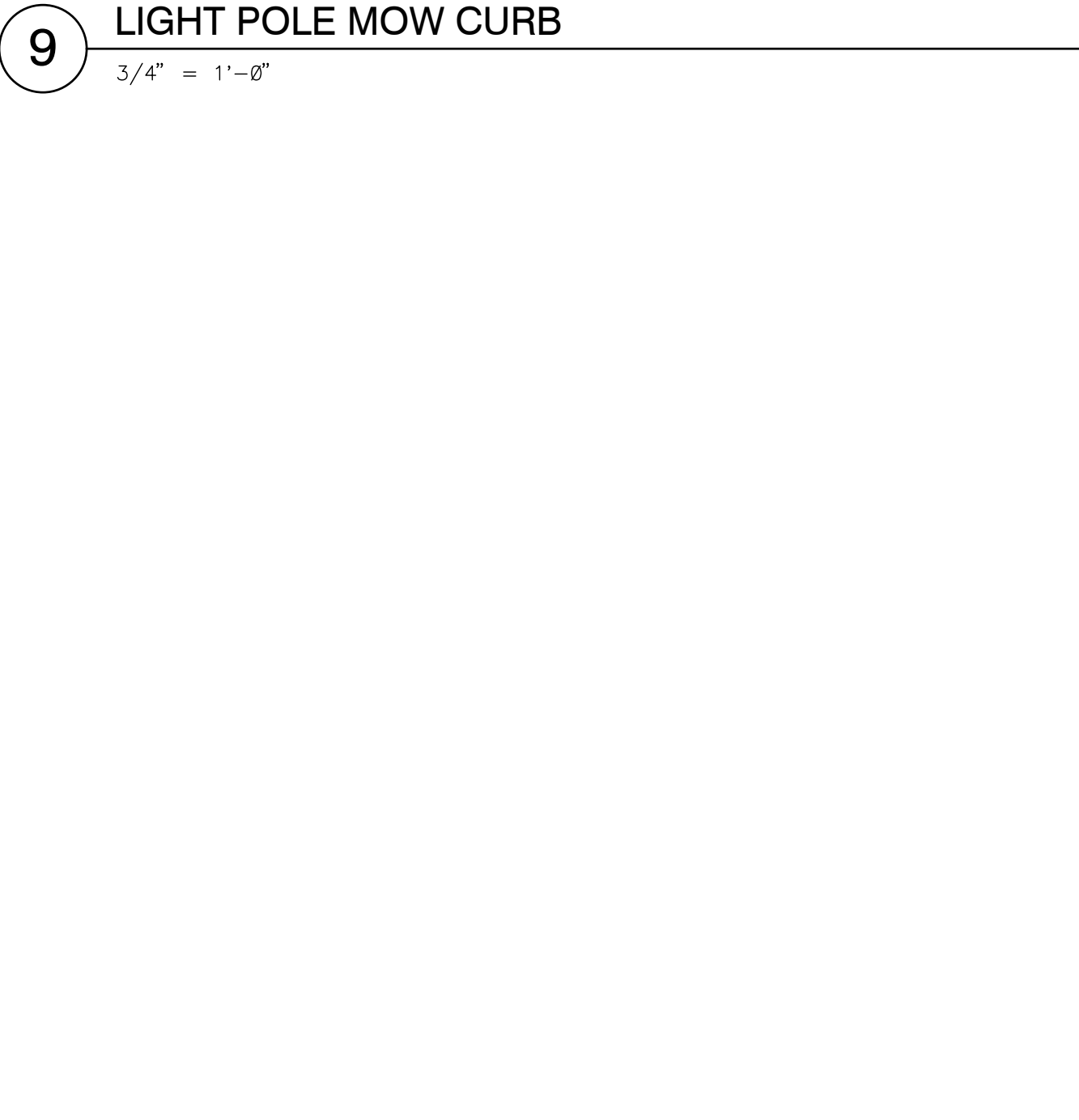
7 WOOD LOG BASE P-SOCHP-108



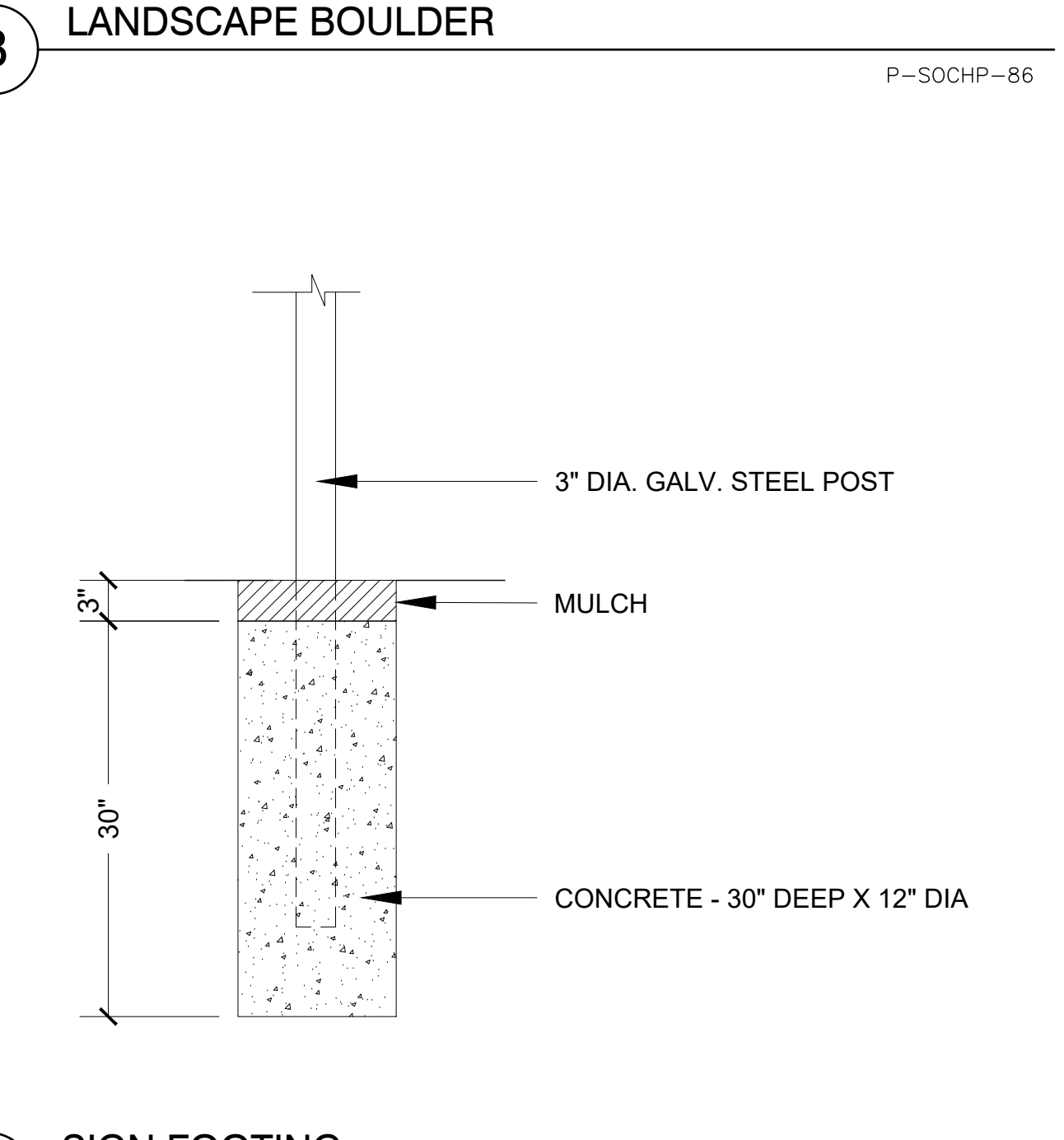
6 PLANTER/SEATWALL P-SOCHP-09



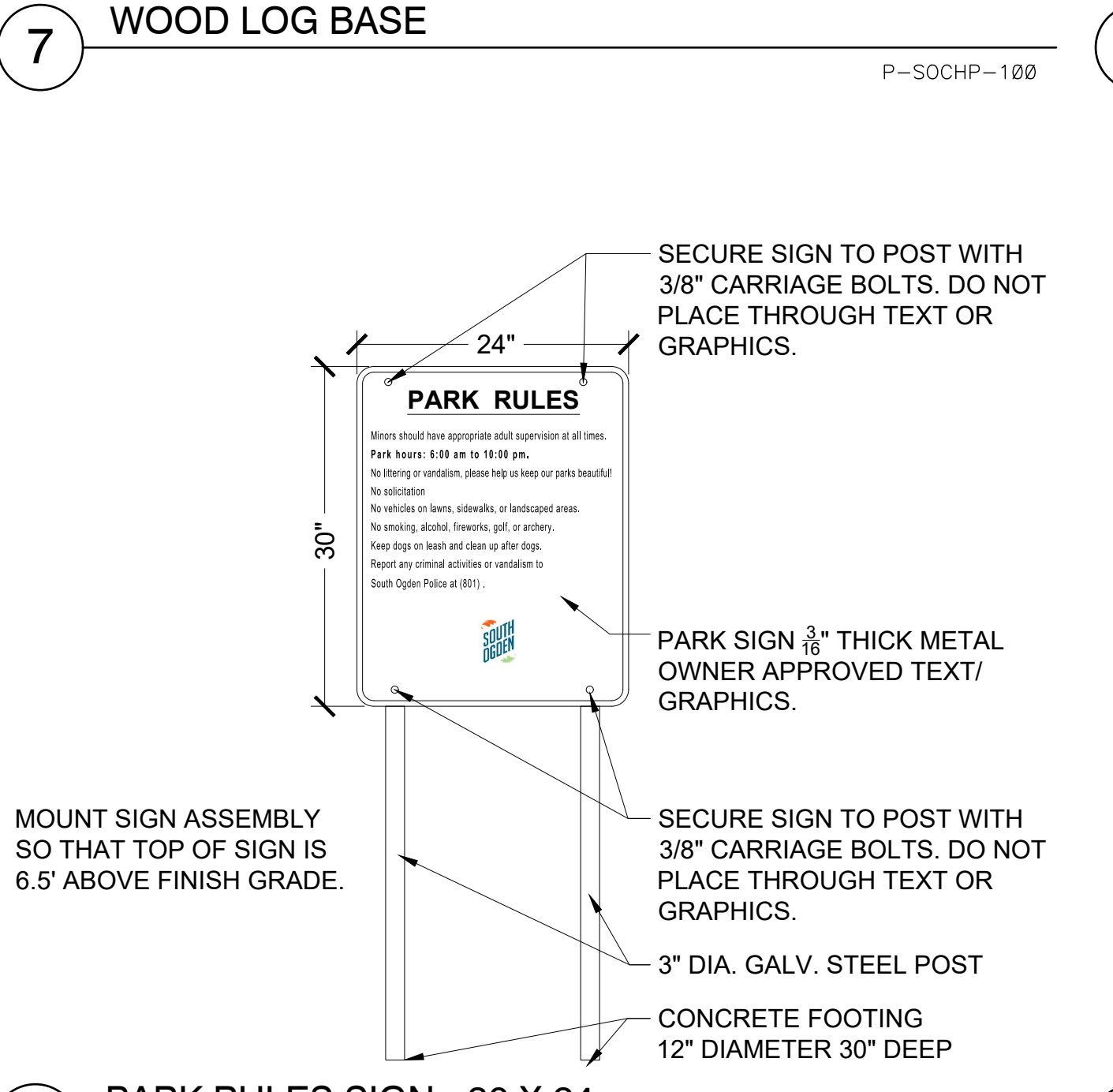
10 RESERVED PARKING SIGN P-SOCHP-29



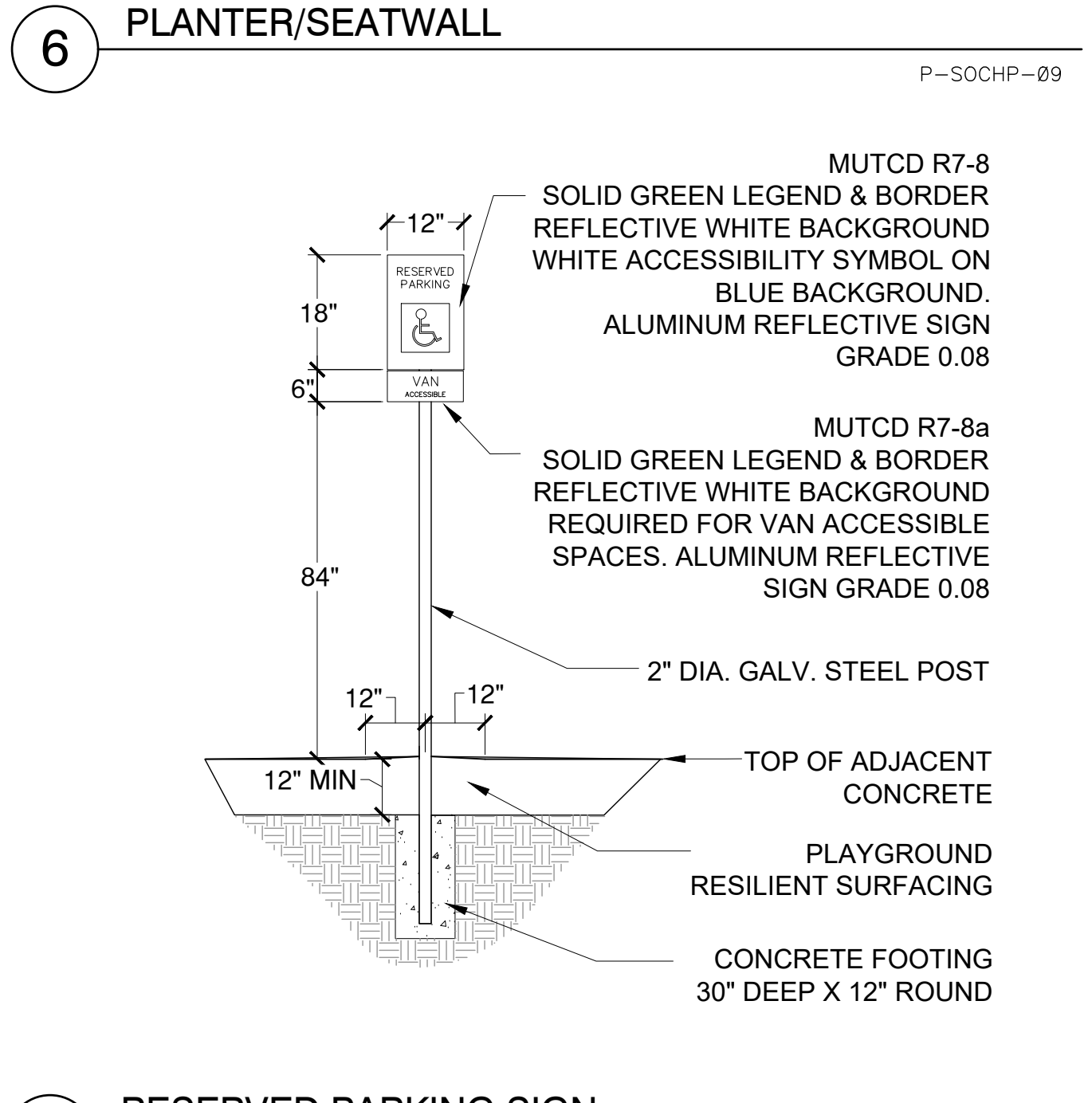
11 PARK RULES SIGN - 30 X 24 P-SOCHP-87



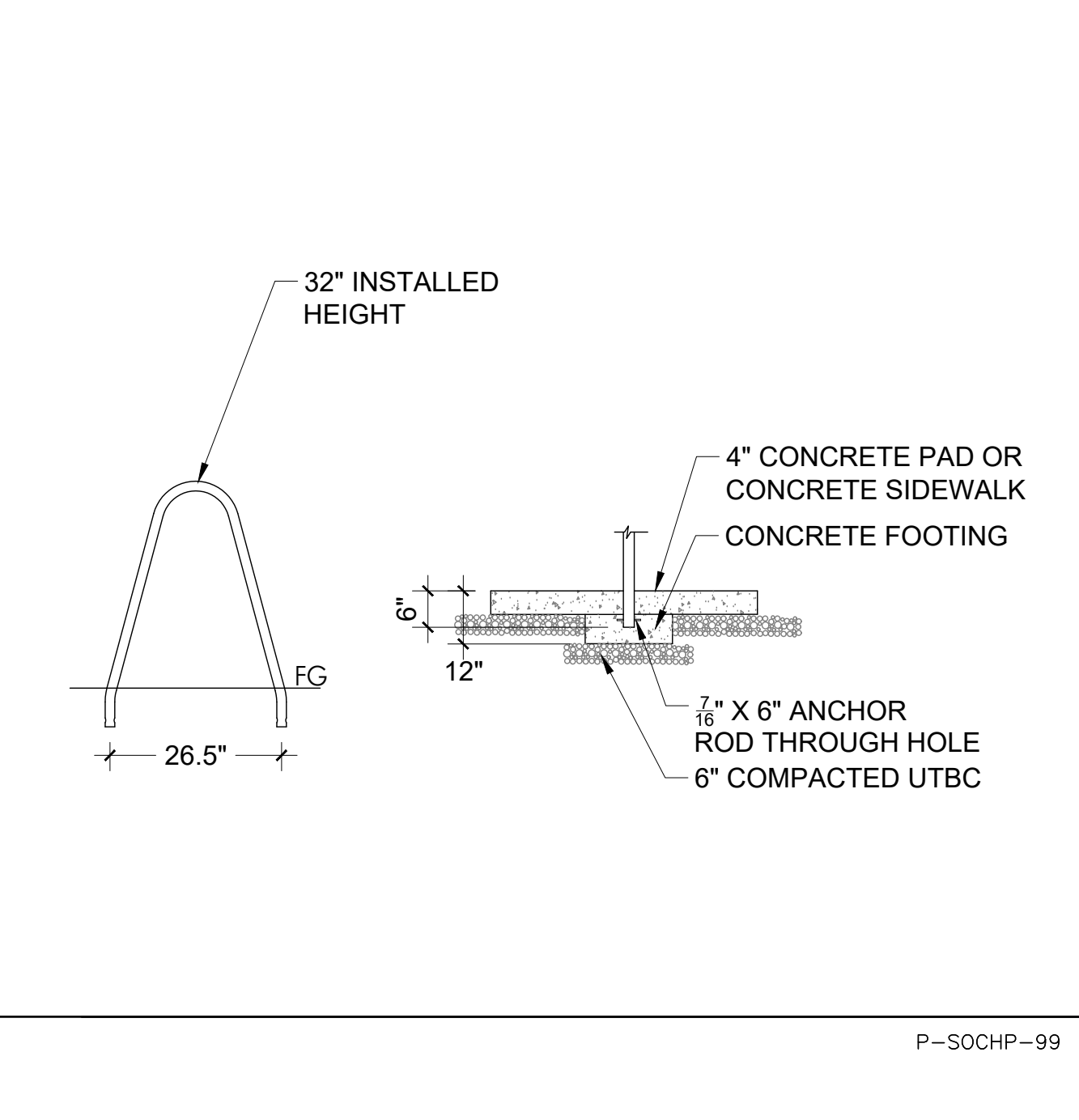
12 SIGN FOOTING P-SOCHP-55



13 ALTERNATE LITTER RECEPTACLE FOOTING P-SOCHP-44



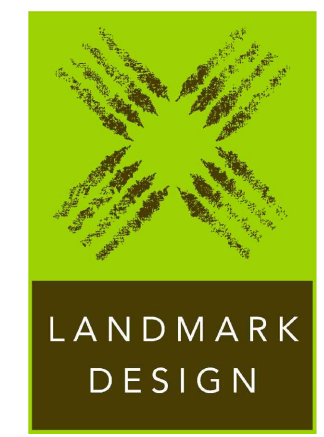
14 ALTERNATE BENCH/TABLE SURFACE MOUNT ON CONCRETE P-SOCHP-45



15 ALTERNATE BIKE RACK P-SOCHP-99

Drawing: P:\PROJECTS\LS-501\CONSTRUCTION\CLUB HEIGHTS PARK\DRAWINGS\SOCHP\_LX-501\_DETAILS.dwg  
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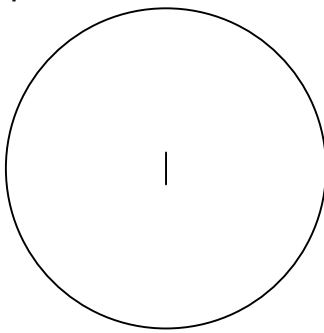


LANDSCAPE ARCHITECTURE & PLANNING  
 Artspace Solar Gardens  
 850 South 400 West - Studio 104  
 Salt Lake City, Utah 84101  
 (801) 474-3300

(CONSULTANT)

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CITY OF SOUTH OGDEN  
**CLUB HEIGHTS PARK**

4149 South Palmer Drive  
 South Ogden, Utah 84405



# Date Revision

#	Date	Revision

**CONSTRUCTION DOCUMENTS**

PROJ. #: 201919  
 CHECKED BY: MV  
 DRAWN BY: ST/HH  
 DATE: 07/20/20

**SITE DETAILS**

**LS-503**

**PROJECT:** CLUB HEIGHTS PAVILLION  
**LOCATION:** SOUTH OGDEN, UT  
**BUILDING TYPE:** GULLWING-16X16  
**ROOF TYPE:** MULTI-RIB OVER T & G  
**BUILDING NUMBER:** 19134  
**ORDER NUMBER:** -64247-

**DRAWING LIST:**

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT

**poligon**  
www.poligon.com  
by PORTER CORP

DATE: 7/16/2020  
 SCALE: 1/32  
 PROJECT: CLUB HEIGHTS PAVILLION  
 LOCATION: SOUTH OGDEN, UT  
 SHEET: CS

**FABRICATOR APPROVALS:**  
 CITY OF PHOENIX, AZ APPROVED FABRICATOR #C08-2019  
 CITY OF LOS ANGELES, CA APPROVED FABRICATOR #F066  
 CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SP06-0033  
 CITY OF HOUSTON, TX APPROVED FABRICATOR #670  
 CLARK COUNTY, NV APPROVED FABRICATOR #284  
 STATE OF UTAH APPROVED FABRICATOR 02089-14

**CERTIFICATES:**  
 MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY NO. 16-1025.01  
 PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

**MATERIALS:**

DESCRIPTION	ASTM DESIGNATION
TUBE STEEL	A503 (GRADE B)
SCHEDULE PIPE	AS3 (GRADE B)
RIFT PIPE	A1013
LIGHT GAUGE COLD FORMED STRUCTURAL STEEL PLATE	A1003 (GRADE 50)
ROOF PANELS (STEEL)	A96
	A653

**GENERAL NOTES:**  
 UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED TO ONLY SUPPORT WHAT IS SHOWN ON THESE DRAWINGS. POLYGON MUST BE CONTACTED IF ANYTHING ELSE IS TO BE ATTACHED TO THIS STRUCTURE (WALLS, COLUMN WRAPS, BALUNES, ETC.) SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

UNLESS NOTED OTHERWISE, THIS STRUCTURE WAS DESIGNED ASSUMING A 20' SEPARATION BETWEEN ANY ADJACENT STRUCTURE WITH AN EAVE HEIGHT EQUAL TO OR GREATER THAN THE EAVE HEIGHT OF THIS STRUCTURE. IF THAT SEPARATION DOES NOT EXIST, POLYGON MUST BE CONTACTED SO THE DESIGN OF THIS STRUCTURE CAN BE REVIEWED AND POSSIBLY REVISED.

STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATION MANUAL, ERECTED.

ALL WELDING IS PERFORMED BY AMERICAN WELDING SOCIETY CERTIFIED WELDERS AND CONFORMS TO THE LATEST EDITION OF AWS D1.1 OR D1.3 AS REQUIRED.

PARTS SHOWN MAY BE UPGRADED DUE TO STANDARDIZED FABRICATION. REFER TO THE SHIPPING BILL OF MATERIALS FOR POSSIBLE SUBSTITUTIONS.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT THE PRIMARY FRAME INSTALLER AND THE ROOF INSTALLER HAVE A MINIMUM FIVE (5) YEARS DOCUMENTED EXPERIENCE INSTALLING THIS TYPE OF PRODUCT.

FOR PROPER FIELD INSTALLATION OF THE BUILDING IT IS RECOMMENDED THAT ELECTRIC WIRING, IF REQUIRED, BE RUN THROUGH THE STRUCTURAL MEMBERS BEFORE THE BUILDING IS ERECTED.

**poligon**  
www.poligon.com  
by PORTER CORP

DATE: 7/16/2020  
 SCALE: 1/32  
 PROJECT: CLUB HEIGHTS PAVILLION  
 LOCATION: SOUTH OGDEN, UT  
 SHEET: 2

**GENERAL NOTES:**  
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www.poligon.com  
by PORTER CORP

DATE: 7/16/2020  
 SCALE: 1/32  
 PROJECT: CLUB HEIGHTS PAVILLION  
 LOCATION: SOUTH OGDEN, UT  
 SHEET: 1

**GENERAL ROOF NOTES:**

- METAL ROOFING:
  - 24 GAUGE
  - CALVALUME COATED
  - KYNAR 500 PAINTED
  - TRIM COLOR MATCHES ROOF
- SEE POLYGON.COM FOR COLOR OPTIONS

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www.poligon.com  
by PORTER CORP

DATE: 7/16/2020  
 SCALE: 1/16  
 PROJECT: CLUB HEIGHTS PAVILLION  
 LOCATION: SOUTH OGDEN, UT  
 SHEET: 3

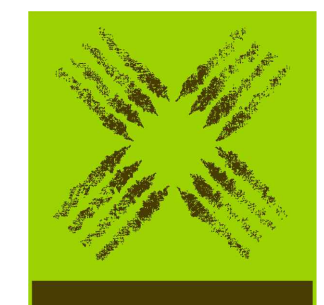
**BASEPLATE NOTES:**

- POLYGON ENGINEERING WILL DETERMINE REQUIRED BASEPLATE DESIGN AFTER ENGINEERING PACKAGE IS ORDERED.
- CUSTOMER MAY SUGGEST PREFERRED BASEPLATE DESIGN.

**NOTE**

- ESTIMATED FOOTING SIZE: 3.5' DIAMETER X 10' DEEP WITH REBAR. REBAR - 12 #7 VERTICAL BARS, #4 TIES HORIZONTAL AT 12" OC WITH 2 TIES IN TOP 5'.

