NORTH OGDEN CITY

SETTLED 1851

CITY COUNCIL MEETING AGENDA
SEPTEMBER 12, 2023, AT 6:00 PM
505 EAST 2600 NORTH
NORTH OGDEN, UT 84414

PUBLIC CAN ATTEND:
In-person OR: Click the link below to join the webinar: https://us02web.zoom.us/j/88667817854 Webinar ID: 886 6781 7854
Or Telephone Dial: 1 346 248 7799 or 1 669 900 9128 or 1 253 215 8782
YouTube: https://www.youtube.com/channel/UCriqbePBxTucXEzRr6fclhQ/videos

Welcome: Mayor Berube

Invocation/Thought & Pledge of Allegiance: Council Member Barker

CONSENT AGENDA

1. Swearing in of new Police Officer, Jaden Hammer
   Presenter: Rian Santoro, City Recorder
2. Call for conflict of interest disclosure
3. Discussion and/or action to consider July 25, 2023, City Council Meeting Minutes

ACTIVE AGENDA

4. Public Comments*
5. Discussion and/or action on amending City Code 8-8 Private Landscaping on Public Property
   Presenter: Council Member Cevering
6. Discussion and/or action to consider the Village at Prominence Pointe Development Agreement Amendment 9
   Presenter: Scott Hess, Planning Director
7. Discussion and/or action on the North Ogden Police Taser Purchases
   Presenter: Dirk Quinney, Chief of Police
8. Discussion and/or action on the North Ogden Police Department School Resource Officer Program
   Presenter: Dirk Quinney, Chief of Police
9. Discussion and/or action on the North Ogden Police Department Towing Agreement Extensions
   Presenter: Dirk Quinney, Chief of Police
10. Discussion and/or action on RDA project area projects
    Presenter: Jami Jones, Finance Director, and Jon Call, City Attorney/City Manager
11. Discussion and/or action on the official names of city projects
    Presenter: Jon Call, City Attorney/City Manager

Please see notes regarding Public Comments rules and procedure

The Council at its discretion may rearrange the order of any item(s) on the agenda. Final action may be taken on any item on the agenda. In compliance with the American with Disabilities Act, needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify the City Recorder at 801-782-7211 at least 48 hours prior to the meeting. In accordance with State Statute, City Ordinance, and Council Policy, one or more Council Members may be connected via speakerphone or may by two-thirds vote to go into a closed meeting
CERTIFICATE OF POSTING
The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the North Ogden City limits on this 8th day of September, 2023 at North Ogden City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at http://www.northogdencity.com. The 2022 meeting schedule was also provided to the Standard Examiner on December 16, 2022. Rian Santoro, City Recorder

12. Discussion and/or action on City Council Rules and Procedures
    Presenter: Council Member Dalpias
13. Discussion and/or action on amending City Code 5-3 Sound Regulations and construction activities
    Presenter: City Attorney/Manager Jon Call
14. Council Department Reports:
    a. Council Member Dalpias – Building & Planning
    b. Council Member Swanson – Finance
15. Public Comments *
16. Mayor/Council/Staff Comments
17. Adjournment

Public Comments/Questions

a. Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business.

b. When a member of the audience addresses the Mayor and/or Council, he or she will come to the podium and state his or her name and city residing in.

c. Citizens will be asked to limit their remarks/questions to five (5) minutes each.

d. The Mayor shall have discretion as to who will respond to a comment/question.

e. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks.

f. Some comments/questions may have to wait for a response until the next regular Council Meeting.

g. The Mayor will inform a citizen when he or she has used the allotted time.

OATH OF OFFICE

I do solemnly swear that I will support, obey and defend the Constitution of the United States and the Constitution of this state, and that I will discharge the duties of my office with fidelity.

Subscribed and sworn before me this 12th day of September 2023.

Jaden Hammer

Police Officer

_____

S. Neal Berube, Mayor

_____

Rian Santoro
City Recorder

NORTH OGDEN CITY COUNCIL
MEETING MINUTES

July 25, 2023

The North Ogden City Council convened in a Council meeting at 6:00 p.m. on July 25, 2023 at the North Ogden City Office at 505 East 2600 North. The meeting was also on Zoom. Recording can be found on YouTube: https://www.youtube.com/channel/UCriqbePBxTucXEzRr6fclhQ/videos. Notice of time, place, and agenda of the meeting was posted on the bulletin board at the municipal office and posted to the Utah State Website on July 21, 2023. Notice of the annual meeting schedule was published in the Standard-Examiner on December 16, 2022.

PRESENT:	S. Neal Berube	Mayor	
	Ryan Barker	Council Member	
	Blake Cevering	Council Member	
	Jay D Dalpias	Council Member	
	Charlotte Ekstrom	Council Member	via Zoom
	Phillip Swanson	Council Member	
STAFF PRESENT:	Jon Call	City Manager/Attorney	
	Joyce Pierson	Deputy City Recorder	
	Scott Hess	Planning Director	
	Dave Espinoza	Assistant City Manager/Public Works Director	
	Eric Casperson	City Engineer	

VISITORS:	Stefanie Casey	Susan Kilborn	Christina Watson
	Rob Sant	Sandy Cochran	Kevin Burns
	Tim Billings	Chris Pulver	Brett Jones
	Tate Secrist	Jeanette Sweet	Rosemary
	Nicole Martin	Terry Cevering	Doug Anderson
	Libby Fife	Madison Marston	Madeline Robles
	Randy Winn	Brenda Ashdown	Kyle Hunter

Mayor Berube called the meeting to order. Council Member Cevering offered the invocation and led the audience in the Pledge of Allegiance.

PRESENTATIONS

1. PRESENTATION ON FRISBEE GOLF

Council Member Cevering reported he was contacted by a resident who wants to present the idea of creating a frisbee golf course at one of the City's parks or perhaps on the six acres near the Equestrian Park at the east end of Mountain Road.

Kyle Hunter used the aid of a PowerPoint presentation to summarize his proposal; he discussed the increased popularity of disc golf and the demand for facilities. There are very few disc golf courses in the area and nothing in North Ogden. A few nearby courses are actually being eliminated as the land they are located on is being sold for development. He believes the City-owned property near the Equestrian Park is the best option and he summarized the reasons the property would be great. He presented a conceptual design of the property for use as a disc golf course and indicated the costs would be minimal and a great deal of work can be done by volunteers. Maintenance needs are minimal and dependent upon whether the City owns and operates the course or if it is operated by a private club. He concluded that he is willing to consider other properties for the facility and thanked the Mayor and Council for their attention to his presentation.

Discussion among the Council and Mr. Hunter centered on the permanence of equipment that would be installed as part of development of the disc golf course, after which Mayor Berube noted the City is not in a position to make a decision this evening regarding the request, but will take the matter under consideration and reach out if more information is needed.

2. PRESENTATION BY WEBER CTC (COMMUNITIES THAT CARE)

Madeline Robles discussed the goals and objectives of the Weber Communities That Care (CTC) Coalition and noted today, she would like to discuss the "Live On" Suicide Prevention Campaign. The CTC has funding to market the campaign in its service areas and she has spoken with Council Member Swanson about the manner in which they would like to advertise the campaign. Council Member Swanson noted the City has created "Heroes Boulevard" along a portion of Washington Boulevard; the banners that have been placed in that area are five years old and they are falling into disrepair and need to be replaced. He was contacted by Ms. Robles about the "Live On" Campaign and he believes that the poles where the hero banners are currently located could be utilized to promote suicide prevention for the month of September. He cited some suicide data and statistics; in eastern Weber County, 33 people have died by suicide since 2017 and in the State of Utah, in 2021, 507 men and 103 women died by suicide. Suicide is a great risk among young people as well, especially teenagers and young adults and he feels the "Live On" Campaign is very important and one that he supports marketing to the community. Mr. Swanson recommended replacing the hero banners for the month of September, during Suicide Prevention Month, and then re-hanging the hero banners in advance of Veteran's Day in November. He presented images of what the banners will look like and the encouraging messaging they will include.

Discussion among the Council centered on orientation of the banners and whether the messaging will be educational in nature. Council Member Swanson stated that the CTC is working with Bonneville Communiations, who are the experts in messaging, and he would wait for a recommendation from that group. The Council offered their support for the program and thanked Ms. Robles and Council Member Swanson for the information provided this evening.

In conclusion, there was also a brief discussion about the process for re-hanging hero banners along Washington Boulevard after the CTC banners are removed.

3. PRESENTATION FROM SEWER BOARD

There was no representative of the Sewer Board present, and Mayor Berube asked City Manager/Attorney Call to briefly review the information in the presentation that was provided by the Board, which was also included in the Council meeting packet. The presentation discussed the proposal for increasing the Sewer District's impact fee to address increased operational costs and mandates from the Federal Emergency Management Agency (FEMA). The Sewer Board will hold a public hearing on August 14, 2023 at 6:00 p.m. to discuss the matter further and to receive input from the public.

CONSENT AGENDA

4. CALL FOR CONFLICT OF INTEREST DISCLOSURE

Mayor Berube asked if any member of the Council had a conflict of interest to declare. Council Member Cevering indicated he will recuse himself from discussing and voting on agenda item 12.

5. DISCUSSION AND/OR ACTION TO CONSIDER THE MAY 5, 2023, CITY COUNCIL MEETING MINUTES

Council Member Dalpias motioned to approve May 5, 2023, City Council Meeting minutes. Council Member Cevering seconded the motion.

Voting on the motion:

Council Member Barker	**aye**
Council Member Cevering	**aye**
Council Member Dalpias	**aye**
Council Member Ekstrom	**aye**
Council Member Swanson	**aye**

The motion passed unanimously.

6. DISCUSSION AND/OR ACTION TO CONSIDER THE MAY 9, 2023, CITY COUNCIL MEETING MINUTES

Council Member Barker motioned to approve May 9, 2023, City Council Meeting minutes. Council Member Swanson seconded the motion.

Voting on the motion:

Council Member Barker	**aye**
Council Member Cevering	**aye**
Council Member Dalpias	**aye**
Council Member Ekstrom	**aye**
Council Member Swanson	**aye**

The motion passed unanimously.

7. DISCUSSION AND/OR ACTION TO CONSIDER THE MAY 23, 2023, CITY COUNCIL MEETING MINUTES

Council Member Swanson motioned to approve May 23, 2023, City Council Meeting minutes. Council Member Cevering seconded the motion.

Voting on the motion:

Council Member Barker	**aye**
Council Member Cevering	**aye**
Council Member Dalpias	**aye**
Council Member Ekstrom	**aye**
Council Member Swanson	**aye**

The motion passed unanimously.

ACTIVE AGENDA

8. PUBLIC COMMENTS

Brent Jones, North Ogden resident, stated he is looking to build a detached garage on his property, and he applied for a permit and learned of some interesting regulations in North Ogden for this type of project. If he were to attach his four-car garage to his home, he could place it in his desired location, it could be 35 feet tall, and only provide a 10-foot side yard setback. However, he wishes to build a detached garage, and this means he must locate it 16 feet from the property line, and it can only be 21 feet tall.

He stated that it makes sense to him that a detached garage in the same spot as an attached garage should be regulated the same as he does not believe that the detached garage will impact any neighboring property owner's view. He stated that he reached out to planners in other cities and none of them have regulations similar to North Ogden's and the strictest he found was a five-foot setback, with increased heights for each foot from the property line.

Mayor Berube asked Council Member Dalpias to meet with Community and Economic Development (CED) Director Hess to see if Mr. Jones' concerns can be addressed. Council Member Dalpias answered yes.

Chris Pulver, North Ogden resident, addressed the information provided by the Sewer District, stating that at one point in time, it seemed the City was helping them perform sewer line repairs and he wondered if the City had received any credit for those efforts which could reduce fees that are passed onto North Ogden. Mayor Berube stated that the District has considered charging based upon usage, but metering the system would cost millions of dollars; however, those cities that are relining their pipes have asked for some kind of credit from the District and a decision has not been made on that matter as of yet. Mr. Pulver then addressed the agenda item relating to the construction of storage units in the City and he asked if there will be any requirement for mixed use development as part of a storage unit project. Mayor Berube stated that Mr. Hess will address that matter later in the meeting.

Doug Anderson, North Ogden resident, complimented the City for the minutes that are being kept of City proceedings; the volume and accuracy of the minutes is amazing to him. However, he did notice a typographical error on page 4 of the May 23 minutes, the word 'natural' should be changed to 'neutral'. He then complimented the entire City Council, but Council Member Swanson in particular, for the handling of the subject of control of the urban deer population. He is happy that the decision was made to not try to control the population. He then noted that in the Pledge of Allegiance, there is no comma between 'One Nation' and 'Under God' and the phrase should be voiced accordingly. He then referenced the presentation about hanging banners along Washington Boulevard and suggested that rather than switching the hero banners out for the suicide prevention banners, the City should reach out to the people who currently have banners hanging and have new banners made for those that would like their loved one to still be recognized. This will allow for the banners to be switched at the same time to avoid a gap in the presence of banners and having to explain the reasoning behind the change. He stated he does not believe that suicide prevention is not important, but suggested that the banners discussing that topic should be hung below the hero banners and both banners could be displayed simultaneously.

Randy Winn, North Ogden resident, stated that due to the location of his home, he is able to observe activities at Barker Park and he has been gratified to see how it is being used. There were concerns in the past about the potential for large commercial events to be hosted at the park, but that concern has not been realized and the park is a very lovely place for the community. He proposed to name the Barker Park Amphitheater after former Mayor Brent Taylor, who initiated the project and did a great deal of work to bring it to fruition. He believes naming the facility for him would help to unify the community. He referenced previous

discussions about the hero banners on Washington Boulevard and noted Mayor Taylor gave his life in the service of his community while on leave of absence in his role as Mayor.