Drawing: P:\PROJECTS\LS-503\CLUB HEIGHTS PARK\DRAWINGS\SOUTH OGDEN CLUB HEIGHTS PAVILLION\SOUTH OGDEN CLUB HEIGHTS PAVILLION LS-503 DETAILS.dwg  
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DESIGN

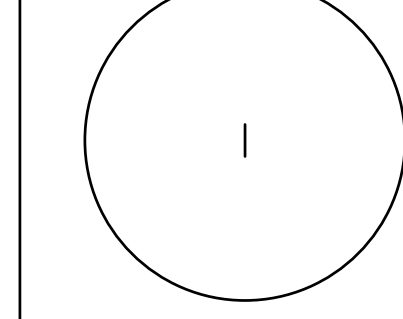
LANDSCAPE ARCHITECTURE  
& PLANNING

Artspace Solar Gardens  
850 South 400 West - Studio 104  
Salt Lake City, Utah 84101  
(801) 474-3300

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**CLUB HEIGHTS PARK**  
4149 South Palmer Drive  
South Ogden, Utah 84405



# Date Revision

#	Date	Revision

**CONSTRUCTION DOCUMENTS**

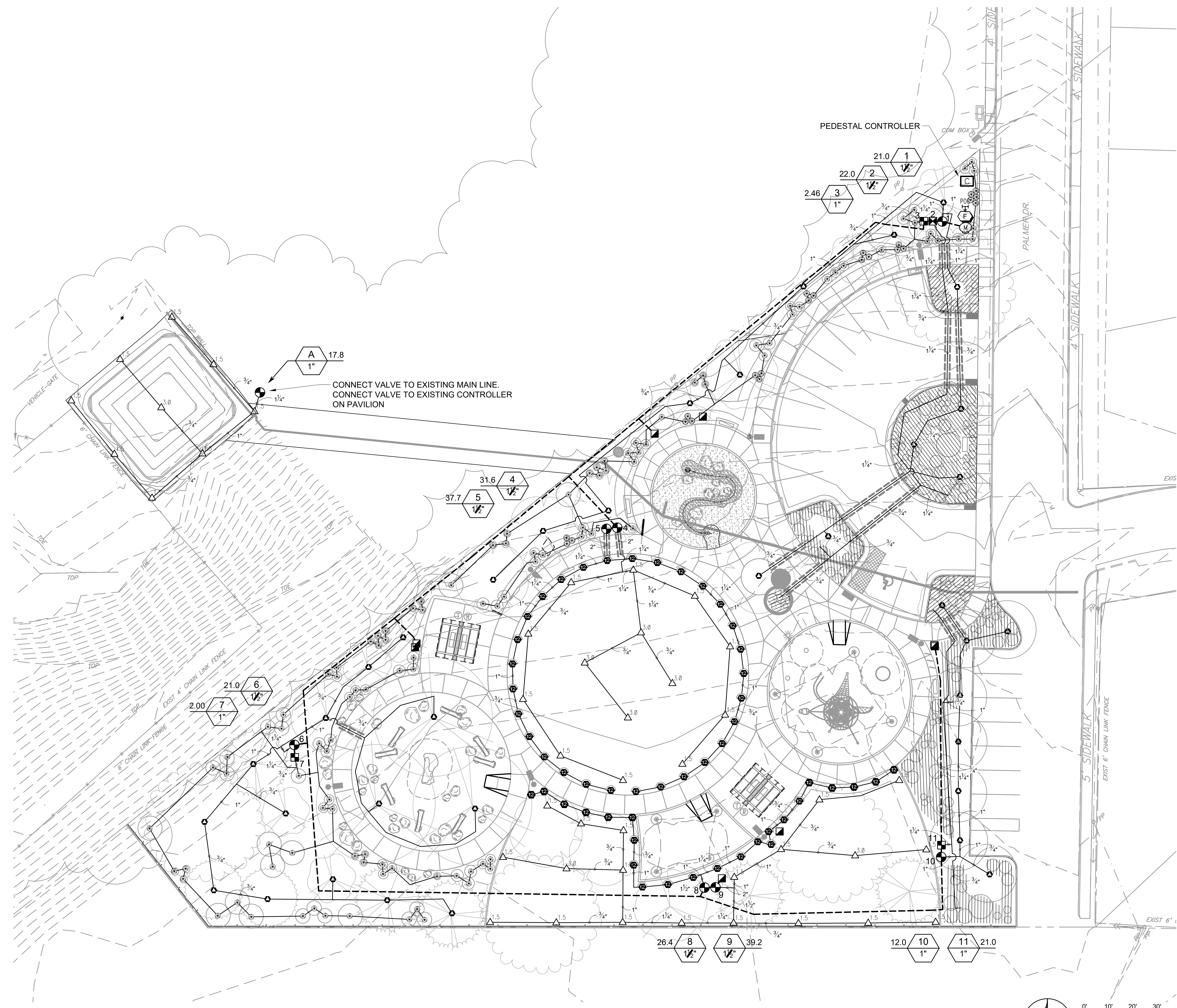
PROJ. #: 201919  
CHECKED BY: MV  
DRAWN BY: ST/HH  
DATE: 07/20/20

**IRRIGATION PLAN**

**LI-100**

**IRRIGATION SCHEDULE**

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS
	Hunter PROS-06-PRS30-CV 1/2" radius Turf Spray, 30 psi regulated 6.0" Pop-Up. With factory installed Drain Check Valve. Co-molded wiper seal with UV Resistant Material.	30		
	Hunter PROS-06-PRS30-CV adjustable arc Turf Spray, 30 psi regulated 6.0" Pop-Up. With factory installed Drain Check Valve. Co-molded wiper seal with UV Resistant Material.	30		
	Hunter I-20-04 Turf Rotor, 4.0" Pop-Up, Adjustable and Full Circle. Plastic Riser. Drain Check Valve. Standard Nozzle.	55	1.80	28"
	Hunter I-20-04 Turf Rotor, 4.0" Pop-Up, Adjustable and Full Circle. Plastic Riser. Drain Check Valve. Standard Nozzle.	55	3.40	35"
	Hunter ICZ-101-40 Drip Control Zone Kit. 1" ICV Globe Valve with 1" HY100 filter system. Pressure Regulation: 40psi. Flow Range: 2 GPM to 20 GPM. 150 mesh stainless steel screen.			
	Hunter ICZ-151-XL-40 Drip Control Zone Kit. 1-1/2" ICV Globe Valve with 1" HY100 filter system. Pressure Regulation: 40psi. Flow Range: 20 GPM to 60 GPM. 120 mesh stainless steel screen. 1-1/2" inlet x single 2" outlet			
	Shrub Drip Emitters Hunter HEB - 1/2" Female Threaded Point Source Drip Emitter. HEB 10 emitters (1 assigned to each 1 gal plant and 2 assigned to each 5 gallon plant)			
	Tree Root Watering Bubbler 3 Root Watering Bubbler per Tree (1.5 GPM per tree) Root Zone Watering System with 3.0" diameter x 18.0" long with locking cap, semi-rigid mesh tubes and Hunter 0.5 gpm bubbler as indicated. With fabric sleeve.			
	Area to Receive Dripline Hunter HDL-06-12-CV Hunter Dripline w/ 0.6 GPH emitters at 12" O.C. Check valve, dark brown tubing with gray striping. Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern. Install with Hunter PLD barbed or PLD-LOC fittings.			
	MANUFACTURER/MODEL/DESCRIPTION Hunter ICV-G-FS 1", 1-1/2", 2", and 3" Plastic Electric Remote Control Valves, Globe Configuration, with NPT Threaded Inlet/Outlet, for Commercial/Municipal Use. With Filter Sentry.			
	Hunter HQ-44LRC Quick coupler valve, yellow rubber locking cover, red brass and stainless steel, with 1" NPT inlet, 2-piece body.			
	Netafim Digital (ER) Register 1-1/2 1-1/2" 1-1/2" Master Valve/Flow Sensor with Water Meter and Hydraulic Valve in a Single Unit. Cast Iron with Baked Powder-Coated Finish, Minimum Working Pressure 14 psi. Male Pipe Thread Connection, Digital Register.			
	Hunter ACC-1200-PED-SS 12 Station Outdoor Modular Controller. No Module Required. High-End Commercial Use. Stainless Steel Pedestal.			
	Amiad Mini Sigma Filter Mini-Sigma Filter - 2", 100 GPM Maximum			
	Irrigation Lateral Line: PVC Schedule 40			
	Irrigation Mainline: PVC Schedule 40			
	Pipe Sleeve: PVC Schedule 40 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.			
	Valve Callout Valve Number Valve Flow Valve Size			



**IRRIGATION NOTES:**

- THE IRRIGATION CONTRACTOR MUST EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IN WRITING OF UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO BE FAMILIAR WITH ALL GRADE DIFFERENCES. LOCATION OF WALKS, WALLS, STRUCTURES, AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED BY THE WORK PERFORMED. THE IRRIGATION CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS FOR THE LOCATION, INSTALLATION, AND MARKING OF PIPE SLEEVES UNDER WALKS.
- BEFORE ANY TRENCHING, EXCAVATION OR DIGGING FOR ANY REASON THE CONTRACTOR SHALL HAVE THE AREA 'BLUE STAKED' AND CONTACT THE APPROPRIATE UTILITY COMPANIES. THE CONTRACTOR WILL CONDUCT THE WORK IN SUCH A MANNER TO

- PROTECT ALL UTILITIES FROM DAMAGES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE ANY DAMAGE AT NO EXPENSE TO THE OWNER.
- THE IRRIGATION SYSTEM DESIGN IS BASED ON A MINIMUM OPERATING PRESSURE AT THE PROJECT CONNECTION OF APPROXIMATELY -90-- PSI AND A MAXIMUM FLOW DEMAND OF 40 GPM PER CIRCUIT. THE IRRIGATION CONTRACTOR WILL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCES BETWEEN THE PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION (P.O.C.) TO THE OWNER'S AUTHORIZED REPRESENTATIVE.
- THE CITY WILL PAY CONNECTION FEES WITH PINE VIEW WATER. PINE VIEW WATER WILL INSTALL 1-1/2" WATER CONNECTION IN PALMER DRIVE AND METER. CONTRACTOR TO COORDINATE CONNECTION AS REQUIRED.
- DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT

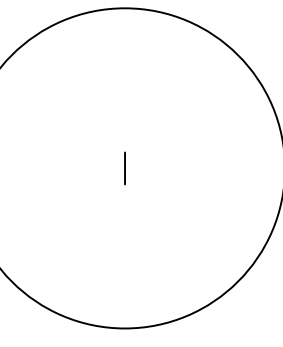
- UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
- ALL IRRIGATION EQUIPMENT NOT OTHERWISE DETAILED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
- ALL MAIN LINES SHALL BE PVC SCH 40, AND LATERAL LINES SHALL BE SCHEDULE 40 PVC.
- MAIN AND LATERAL LINES SHOWN ON PLANS ARE DIAGRAMMATIC ONLY. ALL PIPES SHALL BE LAIN IN COMMON TRENCHES AND LANDSCAPED AREAS WHEN FEASIBLE.
- ALL MAIN LINE PIPING AND CONTROL WIRES UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES. CONTROL WIRE SLEEVES SHALL BE OF SUFFICIENT SIZE FOR THE REQUIRED NUMBER OF WIRES UNDER PAVING. CONTROL WIRES NOT LAIN IN A COMMON TRENCH WITH MAINLINE SHALL BE INSTALLED IN CONDUIT OF SUFFICIENT SIZE.
- THE IRRIGATION CONTRACTOR SHALL SUPPLY THE OWNER'S AGENT AT FINAL INSPECTION WITH COMPLETE 'RED LINE DRAWINGS', WRITTEN START-UP AND SHUT-DOWN PROCEDURES, A COMPLETE MATERIALS LIST, AS WELL AS NAMES, ADDRESSES, AND PHONE NUMBERS OF THE CONTRACTORS AND LOCAL DISTRIBUTORS OF THE VARIOUS MATERIALS USED.
- THE IRRIGATION CONTRACTOR SHALL MAKE THE ELECTRICAL CONNECTION FROM THE VALVES TO THE CONTROLLER. IRRIGATION RUN TIMES SHALL BE SET BY THE CONTRACTOR.
- CONNECT FILTER FLUSH PIPE TO STORM DRAIN BOX. COORDINATE WITH CIVIL DRAWINGS FOR LOCATIONS OF STORM DRAINS.
- CONTRACTOR TO LAYOUT LOCATION OF TREES AND OTHER LANDSCAPE ELEMENTS PRIOR TO INSTALLATION OF IRRIGATION PIPES AND VALVES. ADJUST MAINLINE AND VALVE LOCATION TO NOT INTERFERE WITH TREE AND OTHER LANDSCAPE ELEMENTS.

Drawing: P:\Projects\LI-100\Club Heights\Club Heights IRRIGATION\LI-100-IRRIGATION.dwg  
 Plotted on: 7/20/2020 10:58 AM

(CONSULTANT)

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(STAMP)



CITY OF SOUTH OGDEN  
**CLUB HEIGHTS PARK**  
 4149 South Palmer Drive  
 South Ogden, Utah 84405



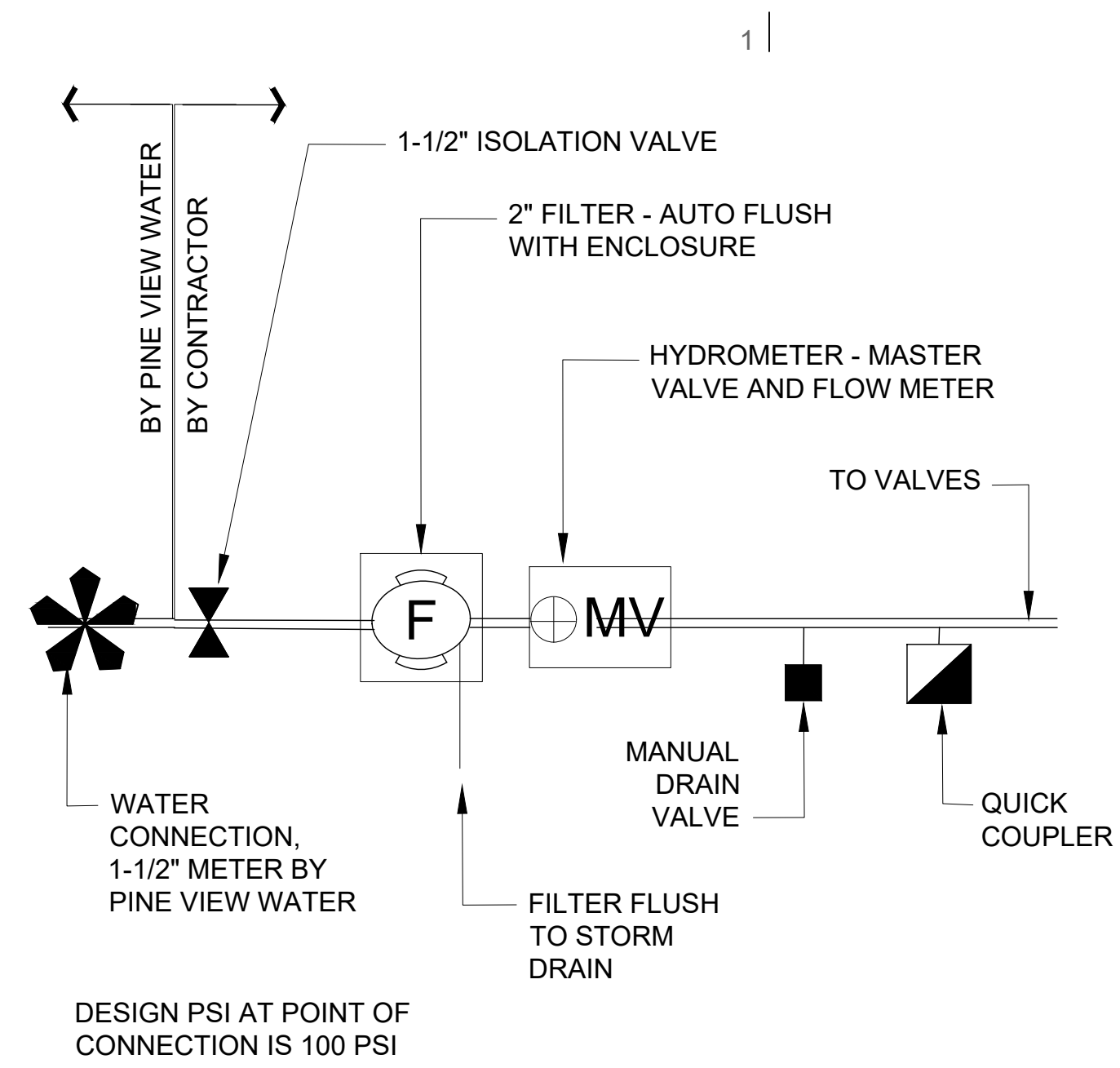
# Date Revision

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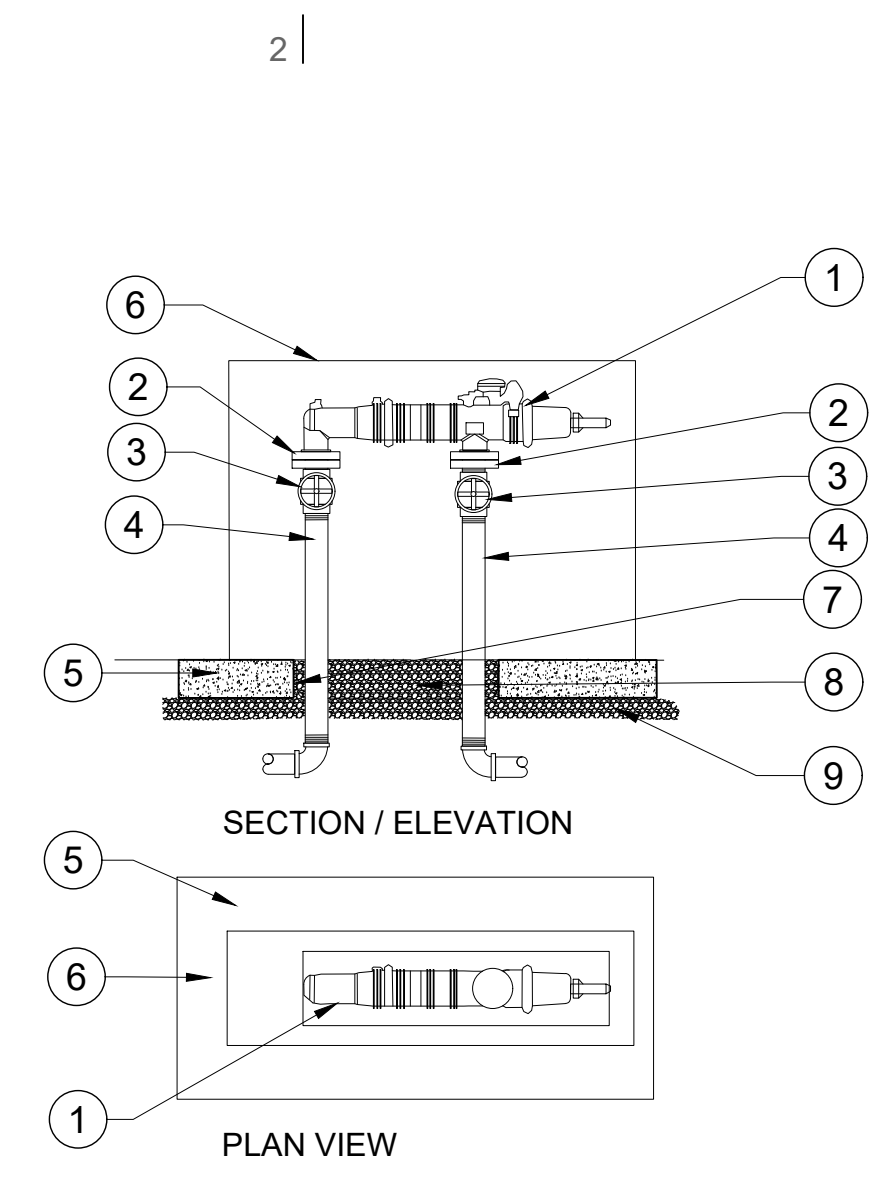
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 CHECKED BY: MV  
 DRAWN BY: ST/HH  
 DATE: 07/20/20

**IRRIGATION DETAILS**

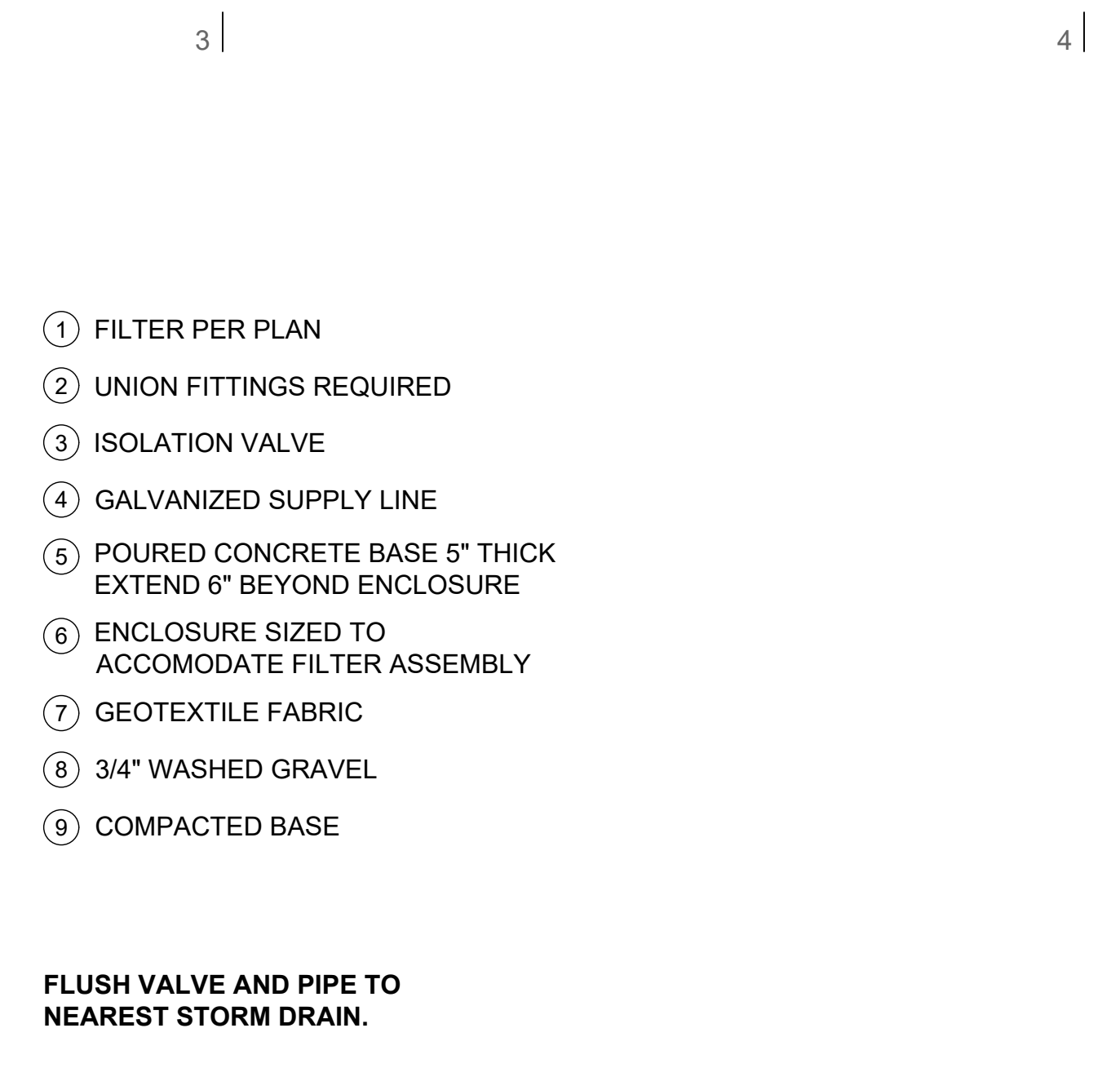
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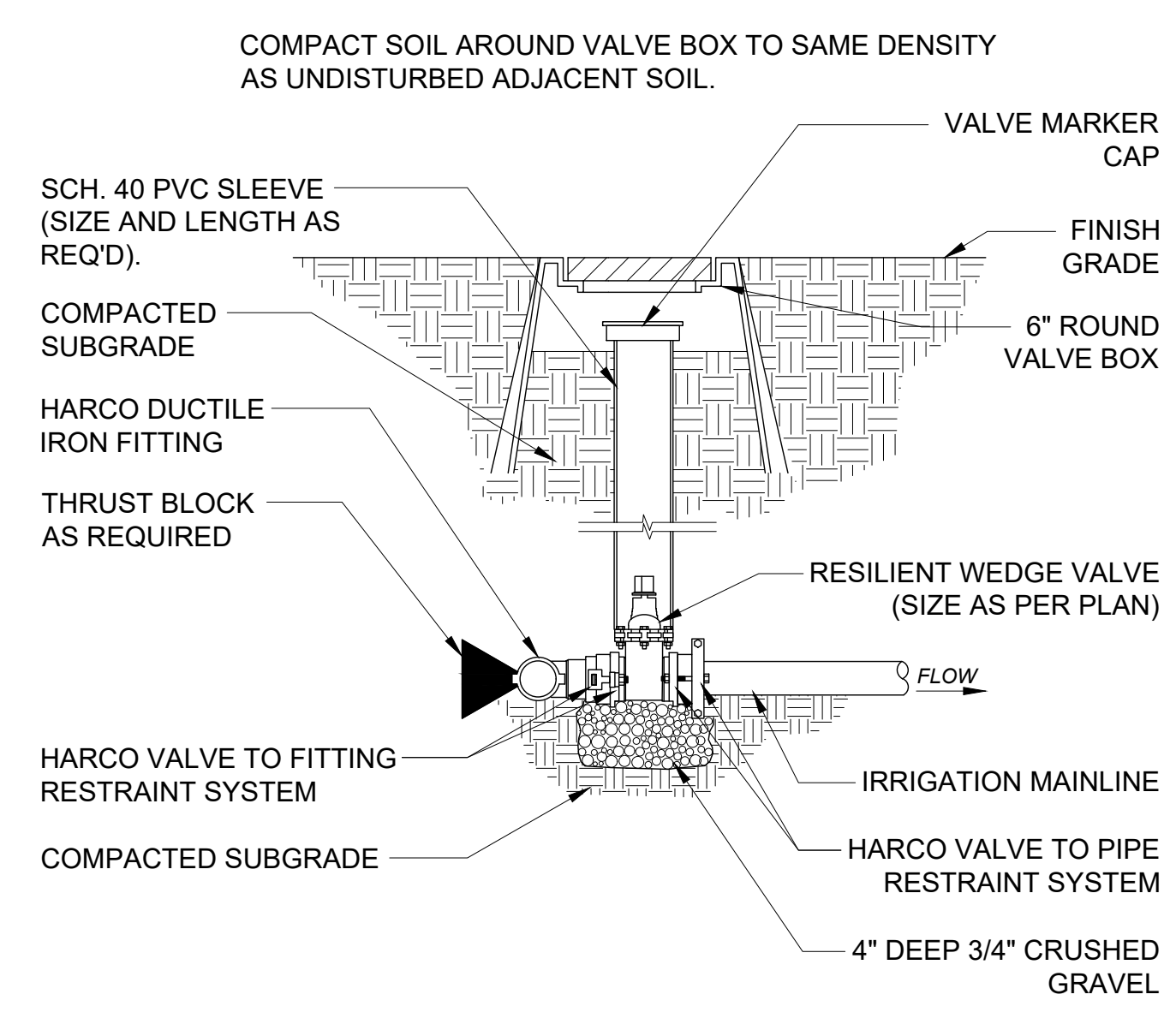
**1 POINT OF CONNECTION SCHEMATIC**  
 P-SOCHP-62



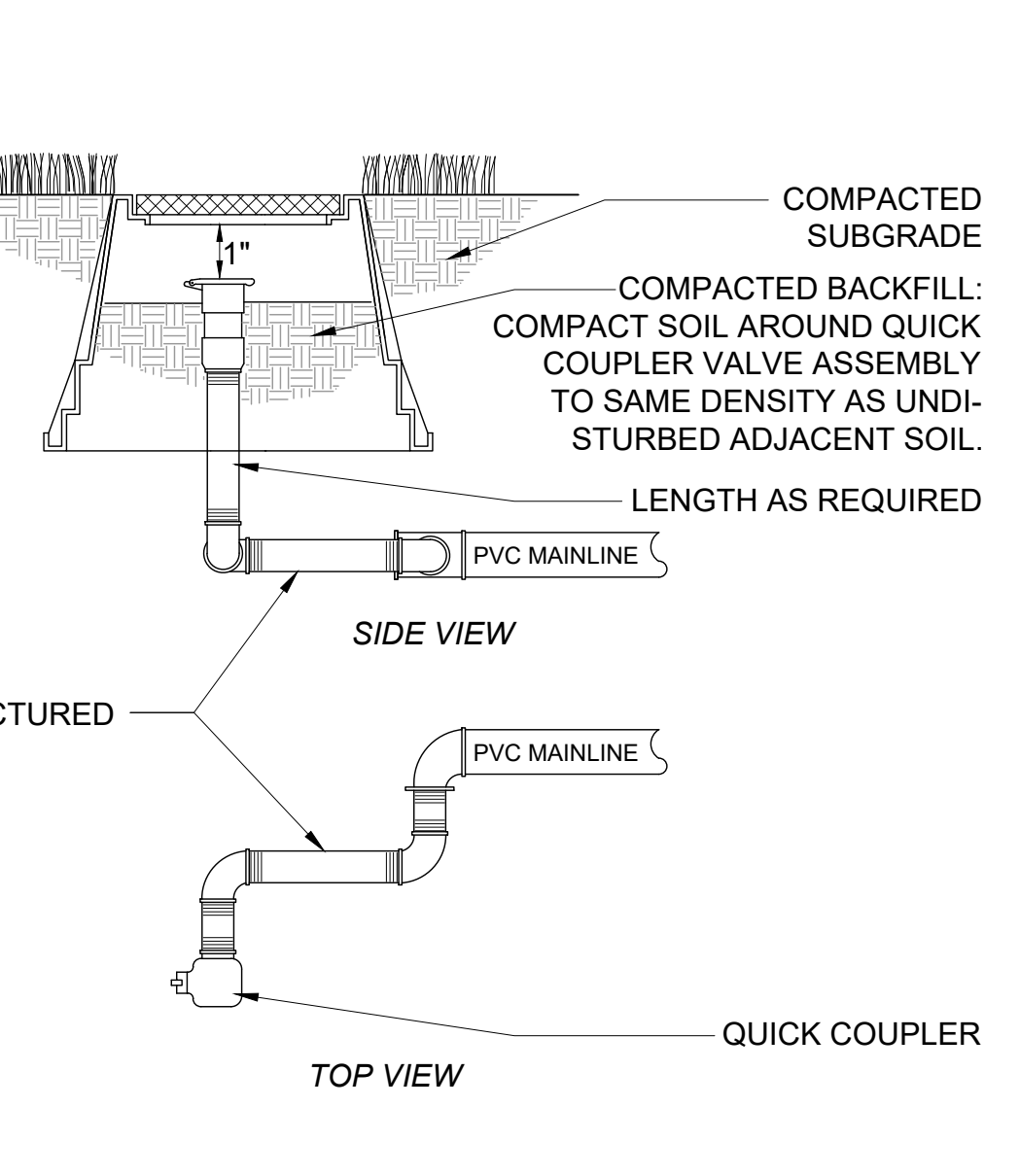
**2 MAIN LINE FILTER WITH DRAIN PIPE**  
 P-SOCHP-71



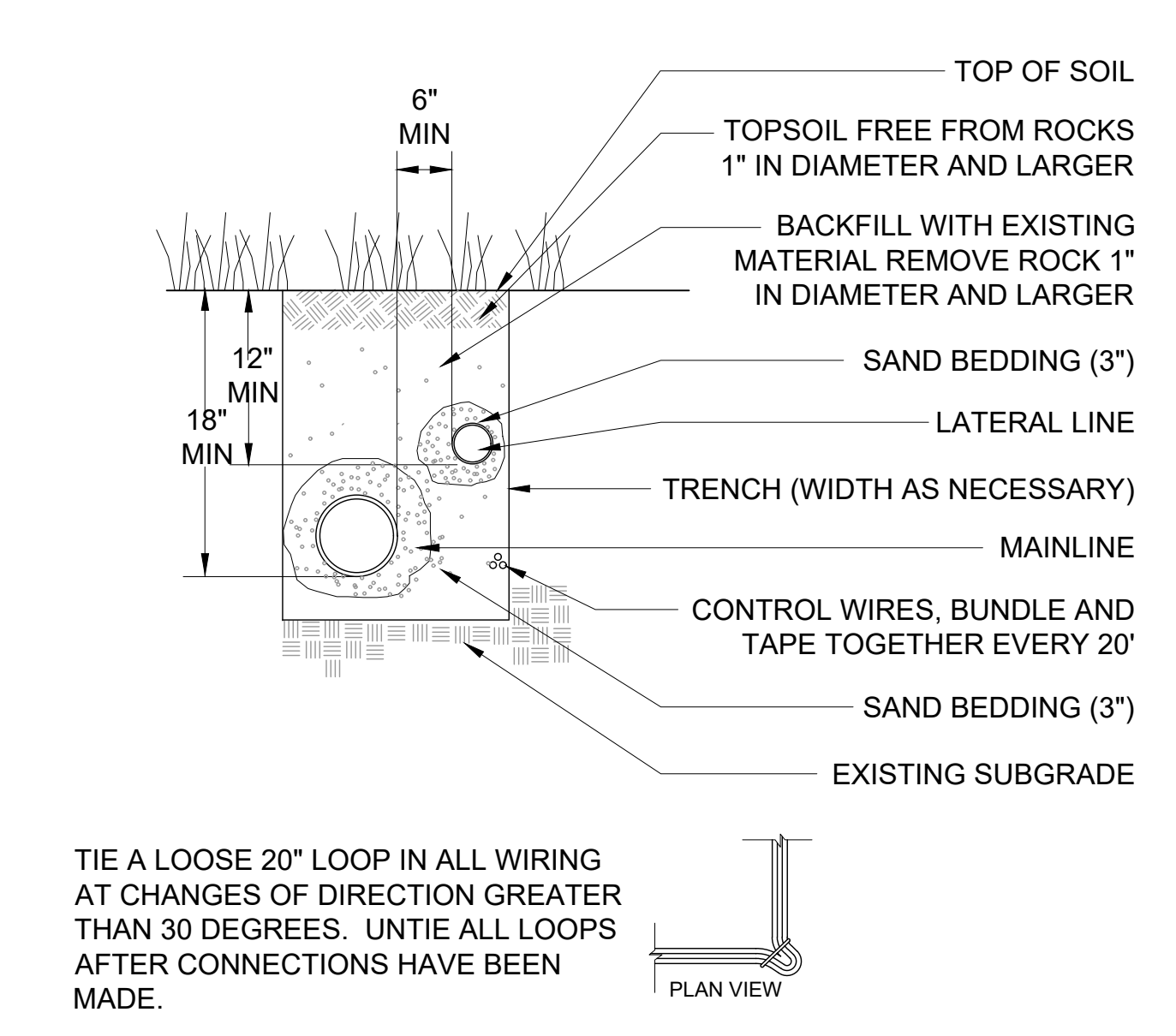
**3 HYDROMETER**  
 P-SOCHP-64



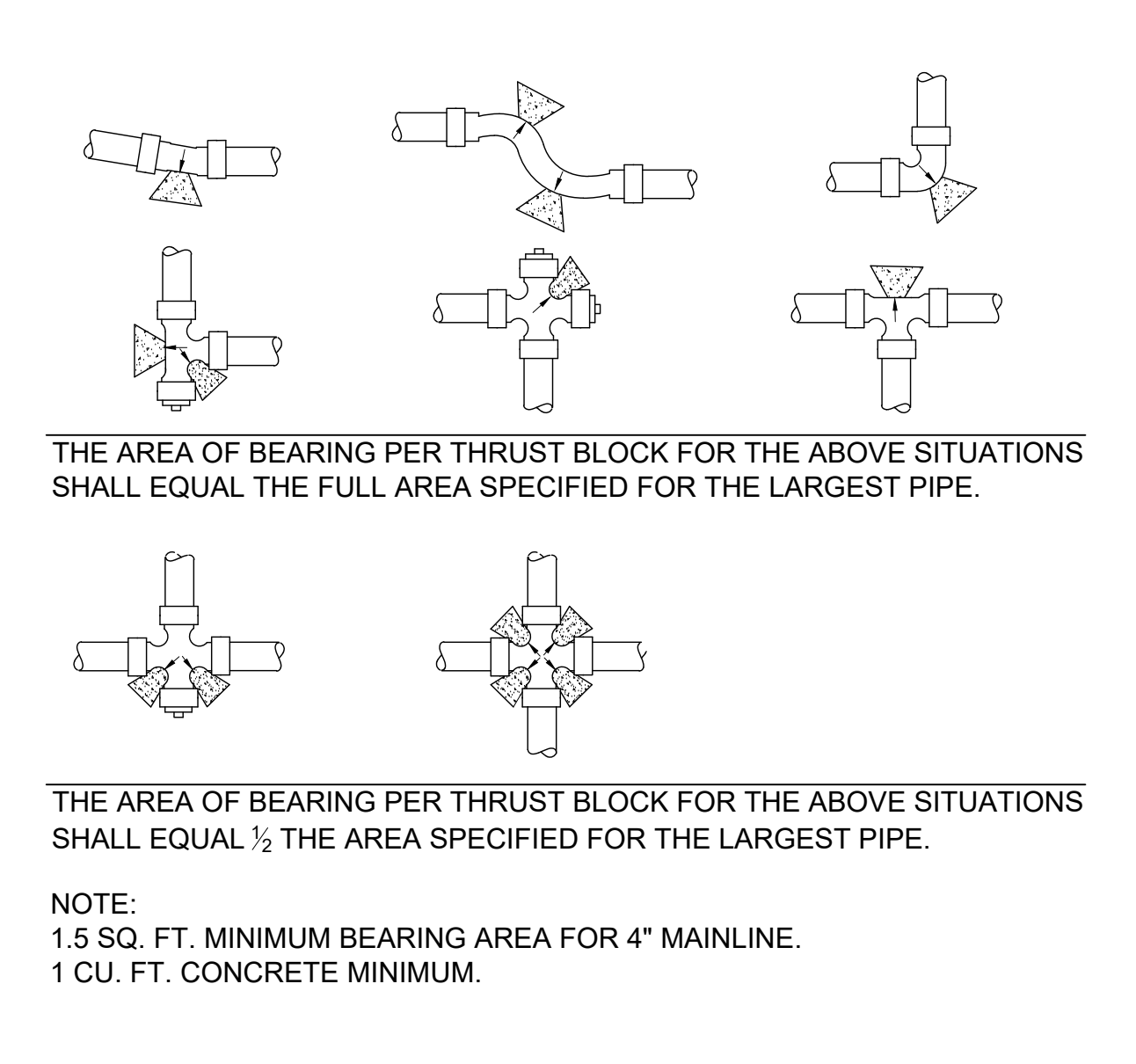
**4 ISOLATION VALVE**  
 P-SOCHP-13



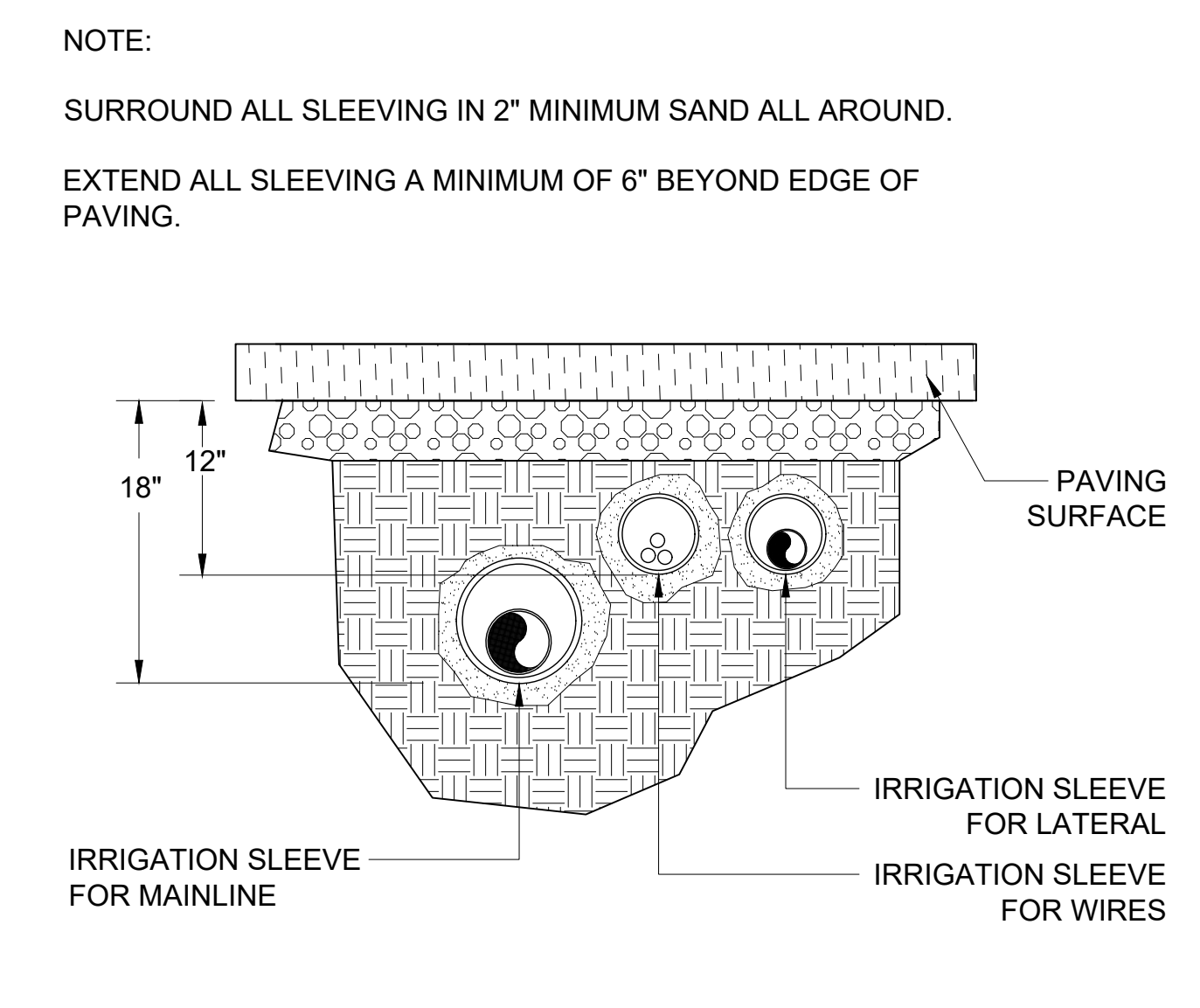
**5 QUICK COUPLER**  
 P-SOCHP-66



**6 TYPICAL TRENCHING**  
 P-SOCHP-67



**7 TYPICAL THRUST BLOCK**  
 P-SOCHP-82



**8 TYPICAL SLEEVING**  
 P-SOCHP-76

**SLEEVE SIZE CHART**

PIPE SIZE	MIN. SLEEVE SIZE
3/4"	1 1/2"
1"	2"
1 1/4"	2 1/2"
1 1/2"	3"
2"	4"
2 1/2"	6"
3"	6"
4"	8"
6"	12"

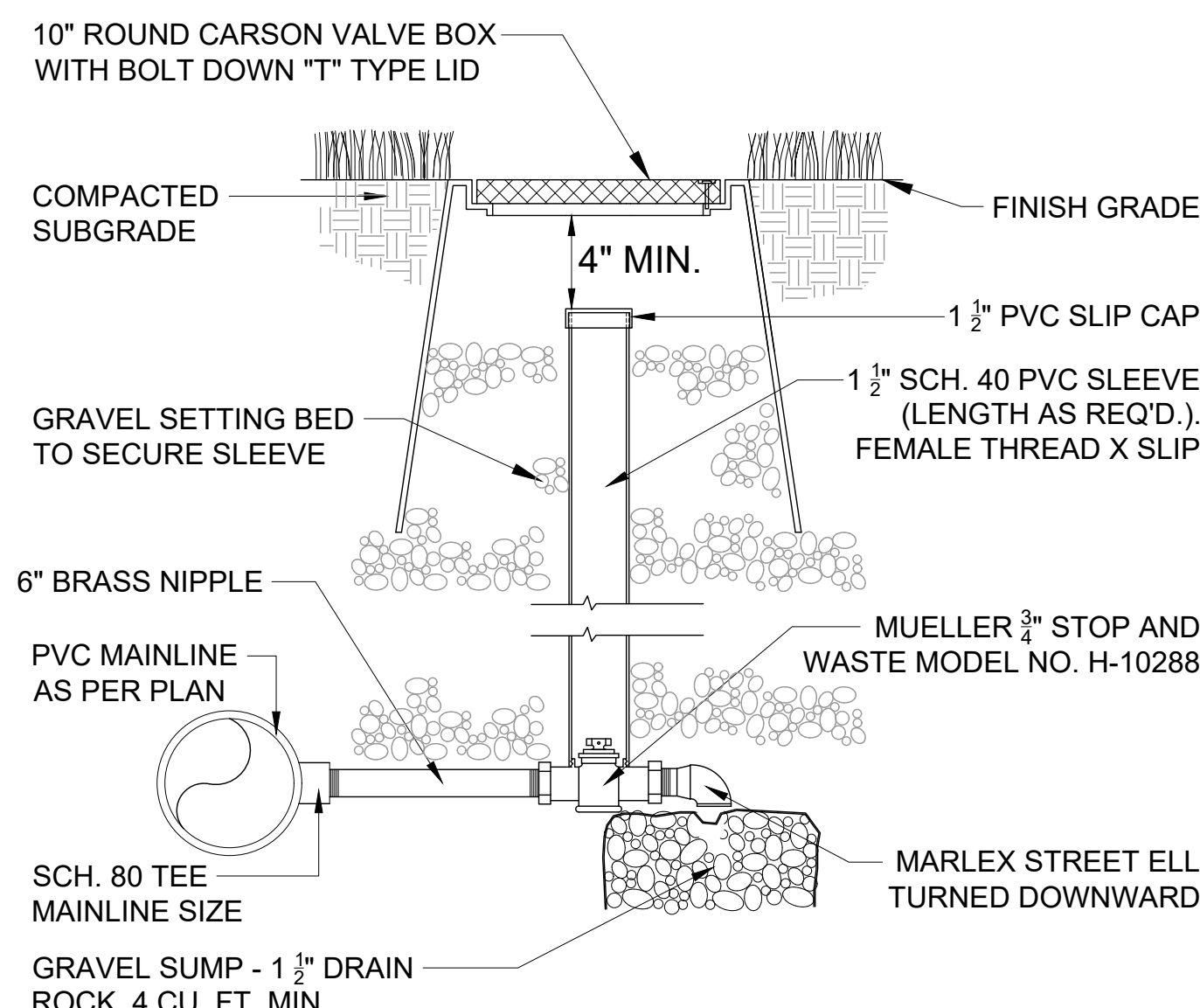
\*WHEN MULTIPLE PIPES OCCUR IN ONE TRENCH, ADD REQUIRED SLEEVE SIZES TOGETHER FOR 1 SLEEVE SIZE.

\*WIRES SHALL BE IN SEPARATE CONDUIT AS PER CHART BELOW

**WIRE CONDUIT SIZES**

NUMBER OF WIRES	MIN. CONDUIT SIZE
1-7	1"
8-11	1 1/2"
12-22	2"
23-31	2 1/2"
32-36	3"