Sandy Cochran, North Ogden resident, stated she loves the disc golf idea and hopes that the Council will take it under advisement and help to support the endeavor. She then asked if there will be a closing report for the Cherry Days celebration, to which Council Member Baker answered yes and noted the report will take place during the next City Council meeting.

Jeanette Sweet, North Ogden resident, stated she lives on Lakeview Drive where there is a great deal of construction happening. The area has dealt with flooding and many other changes associated with the construction and many residents have suffered significant losses. Additionally, due to the construction on the hillside, the Council approved the use of jake brakes for large vehicles driving down the hill, and this created significant noise nuisances for residents in the area. Many trucks do not cover their loads and she cited an instance where a truck lost a large boulder, almost killing a bystander. Speed is an issue as well and travelers have a perception that they can speed up and down the hill because of the width of the road. She noted that from the top of Lakeview Drive to 3100 North is a straight shot and cyclists are using it as a 'training run' for upcoming races and this is also problematic for residents. Residents are dismayed after seven years of complaining with no resolution, and this has been further worsened by approval of a project on 3100 North that has an associated speed sign, though residents in her neighborhood were denied similar considerations. She has spoken with the City Engineer who told her there were a plethora of tools at the City's access for mitigating the negative aspects of construction on the hillside, but they were not deployed, and this is very disappointing. She then cited nuisances on various properties throughout the neighborhood and noted that these issues have been reported to the City with minimal response from the City's Code Enforcement. Most of the people that live in that area are concerned about being ignored. She asked that members of the City Council sit down with her neighborhood, Police Chief Quinney, and the City Engineer to discuss the matter; it is inevitable that someone will eventually die due to the dangerous activities occurring there with little enforcement.

Mayor Berube thanked Ms. Sweet for her comments and asked Mr. Call to coordinate with Chief Quinney and City Engineer Casperson to respond to Ms. Sweet's concerns.

Christina Watson, North Ogden resident, stated she loves the disc golf idea, as well as the idea of naming the Amphitheater after Mayor Taylor. She asked how long suicide prevention signs on Washington Boulevard would be in place, noting that she would be saddened by the removal of the hero banners for a long period of time and supported the idea of placing both the hero banners and the suicide prevention banners on the poles as the same time.

9. DISCUSSION AND/OR ACTION TO CONSIDER A DONATION IN SUPPORT OF JUNIOR LIVESTOCK PROGRAM

Nicole Morgan stated she is a teacher in the Agricultural Department at Weber High School and is also part of the Junior Livestock Association in Weber County. She distributed a flyer illustrating the fact that over $800,000 went through the Weber County Fair system due to the students in the Junior Livestock Program and due to that, the Weber County Auditor recommended that the Livestock Association be separated from the Fair and become its own entity. The Association is navigating uncharted territory and is seeking a $1,000 donation from all the Weber County cities to provide a buffer in their budget until they start generating sales.

The Council then heard from Libby Fife about her experience showing and selling animals at the Annual Livestock Show at the Weber County Fair.

Discussion among the Council and Ms. Morgan centered on the reasoning behind separating the Association from the Weber County Fair, the manner in which the $1,000 donations will be used, the manner in which the $800,000 was distributed between the participants and the Fair, and the future of the Association. Ms. Morgan emphasized that the $1,000 donation request will be a one-time thing as the Association anticipates earning enough money at the upcoming Fair to fund their operations going forward.

Council Member Swanson stated he is unsure the Council should take action tonight without first reviewing the budget and determining another area of the budget that can be reduced to offset the impact of the donation. Mayor Berube asked Ms. Morgan if the Association could wait a few weeks. Ms. Morgan stated the Fair begins in two weeks and she would appreciate an answer from the City tonight. She noted that five other cities have committed to providing a donation to the Association. Council Member Dalpias stated he has the same concern as Council Member Swanson; he would prefer to develop a policy to govern the manner in which the City will consider donation requests.

Council Member Swanson asked Ms. Morgan when the Association was notified that they would be separated from the County, to which Ms. Morgan answered December of 2022.

Council Member Barker motioned to make a donation of $1,000 to support the Junior Livestock Program. There was no second and the motion died.

Mayor Berube stated that this does not necessarily mean that the matter cannot be discussed further or reconsidered. He added he also believes there may be a resident or multiple residents in the community who may be willing to donate to the cause. He advised Ms. Morgan to follow up with Council Member Swanson, who serves as the liaison to the finance division of the City.

Mayor Berube added he would be supportive of developing a policy governing the manner in which the City will handle donation requests.

10. DISCUSSION AND/OR ACTION TO CONSIDER AN AGREEMENT WITH URBAN AND MAIN CONSULTING

Robert Sant, Urban and Main Consulting, joined the meeting electronically and provided a presentation regarding changes to laws regarding creating and funding Redevelopment Agency (RDA) and Economic Development activities in municipalities. He engaged in discussion with the Council regarding differences between the past, the current, and the new RDA laws, as well as the potential difficulty in engaging other taxing entities and receiving their support for new types of redevelopment areas.

City Manager/Attorney Call noted that City Administration published a request for proposals (RFP) in an effort to hire a consultant that could assist the City in navigating the new laws and considering opportunities for creating new types of redevelopment areas in the community. Urban and Main responded, and the City staff recommends that the Council authorize a contract with them. He briefly reviewed the terms of the agreement, noting the fiscal impact is $13,860. If the Council has concerns or questions, staff is willing to move this item to a future agenda for more discussion. Council Member Cevering stated he is unclear on the potential tax implications of the new types of redevelopment areas/activities, and he would like to have more discussion and provide more public information before taking action. He would also like to wait to take an action until after the City's Budget is adopted and the Truth in Taxation process regarding the City's property tax rate has concluded.

A brief high-level discussion continued about the work that must be done to develop a redevelopment recommendation before any final action could be taken or before the City could approach other taxing entities to seek their participation; Mr. Sant noted it is a months long process. The Council concluded they would like to take time to digest the information provided tonight and have more discussion about the issue before voting on this agreement.

Council Member Swanson motioned to table action on the proposed agreement with Urban and Main Consulting until the first meeting in September. Council Member Ekstrom seconded the motion.

Voting on the motion:

Council Member Barker	**aye**
Council Member Cevering	**aye**
Council Member Dalpias	**aye**
Council Member Ekstrom	**aye**
Council Member Swanson	**aye**

The motion passed unanimously.