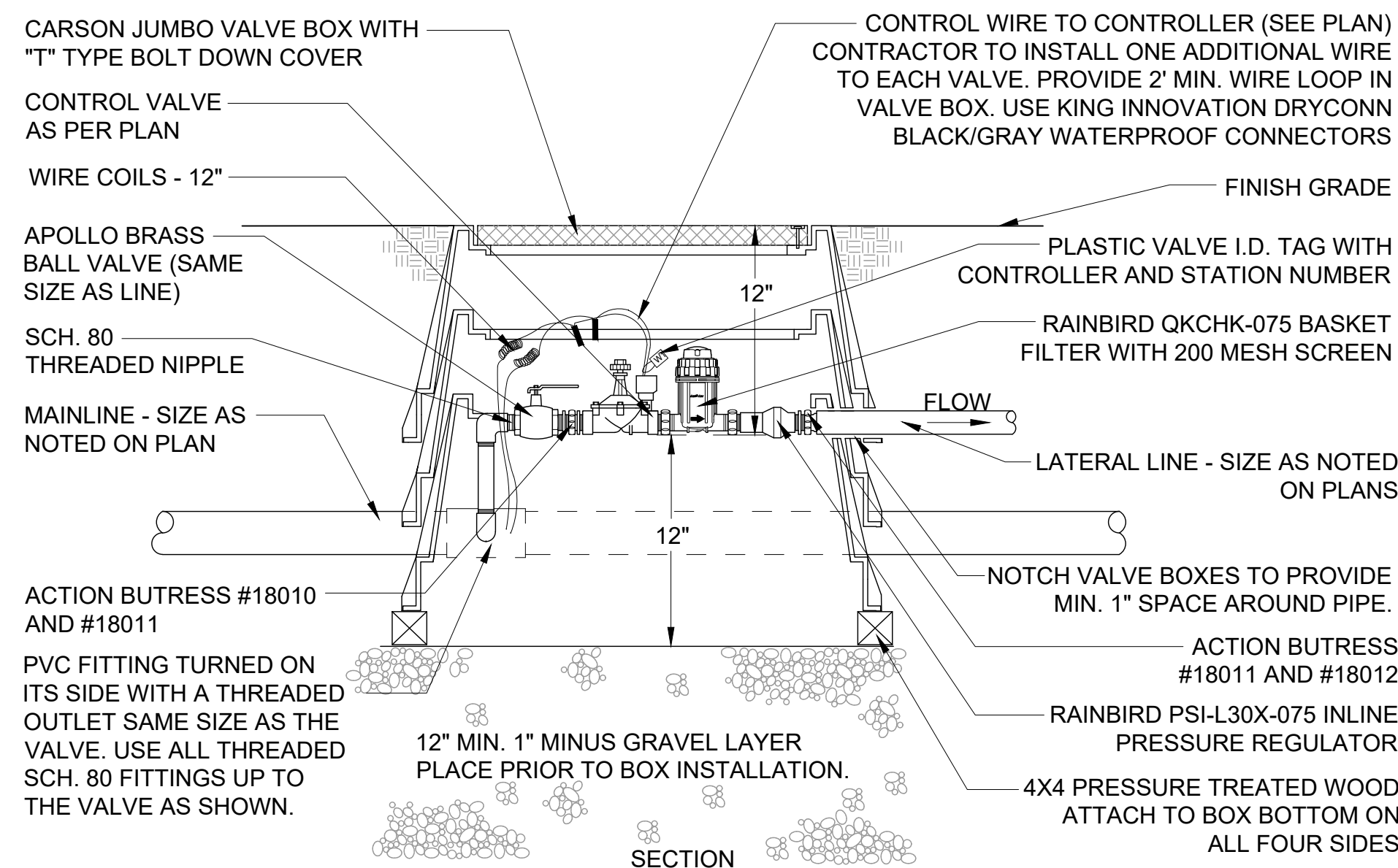
**9 SLEEVING REQUIREMENTS**  
 P-SOCHP-77



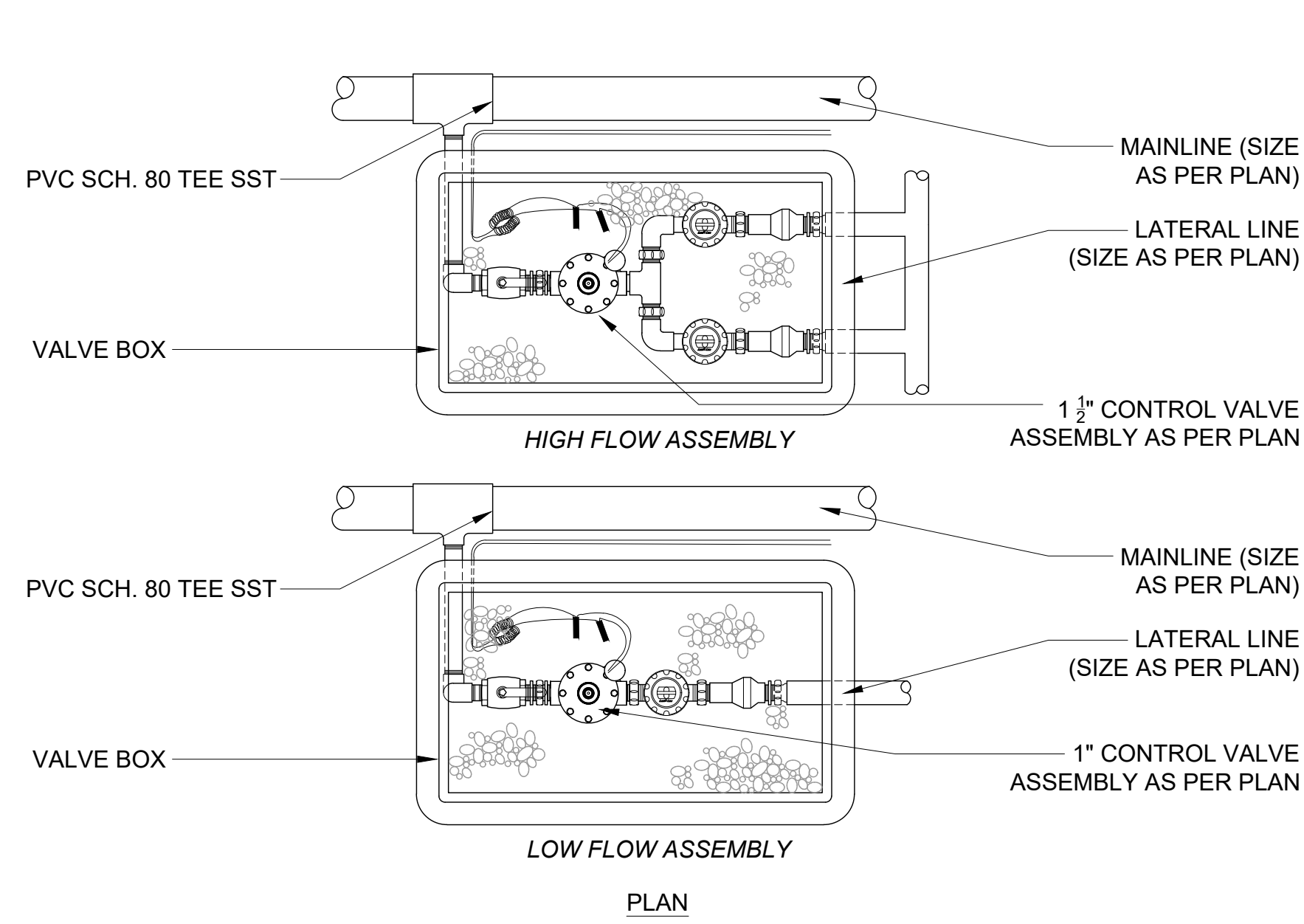
**10 MANUAL DRAIN VALVE**  
 P-SOCHP-74

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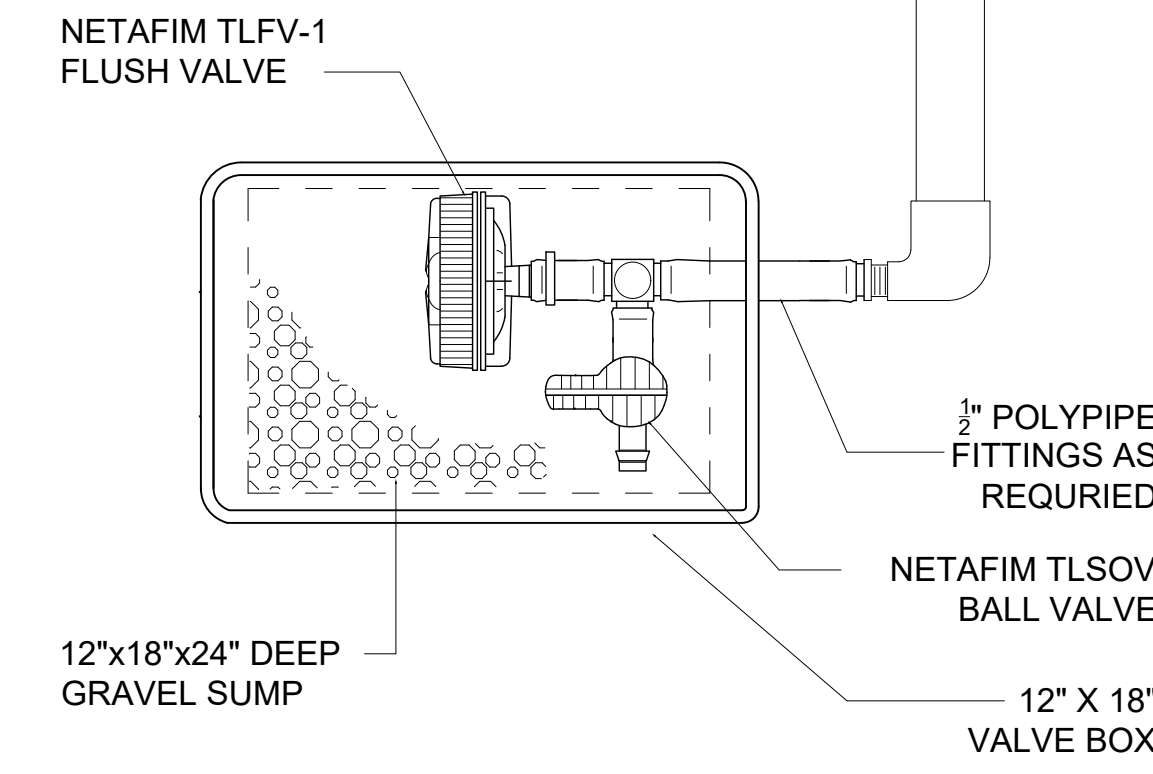




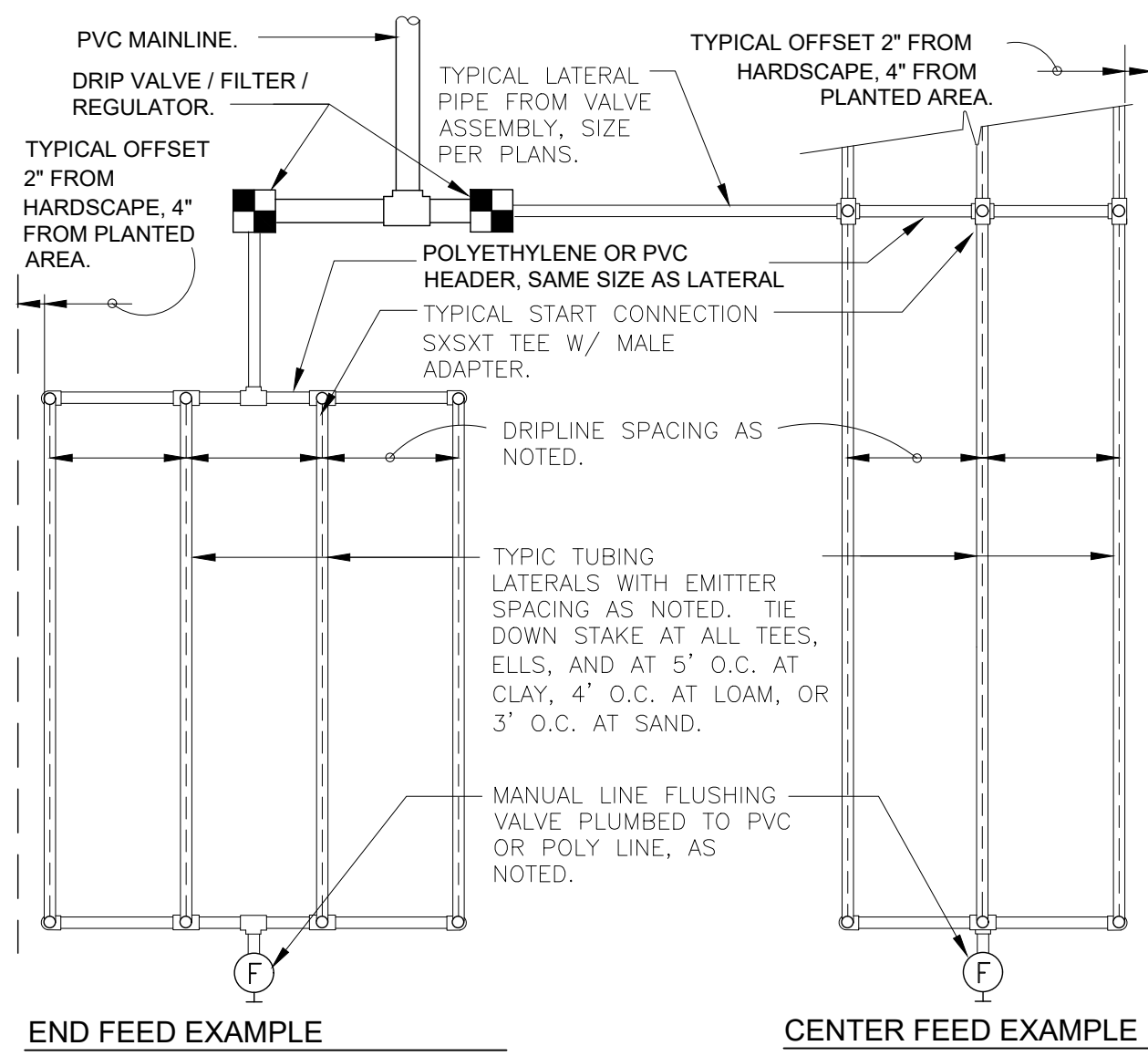
1 DRIP VALVE/FILTER/PRESSURE REG. DETAIL



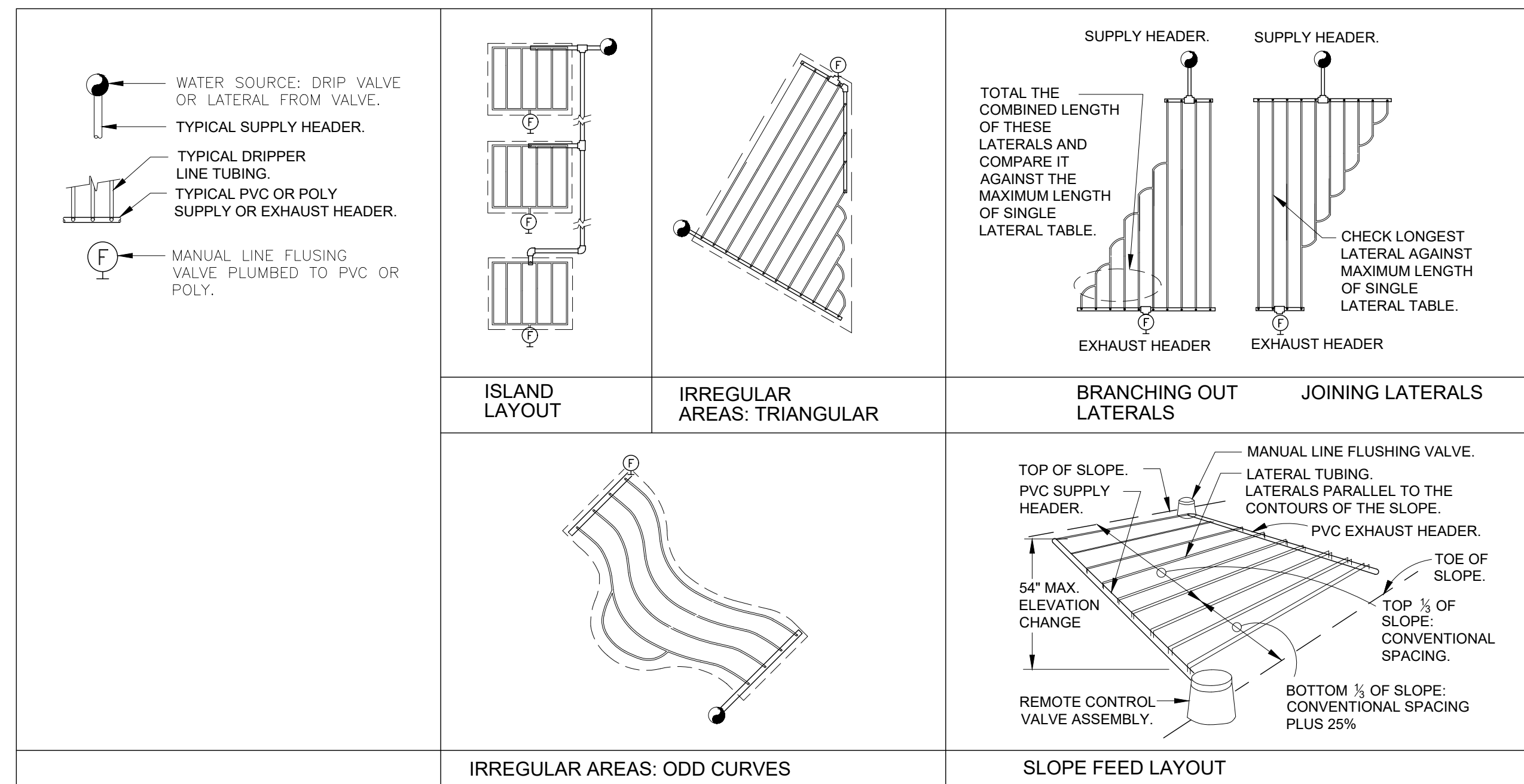
PLAN



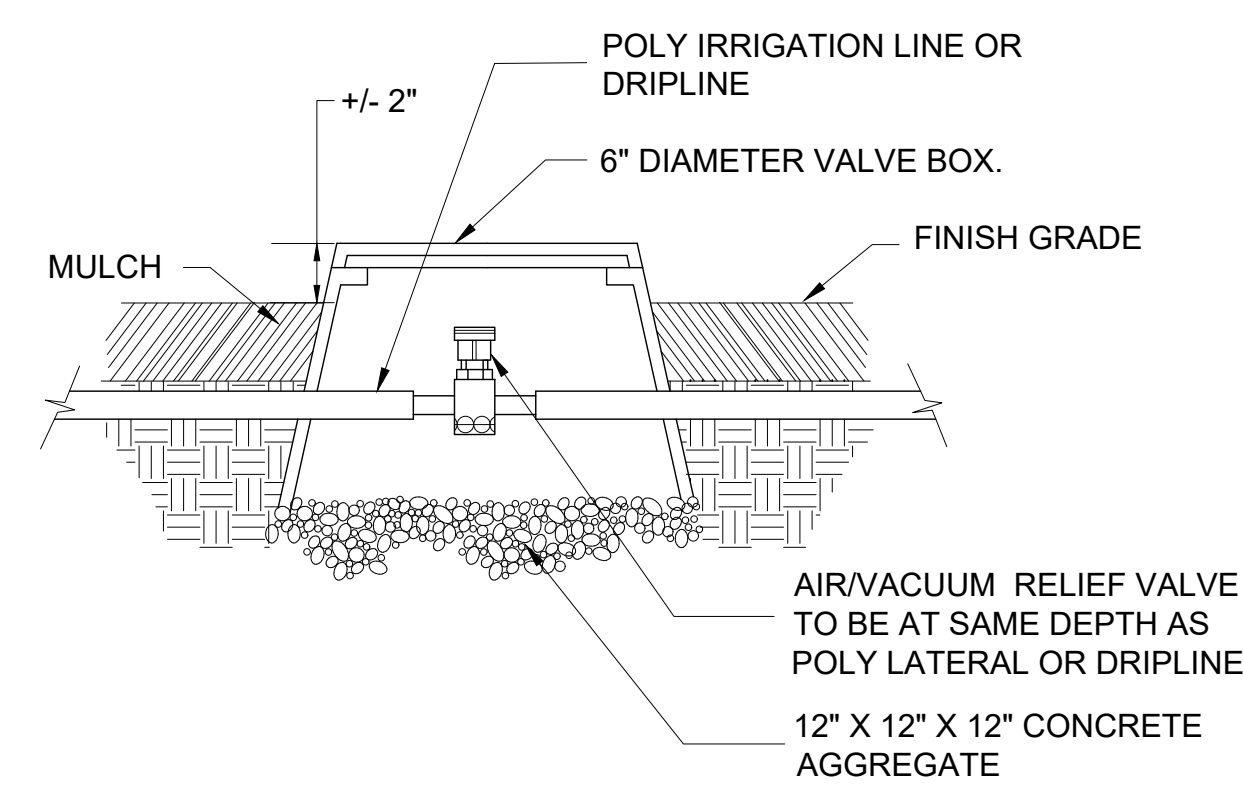
2 DRIP LINE FLUSH VALVE



MAXIMUM LENGTH OF SINGLE LATERAL (FEET)											
DRIPPER SPACING		12"			18"			24"			
DRIPPER FLOW RATE (GPH)		0.26	0.4	0.6	0.9	0.26	0.4	0.6	0.9		
INLET PRESSURE (PSI)	15	127	109	86	65	177	151	120	91	152	116
	25	427	325	256	194	604	459	361	274	458	348
	35	539	409	322	244	763	579	456	346	580	440
	45	618	469	369	280	877	664	523	397	666	506
FLOW PER 100 FEET											
DRIPPER SPACING	0.26 GPH DRIPPER		0.4 GPH DRIPPER		0.6 GPH DRIPPER		0.9 GPH DRIPPER				
	GPH	GPM	GPH	GPM	GPH	GPM	GPH	GPM			
12"	26.40	0.44	40.00	0.67	61.00	1.02	92.00	1.53			
18"	17.58	0.29	26.67	0.44	41.00	0.68	61.00	1.02			
24"	N/A	N/A	N/A	N/A	31.00	0.51	46.00	0.77			

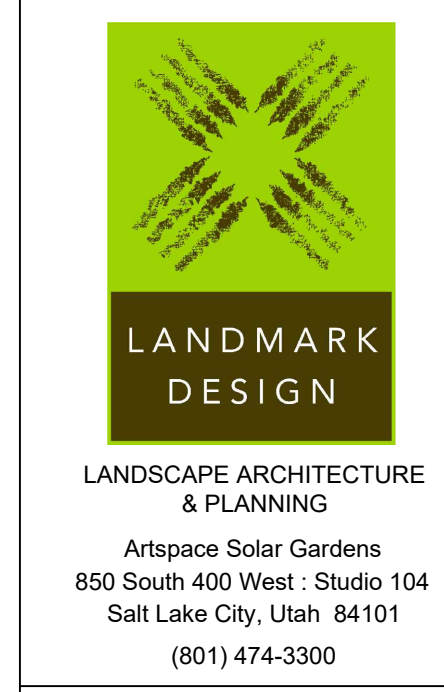


3 TYPICAL DRIPLINE REQUIREMENTS



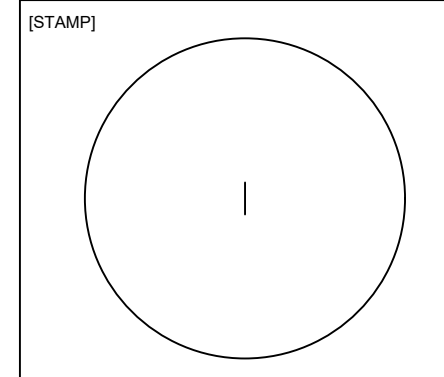
4 AIR/VACUUM RELIEF VALVE

Drawing: P:\PROJECTS\13\_COURTNEY\13041 SOUTH OGDEN CLUB HEIGHTS PARK\DRAWINGS\SOCHP\_LX-500\_DETAILS.dwg  
 Printed on: 1/19/2020 9:59 AM



LANDSCAPE ARCHITECTURE & PLANNING  
 Artspace Solar Gardens  
 850 South 400 West - Studio 104  
 Salt Lake City, Utah 84101  
 (801) 474-3300

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CITY OF SOUTH OGDEN  
**CLUB HEIGHTS PARK**  
 4149 South Palmer Drive  
 South Ogdren, Utah 84405



#	Date	Revision

**CONSTRUCTION DOCUMENTS**

PROJ. #: 201919  
 CHECKED BY: MV  
 DRAWN BY: ST/HH  
 DATE: 07/20/20

**IRRIGATION DETAILS**

**LI-503**



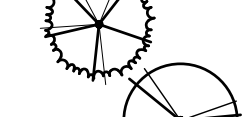

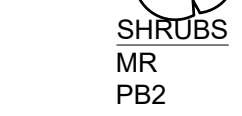
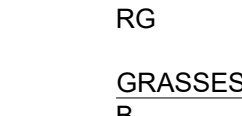
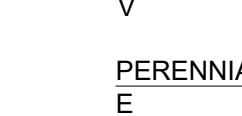
#	Date	Revision

**CONSTRUCTION DOCUMENTS**

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DRAWN BY: STHH  
DATE: 07/20/20

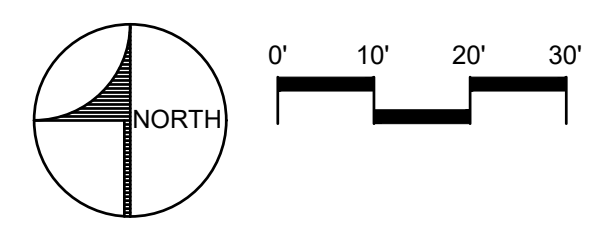
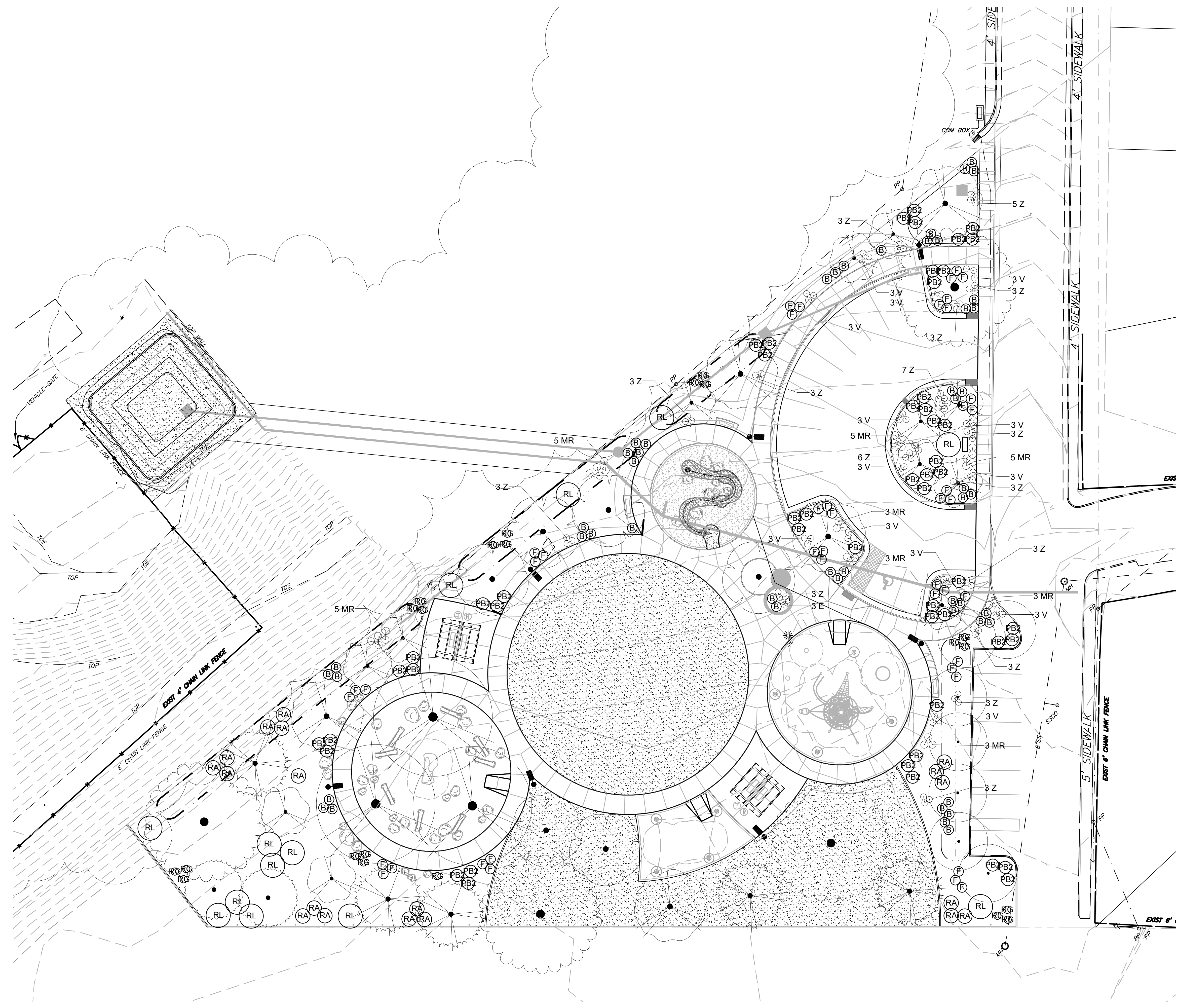
**PLANTING PLAN**

**PLANT SCHEDULE**

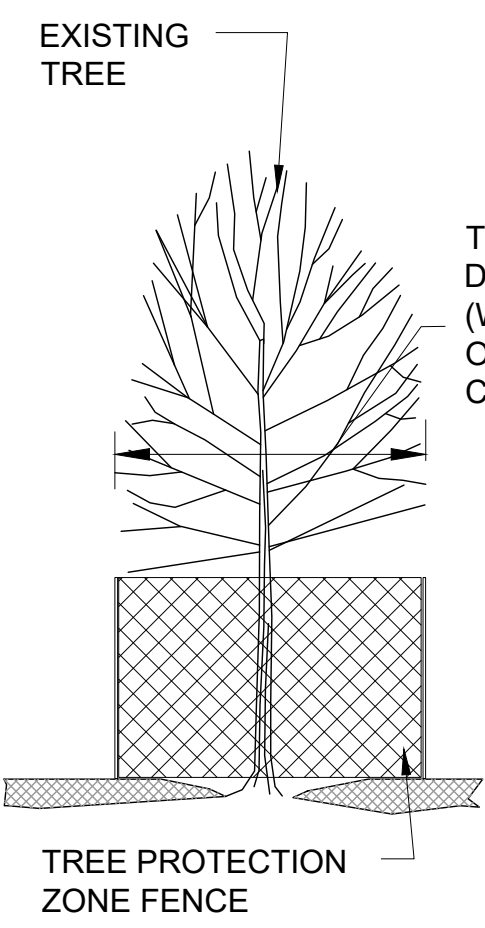
TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HYDROZONE
	12	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	15 gal.	Pot
	5	Liriodendron tulipifera	Tulip Tree	2" Cal.	B&B
	2	Pinus flexilis	Limber Pine	5' Ht.	B&B
	5	Pinus jeffreyi	Jeffrey Pine	5' Ht.	B&B
	3	Platanus x acerifolia 'Bloodgood'	London Plane Tree	2.5" Cal.	B&B
	4	Quercus muehlenbergii	Chinkapin Oak	2.5" Cal.	B&B
	6	Zelkova serrata 'Green Vase'	Sawleaf Zelkova	2" Cal.	B&B
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	HYDROZONE
MR	32	Mahonia repens	Dwarf Oregon Grape	2 gal	
PB2	52	Prunus besseyi 'Pawnee Buttes'	Sand Cherry	5 gal	
RA	19	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	5 gal	
RL	13	Rhus typhina 'Lacinata'	Cutleaf Staghorn Sumac	5 gal	
RG	22	Ribes alpinum 'Green Mound'	Green Mound Alpine Currant	5 gal	
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	HYDROZONE
B	50	Bouteloua gracilis 'Blonde Ambition'	Blue Grama	1 gal	
F	44	Festuca mairei	Atlas Fescue	1 gal	
V	39	Panicum virgatum 'Shenandoah'	Switch Grass	1 gal	
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	HYDROZONE
E	3	Geranium macrorrhizum 'Beven's Variety'	Beven's Variety Geranium	1 gal	
Z	57	Zauschneria garretii	Hummingbird Trumpet	1 gal	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	HYDROZONE
PP	19,115 sf	Poa pratensis	Kentucky Bluegrass	sod	

**GENERAL LANDSCAPE NOTES**

1. THE LANDSCAPE CONTRACTOR MUST EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IN WRITING OF ANY UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
2. BEFORE ANY EXCAVATION CONTACT "BLUE STAKES" OR NOTIFY APPROPRIATE UTILITY COMPANIES, AND COORDINATE WITH THE GENERAL CONTRACTOR FOR THE LOCATION OF UTILITIES, SLEEVES, CONDUITS, ETC.
3. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE AND VERIFYING QUANTITIES AND AREAS.
4. THE LANDSCAPE CONTRACTOR MUST COORDINATE WITH ALL OTHER ASSOCIATED TRADES TO BEST FACILITATE PROGRESS ON THE JOB.
5. ALL LANDSCAPE AREAS SHALL RECEIVE DEPTH OF PREPARED PLANTING SOIL PER SPECIFICATIONS (329000). PLANTING SOIL SHALL BE PLACED IN TWO EQUAL LIFTS. THE FIRST LIFT SHALL BE ROTOTILLED INTO PREPARED SUBGRADE TO A MINIMUM 8" DEPTH. ALL AREAS SHALL BE FINAL GRADED TO AVOID HIGH OR LOW SPOTS, AND PROVIDE POSITIVE DRAINAGE.
6. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FINISH GRADE ELEVATIONS IN LANDSCAPED AREAS.
7. ALL PLANT MATERIALS MUST MEET SIZES INDICATED IN SCHEDULES. THE OWNER'S AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO REFUSE PLANT MATERIALS WHICH DO NOT MEET THE QUALITY REQUIRED OF THE PROJECT.
8. ANY PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. CONTRACTOR TO VERIFY ALL PLANT QUANTITIES REQUIRED AND PROVIDE THE PLANTS NECESSARY TO COMPLETE THE PLANTINGS.
9. ALL PLANT MATERIAL SHALL BE NURSERY GROWN (NOT FIELD COLLECTED), CONTAINERIZED OR BALLED AND BURLAPPED. PROVIDE ONLY SOUND, HEALTHY, VIGOROUS PLANTS, FREE OF DEFECTS, DISEASE, AND ALL FORMS OF INFESTATION. MEASUREMENTS, CALIPER, BRANCHING, GRADING QUALITY, BALLING AND BURLAPPING PLANT MATERIAL SHALL CONFORM TO MINIMUM STANDARDS OF ANSI Z60.1, LATEST EDITION.
10. ALL TREES PLANTED IN LAWN AREAS TO HAVE 3' DIAMETER CIRCLE (CENTERED ON TRUNK) CLEAR OF LAWN, WITH 3" BARK MULCH APPLIED.