11. DISCUSSION AND/OR ACTION TO CONSIDER DEFERRING THE SIDEWALK WIDENING IMPROVEMENTS FOR THE FRONTAGE OF 2251 NORTH AND 2284 NORTH WASHINGTON BOULEVARD AS PART OF THE LOMOND VIEW SUBDIVISION LOT 1 AMENDMENT

Community and Economic Development (CED) Director Cooper explained the applicant is requesting that the City Council grant a deferral from installing additional sidewalk to widen an existing sidewalk from 5 feet to 10 feet along the frontage of their businesses on Washington Boulevard. The Lomond View Subdivision Lot 1 Amended was approved by the Planning Commission on March 17, 2023. As part of the approval, the Subdivision was required to meet the City Ordinances and Streetscape Standards. Washington Boulevard has an updated sidewalk standard that requires 10-foot sidewalks for new developments and subdivisions. There is an existing sidewalk, so this requirement would be for the widening of the existing infrastructure. The applicant noted the large cost of this improvement as it relates to a minor subdivision and building expansion, and has requested a deferral from the City Council. The applicants, Rich Wangsgard and Tate Secrist, are requesting that the City Council grant a deferral. The City Council heard information on this deferral in February 2022. At that time, there were several options including: having the applicant build the sidewalk, deferring to a time-dependent date, reviewing the Code to make sidewalk enhancements only relate to new development, or reviewing the Public Works Standards to determine if wider sidewalks are necessary along Washington Boulevard. Since that time, the Subdivision Application was updated, approved, and the applicants are now making a formal request for deferral. Staff has been on site, spoken with the applicant, and considered the future of Washington Boulevard. It is clear that there is a need for this corridor to operate multi-modally and provide safe alternatives for vehicles, public transportation, pedestrians, and bikes. There are other developments in the City that have been required to meet the wider sidewalk installation requirement, so this is not an unprecedented request. The City is in the beginning stages of an Active Transportation Plan which will review appropriate pedestrian and bike infrastructure along this high-speed transportation corridor. Staff's opinion is that Washington Blvd. should be a multi-modal corridor that meets the needs of all users. The Active Transportation Plan will be a public process allowing the voice of North Ogden residents to be heard for what their future transportation needs are. Staff recommends that a sidewalk deferral be provided for this project to a time-dependent date. The Active Transportation Plan will assist with a future plan for this corridor and will guide the City on whether it makes more sense to focus on sidewalk installation as a City versus improving sections piece by piece over time. He concluded the City Council is the decision-making authority for deferrals and there are no specific criteria for granting a deferral.

Council Member Swanson inquired as to the amount of money the City would be dedicated to the improvements if they were required to be constructed now, to which Mr. Hess answered zero dollars. Council Member Swanson noted the Deferral Agreement provides for City participation in the project. Mr. Hess stated that if the City were planning to complete a project in the area, the City may elect to install five feet of the width of the sidewalk that is subject to the Deferral Agreement, but would seek monies from the other parties to the agreement for the remaining improvements. He noted this situation is unique in that the improvements are not part of a new development, but a renovation of an existing development.

The Mayor and Council engaged in philosophical discussion with Mr. Hess regarding whether 10-foot sidewalks are necessary and/or desired by the residents. Mr. Hess stated the Council could choose to place a Moratorium on these types of improvements until an Active Transportation Plan can be developed for downtown North Ogden.

He noted he personally believes wider sidewalks are beneficial along corridors such as Washington Boulevard because cars are traveling at high rates of speed, and it is good to get as much pedestrian and bicycle traffic off the road shoulder as possible.

Council Member Dalpias stated that in this situation, he is comfortable with a deferral, but may not be supportive of deferrals for other new developments in the City. Mayor Berube stated he is trying to understand why a deferral would be appropriate for a modification of an existing development, but not for a new development. He stated selective enforcement of land use laws and regulations is concerning to him. Council Member Barker stated that the sidewalk improvements are being required for what he feels is a minor modification to the subject property; the parking lots are being combined, but the front of the property is not being changed at all. Mayor Berube stated he wants to be clear about the reasoning behind granting a deferral.

Council Member Swanson stated there have been many sidewalk deferrals granted in the past and most of them have never been followed through on; if the deferrals had not been granted, the City would have thousands and thousands of feet of sidewalk. The Council has discussed this issue several times in the past and a decision was made to grant no additional deferrals. He added that he sees the reasoning behind granting this deferral, but if it is going to be granted, he feels all sidewalk improvements for properties along Washington Boulevard should be considered and granted regardless of whether the project is new development or a modification of an existing development. If the City is developing an Active Transportation Plan and the decision has not been made to require 10-foot sidewalks throughout the downtown area, he feels all sidewalks should be deferred. He is not willing to enforce the requirements on three projects, but not the fourth. Council Member Dalpias noted that past deferrals have not been tied to an escrow account; that is not the case for this deferral. Council Member Swanson suggested the same opportunity be offered for other properties along Washington Boulevard that are pending development. Council Member Dalpias noted that other 10-foot sidewalks have already been built adjacent to the other three properties that are pending development; the same is not true for the property that is subject to this agreement. Mr. Call agreed and noted the closest section of 10-foot sidewalk to the subject property is in front of the car wash at the Village at Prominence Point.

Council Member Cevering stated he would be willing to consider an Ordinance Amendment that would address the type of activity on a property that would trigger a sidewalk improvement. Mayor Berube stated that an Ordinance Amendment cannot be considered tonight, but the Council can direct staff to review the Ordinance and prepare a recommendation for the Council to consider.

Council Member Dalpias motioned to approve deferral of the sidewalk widening improvements for the frontage of 2251 North and 2284 North Washington Boulevard as part of the Lomond View Subdivision Lot 1 Amendment, with a note that money is in an escrow and that the agreement be reviewed within a reasonable time.

Mayor Berube asked Council Member Dalpias to define the term 'reasonable time'. Council Member Dalpias stated that the agreement should be reviewed upon completion of the active transportation plan and policy.

Council Member Barker seconded the motion.

Council Member Swanson offered an amendment to the motion to include deferrals for other properties along Washington Boulevard that would be subject to the 10-foot sidewalk requirement until such time that the active transportation plan has been vetted and decided upon.

Council Member Dalpias stated he does not accept the amendment to his motion.

Council Member Cevering offered an additional amendment to indicate that 10-foot sidewalks will only be required if something is being done on the east side of properties on the west side of Washington Boulevard.

Council Member Ekstrom stated that she has tried to observe use of the sections of 10-foot-wide sidewalk and has not noticed an abundance of people using them; she does not see the need for sidewalks of that width unless the number of pedestrians in the City dramatically increases. She added that for areas that are already completely developed, she does not see the need for wider sidewalks. She agreed that no 10-foot sidewalks should be required until after the City has finalized its active transportation plan.

Council Member Ekstrom seconded Council Member Swanson's amended motion.

The Council discussed the implications of the motion before them and agreed that a comprehensive review of the Ordinance requiring 10-foot sidewalks is needed.

Voting on the amendment to the motion:

Council Member Barker	**aye**
Council Member Cevering	**aye**
Council Member Dalpias	**nay**
Council Member Ekstrom	**aye**
Council Member Swanson	**aye**

The motion passed 4-1.

Voting on the amended motion:

Council Member Barker	**aye**
Council Member Cevering	**aye**
Council Member Dalpias	**aye**

Council Member Ekstrom aye
Council Member Swanson aye

The motion passed unanimously.

The applicants asked for the opportunity to address the Council regarding their project. Mr. Secrist noted that for his property, the concrete would have been the most minimal expense relative to the sidewalk improvements. The costliest was to move the utilities in order to install a 10-foot-wide sidewalk. The cost was very high and is much higher for those who are redeveloping a property versus those who are pursuing new development. He added that the utilities are located in the area owned by the Utah Department of Transportation (UDOT) and navigating the process of determining which improvements are required on the property has been very frustrating.