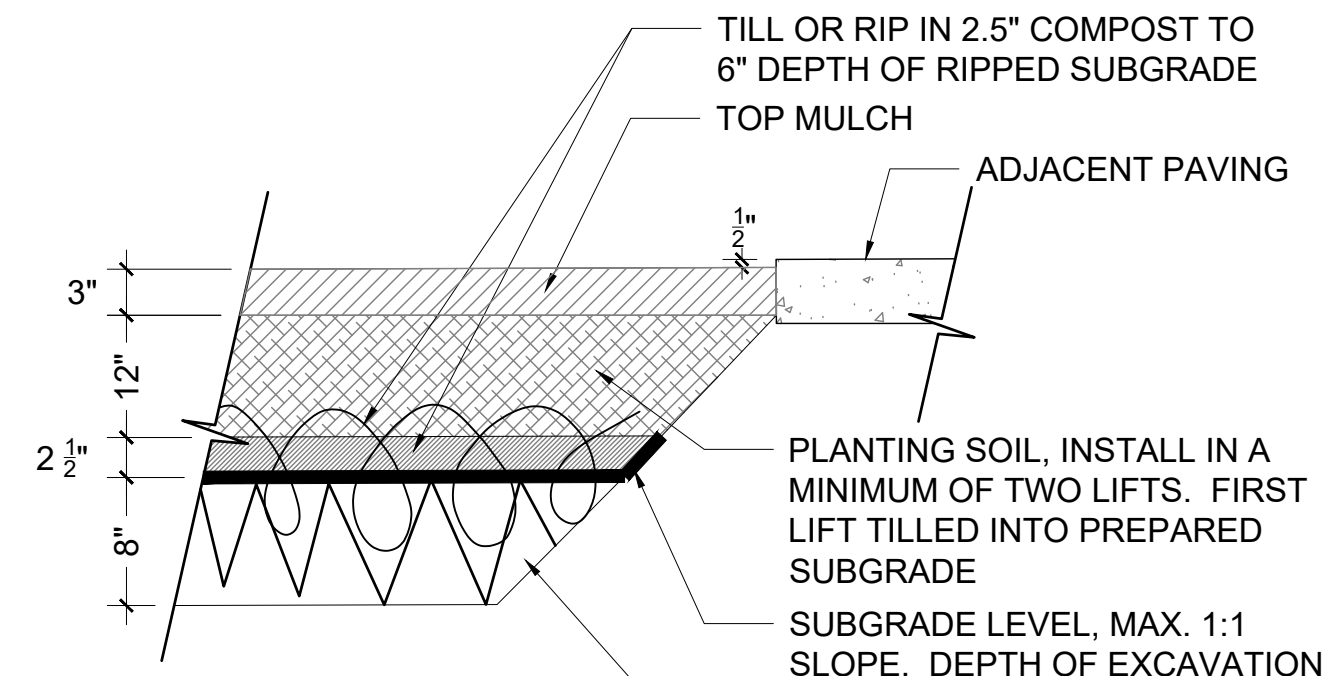


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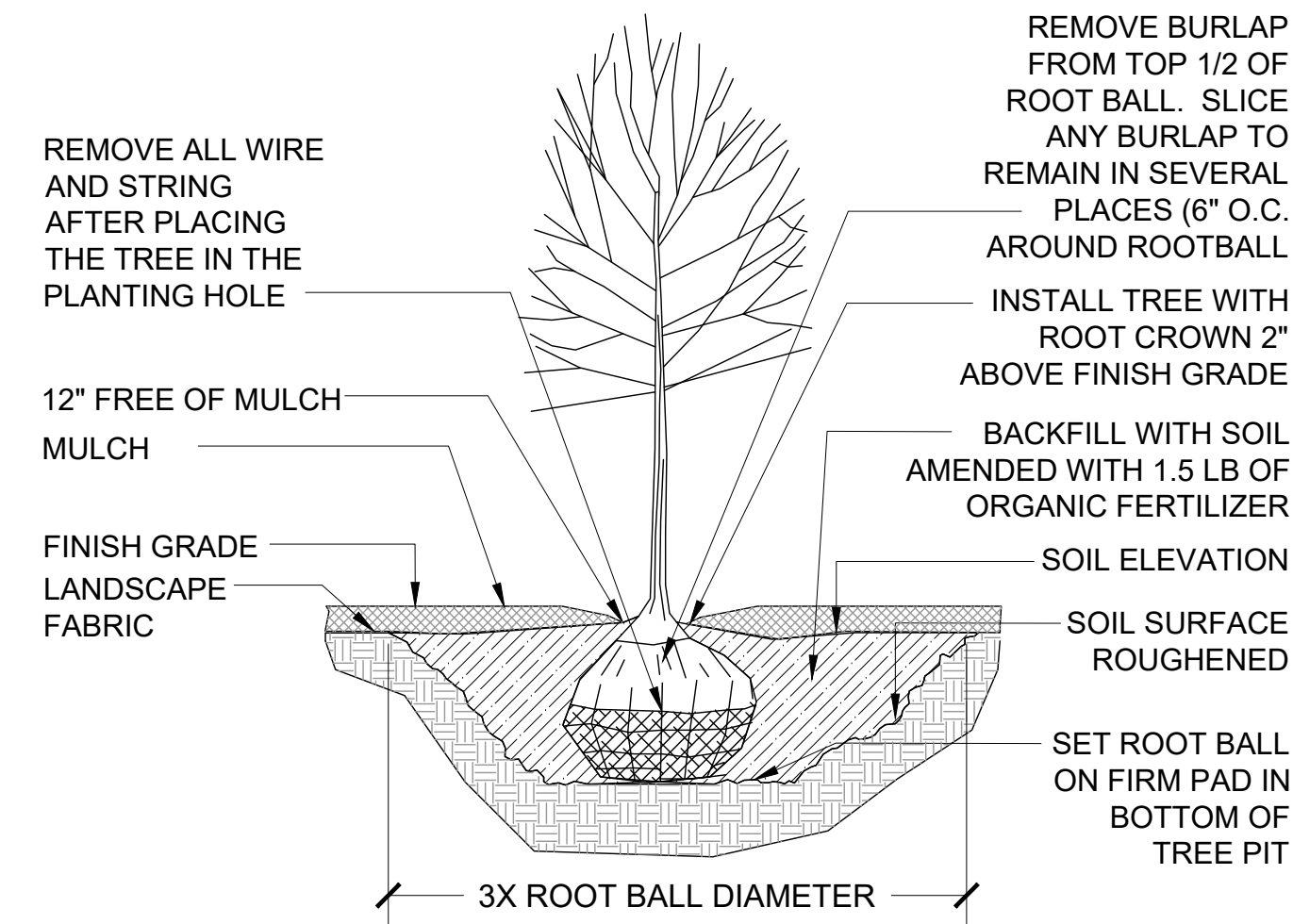
- EXISTING TREE PROTECTION**
- EXISTING TREES WITHIN CONTRACT LIMIT LINE SHALL BE PROTECTED WITH A TREE PROTECTION FENCE.
  - ENGAGE A CERTIFIED ARBORIST FOR ANY REQUIRED PRUNING, ANALYSIS, AND RECOMMENDATIONS.
  - PROVIDE FENCING (6' MINIMUM HEIGHT) AND SIGNAGE INDICATING THE FENCE IS FOR TREE PROTECTION.
  - PROVIDE TEMPORARY IRRIGATION PER SEC 01 56 32.
  - DO NOT STORE OR PLACE CONSTRUCTION MATERIALS, VEHICLES, OR MACHINERY WITHIN THE FENCED PROTECTION AREA.
  - TREE PROTECTION FENCING MUST BE IN PLACE BEFORE DEMOLITION AND GRADING ACTIVITIES BEGIN.

**1 TEMPORARY TREE PROTECTION**  
P-SOCHP-89



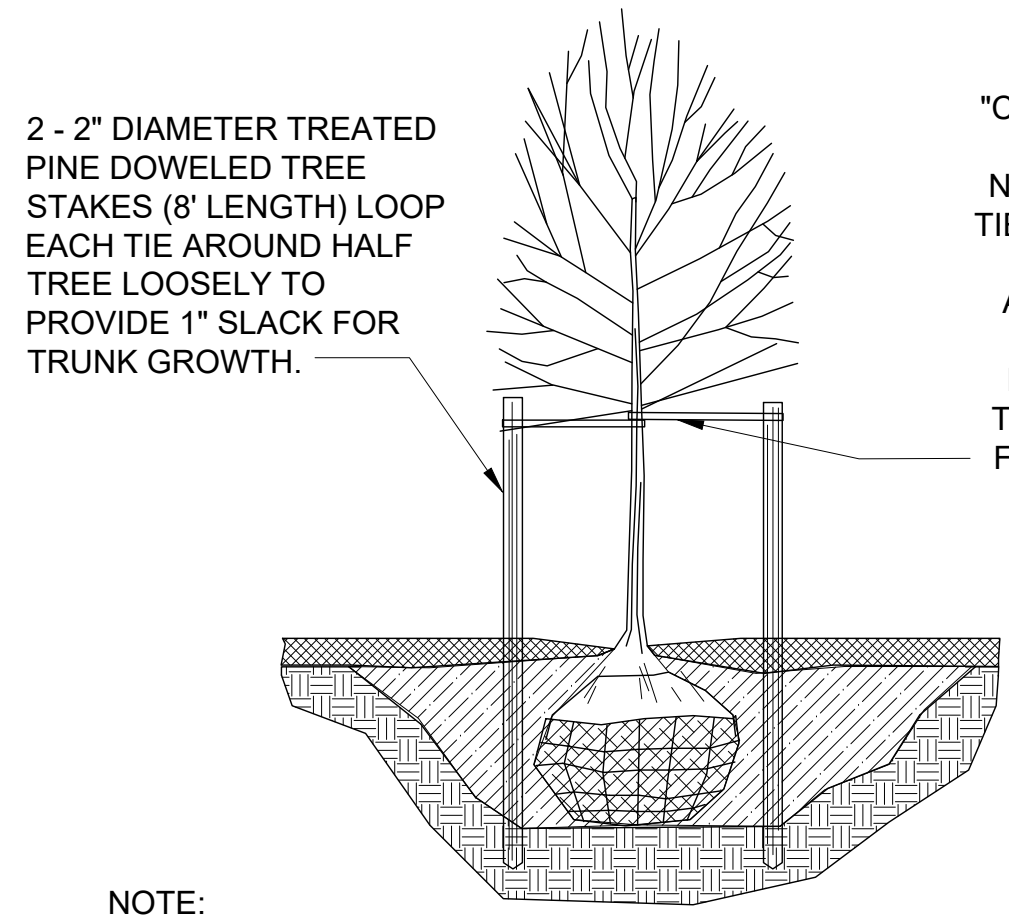
- NOTES:**
- FINISH SURFACE OF MULCH TO BE 1/2" BELOW ADJACENT PAVEMENT.
  - ALL AREAS IMPACTED BY CONSTRUCTION ACTIVITY OF ANY KIND, INCLUDING STORAGE OF MATERIALS, SHALL RECEIVE FULL SUBGRADE PREPARATION.

**2 PLANTING BED PREP**  
1" = 1'-0"  
P-SOCHP-28



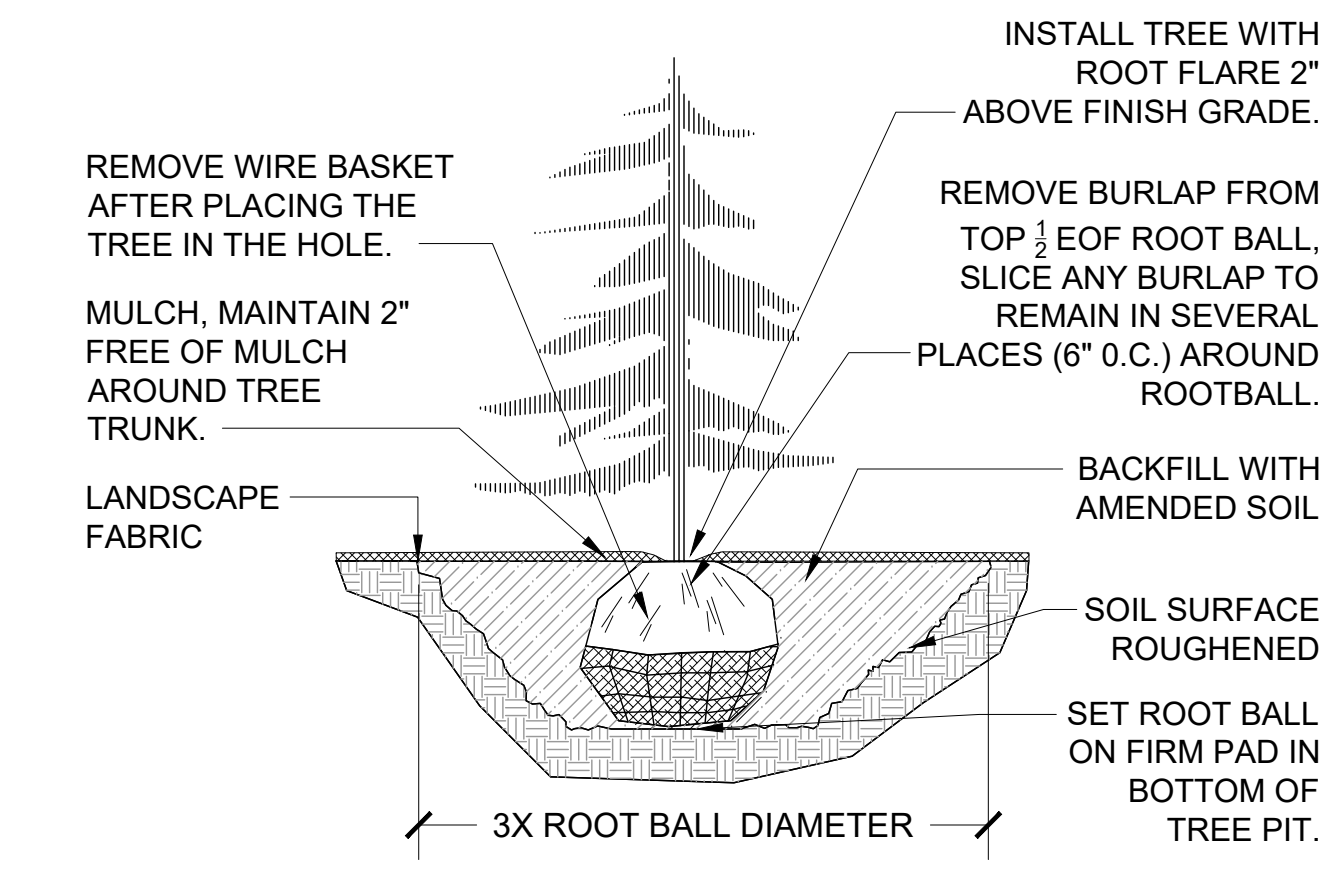
THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING. MIX EXISTING EXCAVATED SOIL WITH 5 CU FT OF ORGANIC MULCH AMENDMENT THROUGH OUT ENTIRE TREE PIT.

**3 DECIDUOUS TREE PLANTING**  
P-SOCHP-05



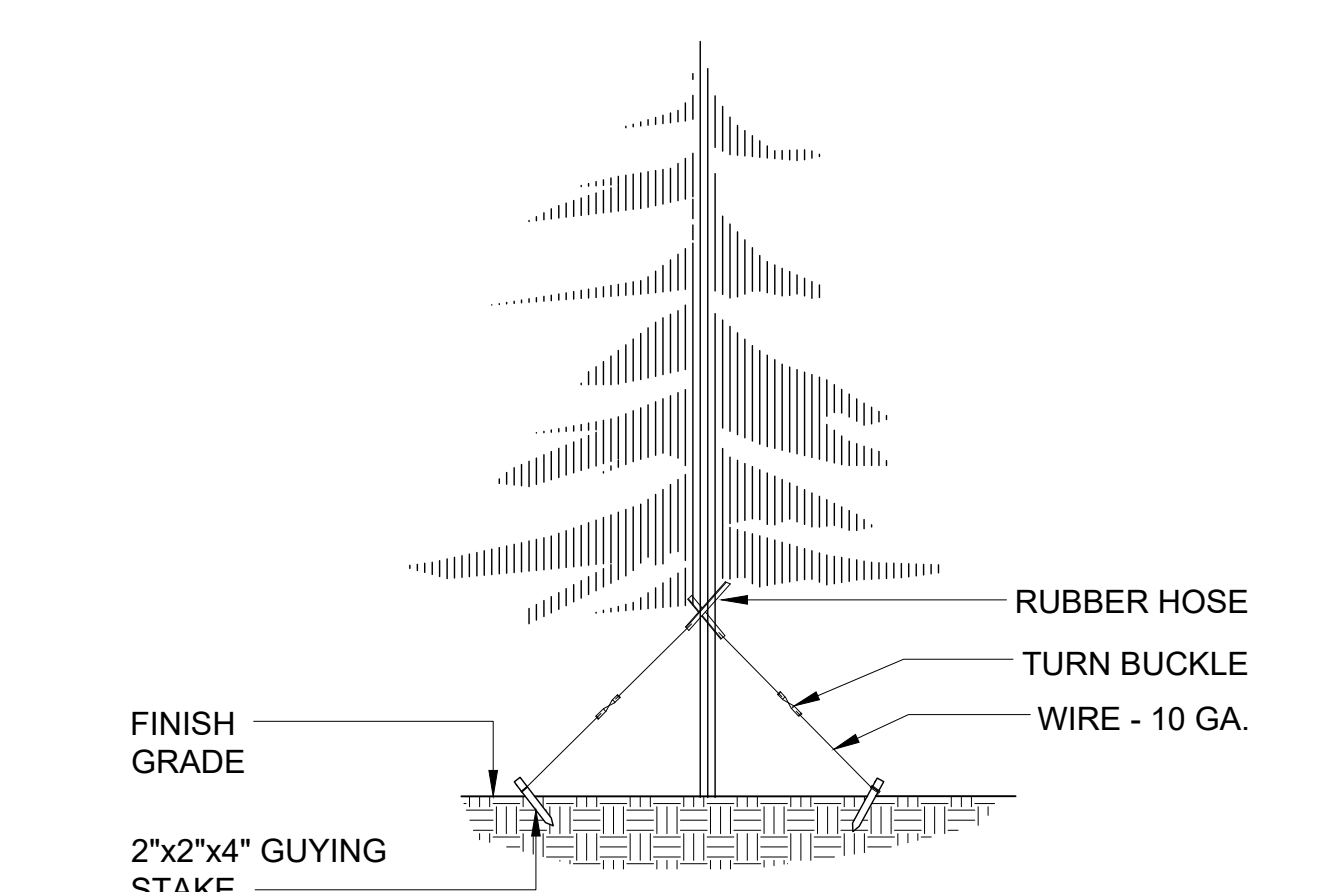
**NOTE:**  
ANY STAKING WILL BE IN ACCORDANCE WITH CURRENT HORTICULTURE PRACTICE. STAKING OF TREES WILL BE WITH WOODEN STAKES PLACED OUTSIDE OF THE ROOT BALL.

**4 TREE STAKING (DECIDUOUS)**  
P-SOCHP-03



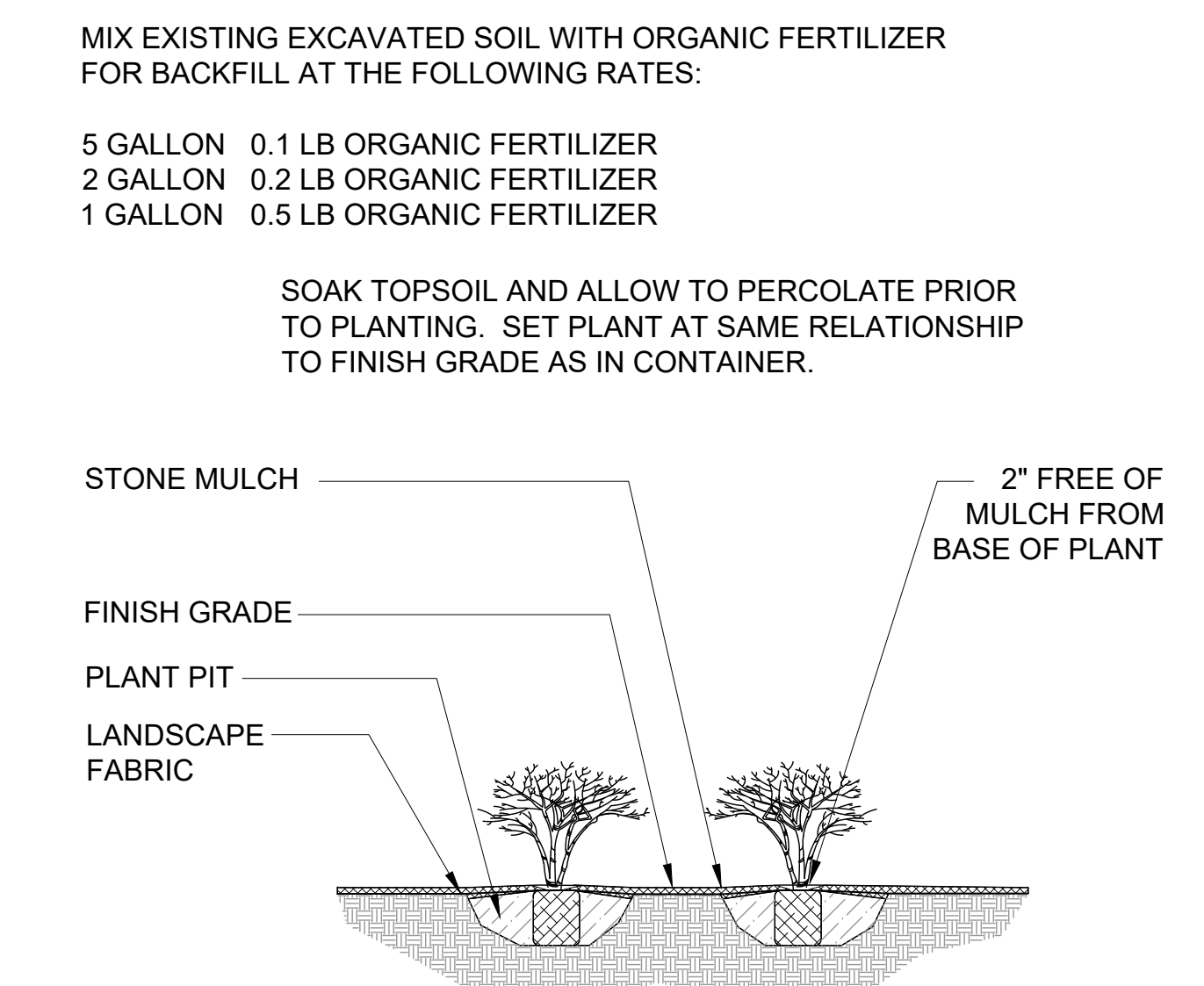
**NOTE:**  
1. STAKING IS NOT GENERALLY REQUIRED. FOR ALL TREE PLANTING, IF CONDITIONS ARE PRESENT WHERE THE CONTRACTOR DEEMS IT NECESSARY TO STAKE TREES IN ORDER TO ENSURE VIABILITY THROUGH THE GUARANTEE PERIOD, THE CONTRACTOR MAY STAKE THE TREES AT NO ADDITIONAL COST TO THE OWNER.  
2. STAKING WILL BE IN ACCORDANCE WITH CURRENT HORTICULTURE PRACTICE. STAKING OF EVERGREEN TREES WILL BE WITH TREE ROOT BALL ANCHORING SYSTEM.

**5 EVERGREEN TREE PLANTING**  
P-SOCHP-02

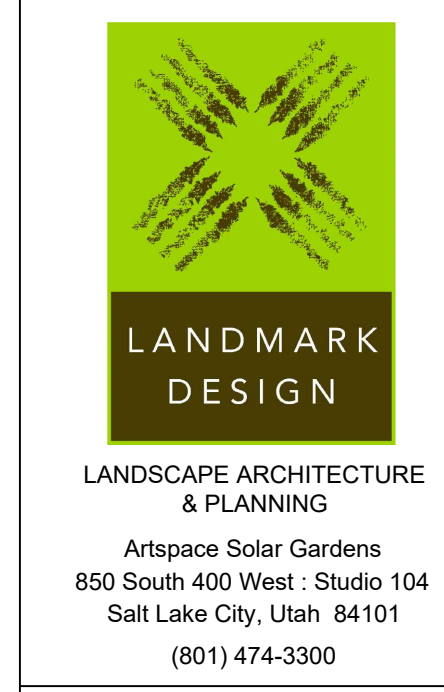


**NOTES:**  
1. STAKING WILL BE IN ACCORDANCE WITH CURRENT HORTICULTURE PRACTICE. STAKING OF TREES WILL BE WITH WOODEN STAKES PLACED OUTSIDE OF THE ROOT BALL.  
2. THREE EQUALLY SPACED WIRES ARE TO BE USED IN GUYING.  
3. SEE DETAILS FOR TREE PLANTING.

**6 TREE GUYING (EVERGREEN)**  
P-SOCHP-04

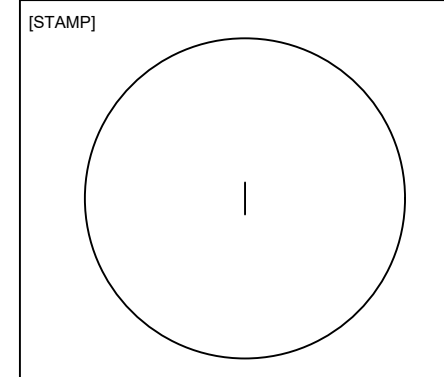


**7 SHRUB PLANTING**  
P-SOCHP-01



LANDSCAPE ARCHITECTURE & PLANNING  
Artspace Solar Gardens  
850 South 400 West - Studio 104  
Salt Lake City, Utah 84101  
(801) 474-3300

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CITY OF SOUTH OGDEN  
**CLUB HEIGHTS PARK**  
4149 South Palmer Drive  
South Ogden, Utah 84405

#	Date	Revision

**CONSTRUCTION DOCUMENTS**

PROJ. #: 201919  
CHECKED BY: MV  
DRAWN BY: ST/HH  
DATE: 07/20/20

PLANTING DETAILS

**LP-501**

Drawing: P:\PROJECTS\13\_COURTNEY\13041 SOUTH OGDEN CLUB HEIGHTS PARK\DRAWINGS\SOCHP\_LX-501\_DETAILS.dwg  
Plotted on: 7/19/2020 9:29 AM



## NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, JULY 21, 2020

WORK SESSION – 5 PM

REGULAR COUNCIL MEETING - 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, July 21, 2020. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; however, the city will abide by all COVID-19 restrictions in place at the time of the meeting, including social distancing and number of people allowed to gather at one time. Some members of the council may be attending the meeting electronically.

### 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. RECOGNITION OF SCOUTS AND STUDENTS

#### V. CONSENT AGENDA

- A. Approval of July 7, 2020 Council Minutes
- B. Set Date for Public Hearing (August 4, 2020 at 6:05 pm) to Receive and Consider Comments on the Proposed FY2021 Budget Which Includes a Property Tax Increase

---

**From:** Susan D  
**Sent:** Wednesday, July 15, 2020 1:51 PM  
**To:** Leesa Kapetanov  
**Cc:** Matt Dixon  
**Subject:** Re: Next Council Meeting  
**Attachments:** image003.png

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Here are the comments provided by folks so far, including my own:

Susan DeBruin  
3839 Orchard Ave

Below are comments from various South Ogden City residents who, like me, support legalizing small flocks of backyard chickens. Currently, we have a petition with 43 households in favor of legalizing chickens for which we are continuing to gather signatures (albeit, slowly due to social distancing).

I have spoken to 4 our councilmembers on this topic, and since those conversations I have done a great deal of research. I believe we can address any remaining concerns regarding allowing chickens as pets in South Ogden, and I will be reaching out again to further discuss. Thank you all for your attention in this matter. - Susan

Rick Leishman  
3885 Orchard Avenue

The current COVID-19 pandemic we current find ourselves in as well as the quarantine requirements have made the Idea and NEED to be more self sufficient a stark reality. There are some answers that will need to be addressed but a few city meetings would resolve those concerns adequately. Smaller and more densely populated cities surrounding South Ogden City have adopted laws allowing laying hens for individual home owner needs as long as th ey are non comercial.

Jared Randall  
864 E. Burch Creek Hollow

Research shows there are many community benefits of backyard female chickens. One in particular that I appreciate is the reduction of insect /pests that the chickens consume, thereby reducing the amount of pesticides used.

Ammon Nelson  
512 Leona Dr

I would probably not choose to raise chickens, myself, but I firmly believe it is something that the city should allow.

Cassie Starr

3647 S. Monroe Boulevard

I am not able to keep chickens, but my neighbor should be allowed to.

Jessica Quigley

4029 Porter Ave

When I first moved to Utah 5 years ago I was excited about the state's self-proclaimed push for self-sustainability. Then I was frustrated to learn that it doesn't extend to backyard chickens due to lack of understanding and proper research on the cities part. I've participated in multiple city hall meetings about chickens and though I have degrees in both animal & food sciences and wildlife biology, my & many other knowledgeable opinions were ignored entirely and chickens were sidelined for prejudiced reasons for the council that's was sitting at the time of those meetings; sound logic or science was not taken into consideration at all. I encourage all the current councilmen and women to go visit both a local farm operation as well as someone with backyard chickens to see what they are like in real life, as well as doing their own research on what many other states and cities have passed in sound logic.

William Visser

4849 Ben Lomond Ave

It's ridiculous that this municipality does not allow chickens but they allow people to neglect their yards and let parts of the town fall into disarray.

Jody Grose

3751 Madison Avenue

We would love to have chickens at our home. Not only is it a teaching opportunity for our kids to learn some skills, but I'm trying times like now with COVID, it would be a huge help in giving us some food for our family in so many ways.

Joshua Payne

3796 Porter Ave

I grew up raising chickens in Ogden Valley, and am very familiar with facts vs. the false information that I have heard at past city council meetings.

Nicole Berthelemy

4920 Sunset Lane

Chickens are a valuable addition to a garden.

Anne-Marie Dunaway

1882 E 5625 S

It's really helpful to localize food!

Rayven Rizer

14 Yale Dr.

Chickens would be a great way to naturally control the abundance of ground pests that attack our gardens here in South Ogden.

Joshua Brooks

3888 Orchard Ave

Our chickens would be treated like pets, taken care of and not harming any neighbors or the environment. I respect my neighbors and neighborhood. Chickens would only be helping our community as we should have the choice to have them or not. As long as they're not bugging our neighbors and they are kept appropriately there shouldn't be any problems.

Tylor John Young  
267 Chimes View Dr

We are in the middle of a world wide Pandemic with food shortages at every grocery store across the entire country. Raising chickens with an urban garden is not a luxury, it is a necessary addition to our homes in order to keep our families healthy.

Craig W Visser  
4849 Ben Lomond

We have had earthquakes, a pandemic, we have had runs on the stores. We need to have everything to be self sufficient. We have food storage, we need chickens. They are quieter than all the dogs that bark all night and we have raccoons, quail, deer, skunks, and rattlesnakes. So I see no reason that chickens are not allowed in city limits. The fact that some of the biggest densely populated municipalities in the country let alone Ogden city should be reason enough to allow this to pass. It should not be a crime to try and be self sustainable for family and neighbors. This state is known for its ability to sustain itself in a time of crisis. The fact that the people of this city are trying to return to the way of self sustainability is something to be applauded not punished.

---

**From:** Kathi Benson  
**Sent:** Wednesday, July 15, 2020 3:52 PM  
**To:** Leesa Kapetanov; Matt Dixon  
**Subject:** Public Comment for July 21st City Council Meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Kathi Benson

I have been fighting for FIVE years for backyard laying hens. I have rebutted all arguments that have been presented by Council members and watched other South Ogden citizens do the same over and over again. I gave up the chickens I had in 2016 and am very sorry that I did. As meat becomes tainted, destroyed, more expensive, and scarce with the Covid19 it would be beneficial to have chickens now for the protein (eggs).

Thank you for your time,  
Kathi Benson

## VI. PUBLIC HEARING

To Receive and Consider Comments on the Following Items:

- A. City's Intent to Continue Not Charging Itself for Water, Sewer, and Storm Drain Used For Normal City Operations During FY2021
- B. Proposed Utility Franchise Fee Transfers from the Enterprise Funds to the General Fund

## VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 20-20** – Ratifying an Agreement for Use of Community Development Block Grant Funds
- B. Consideration of **Resolution 20-21**- Approving an Agreement with Wasatch Physical Therapy for Concussion Protocol Services
- C. Consideration of **Resolution 20-22** – Approving and Agreement with Wasatch Front Football League for 2020 Season

## VIII. REPORTS/DIRECTION TO CITY MANAGER

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

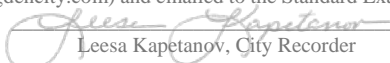
## IX. RECESS CITY COUNCIL MEETING AND CONVENE INTO AN EXECUTIVE SESSION

- A. Pursuant to UCA §52-4-205 1(a) to discuss the character, professional competence, or physical or mental health of an individual

## X. ADJOURN EXECUTIVE SESSION, RECONVENE CITY COUNCIL MEETING AND ADJOURN

Posted to the State of Utah Website July 17, 2020

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1<sup>st</sup> and 2<sup>nd</sup> floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on July 17, 2020. Copies were also delivered to each member of the governing body.

  
Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.



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

TUESDAY, JULY 7, 2020

WORK SESSION – 5 PM IN COUNCIL ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

### WORK SESSION MINUTES

#### COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Council Member Smyth joined the meeting via the Zoom meeting app.

#### STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Finance Director Steve Liebersbach, Fire Chief Cameron West, Police Chief Darin Parke, Information Services Manager Brian Minster, Special Events Coordinator Jamie Healy, and Recorder Leesa Kapetanov Note: Parks and Public Works Director Jon Andersen and Police Chief Darin Parke joined the meeting via Zoom.

#### CITIZENS PRESENT

No one else was present for the work session

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

**[https://www.southogdencity.gov/document\\_center/Sound%20Files/2020/CC200707\\_1702.mp3](https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200707_1702.mp3) or by requesting a copy from the office of the South Ogden City Recorder.**

#### I. CALL TO ORDER

- Mayor Porter called the meeting to order at 5:05 pm and entertained a motion to begin.  
00:00:00

**Council Member Howard moved to open the meeting, followed by a second from Council Member Smyth. Council Members Strate, Stewart, and Smyth all voted aye.**

Note: Council Member Orr was not present for the vote, but joined the meeting shortly thereafter.

35 **II. REVIEW OF AGENDA**

36 There was no review of the agenda.

37

38

39

40 **III. DISCUSSION ITEMS**

41 **A. FY2021 Budget**

- 42 • Overview and discussion with Finance Director Steve Liebersbach

43 00:00:44

- 44 • Budget suggestions by Council Member Strate

45 00:49:34

46

47

48 **IV. ADJOURN**

49 At 6:03 pm, Mayor Porter called for a motion to adjourn the work session.

50

51 **Council Member Strate moved to adjourn, followed by a second from Council Member Orr.**

52 **The voice vote was unanimous in favor of the motion.**

53 00:57:27

54

## COUNCIL MEETING MINUTES

### COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth Note: Council Member Smyth joined the meeting via the Zoom meeting app.

### STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Information Services Manager Brian Minster, Special Events Coordinator Jaime Healy, and Recorder Leesa Kapetanov Note: Parks and Public Works Director Jon Andersen and Police Chief Darin Parke joined the meeting via Zoom.

### CITIZENS PRESENT

Bruce and Joyce Hartman, and family members of Firefighter Mark Blamires

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

**[https://www.southogdencity.gov/document\\_center/Sound%20Files/2020/CC200707\\_1805.mp3](https://www.southogdencity.gov/document_center/Sound%20Files/2020/CC200707_1805.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 6:08 pm and called for a motion to convene

00:00:06

**Council Member Howard moved to begin council meeting, followed by a second from Council Member Smyth. In a voice vote Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.**

#### B. Prayer/Moment of Silence

The mayor led those present in a moment of silence.

#### C. Pledge Of Allegiance

Council Member Mike Howard led the Pledge of Allegiance.

98 **II. PUBLIC COMMENTS**

- 99 • The mayor opened the meeting to public comment for those present and instructed those on  
100 Facebook they could submit comments until 7:20 pm. No one in the Council Room came  
101 forward.

102  
103  
104 **III. RESPONSE TO PUBLIC COMMENT**

105 Not applicable

106  
107  
108 **IV. RECOGNITION OF SCOUTS/STUDENTS PRESENT**

- 109 • No scouts or students were present

110  
111  
112 **V. CONSENT AGENDA**

113 A. Approval of June 16, 2020 Council Minutes

114 B. Set Date for Public Hearings (July 21, 2020 at 6 pm or as soon as the agenda permits) to Receive  
115 and Consider Comments on the Following Items:

116 1. City's Intent to Continue Not Charging Itself for Water, Sewer, and Storm Drain Used  
117 For Normal City Operations During FY2021

118 2. Proposed Utility Franchise Fee Transfers from the Enterprise Funds to the General Fund

119 C. Set Date for Public Hearing (August 4, 2020 at 6 pm or as soon as the agenda permits) to Receive  
120 and Consider Comments on the Proposed Closure of Lincoln Avenue Between 36th Street and  
121 Riverdale Road

- 122 • Mayor Porter read the consent agenda and asked if there were any questions or comments.  
123 After some questions by Council Member Orr, the mayor called for a motion to approve the  
124 consent agenda.

125 00:01:37

126  
127 **Council Member Smyth so moved. The motion was seconded by Council Member Strate.**  
128 **There was no further discussion. The voice vote was unanimous in favor of the motion.**

129  
130  
131  
132 **VI. PRESENTATION**

133 Recognition of Firefighter Mark Blamires as Valedictorian of 2020 Paramedic Class

- 134 • Mayor Porter called Chief West, Battalion Chief Miner, and Firefighter Mark Blamires forward  
135 and praised Firefighter Blamires for his efforts

136 00:03:14

137

138

139 **VII. DISCUSSION/ACTION ITEMS**

140 A. Consideration of Ordinance 20-18 – Amending Title 10 of the City Code Having to Do With Short  
141 Term Lenders, Mural Signs, Clarifying That Farm Animals Cannot Be Kept In the City, Removing  
142 Conditional Uses From the R-3 Zone, and Reducing Bike Parking Requirements in the Form Based  
143 Code

- 144 • Staff overview 00:05:33
- 145 • Discussion 00:08:04
- 146 • Motion 00:10:04

147  
148 **Council Member Strate moved to approve Ordinance 20-18. Council Member Smyth**  
149 **seconded the motion. Mayor Porter asked if there was further discussion, and seeing none,**  
150 **he called the vote:**

- 151
- 152 **Council Member Smyth - Yes**
- 153 **Council Member Howard - Yes**
- 154 **Council Member Stewart- No**
- 155 **Council Member Strate - Yes**
- 156 **Council Member Orr - Yes**

157  
158 **Ordinance 20-18 was adopted.**

159  
160  
161 B. Consideration of Ordinance 20-19 – Amending the Consolidated Fee Schedule To Increase the  
162 Park Impact and Recreation Fees

- 163 • Staff overview 00:12:05
- 164 • Council discussion/questions 00:14:58
- 165
- 166 • Motion 00:17:12

167  
168 **Council Member Howard moved to adopt Ordinance 20-19, followed by a second from**  
169 **Council Member Strate. Council Member Orr stated she thought it was very reasonable to**  
170 **charge the full park impact fee; there was a lot to be done in the City and she felt the money was**  
171 **used wisely. The mayor then called the vote:**

- 172
- 173 **Council Member Stewart - Yes**
- 174 **Council Member Howard - Yes**
- 175 **Council Member Strate - Yes**
- 176 **Council Member Smyth - Yes**
- 177 **Council Member Orr- Yes**

178  
179 **The impact fees were approved.**

180

181

182 • City Manager Dixon informed the mayor the time for online public comment had passed.  
183 The mayor asked if any comments had been made by people attending the meeting  
184 electronically. Information Services Manager Brian Minster informed the Mayor no  
185 comments had been made.

186 00:18:03

187  
188

189 **C. Consideration of Resolution 20-18 - Ratifying the Approval of an Interlocal Agreement with**  
190 **Weber County for the Distribution of Cares Act Funding**

- 191 • Staff overview 00:18:20  
192 • Council discussion 00:25:08  
193 • Motion 00:31:12

194

195 **Council Member Strate moved to adopt Resolution 20-18. Council Member Smyth seconded**  
196 **the motion. After determining there was no further discussion, the mayor called the vote:**

197 **Council Member Howard- Yes**  
198 **Council Member Orr- Yes**  
199 **Council Member Strate- Yes**  
200 **Council Member Stewart- Yes**  
201 **Council Member Smyth- Yes**

202

203 **Resolution 20-18 was approved.**

204

205

206 **D. Consideration of Resolution 20-19 – Approving Lease Agreement with Bonneville High School**  
207 **for Nature Park Property West of Park Vista Drive**

- 208 • Mayor overview 00:31:36  
209 • Council discussion 00:31:59  
210 • Motion 00:37:25

211

212 **Council Member Strate moved to adopt Resolution 20-19. The motion was seconded by**  
213 **Council Member Smyth.** City Manager Dixon suggested they add the wording “between  
214 Bonneville High School and/or the Weber School District” to the wording of the agreement.  
215 **Council Member Strate amended his motion to add the wording. Council Smyth seconded**  
216 **the amended motion. The mayor called the vote:**

217

218 **Council Member Orr- Yes**  
219 **Council Member Strate- Yes**  
220 **Council Member Stewart- Yes**  
221 **Council Member Howard- Yes**  
222 **Council Member Smyth- Yes**

223

224 **The motion stood.**

225

226 **III. DISCUSSION ITEMS**

227 A. Discussion on Whether to Send the Following Form Based Code Items to the Planning  
228 Commission for Consideration and Possible Change: Parking Requirements for Multiple-Family  
229 Dwellings, Definition of a Story, Fourth Story Setback Requirement, and Open Space  
230 Requirement

- 231 • Staff overview 00:38:02
- 232 • Council discussion 00:39:59

233  
234 The consensus of the council was that all the items listed and others they suggested should be sent  
235 to the planning commission for further review and recommendation.

239 **III. REPORTS/DIRECTION TO CITY MANAGER**

- 240 A. City Council Members
- 241 • Council Member Smyth - 01:00:57
- 242 • Council Member Orr - 01:05:09
- 243 • Council Member Strate - 01:08:41
- 244 • Council Member Howard - 01:11:51
- 245 • Council Member Stewart - 01:12:43
- 246 B. City Manager 01:14:10
- 247 C. City Attorney Nothing to report
- 248 D. Mayor Porter 01:17:30

252 **IX. RECESS CITY COUNCIL MEETING AND CONVENE INTO AN EXECUTIVE SESSION**

253 Pursuant to UCA §52-4-205 1(a) to discuss the character, professional competence, or physical or  
254 mental health of an individual

- 255 • Mayor Porter indicated it was time to enter into an executive session for the reason stated.  
256 He called for a motion to do so:

257 01:19:16

258  
259 **Council Member Howard so moved, followed by a second from Council Member Strate.**  
260 **Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.**

261  
262 The council remained in the Council Room for the executive session, while all others who were not  
263 invited to attend were asked to leave. The time was 7:24 pm.

268 **X. CLOSE EXECUTIVE SESSION, RECONVENE CITY COUNCIL MEETING, AND ADJOURN**

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At 8:08, Council Member Howard moved to close the executive session, reconvene city council meeting and adjourn. Council Member Strate seconded the motion. The voice vote was unanimous in favor of the motion.

Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council Work Session and Council Meeting held Tuesday, July 7, 2020.

  
Kapetanov, City Recorder

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

# STAFF REPORT



**SUBJECT:** FY 2021 Public Hearings  
**AUTHOR:** Steve Liebersbach  
**DEPARTMENT:** Finance  
**DATE:** 7/21/2020

---

## RECOMMENDATION

It is the recommendation of staff that the City Council hold a public hearing in accordance with State Law to allow residents to comment on the Council's intentions to: 1.) Not charge itself for water, sewer & storm drain fees used in normal City operations during FY 2021 and 2.) Transfer the utility franchise fees charged the Enterprise Funds to the General Fund.

## BACKGROUND

Item #1: the City does not charge itself fees directly for its usage of water, sewer & storm drain services. It is in some instances difficult to do so because the monitoring or metering systems are not in place to do so. Therefore, the City uses estimates as to what those amounts will be under normal operating conditions for the 2021 fiscal year. The amounts are included as part of the FY 2021 budget on both the general fund and enterprise fund side.

Item #2: the City is in the practice of charging public utilities (Rocky Mountain Power & Dominion Energy) a franchise for to operate within the City and to utilize and place their infrastructure within the City. Therefore, in a similar manner the City charges it's Enterprise Funds a utility franchise fee. The monies generated are transferred to the general fund and utilized for road and park projects as has been stipulated by the City Council.

## ANALYSIS

The processes in place by the City are not unusual and are considered as good business within the governmental arena.

## SIGNIFICANT IMPACTS

There are financial impacts to the general fund as well as water, sewer, storm drain & garbage funds.

## ATTACHMENTS

There are no attachments for a public hearing as this is your opportunity to just listen to the comments made by the residents.

# STAFF REPORT



**SUBJECT:** 37<sup>th</sup> CBDG State Contract  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Public Works  
**DATE:** 7-21-2020

---

## RECOMMENDATION

City staff recommends the approval of the State of Utah Contract for the 37<sup>th</sup> CDBG.

## BACKGROUND

South Ogden was granted this project a few years ago, but due to some urgency to move forward with the project it was never awarded. We continued to apply each year and once again we received the grant. We have been working with the state to make sure the guidelines are followed so we can move forward. By approving this contract the City will bid out the project so it can be completed during the current construction season if possible. It is a waterline and road rebuild project located on 37<sup>th</sup> street from Washington Blvd. east to Orchard.

## ANALYSIS

The road located on 37<sup>th</sup> street from Washington Blvd going east to Orchard is in need of some major repair. This road project has been on hold in hopes to receive some grant money to replace the old undersized waterline underneath the road. The waterline will be upgraded from a six inch line to an eight inch line. There will be some minor storm drain work completed at 37<sup>th</sup> and Porter to assist in a future storm drain project that will be completed in the next year. The sewers run north to south and need no repair at this time. Some minor concrete replacement to damaged areas of curb, gutter, sidewalk, approaches, ADA ramps will take place. No new sidewalk or curb will be added.

## SIGNIFICANT IMPACTS

Engineers Estimate of entire project is \$1,049,638. CDBG funding will pay for the water line portion which is \$182,400.

## ATTACHMENTS

None

**RESOLUTION NO. 20-20**

**A RESOLUTION OF THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH,  
RATIFYING AN AGREEMENT FOR USE OF RECENTLY AWARDED  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) AWARD TO  
THE CITY FOR 37TH ST. WATER LINE REPLACEMENT\ROAD REPAIR; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION 1. RECITALS**

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

WHEREAS, in conformance with UCA §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City has been notified that it has been awarded funding under the CDBG grant program for 37th St. Water Line Replacement\Road Repair; and,

WHEREAS, the City has determined that it would be in the best interest of the City and the inhabitants thereof, to obtain such funds and to sign the necessary agreements and contracts to obtain those funds; and,

WHEREAS, the City has, because of the exigencies of timing, previously signed the agreements and contracts to obtain those funds, which actions should now be ratified; and,

WHEREAS, the City Manager of South Ogden is the chief administrative officer and representative of the City;

WHEREAS, the City Council finds that signing and supporting the CDBG program and related agreements and requirements, and ratifying prior approval actions, is in the best interest of the citizens of South Ogden City; and,

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

The City Council of South Ogden City, State of Utah, hereby ratifies the city's, and the city manager's, prior actions in signing contracts, agreements, or other documents necessary to facilitate the City in receiving the CDBG grant program, Small Cities Program, for 37th St. Water Line Replacement\Road Repair, as those funds may otherwise be granted or extended for this project period; and, authorizes the City Recorder to sign any documents as required attesting to the fact that the City Manager has been duly authorized and appointed as noted herein to act on behalf of the City.

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

**SECTION 2. REPEALER OF CONFLICTING ENACTMENTS**

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

**SECTION 3 - PRIOR RESOLUTIONS**

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

**SECTION 4 - SAVINGS CLAUSE**

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

**SECTION 5. DATE OF EFFECT**

This Resolution shall be effective on the 21<sup>st</sup> day of July, 2020, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 21<sup>st</sup> day of July, 2020.

SOUTH OGDEN CITY

---

Russell Porter  
Mayor

ATTEST:

---

Leesa Kapetanov, CMC  
City Recorder

# **ATTACHMENT "A"**

## **RESOLUTION NO. 20-20**

A Resolution Of The City Council Of South Ogden City, Utah, Ratifying An Agreement For Use Of Recently Awarded Community Development Block Grant Funds (CDBG) Award To The City For 37th St. Water Line Replacement/Road Repair; And Providing For An Effective Date.

21 Jul 20

[Attachment to be provided by City Recorder]



CONTRACT NO.	210228
CONTRACTOR:	South Ogden City
VENDOR NO.	51648D
PROJECT NAME:	37th Waterline Replacement/Road Repair
AWARD NUMBER: B-20-DC-49-0001	B-20-DC-49-0001
CFDA #/TITLE:	14.228 Community Development Block Grant
CONTRACT ORIGINATOR:	Cheryl Brown
FEDERAL AGENCY:	HUD

**CONTRACT**  
**DEPARTMENT OF WORKFORCE SERVICES**  
**HOUSING & COMMUNITY DEVELOPMENT DIVISION**  
**1385 S. State, Salt Lake City, UT 84115**

**1. PARTIES:** This contract is between the Department of Workforce Services:  
 Community Development Block Grants (CDBG)

\_\_\_\_\_  
 (Board or Program)

Referred to as STATE, and the following CONTRACTOR  
 South Ogden City

\_\_\_\_\_  
 Name

3950 S. Adams Avenue

\_\_\_\_\_  
 Address

South Ogden

Utah

84403

\_\_\_\_\_  
 City

\_\_\_\_\_  
 State

\_\_\_\_\_  
 Zip

Jon Andersen

801-622-2903

801-622-2909

\_\_\_\_\_  
 Contact

\_\_\_\_\_  
 Phone #

\_\_\_\_\_  
 Fax #

**2. GENERAL PURPOSE OF CONTRACT:**

This sub-award is grant to install 1,110 LF of 8" culinary waterline along 37th street in South Ogden. Curb, gutter, and sidewalk improvements will also be made. (The federal award date is unavailable at this time. South Ogden City does not have a NICRA and has elected not to use the 10 percent de Minimis indirect cost rate allowed under the Uniform Guidance.)