12. DISCUSSION AND/OR ACTION TO CONSIDER A DEVELOPMENT AGREEMENT FOR PROPERTY AT APPROXIMATELY 1651 NORTH WASHINGTON BOULEVARD

Community and Economic Development (CED) Director Hess summarized the terms of the Development Agreement that has been drafted to regulate the development of a storage unit facility at the corner of 1700 North and Washington Boulevard. He added there are additional steps that must be completed, such as amending the City's Manufacturing Zoning Ordinance to allow this use before the project can move forward.

Mayor Berube stated he feels that the agreement should provide a timeframe for the developer to complete commercial development in the project or requiring the commercial development to be completed before the storage uses can be built. He then noted that he does not believe that a Development Agreement should be approved ahead of the Council's consideration of appropriate zoning of the property. City Manager/Attorney Call reviewed the minutes from the last meeting when this project was discussed and confirmed that the Zone Text Amendment that would allow for the project to go forward has not yet been acted upon; land use matters must be first considered by the Planning Commission before the Council can take action. Mayor Berube asked if it would be appropriate to add language to the Development Agreement to indicate that the zone text amendment must be approved before the project can commence. Mr. Call stated that Section 8 of the Agreement already references the need for the project to comply with zoning ordinances, but that language can be clarified to specify that a Zone Text Amendment must be made before the project can proceed. Council Member Swanson asked if approval of the Development Agreement can be conditioned upon later approval of the Zone Text Amendment, to which Mr. Call answered yes.

Council Member Swanson motioned to approve Development Agreement A08-2023 for property at approximately 1651 North Washington Boulevard, contingent upon a Zone Text Amendment in the C-1 Zone to allow storage units be considered by the

Planning Commission and acted upon by the City Council. Council Member Barker seconded the motion.

Voting on the motion:

Council Member Barker	**aye**
Council Member Cevering	**abstained**
Council Member Dalpias	**aye**
Council Member Ekstrom	**aye**
Council Member Swanson	**aye**

The motion passed unanimously.

13. DISCUSSION AND/OR ACTION TO ADOPT FIRE CODE

Council Member Barker reported the State Legislature has adopted the 2021 International Fire Code (IFC) and the North Davis Fire District is asking that the municipalities it serves amend their ordinances to refer to the 2021 IFC.

Council Member Ekstrom motioned to approve Ordinance 2023-14 adopting Fire Code as outlined by Fire Marshal Barker. Council Member Dalpias seconded the motion.

Voting on the motion:

Council Member Barker	**aye**
Council Member Cevering	**aye**
Council Member Dalpias	**aye**
Council Member Ekstrom	**aye**
Council Member Swanson	**aye**

The motion passed unanimously.

14. DISCUSSION AND/OR ACTION TO CONSIDER AN AGREEMENT WITH TECSERV FOR COMPUTER SERVICES

City Manager/Attorney Call reviewed an agreement included in the City Council packet for computer services. The Contractor that is party to the Agreement has been providing services to the City and Administration would like to extend the Agreement for one year. He explained that this action requires Council approval because the contract amount is over $25,000 per year. Next year, the City will go out to bid for the service in accordance with the City's procurement policy.

Council Member Cevering motioned to approve Agreement A09-2023 with TecServ for Computer Services. Council Member Ekstrom seconded the motion.

Voting on the motion:

Council Member Barker	**aye**
Council Member Cevering	**aye**
Council Member Dalpias	**aye**
Council Member Ekstrom	**aye**
Council Member Swanson	**aye**

The motion passed unanimously.

15. COUNCIL DEPARTMENT REPORTS:

a. COUNCIL MEMBER CEVERING – POLICE

Council Member Cevering stated Chief Quinney has asked that he remind the Council and public about the upcoming National Night Out Against Crime event on August 1, 2023, at 6:00 p.m. at Barker Park.

There was a brief discussion about the status of the Public Safety Building Project, with City Manager/Attorney Call reporting that the expected completion date is January of 2024.

b. COUNCIL MEMBER EKSTROM – PUBLIC WORKS

Council Member Ekstrom reported on the ongoing Water Tank Project as well as the upcoming Water Audit/Survey intended to determine if the City's water system is functioning safely and appropriately.

Mayor Berube noted he has been made aware of water line breaks along 1700 North and Ogden City has helped to install some pressure relieving valves in that area. He asked for an update on that issue at the next meeting.

C. COUNCIL MEMBER BARKER – PARKS & RECREATION

Council Member Barker reported that efforts are underway to help the parks that were involved in the Cherry Days celebration to recover. He noted that a volunteer group cleaned up the pond at Bicentennial Park and it is now being filled. Additionally, the playground equipment at Wadman Park is mostly installed, but staff is waiting for a completion date commitment from the contractor for that project.

DRAFT

Mayor Berube noted that he looks forward to the report from the Cherry Days Committee at the next meeting. He also asked about the status of the survey regarding the Cherry Days celebration. Mr. Call noted that the survey will be sent this week. He added he has received a request to delay the Cherry Days Report by two weeks since not all Council Members will be present next week. Mayor Berube suggested that the missing Council Member participate in the meeting electronically rather than delay the report.

16. PUBLIC COMMENTS

Doug Anderson, North Ogden resident, asked where there are currently 10-foot-wide sidewalks. Council Members informed Mr. Andreson of the locations of the wider sidewalks.

Randy Winn, North Ogden resident, stated that he appreciated the active and thorough discussion the Council had regarding the issue of sidewalks; the conclusion was wise and well thought out.

Chris Pulver, North Ogden resident, referenced the contract for computer services and noted there could be some training offered to City employees in order to reduce reliance on the contractor. He then referenced the Development Agreement regarding storage units and noted that no member of the Council asked that the agreement address businesses on the ground floor of the buildings in the storage unit project. He added it sounded as if the Council just approved storage units in any C-1 Zone in the City, which is concerning. Mayor Berube stated that is not the case and the Council still needs to act upon a Zone Text Amendment for the Commercial Zone.

Nicole Morgan, non-resident, referenced the earlier discussion regarding the donation request for the Junior Livestock Association; she researched the questions the Council asked earlier, and she reached out to find out who at the County had recommended that the Association split from the Fair and could not get an answer to that question, but was referred to the County Commissioners. She added that the reason for the delay between the time that the Association was notified they would be splitting from the County in December and the time that they started asking for donations, was that it took six months for the Association to become an official entity that could solicit donations and funding. No accounting could be done by the entity until the entity was created. She added that the individuals who were trying to coordinate a time to speak to the Council had some difficulty in connecting with City staff, so that is why this is the first time they were able to speak with the Council. She added that the group does not necessarily need funding before the fair, but a commitment of funding would be very helpful.

Council Member Swanson asked if the Association is a 501(c)(3) Entity, to which Ms. Morgan answered yes.

Susan Kilborn, North Ogden resident, stated the Cherry Days celebration was wonderful and that when the idea of privatizing and making changes to the event was first discussed, she did not believe that it would be successful, but she ended up volunteering to help and she loved everything about the event. She then addressed the topic of placing suicide prevention banners

on the poles along Washington Boulevard and spoke to the importance of accentuating good mental health and avoiding the mention of suicide on the banners.

Doug Anderson reapproached and addressed Ms. Morgan's comments; he noted he personally understands the benefits of learning to raise animals in one's youth. It teaches benefits that cannot be taught any other way. He suggested that entities with worthy, charitable causes be advised to reach out to wealthy residents in the community rather than seeking donations from the City, which is funded by taxpayer dollars.

17. COUNCIL/MAYOR/STAFF COMMENTS

City Manager/Attorney Call reported the environmental hearing for the pond project will be held August 9, 2023, from 4:30 to 6:30 p.m. The federal entity that is administering the Grant for the project will be represented at the meeting. Mr. Call stated that he has been asked about letters sent to new homes regarding landscaping requirements and code enforcement; there was some confusion internally in the City about which Department would be handling the distribution of those letters, but they have since been sent. He added that City staff does their best to help Land Use Applicants understand the requirements of the City Code but should not be placed in the 'driver's seat' for project applications. He acknowledged some frustration on the part of an applicant whose application was discussed tonight, but noted that staff has provided very detailed information and instructions and the applicant did not follow through on that information.

Council Member Swanson addressed Ms. Kilborn's comments about the suicide prevention banners; the banners will not use the word 'suicide', but will include positive messaging aimed at improving mental health. Mr. Swanson noted that the lights at Bicentennial Park are dim and asked that someone look into what needs to be done to increase their brightness. He then offered to make a donation to Ms. Morgan and the Junior Livestock Association following the meeting.

Council Member Cevering noted that he has been informed by the current Youth Council Advisor that she can no longer serve in that capacity; he asked the Council if they would like to seek a new Advisor or discontinue the Youth Council Program. The Council indicated they would like to publish an opening for the Advisor position as the Youth Council brings a great deal of value to the community.

Council Member Barker referenced the previous discussion about Redevelopment Agency (RDA) laws in the State of Utah; he noted that the North View Fire District pays $145,000 to the City's RDA each year, and this year, it has an $80,000 budget deficit, which is why the District is considering a tax increase this year. He stated it is not 100 percent correct to state that RDA activities are tax neutral. Mr. Call stated he understands that position, but advised Council Member Barker to ask the District's Accountant how much tax revenue the District receives due to development activity that has occurred in the City's redevelopment areas, which include Smith's Marketplace.

18. ADJOURNMENT

Council Member Swanson motioned to adjourn the meeting.

The meeting adjourned at 9:04 p.m.

_____
S. Neal Berube, Mayor

_____
Joyce Pierson
Deputy City Recorder

_____
Date Approved

DRAFT

ORDINANCE 2023-08

AN ORDINANCE ADOPTING TITLE 8: PUBLIC WAYS AND PROPERTY, SECTION 8 PRIVATE LANDSCAPING ON PUBLIC PROPERTY ADDRESSING PRIVATE IMPROVEMENTS ON PUBLIC LANDS OWNED BY NORTH OGDEN CITY

WHEREAS; North Ogden City owns and maintains property that is not immediately needed for public purposes; and

WHEREAS; North Ogden City will benefit from private property owners improving and maintaining certain properties; and

WHEREAS; North Ogden City Planning Department reviews and approved land use decisions, and considers future uses of public property within the City; and

WHEREAS; The City Council periodically adopts new standards for the City to consider use and enjoyment of property.

NOW THEREFORE, BE IT ORDAINED by the North Ogden City Council that the North Ogden City adopts a new section within Title 8: Public Ways and Property, Section 8: Private Landscaping on Public Property.

SECTION 1: The text below is hereby adopted for North Ogden City entitled “8-8: Private Landscaping on Public Property”.

Title 8: Public Ways and Property

8-8: Private Landscaping on Public Property

8-8-1: Definitions

8-8-2: Permit Required; Basis For Issuance

Any person desiring to extend their landscaping onto city owned parcels must obtain a permit from the city. The decision by the city to issue a permit shall include, among other factors determined by the city, the following:

1. The suitability of the property for the proposed changes.
2. The damage or disruption, if any, of public or private facilities, improvements or landscaping previously existing on the public property;
3. The public interest in the ongoing maintenance of the property.
4. The overall size of the property requested.

8-8-3: Application For Permit

Application for a permit shall be filed with the Planning Department on a form or forms to be furnished by the city. Property owners and/or tenants for whom work is being done shall be responsible for obtaining the permits, provided, however, contractors may obtain the permit in the contractor's name.

A. Eligible Persons: No person shall be eligible to apply for or receive permits to install landscaping on city property except the following:
    1. Contractors licensed by the state as general contractors; Property Owners located immediately adjacent to Public Property.
B. Denial Based On Past Performance: The Planning Director may deny the issuance of permits to individuals who have not followed procedures or have damaged city property.
C. Plans May Be Required: When necessary, in the judgment of the Planning Director, to fully determine the relationship of the work proposed to existing or proposed facilities within the public property, or to determine whether the work proposed complies with the engineering regulations, construction specifications and design standards, the Planning Director may require the filing of engineering plans, specifications and sketches showing the proposed work in sufficient detail to permit determination of such relationship or compliance, or both, and the application shall be deemed suspended until such plans and sketches are filed and approved.
D. Commencement Unlawful Without Approval And Permit: It shall be unlawful for any person to commence work upon any public property until the Planning Director has approved the application and until a permit has been issued for such work, except as specifically approved to the contrary in this chapter.
E. Appeal: The disapproval or denial of an application by the Planning Director may be appealed by the applicant to the Mayor by filing of a written notice of appeal within ten (10) days of the action of the Planning Director. The Mayor shall hear such appeal, if written request therefor be timely filed as soon as practicable, and render his/her decision within two (2) weeks following notice of such appeal.
F. Limited Authority Of Planning Director: In approving or disapproving work within any public property, or permits therefor, in the inspection of such work; in reviewing plans, sketches or specifications; and generally in the exercise of the authority conferred upon him/her by this chapter, the Planning Director shall act in such manner as to preserve and protect the public property and the use thereof, but shall have no authority to govern the actions or inaction of permittees and applicants or other persons which have no relationship to the use, preservation or protection of the public property.
G. Routine Maintenance Work By Government Employees: It shall be lawful for city employees to perform routine maintenance work, not involving excavations, without first having obtained a permit.
H. Hand Digging Excavations: A permit is required from the Planning Director for hand digging excavations for installation or repair of landscaping within the nonpaved areas of public property. However, conformance to all city specifications is required.
I. Limitations: Permit holders are not permitted to install on public property the following: permanent structures, privacy fences (more than 25% non-transparent), underground sprinkler systems, retaining walls, grass clippings, green waste, compacted gravel, concrete, or asphalt, and may not regrade the property. The City encourages water-wise landscaping.
J. Landscaping: Permit holders are permitted to install the following plants: water-wise grasses, shrubs and ground cover, bark and mulch, decorative rock, removable planter beds. Installation of landscaping improvements may be limited within areas determined to have an impact on water quality or storm detention.