**3. CONTRACT PERIOD:** Commencing on 07/01/2020 and terminating on 12/31/2021

**4. CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$204,600.31 , pursuant to the budget attached hereto as Attachment C

**5. ATTACHMENTS:**

- ✓ ATTACHMENT A – GENERAL PROVISIONS
- ✓ ATTACHMENT B - PROGRAM TERMS AND CONDITIONS
- ✓ ATTACHMENT C – BUDGET
- ✓ ATTACHMENT D – SCOPE OF WORK
- ✓ ATTACHMENT E – FEDERAL ASSURANCES/CERTIFICATIONS
- ✓ ATTACHMENT - FFATA

**Execution**

IN WITNESS WHEREOF, the parties sign and cause this contract to be effective

**CONTRACTOR**

**APPROVED:**

South Ogden City

Organization Name

BY:

Signature

Date

Name

Title

*Matthew J. Dixon*

*7/6/2020*

*Matthew J. Dixon*

*City Manager*

**STATE**

**APPROVED: HOUSING & COMMUNITY  
DEVELOPMENT DIVISION**

*Jonathan Hardy*

BY: *Jonathan Hardy* (Jul 7, 2020 08:37 MDT)

Jonathan D. Hardy, Director

*07/07/2020*

Date

**APPROVED - DIVISION OF FINANCE**

**RECEIVED AND PROCESSED**

BY: **BY DIVISION OF FINANCE**

*07/07/2020*

Date:

**ATTACHMENT A  
HOUSING AND COMMUNITY DEVELOPMENT DIVISION**

**1. DEFINITIONS:**

a) "Confidential Information" means information that is classified as Private or Protected, or otherwise deemed as confidential under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. The State Entity reserves the right to identify, during and after this Contract, additional information that must be kept confidential under federal and state law.

b) "Contract" means the Contract Signature Pages, attachments, and documents incorporated by reference.

c) "Contract Signature Pages" means the State cover pages that the State Entity and Contractor sign.

d) "Contractor" means the individual or entity identified on the Signature Page, and includes grantees, sub-recipients, loan recipients, and each of their agents, officers, employees, volunteers, contractors, and partners.

e) "Services" means the furnishing of labor, time, and effort by Contractor pursuant to this Contract. Services include, but are not limited to, any deliverables, supplies, equipment, commodities, and professional services required in accordance with this Contract.

f) "Proposal" means Contractor's response to the State Entity's Solicitation.

g) "Solicitation" means the documents and process used by the State Entity to obtain Contractor's Proposal.

h) "State Entity" means the Department, Division, Office, Bureau, Agency, Board or other organization identified on the Contract Signature Pages.

i) "State" means the State of Utah, including its officers, employees, agents, and authorized volunteers.

j) "Subcontractors" means a person or entity under contract with the Contractor or another subcontractor to perform any services, including Contractor's manufacturers, distributors, and suppliers.

**2. CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE:** This contract is governed by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah.. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

**3. LAWS AND REGULATIONS:** The Contractor shall ensure that all supplies, services, equipment, and construction furnished under this contract complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Contractors receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

**4. RECORDS ADMINISTRATION:** The Contractor shall maintain all records necessary to properly account for the payments made pursuant to this Contract. The records shall be retained by the Contractor for at least six years after the Contract terminates, or until all audits initiated within the six years, have been completed, whichever is later. The Contractor and any subcontractors shall allow State and Federal auditors, and State Entity Staff or their designees access to all records related to this Contract at no additional cost for audit, inspection, and monitoring of services, and shall allow interviews of any employees or others who might have information related to such records. Such access will be during normal business hours, or by appointment.

**5. FINANCIAL REPORTING:** Contractor must annually inform the State Entity in writing whether it is a nonprofit corporation and if so, whether it: (i) met or exceeded the dollar amounts listed in Utah Code 51-2a-201.5 in the previous fiscal year; and (ii) anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5 in the fiscal year the money is disbursed. Each nonprofit corporation and local entity shall comply with applicable provisions of Utah Code Title 51 Chapter 2a.

**6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**7. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and has no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding, and shall not perform any acts as agent for the State. Persons employed by or through the Contractor shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

**8. CONTRACTOR RESPONSIBILITY:** Contractor shall comply with all Contract terms and is the sole point of contact with the State. Contractor shall incorporate the terms of this Contract into every subcontract relating to this Contract. Contractor is responsible for Subcontractors' compliance with this Contract.

**9. INDEMNITY:** Contractor is fully liable for the acts and omissions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs arising out of Contractor's performance of this Contract to the extent caused by any omission, intentional act or negligent act of Contractor, its agents, employees, officers, partners, volunteers, or Subcontractors, without limitation. Contractor is not required to indemnify the State for that portion of any claim, loss, or damage arising due to the sole fault of the State Entity.

**10. EMPLOYMENT PRACTICES:** The Contractor shall abide by all State and Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e); Executive Order No. 11246; 45 CFR 90; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; as each may be amended.

**11. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract, by any governmental entity. The Contractor must notify the State Entity within ten days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Contract period.

**12. TERMINATION:** This contract may immediately be terminated with cause in advance of the expiration date, upon written notice being given by the other party. The party in violation may be given ten working days after notification, unless a longer cure period is authorized in writing, to correct and cease the violations, after which the Contract may immediately be terminated for cause. This Contract may be terminated without cause, in advance of the expiration date, upon thirty calendar days prior written notice being given the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. Contractor's sole remedy for any claims relating to termination is payment for Services properly performed up to the date of termination.

**13. NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:**

**13.1** Upon thirty days written notice, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State determines that a change in legislation or law materially affects the ability of either party to perform under the contract.

**13.2** Upon thirty days written notice, this Contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State determines that a change in available funds affects the State Entity's ability to pay under the Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding as a result of a legislative act or order of the President or the Governor.

**13.3** If a notice is delivered under paragraph 13.1 or 13.2 the State will pay the Contractor for services properly performed up to the date specified in the written notice. The State is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of

notice. Contractor's sole remedy for any claims relating to non-appropriation is payment for Services properly performed up to the date of termination.

**14. WARRANTY:** Contractor warrants, represents and conveys full ownership and clear title to the goods provided under this Contract. Contractor warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Contract shall be new and free from defects; (c) goods and services perform according to all claims that Contractor made in its Response; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Contractor's Response; (f) goods are designed and manufactured in a commercially reasonable manner; and (g) goods create no harm to persons or property. Contractor shall warrant and assume responsibility for all goods that it sells to the State under this contract for a period of one year, unless a longer period is specified elsewhere in this contract. Contractor acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this contract. Product liability disclaimers and warranty disclaimers are not applicable to this contract. Remedies available to the State include but are not limited to: Contractor will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

**15. PAYMENT:** Payments will be made within sixty days after a correct invoice is received. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within thirty days after the termination or expiration of this Contract, shall release the State from all claims and all liability to the Contractor. Notwithstanding the previous statement, no protest may be filed later than July 15 for any contract terminating or expiring June 30<sup>th</sup>. Payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any claims that the State may have against Contractor. If this Contract is funded in whole or in part by federal funds, then federal regulations supersede Attachment A to the extent of any conflict, including but not limited to completion of a pre-award risk assessment and certifications pursuant to 2 CFR 200.415. If travel expenses are permitted by the Solicitation, the authorized travel costs will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction. Contractor is solely responsible for the payment of all applicable taxes relating to payments received from the State for the Services.

**16. INTELLECTUAL PROPERTY:**

**16.1** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other. Unless agreed upon by the parties in writing, all materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this contract shall be considered work made for hire, and Contractor shall transfer ownership to the State Entity.

**16.2** Contractor warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other propriety rights. Contractor will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement

**17. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, transfer, subcontract responsibilities under this contract, in whole or in part, without the prior written approval of the State Entity. Contractor shall require each subcontractor, transferee and assignee to agree in writing to comply with the terms of this Contract.

**18. UNUSED FUNDS:** Any funds paid by the State that are not appropriately used as authorized by this Contract must immediately be returned to the State.

**19. INELIGIBLE EXPENSES:** Contractor expenditures determined by the State Entity to be ineligible for reimbursement because they were not authorized by the Contract or are inadequately documented, and for which payment has been made shall be immediately refunded to the State. The State may withhold subsequent payments under this or other Contracts until the recoupment of overpayments is made.

**20. PUBLIC INFORMATION:** This Contract, related pricing documents, and invoices are public documents available for distribution in accordance with the Government Records Access and Management Act (GRAMA). Contractor shall comply with GRAMA (UC 63G-2-309) to request a "protected" classification for a record or portion of a record, which may be granted in the sole discretion of the State.

**21. PROCUREMENT ETHICS:** Contractor shall not give or offer any compensation, gratuity, contribution, loan, reward, or promise to any person in any official capacity relating to the procurement of this Contract. Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**22. REMEDIES:** Either of the following events constitute default: (i) Contractor's non-performance of a contractual obligation; or (ii) Contractor's breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten-day period in which Contractor will have an opportunity to cure. Time allowed for cure will not reduce Contractor's liability for damages. If the default remains after the cure period, the State Entity may: (i) exercise any remedy provided by law or equity; (ii) immediately terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future Contracts from the State; and (v) demand a full refund of payments for services that do not conform to this Contract.

**23. FORCE MAJEURE:** Neither party to this contract will be held responsible for unforeseeable, unavoidable delay or default caused by natural disaster, riot, war, or similar events not caused by the party claiming force majeure. The State may terminate this Contract after determining such delay or default will prevent successful performance of the Contract.

**24. CONFLICT OF TERMS:** All Contract terms must be in writing and attached to the Contract. In the event of conflict, the order of precedence is: 1) Attachment A: Housing and Community Development Division; 2) Contract Signature Pages; 3) Attachment B: Program Terms and Conditions; 4) Budget; 5) Scope of Work; 6) Additional attachments and documents specifically incorporated by reference; and 7) Contractor's Proposal. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

**25. AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties in accordance with the Utah Procurement Code. Each amendment shall be attached to this Contract after execution. Automatic renewals are prohibited.

**26. INSURANCE:** Contractor shall maintain:

- i. Commercial general liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;
- ii. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State if Contractor may use a vehicle in the performance of Services. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be one million dollars per occurrence, combined single limit.
- iii. Contractor shall maintain higher insurance limits and any other insurance policies as required in the Solicitation;
- iv. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed; and

v. For licensed professionals, professional liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;

Contractor shall add the State as an additional insured with notice of cancellation. Contractor shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Contract award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Contract and may result in immediate termination.

**27. CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM:** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

1. Contractor certifies, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State in accordance with applicable immigration laws.
2. Contractor shall require each of its Subcontractors to certify by affidavit, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State in accordance with applicable Immigration laws.
3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

**28. SUSPENSION OF WORK:** If the State Entity determines, in its sole discretion, to suspend Contractor's responsibilities but not terminate this Contract, it shall issue a written notice. Contractor's responsibilities will be reinstated upon written notice from the State Entity. Contractor's sole remedy in the event it objects to a suspension is to terminate the contract without cause.

**29. MONITORING:** The State Entity may, at any time, inspect the Services. If Contractor delivers nonconforming Services, the State Entity may at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or re-perform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

**30. TIME OF THE ESSENCE:** Services shall be completed by the deadlines stated in this Contract. For all Services, time is of the essence. Contractor is liable for all damages to the State Entity, the State, and anyone for whom the State may be liable as a result of Contractor's failure to timely perform the Services.

**31. EVALUATIONS:** The State Entity may conduct reviews, including but not limited to:

**31.1: PERFORMANCE EVALUATION:** A performance evaluation of Contractor's and Subcontractors' work.

**31.2: REVIEW:** The State Entity may perform plan checks, plan reviews, other reviews, and /or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

**32. STANDARD OF CARE:** Contractor and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Contractor is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.

**33. CONFIDENTIALITY:** Contractor shall ensure that its agents, officers, employees, partners, volunteers and Subcontractors keep all Confidential Information strictly confidential. Contractor shall immediately notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information. Contractor is responsible for any breach of confidentiality, including any required remedies and

notifications. Upon termination or expiration of this Contract, Contractor will return all Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall survive the termination or expiration of this Contract.

**34. PUBLICITY:** Contractor shall submit in writing to the State Entity for pre-approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to approve the advertising and publicity. The State Entity shall respond in writing.

**35. CONTRACT INFORMATION:** Contractor shall provide name and contract information regarding job vacancies to the State Department of Workforce Services in compliance with UC 35A-2-203. This information shall be provided to the Department of Workforce Services for the duration of this Contract.

**36. WAIVER:** A waiver of any right, power or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.

**37. ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

**38. DISPUTE RESOLUTION:** Prior to commencing a judicial proceeding, the parties agree to participate in the good faith negotiation or non-binding mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or experts to assist in the resolution of a dispute. If the State Entity appoints any experts, the State Entity and Contractor shall cooperate in providing information and documents to the experts.

**39. SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the right to enforce this Contract with respect to any default or defect in the Services. The following provisions will survive termination or expiration of the Contract: Definitions; Contract Jurisdiction, Choice of Law and Venue; Laws and Regulations; Records Administration; Remedies, Dispute Resolution, Indemnity; Payment; Intellectual Property; Unused Funds; Ineligible Expenses; Public Information; Conflict of Terms; Confidentiality; and Publicity.

**40. SEVERABILITY:** The invalidity or unenforceability of any provision, term or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

**41. ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

*Revised January 2020*

**ATTACHMENT B**  
**Program Terms and Conditions**  
**Community Development Block Grant (CDBG)**

1. **MONITORING:** The State may conduct one or more site visits monitor Contractor's performance in providing services and facilities. Criteria to be used in monitoring performance includes compliance with this agreement and the Federal and State objectives established for the Small Cities Community Development Block Grant Program (CDBG) as specified in Title I of the Housing and Community Development Act of 1974 as amended and the "Utah Community Development Block Grant Grantee Handbook."
2. **CRITERIA DOCUMENTATION:** The Contractor shall collect and analyze data pertaining to the manner in which work performed under this contract has (or will) met the following CDBG National Objective:
  - a) Benefit low and moderate income families;
  - b) Aid in the prevention or elimination of slums or blight; and/or
  - c) Meet other urgent community development needs when existing conditions pose a serious and immediate threat to the health or welfare of the community.
3. **ASSURANCES THAT OTHER SOURCES OF PROJECT FUNDS ARE SECURED:** The Contractor, prior to the commencement of expenditures authorized by this agreement, shall provide to the State evidence that other sources of funds to be used for work described in the Scope of Work (if any) have been secured and are immediately available to the Contractor to perform the services and construct the facilities described herein.
4. **REQUIRED REPORTING OF FINANCIAL PERFORMANCE:** In accordance with 2 CFR 200.501, Audit Requirements, a non-Federal entity that expends \$750,000 or more in total Federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed. Determining the amount of Federal funds expended is based on actual cash spent, not notice of an award or execution of this or any other contracts. Recipients that expend less than the Federal assistance threshold are exempt from the Single Audit requirement; however, the recipient's financial records shall be available for review, monitoring or audit by the Federal granting agency, the Department of Workforce Services, the State of Utah, any pass-thru entity and the General Accounting Office. Recipients shall confirm in writing that their expenditure of Federal funds did not exceed the designated threshold in the appropriate fiscal year. The audit shall be submitted to the Utah State Auditor's Office no later than six (6) months after the end of the recipient's fiscal year.
5. **SERVICES AND PROJECT REPORTING REQUIREMENTS:** The Contractor shall supply the activities specified in the Scope of Work and comply with Federal regulations pertaining to the Small Cities Community Development Block Grant Program. Contractor shall submit a performance report to the State in a format designed by the State including the information described in paragraph 2 (above).
6. **IMPOSITION OF FEES:** Contractor will not impose any fees for services rendered in connection with this contract.
7. **GENERATION OF PROGRAM INCOME:** Contractor may retain program income only if (1) such income was realized after the initial disbursement of the funds received by Contractor, (2) Contractor satisfactorily demonstrates that the program income will be applied to continue the activity from which income was derived, and (3) State gives explicit written permission to retain and use the income.
8. **PAYMENT WITHHOLDING:** The reporting and record keeping requirements are a material element of performance and if, in the sole opinion of the State, Contractor's record-keeping or reporting are not conducted in a timely and satisfactory manner, the State may withhold part or all of the payments

under this contract until, in the sole opinion of the State, such deficiencies have been remedied. The State shall promptly notify the Contractor in writing of the reasons for the denial and of the actions that the Contractor will need to take to bring about the release of withheld payments.

In addition, the State will retain the final five percent of the total grant amount until the State completes project monitoring. If any areas of noncompliance with this Contract or CDBG regulations are noted, the State reserves the right to refuse the grantee's request for final grant payment until satisfactory evidence of compliance is submitted.

9. **PROJECT DEADLINES:** Contractors who have not expended 90 percent of contract funds 30 days prior to the end of the contract period may request an extension of the contract termination date. In order to allow adequate time for the monitoring review to occur and any subsequent corrections to be made and final drawdown of funds to occur. Requests for construction contract extensions beyond December 31 will be denied unless Contractor has met the following milestones:

- HUD Environmental Review Record (ERR) —Completed and approved prior to July 31 of the first year of the Contract
- Engineering design and bid—Ready with specifications completed by December 31 of the first year of the Contract
- Advertisements for bids—Published prior to March 31
- Bid award—Issued by April 30
- Notice to proceed—Issued by May 31

If Contractor fails to meet any deadline, the State may choose to terminate the Contract and will provide Contractor a 45-day notice of termination. The Contractor may appeal termination notices, but not terminations. Appeals must be made in writing within 10 calendar days following the receipt of the notice of termination. The CDBG Policy Committee will arbitrate appeals. The Contractor does not need to attend the policy committee meeting and decisions can be made based on evidence submitted in telephone polls, conference calls, faxes and email. Non-construction projects may be extended on a case-by-case basis by the State CDBG program staff.

10. **CHANGES IN PROJECT BUDGET, DESIGN OR LOCATION:** The Contractor shall notify the State and receive State's written approval, in amendment form, prior to implementing any change in program budget (Attachment C) or Scope of Work (Attachment D).
11. **CONTRACT RENEWAL:** The State may, in its sole discretion, renew this Contract with additional conditions, or opt to not renew this contract.
12. **RELATED PARTIES:** The Contractor shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc. to related parties for contract expenses without the prior written consent of State. Disbursements by the Contractor to related parties made without prior approval may be disallowed and may result in an overpayment assessment. "Related Parties" for the purposes of this Contract shall mean organizations/persons related to the Contractor by any of the following: blood, marriage, one or more partners in common with Contractor, one or more directors or officers in common with Contractor, or more than 10 percent common ownership (direct or indirect) with Contractor.
13. **LABOR STANDARDS COMPLIANCE:** The Contractor shall submit evidence of compliance with: (1) the Davis-Bacon Act of 1931, (2) the Copeland "Anti-Kickback" Act; and (3) the Contract Work Hours and Safety Standard ACT (CSHSSA).
14. **ENVIRONMENTAL REVIEW COMPLIANCE:** The Contractor shall comply with the National Environmental Policy Act of 1969 as amended, Title 1 of the Housing and Community Development

Act of 1974 as amended, the Environmental Review Procedures of the Community Development Block Grant Program at 24 CFR Part 58, and the Housing and Community Development Amendments of 1981 as amended. Recipients and participants may not commit HUD or non-HUD assistance to the project prior to receiving environmental clearance from the State and state contract execution. Funds committed and costs incurred prior to the project receiving environmental clearance will not be reimbursed and will result in the termination of the contract.

15. **LEAD-BASED PAINT:** The Contractor shall comply with 24 CFR Part 35 (Lead-Based Paint poisoning Prevention in Certain Residential Structures), 42 USC Ch. 63A (Residential Lead-Based Paint Hazard Reduction Act of 1992) as amended, and 40 CFR Part 745 (Renovation Repair & Painting).
16. **PAYMENT OF THIS CONTRACT:** Payment is conditioned upon the Contractor's:
  - a. Submission of an environmental review record (ERR) in compliance with the National Environmental Policy Act (NEPA) and 24 CFR Part 58 prior to any obligation or commitment of funds (see CDBG Grantee Handbook).
  - b. Submission of acceptable documentation specifying the definite commitment of all additional funds necessary for completion of this project as detailed in the Contract Budget, Attachment C.
  - c. Submission of satisfactory evidence that activities specified in the Scope of Work, Attachment D, have been completed.
17. **CONTINUING RESOLUTIONS:** In the event that funding for this program is provided through Federal Continuing Resolution, the State shall be responsible to expend only those funds actually provided to the State by Continuing Resolution and is under no further obligation to Contractor or any subcontracted entity to fulfill the financial obligation until such time as additional funding is provided by a grant appropriation or continuing resolution. The State may determine the method for distributing and expending funds provided by Federal Continuing Resolution.
18. **SECTION 3 COMPLIANCE:** The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135) and ensure that employment and other economic opportunities generated by the Community Development Block Grant program, to the **greatest extent feasible**, and consistent with existing Federal, State and local laws and regulations, be directed to low (80 % AMI) and very low-income (50 % AMI) persons.

(Revised November 15, 2019)

**ATTACHMENT C - BUDGET**

**1. Community Development Block Grants (CDBG) - Budget Year 2020**

**2. PROGRAM EXPENDITURES**

<b>Budget Category</b>	<b>Federal Funds</b>	<b>Other Funds</b>	<b>Total Funding</b>
Administration	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00
Technical Assistance (AOG)	\$0.00	\$0.00	\$0.00
Program Delivery Costs	\$0.00	\$0.00	\$0.00
Construction	\$204,600.31	\$1,045,846.00	\$1,250,446.31
Engineer/Architect	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Real Property Acquisition	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$204,600.31</b>	<b>\$1,045,846.00</b>	<b>\$1,250,446.31</b>

## ATTACHMENT D - SCOPE OF WORK

South Ogden City will be installing 1110 LF of 8" culinary waterline with 20 new water services included. 16 new water valves and 2 new fire hydrants will be installed on the waterline. Storm drain improvements include the installation of 70 LF of 20" drain, 50 LF of 12", 3 curb inlet boxes and 2 pre-cast manholes. South Ogden will abandon the existing waterline.

The roadway improvements include the replacement of approximately 11,650 tons of paving, road base, and sub-grade. The curb, gutter and sidewalk will be spot repaired throughout the whole project and 12 ADA handicap ramps, 1440 LF of curb and gutter and 1300 LF of sidewalk will also be constructed.

A concrete waterway at the Orchard intersection will be replaced. The concrete waterway moves water from one side of the road to the other side where no storm drain is available to get the water to the next storm box. There is also some landscaping and tree removal necessary for the waterline and street improvements. The project will be on 37th street between Washington BLVD and Orchard Ave.

HUD Matrix Code 03J - Water/Sewer Improvements - \$81,600.31

HUD Matrix Code 035 - Street Improvements - \$123,000

Total CDBG Grant Amount = \$204,600.31

## ATTACHMENT E - CERTIFICATIONS

In order to meet the specific requirements of the Housing and Urban-Rural Recovery Act of 1983 which amends the Housing and Community Development Act of 1974, the following certifications must be completed by every Grantee.

### 1. ACQUISITION, RELOCATION AND ANTIDISPLACEMENT

I certify that all real property acquired and all displacements of persons resulting from the proposed CDBG project will be carried out under the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act Amendments of 1987 Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987. I further certify that all displacements of persons resulting from the proposed CDBG project will be carried out in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended and in conformance with the Residential Anti-displacement and Relocation Assistance Plan and Certification adopted by this agency on 06/17/1997.

### 2. CIVIL RIGHTS and FAIR HOUSING

I certify that the CDBG grant will be conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

### 3. ARCHITECTURAL BARRIERS

I certify that the CDBG program will be conducted in accordance with Architectural Barriers Act of 1968, as amended (42 USC 4151) and Section 504 of the Rehabilitation Act of 1973, as amended (28 USC 792), and the Americans with Disabilities Act of 1991.

### 4. CITIZEN PARTICIPATION

I certify that opportunities have been provided for citizen participation, hearings, and access to information comparable to the requirements of Title I HCD Act 104(a)(2). Specific information regarding this requirement (publications, notices) can be found in the grantee's application file.

### 5. PROGRAM COSTS RECOVERY

I certify that as a CDBG Grantee I will not attempt to recover the costs of any public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low and moderate income persons unless: (1) CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding, or (2) for the purposes of assessing properties owned and occupied by low and moderate income persons who are not very low income that the local government does not have sufficient CDBG funds to comply with the provision of (1) above.

### 6. EXCESSIVE FORCE CERTIFICATION

I certify that as a CDBG Grantee I will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within my jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act.). I will also adopt a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within our jurisdiction.

### 7. PROHIBITION AGAINST LOBBYING CERTIFICATION

I certify that:

- (1) No Federally appropriated funds will be paid, by or on behalf of the undersigned, to any person for the influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) I certify that I shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that LL sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**8. Change of Use**

I certify that the grantee will comply with all requirements of 24 CFR Part 570.489(j) - Change of Use of Real Property for activities involving CDBG funds in excess of \$100,000 per 24 CFR Part 85.36

I certify that I have read and am aware of the foregoing certification requirements.

*Matthew J. Dixon*

Signature Chief ~~Elected~~ Official  
Admin.

*Matthew J. Dixon*

Printed Name of Chief ~~Elected~~ Official  
Admin.