8-8-4: Fee For Permit

A. Required: The city shall charge and the permittee shall pay upon issuance of the permit, fees for costs associated with the work performed under the permit as required by a Land

Use Permit. Such costs could include costs for reviewing the project and issuing the permit, inspections of the project, deterioration of the public property or diminution of the useful life of the public property, and other costs to the city associated with the work to be done under the permit. All costs shall be assessed in a nondiscriminatory manner.

B. Waiver: The Planning Department may waive permit fees or penalties, or portion thereof, provided for in this chapter, when he/she determines that such permit fee or penalty:
    1. Pertains to construction or rehabilitation of housing for persons whose income is below the median income level for the city; or
    2. Pertains to an encroachment on the public property involving a beautification project which furthers specific goals and objectives set forth in the city strategic plan, master plans or other official documents, including decorative street lighting, building facade lighting, flower and planter boxes, and landscaping.
C. Additional Charges: Additional charges to cover the reasonable cost and expenses of any required engineering review, inspection and work site restoration associated with each undertaking may be charged by the city to each permittee, in addition to the permit fee.

8-8-5: Contents of Permit; Extension; Revocation

1. Length of Permit: Permits for the installation of landscaping on public property shall be valid until revoked by the city. The Planning Director may determine it is in the best interest of the city to set a length or term for any permit. Permits in good standing may be renewed upon written notice.
2. Revocation: Permits may be revoked for non-compliance with this chapter and other regulations controlling the use of public property. Permits may be revoked in order to install or improve public property as required by a Capital Facilities Project, or completion of a project in a long-range plan or strategic planning document. Permits may be revoked with 90 days notice at any time for any reason if the Mayor determines it is in the best interest of the city.
3. The City shall send a letter to permit holders annually reminding them of their obligations or limitations in the use of public property, and potential for revocation if the City needs to use the property.

8-8-6: Transfer, Assignment Prohibited

Permits shall not be transferable or assignable, and work shall not be performed under a permit in any place other than that specified in the permit. Nothing herein contained shall prevent a permittee from subcontracting the work to be performed under a permit; provided, however, that the holder of the permit shall be and remain responsible for the performance of the work under the permit, and for all bonding, insurance and other requirements of this chapter and under said permit. Permit Holder shall disclose the permit to any successor in interest of their adjacent property to keep ownership boundaries clear, and identify the need for successor in interest to obtain a permit to continue to utilize the property.

8-8-7: Restoration of Public Property

1. Required: The permittee shall, at the permittee's own expense, restore the city property to its original condition if a violation of the permit occurs. If the city determines to revoke the permit for any other reason the city will not require the permittee to restore the property.
2. Property owners will not be reimbursed for the cost of private improvements made on public property after the expiration or revocation of a permit.

8-8-8: Work Without Permit

1. Stop Work Order: A stop work order may be issued by the Planning Director to any person or persons doing or causing any work to be done on public property without a permit or in violation of a permit. Individuals who violate a permit or work without a permit must restore the property to the prior condition.

SECTION 2: This ordinance shall take immediate effect, and shall apply to any property which has not submitted a complete application as of the date of this ordinance, or allowed any approvals to lapse after the adoption of this ordinance.

PASSED and ADOPTED this 28th day of March 2023.

North Ogden City:

_____
Phillip Swanson
North Ogden City Mayor

CITY COUNCIL VOTE AS RECORDED:

	Aye	**Nay**	
Council Member Barker:	___	___	**(excused)**
Council Member Cevering:	**X**	___	
Council Member Dalpias:	**X**	___	
Council Member Swanson:	**X**	___	
Council Member Ekstrom:	**X**	___	
(In event of a tie vote of the Council):			
Mayor Berube	___	___	

ATTEST:

_____
Susan L. Nance, MMC
City Recorder

NORTH OGDEN CITY
SETTLED 1851

Staff Report to the North Ogden City Council

SYNOPSIS / APPLICATION INFORMATION

Application Request:	Consideration and Recommendation regarding an amendment to the Village at Prominence Point Development Agreement to add Drive-thru businesses with a drive-thru lane located between the building and the public street as an allowed use
Date:	August 16, 2023 PC September 12, 2023 CC
Applicant:	Greg Cronin
File Number:	

PUBLIC NOTICE:

Mailed Notice:	N/A
Newspaper:	N/A
City Website:	August 12, 2023 PC September 7, 2023 CC

PROPERTY INFORMATION

Address:	Approximately 1800 N Washington Boulevard
Project Area:	47,382 Square Feet
Existing Land Use:	Vacant
Proposed Land Use:	Residential
Parcel ID:	11-014-0086

ADJACENT LAND USE

North: Residential
South: Residential / Agricultural
East: Residential / Commercial
West: Residential

STAFF INFORMATION

Scott A. Hess
shess@nogden.org
(801) 737-9841

APPLICABLE ORDINANCES

North Ogden City Zoning Ordinance 11-7-K Master Planned Community Zone (VPP)

LEGISLATIVE DECISION

When the City is considering a legislative matter, the Planning Commission is acting as a recommending body to the City Council. The City has wide discretion in taking legislative action. Examples of legislative actions are general plan, zoning map, and land use text amendments. Legislative actions require that the Planning Commission give a recommendation to the City Council. Typically the criteria for making a decision, related to a legislative matter, require compatibility with the general plan and existing codes.

BACKGROUND

On October 11, 2022 the City Council approved the latest version of the Development Agreement for the

Village at Prominence Point. This latest version amended several items related to the housing elements, but largely kept the commercial portion the same as it has been.

The developer has been working to find suitable tenants for the commercial spaces along Washington Blvd, and has a tenant who would like to bring a drive-thru use to the City. On page 19 of the Development Agreement specifically states that "drive-thru businesses where the drive-thru lane is located between the building and the public street" are not permitted (see Exhibit A). The Developer is asking for the City's consideration of an amendment to permit drive-thru uses with lanes between the building and the street as shown in the image below:



PLANNING COMMISSION RECOMMENDATION

On august 15, 2023, the Planning Commission considered the developer's request, and made a recommendation to the City Council regarding permitting drive-thru uses where the lane resides between the building and the public street. A recording of the August 15, 2023 Planning Commission meeting can be heard here.

Discussion began at approximately the 30 minute mark of the meeting. The Planning Commission heard from staff and the applicant, and discussed commercial uses at Village at Prominence Point as well as along Washington Blvd. A motion was made at approximately 1:03 mark. Planning Commissioner Cody Watson recommends to the City Council allowing drive-thru lanes to be located between the building and public road with a minimum 3-foot tall landscaped berm located between the drive-thru and the roadway. The motion was seconded by Planning Commissioner Nissa Green. All PC members voted yes.