*City Manager*

Title

*7/6/2020*

Date

**STATE OF UTAH  
DEPARTMENT OF WORKFORCE SERVICES  
HOUSING & COMMUNITY DEVELOPMENT DIVISION  
REPORTING REQUIREMENTS  
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

*CONTRACTORS, SUBGRANTEES, or SUBRECIPIENTS awarded \$25,000 or more in federal funds shall comply with The Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282 (and as amended by section 6202 (a) of P.L. 110-252).*

Federal Funding Agency:	HUD
Program Source:	Community Development Block Grants (CDBG)
Award Title:	37th Waterline Replacement/Road Repair
CFDA Number:	14.228
Award Number:	B-20-DC-49-0001
Sub-recipient NAICS Code:	921110
Sub-recipient DUNS Number:	05-531-0247
Sub-recipient Name:	South Ogden City
Address:	3950 S. Adams Avenue
City:	South Ogden
State:	UTAH
Has the sub-recipient registered with the System for Award Management (SAM)?	Yes

**CERTIFICATION**

Federal Funding Accountability and Transparency Act of 2006 requires that you report the names and total compensation of your entity's five most highly compensated executives, if the following requirements are met. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive:

- (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES: Continue below       NO: See Attestation

Name	Title	Total Compensation Level*
1.		\$0.00
2.		\$0.00
3.		\$0.00
4.		\$0.00
5.		\$0.00

\*Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- 1) Salary and bonus.
- 2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- 3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans
- 5) Above-market earnings on deferred compensation which is not tax-qualified.
- 6) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**ATTESTATION**

By signing, you attest that the information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

*Matthew J. Dixon*

Chief Agency Official

*Sam T. Andersen*

Witness

*Matthew J. Dixon, City Manager*

Name and Title

*Sam T. Andersen - Public Works Director*

Name and Title

*7/6/2020*

Date

*7/6/2020*

Date

# STAFF REPORT



**SUBJECT:** Wasatch Physical Therapy  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Parks & Recreation  
**DATE:** 7-21-2020

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## RECOMMENDATION

City staff recommends that an agreement with Wasatch Physical Therapy be approved. It will provide a great service for the youth of the Wasatch Front Football League(WFFL).

## BACKGROUND

The Wasatch Front Football League added a new by-law in 2018 which was approved by all of the franchises that participate in the league. The by-law requires each game location to have a qualified medical person on site to help diagnose a concussion to help protect the youth. The individuals must be on site for this reason and this reason only. This will be the third year that this has been a requirement for all franchises.

## ANALYSIS

Parks & Recreation staff has been in search of qualified individuals that would be willing to do this at a fair wage. We have researched many options and have found that Wasatch Physical Therapy will be the City's best option to meet the requirements of the rule change. They will provide a qualified individual each week for 3-5 games as needed at a very competitive rate of \$38 per game. Wasatch Therapy will be providing evaluation and treatment of the basic musculoskeletal injuries including joint sprains, basic blood management, ice and taping. Their therapists are also trained in basic first aid and CPR. In serious injury cases such as a neck or back injuries or bone fractures, participants will get emergency attention from the local provider. They will have a medical tent/canopy on site with the needed supplies. Wasatch provided this service for the City last year and did a great job.

## SIGNIFICANT IMPACTS

The impact will range from approximately \$450-\$2500. The reason for such a wide range is because the WFFL determines how many games we have at our site; it can range from 0-5 games for the eight week schedule. The cost will be covered from the Recreation budget. In 2018 the City paid \$798; in 2019 it paid \$342.

## ATTACHMENTS

None

**Resolution No. 20-21**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH WASATCH PHYSICAL THERAPY FOR HEALTH PROFESSIONAL SERVICES AT FOOTBALL GAMES, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

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

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

**WHEREAS**, the City Council finds it necessary to address certain Health Professional Services at Football Games needs within the city; and,

**WHEREAS**, the City Council finds that the city staff utilized and recommends that the city council ratify the contract with Wasatch Physical Therapy for the provision of Health Professional Services at Football Games; and,

**WHEREAS**, the City Council finds that Wasatch Physical Therapy has demonstrated the professional ability to provide for these services to meet the city's Health Professional Services at Football Games needs; and,

**WHEREAS**, the City Council finds that City now desires to approve these ends by Approving the contract with Wasatch Physical Therapy who have provided such services; and,

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

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

**SECTION II - CONTRACT AUTHORIZED**

That The "Health Professional Services Agreement" For The Health Professional Services at Football Games, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved, Ratified, And Adopted Together With Those Prior Actions Taken To Approve Use Of Services From Wasatch Physical Therapy Prior To The Adoption Of This Resolution, If Any; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The

City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

That the foregoing recitals are incorporated herein.

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

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

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

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

### **SECTION V - SAVINGS CLAUSE**

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

### **SECTION VI - DATE OF EFFECT**

This Resolution shall be effective on the 21<sup>st</sup> day of July, 2020, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH**, on this 21<sup>st</sup> day of July, 2020.

**SOUTH OGDEN CITY**

\_\_\_\_\_  
Russell Porter  
Mayor

**ATTEST:**

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

# **ATTACHMENT "A"**

## **Resolution No. 20-21**

Resolution Of South Ogden City Approving An Agreement With Wasatch Physical Therapy  
For Health Professional Services At Football Games, And Providing That This Resolution  
Shall Become Effective Immediately Upon Posting And Final Passage.

21 Jul 20

## HEALTH PROFESSIONAL SERVICES AGREEMENT

**This Health Professional Services Agreement (the “Agreement”) is made and entered into between South Ogden City - Parks and Recreation Department (the “City”), and Wasatch Therapy, Inc., a Utah corporation (“WT”).**

### RECITALS

1. The City located at 3950 S Adams Ave, South Ogden, UT 84403.
2. The City requests health professional services for its recreational athletes who participate in the football athletic program. The City desires to contract for services of a health professional for football games played on Saturdays for the 2020 season.
3. WT desires to provide health professional services to the City through the services of a Certified Athletic Trainer and or Physical Therapist in accordance with the terms of this Agreement.

### AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, WT and the City agree as follows:

1. **Term** - The term of this Agreement shall commence in August 2020 and terminate at the end of the 2020 football season. The term of this agreement shall be renewed annually only upon written agreement by both parties. Either party may terminate this Agreement with ninety days written notice to the other party.
2. **Compensation** - The City agrees to pay to WT \$38.00/per game. The City shall pay WT within 30 days following the 2020 season.

WT may charge parents and guardians for any visits made by athletes to any WT clinic. Prior to providing any such services to athletes at a WT clinic, WT shall in writing inform the athlete and his/her parents/guardians that any charges for such services shall be and remain the responsibility of the parents/guardians and that the City shall not be financially responsible for any such service.

**3. Equipment and Supplies** - WT shall supply all athletic training equipment and supplies to be used when WT is scheduled to cover games for the City.

**4. Training Services** - WT agrees to provide the following services under this Agreement (“Training Services”):

4.1. Health professional services for 1 Saturday/week for an average of 6-8 hours/week. The services will be provided by an athletic trainer (“ATC”) certified with the National Athletic Trainers Association Board of Certification (“NATABOC”) and hold a current Utah license. A Physical Therapist (“P.T.”) licensed with the Utah Division of Occupational and Professional Licensing may also provide services. Injured athletes needing treatment with facilities not available at the football fields may receive treatment at WT facilities. All such treatment shall be the responsibility of the athletes, parents/guardians.

4.2 In the event of an injury to a athlete, WT shall provide “initial care” and management of the injury. The treatment shall be provided at the football field or at WT clinics, at WT’s discretion, and at no additional cost to the City.

4.3 WT will offer Impact testing to all City football athletes Department football athletes and adhere to state concussion law protocols and requirements. The City will provide the appropriate medical/physical forms and be responsible for oversight of this responsibility.

4.4 WT will provide medical tent with needed supplies.

**4. Schedule of Events** - The City agrees to deliver to WT a schedule for athletic events to be held during each sport season, and all subsequent seasons within thirty (30) days before the commencement of the season. WT shall have no obligation to provide health professional services at any event that is not included on the schedule unless reasonable time is given to WT and staff is available. Any additional playoff sanctioned events that provide additional coverage will be at the same rate mentioned in Section 2 of the agreement.

**5. Initial Treatment** - In connection with health professional services, the initial treatment and care of athletic injuries that occur during WT coverage of events with student athletes will be under the care of WT’s athletic trainer or physical therapist. The City and WT agree that injuries, which warrant physician evaluation, will be seen by a physician to provide accurate medical diagnosis and treatment. The City and WT also agree that injuries that warrant emergency transport by city or state emergency professionals will be at the discretion of the WT’s staff on duty. WT agrees to encourage the nearby physicians to accept injured student athletes into their practice for evaluation and treatment. The City agrees to give notice to all student athletes, parents, and guardians that visits to a physician may be medically necessary and that the policies of each physician will determine the cost of the visit. WT shall not be liable or responsible for any medical costs in connection with any student athlete, including any potential emergency transport by city or state emergency health professionals.

6. **Parental Consent** - WT agrees to obtain parental or guardian consent for all procedures and treatment beyond immediate first aid that are not considered usual and customary in the Sports Medicine or Athletic Training profession.

7. **Other Services** - From time-to-time, the City may request additional services to Training Services, but which are not Training Services, which WT may be willing to provide, in its sole discretion (“Other Services”). WT shall be under no obligation to provide Other Services, which are not acceptable to WT.

8. **Malpractice Insurance** - WT shall keep and maintain professional malpractice insurance in the amount of \$1,000,000, Professional Liability per incident; \$3,000,000 aggregate which covers such occurrences as are commonly accepted in WT’s industry. The covered occurrences shall include Training Services and Other Services provided by WT under this Agreement.

9. **Indemnification** - The City shall indemnify and hold harmless WT, and its officers, directors, employees, shareholders and agents, from and against any and all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorneys' fees and costs, arising out of or pertaining to the City’s negligence with respect to the subject matter of the Agreement. WT agrees to indemnify and hold harmless the City and its trustees, administrators, employees and agents from and against any and all claims, demands, liabilities and actions including the payment of all legal expenses including reasonable attorney’s fees and costs, arising out of or pertaining to WT’s negligence in providing services under this agreement.

10. **Material Breach** - If either party believes that the other has materially breached this Agreement, such party shall give the other written notice of such breach, the notice shall specify the nature of the breach and, if appropriate, the actions which need to be taken by the defaulting party to cure the breach. Both parties shall have the duty to meet and attempt, in good faith, to resolve any disputes or disagreements. The party alleged to be in default should have forty-five (45) days within which to cure such default, attempt to resolve the disagreements or disputes or to cure the same. Should there be a material breach and should the same fail to be cured or resolved, then both parties shall have all rights and remedies against the other as permitted by law and or this Agreement. WT acknowledges that the City is responsible for the well-being and best interests of all the athletes. If the City finds the athletic trainer/physical therapist to be unsatisfactory or unsuitable, then the City shall notify WT in writing of such finding. Upon receiving in writing a complaint, WT will have (30) days in which to resolve the situation within reason to the Districts satisfaction

11. **Non-Solicitation of WT Staff** - The City agrees and acknowledges that all athletic trainer(s) to be supplied by WT under this Agreement have been or will be recruited, trained and placed at significant expense to WT, and WT has a compelling interest in maintaining its contractual or employment relationship and expectancy of future contractual or employment relationship with such athletic trainers. In addition, if WT supplied athletic trainers were to terminate their relationship with WT and render services directly to the City, the City would be unfairly

benefited, without adequate compensation to WT. Accordingly, the City agrees that it, and its agents, shall not during the term of this Agreement, including any renewal term, and for eighteen (18) months following termination of this Agreement, directly or indirectly, impair, or initiate any attempt to impair, the relationship or expectancy of a continuing relationship between WT's athletic trainers and WT. Specifically, but without limitation, neither the City nor its agents, shall make offers or contracts of employment for services with such athletic trainers or with any partnership, corporation or association through which such athletic trainers may render services or employment to the City. If such agreement or contract of employment is made between the City and WT staff, the City agrees to compensate WT the sum equal to one-half the total amount of this contract.

**12. No Third Party Beneficiaries** - This Agreement is for the sole and exclusive benefit of the City and WT, and is not intended to benefit any third party, including any parent, guardian, student athlete, or student trainer. No third party may claim any right or benefit under or seek to enforce the terms of this Agreement.

**13. Attorney's Fees** - If either party brings any action to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party may recover, in addition to any other relief granted, reasonable attorney fees, costs, and expenses of litigation.

**14. Entire Agreement** - This Agreement (a) constitutes the entire agreement between the City and WT concerning the subject matter of this Agreement, (b) supersedes any contemporaneous or prior proposal, representation, agreement, or understanding between the parties regarding the subject matter of this Agreement, and (c) may not be amended except in writing signed by the City and WT. The laws of Utah shall govern this Agreement.



Dated effective as of August 1, 2020.

**South Ogden City**

3950 South Adams Ave

South Ogden, UT 84403

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_

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

**Wasatch Therapy, Inc**

5349 South Adams Ave. Suite A

Ogden, UT 84405

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: Mitch Lillywhite, DPT, Physical Therapist

# STAFF REPORT



**SUBJECT:** Wasatch Front Football Agreement 2020  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Parks & Recreation  
**DATE:** 7-21-2020

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## RECOMMENDATION

City staff is recommending the WFFL agreement be approved. The approval of this agreement will allow the City recreation program to continue its participation in the Wasatch Front Football League

## BACKGROUND

South Ogden City has been using the WFFL organization for over 20 years to provide youth tackle football. This agreement is renewed on an annual basis. The agreement identifies the fees and rules for which all franchises/associations that play in the WFFL will abide by.

## ANALYSIS

The agreement establishes a fee for each team to participate; the 2020 season fee is \$65 per team. South Ogden Recreation has six teams this year. The cost to the recreation program will be \$390 for the 2020 season. The number of teams varies from year to year depending on the number of youth that play. We have had anywhere from 4 to 10 teams playing over the years.

## SIGNIFICANT IMPACTS

This fee has already been planned for in the budget. The impact will be \$390.

## ATTACHMENTS

None

**Resolution No. 20-22**

**RESOLUTION OF SOUTH OGDEN CITY APPROVING RENEWING A FRANCHISE AGREEMENT WITH WASATCH FRONT FOOTBALL LEAGUE, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

**SECTION I - RECITALS**

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

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

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC") § 10-1-401, et. seq., the governing body of the city may enter into franchise agreements with various service providers; and,

**WHEREAS**, the City Council finds that Wasatch Front Football League, is an organization that provides opportunities for young people to play competitive football as part of the recreation program of South Ogden City (the "City") and other surrounding areas;

**WHEREAS**, the City Council finds that providing competitive football requires the availability and organization of varied facilities within the City;

**WHEREAS**, the City Council finds that under Utah Code, the City has the authority to grant to Wasatch Front Football League a franchise to provide football services within the City;

**WHEREAS**, the City Council finds that the City desires to set forth the terms and conditions by which Wasatch Front Football League shall use the public facilities of the City to provide these services;

**WHEREAS**, the City Council finds it necessary to insure provision of adequate and effective various services for city residents; and,

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

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

**SECTION II – FRANCHISE AGREEMENT AUTHORIZED**

The "Wasatch Front Football League Franchise/Association Agreement"  
Attached Hereto As **Attachment "A"** And By This Reference Fully

Incorporated Herein, Is Approved And Adopted With The Condition That The City Manager, With The Concurrence Of The City Attorney, Is Authorized To More Fully Negotiate And Resolve Any Remaining Details, Or Changes, If Any, Under The Agreement On Behalf Of The City And The Manager Is Authorized To Sign, And The City Recorder Is Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval. If The City Manager Is Unable To Successfully Resolve Any Remaining Details, Or Changes, This Authorization And Approval Shall Be Void And The City Manager Shall So Notify The Council.

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

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

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

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

### **SECTION V - SAVINGS CLAUSE**

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

### **SECTION VI - DATE OF EFFECT**

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH**, on this 21<sup>st</sup> day of July, 2020.

**SOUTH OGDEN CITY**

\_\_\_\_\_  
Russell Porter  
Mayor

**ATTEST:**

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

# **ATTACHMENT "A"**

## **Resolution No. 20-22**

Resolution Of South Ogden City Approving Renewing A Franchise Agreement With Wasatch Front Football League, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

21 Jul 20

**Wasatch Front Football  
League Franchise  
Agreement**

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2020** By and between the Wasatch Front Football League, a private Organization (hereafter referred to as "WFFL") and South Ogden City a Municipal Corporation (hereafter referred to as "Franchiser"), with reference to the following facts:

A. WFFL is the owner and operator of certain proprietary and other property rights and interests in and to:

- 1) the "WFFL" name and such other related trademarks, trade names, service marks, logotypes, insignias, and designs as "WFFL" may use from time to time (the trademarks) in connection with the development operation and maintenance of Franchise may be authorized to use from time to time in operating the Franchise, and
- 2) the "WFFL" procedures for the operation of such Franchise, including advertising, materials, signs, personnel management, administration and control systems.

B. "WFFL" desires to expand and develop the Franchise, and desires a franchiser who will promote and operate little league football teams, in accordance with the "WFFL" terms and conditions contained in this Agreement, league rules, by-laws, policies and procedures as set forth from the "WFFL" governing body.

WHEREFORE IT IS AGREED

## 1 GRANT OF WASATCH FRONT FOOTBALL LEAGUE FRANCHISE

### *1.1 Grant of League Franchise*

"WFFL" hereby grants to Franchiser, and Franchiser hereby accepts, a nonexclusive and revocable authorization to make reasonable use of the designated franchise area, during the term to open and operate a "WFFL" little league football program, and to procure, screen, qualify, train and assist. Coaches, players, employees and others necessary to run a program, in the development area more fully described in Exhibit "A" which is annexed hereto and by this reference made a part hereof, upon the terms and subject to the conditions of this Agreement.

1.2 Franchiser is subject to the terms and conditions set forth in this agreement, league rules by-laws, general policies, procedures and terms as set forth by the executive board of the "WFFL" from time to time, and more fully described in Exhibit B. Nothing in this franchise Agreement shall be deemed to waive the requirements of the other rules, by-laws, policies or procedures of general applicability enacted, or hereafter enacted, by the "WFFL".

### *2.1 Minimum Development Obligation*

Franchiser shall construct, equip, open and continue to operate, and procure, screen, qualify, train and assist all involved in the organization of the "WFFL" little league football franchise.

2.2 Each Franchiser area shall be subject to a separate agreement. And terms set forth by the "WFFL" governing body specific to each franchise area, more fully described in Exhibit B.

2.3 Each Franchise will be subject to "WFFL" specified training and certification of franchise area directors, coaches, and all other personnel involved with the administration and day to day activities of the franchise.

2.4 Each Franchise must use the designated materials as outlined in the league operations manual, and provided by the "WFFL" organization, including but not limited to, registration, player participation, and player eligibility.

### *3.1 TERM*

The term of this Agreement (the "Term") shall be for a period of one (1) Season, commencing on the effective date hereof, and ending at the end of the season, as prescribed in the terms set for each franchise area, more fully described in Exhibit B, unless sooner terminated in accordance with the provisions herein.

4.2 Pursuant to league rules, by-laws, policies, procedures and terms, as set forth by the WFFL governing body, the WFFL is Authorized to grant or renew franchises to construct, operate and maintain a Little league football program under the guidelines set forth.

### *4.3 Franchise Breaches: Termination of Franchise*

Furthermore, the WFFL holds exclusive right to terminate this franchise for Cause. Termination may be at any time during the Term of this agreement. The WFFL executive board will determine cause, after investigation of any violations of this agreement, league rules, by-laws, policies, procedures and terms (as prescribed

in Exhibits A & B), including but not limited to the previous listed infractions. All executive board rulings will be final and binding.

#### *4.4 Procedures for remedying Franchise Violations*

If the WFFL believes that the franchiser has failed to perform any obligation under this Agreement or has failed to perform in a timely manner, the "WFFL" shall notify the Franchiser in writing, stating with reasonable specificity the nature of the alleged default. The franchiser shall have seven (7) days from the receipt of such notice to:

- 1) respond to the "WFFL", contesting the "WFFL's" assertion that a default has occurred, and requesting a hearing; or 2) cure the default; or 3) notify the "WFFL" that franchiser cannot cure the default within seven (7) days because of the nature of the default. In the event the default cannot be cured within seven (7) days the franchiser must notify the "WFFL" so that it can be determined whether additional time beyond the seven (7) days will be granted. The franchiser shall promptly take all reasonable steps to cure the default and notify the "WFFL" in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the "WFFL" may set a hearing to determine whether additional time beyond the 7 days is indeed needed, and whether the franchiser's proposed completion schedule and steps are reasonable.

If the franchiser does not cure the alleged default within the cure period stated above, or by the projected completion date above, or denies the default and request a hearing, or the "WFFL" orders a hearing to investigate said issues or the existence of the alleged default. At the hearing, franchiser shall be provided an opportunity to be heard and to present evidence in its defense. The determination as to whether a default or a material breach of this agreement has occurred shall be within the "WFFL's" sole discretion. If after the hearing, the "WFFL" determines that a default still exists, the "WFFL" shall order the franchiser to correct or remedy the default or breach within three (3) days or within such other reasonable time frame as the "WFFL" shall determine. In the event the franchiser does not cure said default or breach within such time to the "WFFL's" reasonable satisfaction, the "WFFL" may:

- 1) Withdraw membership of any team or teams, player or players, coach or coaches, director or directors, or any other member of the franchise organization indefinitely, 2) Revoke this Franchise in its entirety, removing all teams from the current schedule, or 3) Review Franchise

application for the next season, and withhold any Franchise agreements for an indefinite period of time.

#### *4.5 Revocation*

In addition to revocation in accordance with other provisions of this Agreement. The "WFFL" may revoke this Agreement and rescind all rights and privileges associated with this Agreement in the following circumstances. Each of which represents a material breach of this Agreement.

1) If the franchiser fails to perform any substantial obligations under this Agreement or other terms and provisions entered into by and between the "WFFL" and the franchiser in the form of rules, by-laws, policies, procedures and terms as set forth by the "WFFL", and as interpreted by the "WFFL" executive board. 2) If the franchiser practices any fraud or deceit upon the "WFFL"; or 3) If the franchiser becomes defiant or disrespectful, to the "WFFL" rules, by-laws policies, procedures and terms as set forth by the "WFFL" executive board.

#### *5.1 Policies and Powers*

Franchiser's rights hereunder are subject to the policies and powers of the "WFFL" to adopt and enforce rules, by-laws, policies, procedures and terms, necessary to the safety, health, and welfare of the youth participants, and franchiser agrees to comply with all applicable rulings enacted, or hereafter enacted, by the "WFFL" having jurisdiction over the subject matter hereof.

5.2 The WFFL reserves the right to exercise its policies and powers, notwithstanding anything in this agreement to the contrary, and any conflict between the provisions of this Agreement and any other present or future lawful exercise of the "WFFL's" policies and powers shall be resolved in favor of the "WFFL".

5.3 The WFFL shall be vested with the power and right to regulate reasonably the exercise of the privileges permitted by this Agreement in the public interest, or to delegate that power and right, or any part thereof, to any agent including, but not limited to the "WFFL" board members, in its sole discretion and

5.4 Subject to applicable law, Franchiser shall not be relieved of its obligations to comply, promptly and completely, with any provision of this franchise by any failure of the "WFFL" to promptly enforce compliance with this franchise.

#### *5.1 General Indemnification.*

Franchiser shall indemnify, defend and hold the "WFFL", its officers, agents and

employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees of expenses, arising from any casualty or accident to person or property, including, without limitation, copy write infringement, defamation, and all other damages in any way arising out of, or by reason of, any act done under this franchise, by or for franchiser, its agents or its employees, or by reason of any neglect or omission of franchiser. Franchiser shall consult and cooperate with the "WFFL" while conducting its defense of the "WFFL"

### *6.1 Insurance*

Franchiser shall maintain public liability and property damage insurance that protects the Franchiser and the "WFFL", its officers, agents, and employees from any and all claims for damages or personal injury including death, demands, actions, and suits brought against any of them arising from operations under this Franchise or in connection therewith.

6.2 Franchiser shall not have any monetary recourse against the "WFFL" or its officials, board members, commissioners, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Agreement or the enforcement thereof.

### *7.1 Effective Date*

The effective date of this Agreement shall be **June 1, 2020** (or 30 days after adoption of this Agreement by the "WFFL", whichever occurs later). Unless the Grantee fails to file the unconditional written acceptance of this Agreement and post the security required hereunder, in which event this Franchise shall be null and void, and any and all right of the Grantee to operate a "WFFL" franchise under this or any other agreement is hereby terminated.

7.2 Franchiser is not relieved of its obligation to comply with any of the provisions of this Agreement or the franchise terms by reason of any failure of the "WFFL" to enforce prompt compliance. Franchise's forbearance or failure to enforce any provision of this agreement shall not serve as a basis to stop any subsequent enforcement.

7.3 The "WFFL" and Franchiser hereby waive respectively any and all rights, other than constitutional rights, to at any time or in any manner or proceeding challenge this Agreement or validity of any term or provision of this agreement, and any such challenge shall constitute a material breach of this agreement, provided, however, that "WFFL" or Franchiser may challenge any provision of this agreement based on a change in law, should the law pertaining to that provision change. Franchiser agrees that it will not challenge the "WFFL's" authority to enter into this agreement as of the effective date hereof.

8.1 *Execution*

This Agreement shall not be entered into, or biding, until fully executed by the “WFFL” in accordance with all requirements appertaining thereto, including full signature, execution and attestation in the spaces below. This Agreement shall be binding upon the heirs, successors, and assigns of the parties in case any or all of them assume authority over the operation of this franchise, and failure to agree to, or abide by, the terms of this franchise agreement by any entity or person assuming authority over the operation of the franchise shall be deemed a violation of this agreement.

Signed \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Wasatch Front Football  
League

Signed \_\_\_\_\_

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

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

## **Exhibit A**

a) *Franchise Area* means the area within the jurisdictional boundaries of the franchiser, as assigned by the "WFFL", including any areas annexed or removed by the "WFFL" during the term of this agreement. Franchise Area Franchiser shall provide services, as authorized under this franchise, within the franchise area and the jurisdictional boundaries as prescribed by the "WFFL" including any areas annexed or removed during the term of this Agreement in accordance with the Area boundaries as set forth in Exhibit A.

**Franchise Area description and/or Map:** Municipal boundary of South Ogden City

## **Exhibit B**

### *TERMS*

a) Franchise Fee means any fee or assessment of any kind imposed by a "WFFL" authority.

*Franchise Fee* As compensation for the benefits and privileges granted under this Franchise and in consideration of permission to use the "WFFL's" name and logo, the Franchiser shall pay a franchise fee to the "WFFL" in the amount of **\$32.50 (Jr. Mite/Mitey Mite) and \$65.00 for Jr. Pee Wee-Bantam** per team registered to the "WFFL". Franchiser will not be considered fully franchised until these fees have been paid.

b) Terms, are the individual conditions set forth by the "WFFL" governing body for each franchise area to be allowed to compete in the "WFFL" youth football program.

*Specific Franchise Terms* The Franchiser of the \_\_\_\_\_ franchise area agrees to comply with the following conditions in order to be allowed to compete within the "WFFL" youth football program during the 20\_\_\_\_ Season. Beginning **June 1, 2020** ending **November 30, 2020**.

c) Referee fees for the **2020** season will be **\$40.00/50.00** per official.