EXHIBITS

A. Draft Amended Development Agreement A14-2022 (see page 19)
B. Concept Plan – Drive Thru VPP

AGREEMENT A14-2022
THE VILLAGE AT
PROMINENCE POINT
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, hereinafter ("Agreement"), is made and entered into this 11TH day of OCTOBER, 2022, by and among URE Fund I – Prominence Point, LLC (hereinafter collectively "Developer") Owner of certain real property located in North Ogden City, Weber County, Utah, at approximately 1750 North 200 East, and NORTH OGDEN CITY, (hereinafter "the City"), a Utah Municipal Corporation. Developer and the City shall hereinafter be collectively referred to as "Parties" and sometimes individually as a "Party".

RECITALS:

A. Developer is the Owner of approximately 20.03 +/- acres of real property ("Parcel A") located in North Ogden City, Weber County, Utah, which it intends to develop as a Mixed Use Development. A legal description of the property is attached hereto as Exhibit "A".

B. SITE INFORMATION

Tax Lots:	110140045, 110140081, 110140084
Current Zoning:	MPC-VPP
General Plan:	Southtown Mixed Use (SMU), County Mixed Use and Residential

Location: The subject property is located within the North Ogden City limits and in an unincorporated island of Weber County entirely surrounded by North Ogden City corporate limits. The proposed project is located on the west side of Washington Blvd, north of 1700 North.

The property is more specifically located within North Ogden City's general plan and identified as MU or mixed use. The existing zoning for the site is MPC-VPP.

C. The subject property is zoned Master Plan Community by North Ogden City and is designated as mixed use (MU) zone on the North Ogden City General Plan Map and mixed use and residential in the Weber County General Plan.

D. The subject property is bounded on the west by the R-4 independent living, assisted living and memory care facility. The other adjacent lots are agricultural and residential in nature.

E. The Parties jointly agree that the City will benefit from all aspects of this proposed development.

F. The Parties desire to enter into terms relevant to Developer's proposed development as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and The City hereby agree as follows:

1. **Recitals**. The above recitals are incorporated herein by reference and made a part hereof.

2. **Amend Development Agreement**. The City and Developer agree that upon the acquisition of the property by Developers this Agreement goes into effect. Prior to acquisition by Developer, this agreement is non-transferrable without written consent from the City, which shall not be unreasonably withheld.

3. **Intended Use**. The Developer agrees that only the proposed Mixed Use Development will be allowed or authorized under the terms of this Agreement or on Parcel A as approved by the City under the MPC zone.

4. **Development Terms**. The following constitutes terms for development of the Parcels.

a. Concept Approval. The North Ogden City Council has approved the Developer's proposed concept and has entered into this agreement to facilitate the Developer to develop the subject Property as proposed.

b. Compliance with Subdivision Standards. Developer agrees to comply with all of the conditions of approval, the ordinances, rules, regulations, requirements, and standards of the City with respect to the preparation, submission, and recording of the subdivision application. All

preliminary and final plats, the construction and completion of said development, particularly to the installation and completion of all required subdivision improvements and the provision of the financial guarantee guaranteeing completion of such improvements (the "Subdivision Guarantee"), will be consistent with current City Ordinances.

c. Phasing and Project Division. The Parcels may be developed in any order or phasing as best seen fit by the Developer. However, all terms related to the completion of landscaping and commercial space remain in force as describe in other locations of this document. For purposes of this development agreement the project shall be divided into the following seven development areas as shown on Exhibit B:

i. Commercial Area, which is the area directly adjacent to Washington Blvd.

ii. Apartment Area, which is the area directly west of the Commercial Area and includes all 15 individual apartment buildings.

iii. Townhome Area I, which is the area directly west and north of the Apartment Area and includes 121 townhome units.

iv. Townhome Area II, which is the area west of Townhome Area I and includes 12 townhome units.

v. Clubhouse #1, which is the area west of Townhome Area II and includes Clubhouse #1.

vi. Patio Home Area, which is the northwestern most corner of the project and includes 22 patio home units.

vii. Clubhouse #2, which is the area between the Apartment Area and the Commercial Area and includes Clubhouse #2.

5. **Vesting**.

a. The Developer shall have the vested right to develop Parcel A in accordance with the

applicable land use ordinances of North Ogden City as established on the date of this Agreement as well as per the terms of this Agreement. Except as set forth in 5.b., the City's future laws are not applicable to the Project.

b. Exceptions:

i. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 5(a) are subject to only the following exceptions:

ii. Developer Agreement. City's Future Laws that Developer agrees in writing to the application thereof to the Project;

iii. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

iv. Building Codes. City's Future Laws and safety standards that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet countervailing public safety concerns related to public health, safety or welfare.

v. Roads. Reasonable requirements for roadway grades, widths, access points, maintenance, and standards.

vi. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

vii. Fees. Changes to the amounts of fees for the processing of Development Applications, or impact fees that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law. Developer is vested in the fees in place at the time a complete application is submitted. Specifically, Developer will only pay impact fees legally in place on the date a complete building permit application is submitted to the City.

viii. Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code.

6. **Existing On-Site Conditions**.

a. There are two distinct areas of the proposed project. They are as follows:

i. The 20.03 acre parcel "Southern Property" is largely undeveloped but is currently under construction with the proposed subdivision improvements with the construction of 1700 North. Smaller dilapidated structures along Washington Blvd. have been removed and the property is within the corporate limits of North Ogden City.

ii. The 12.85 + or – acres of largely developed ground "Northern Property" where the townhomes and cottages are located, along with some commercial.

b. The subject property slopes generally downhill from the northeast to the southwest at an average slope of about 1%. The vegetation present on the property includes native shrubs and grasses.

7. **Conformance with North Ogden General Plan.**

a. Residential Density.

i. This proposal consists partly of multi-family housing, which is listed as a permitted use in the MPC zone. It is also consistent with the desire to provide increased density along Washington Blvd. and a mix of housing types. The multi-family housing complex will contain amenities for residences, including a clubhouse, pool, large greenspace, and associated smaller pocket parks. Developer will provide for at least one pathway with public access to connect to the public sidewalks on the north at 300 East and south at 1700 North, and east at Washington Blvd. and west at the assisted living facility.

ii. The setbacks are approved as shown on the Preliminary Master Plan for the individual buildings/groups of buildings which may be different than is currently anticipated in the MPC zone. Preliminary Master Plan dated 4-19-22 attached as Exhibit L

iii. The subject property is within the North Ogden Southtown area and is allowed as a MPC zone based upon satisfying the 5 acre minimum parcel development. The density in the amended MPC zone will result in 472 apartment units in 15 multifamily buildings; 133 Town Home units; and 22 single family age restricted Patio Home lots; as shown on Exhibit B, F, and L.

iv. The density allowed shall not override the setbacks between buildings and property lines as approved on the Preliminary Master Plan dated 4-19-22 and attached as Exhibit L. Any unidentified setbacks and distances shall be rounded up to the closest ½ foot as measured on a 24x36 plan sheet.

8. **Conformance with MPC Requirements**

a. The Development has been shown to be in compliance with the terms and conditions expressed in the MPC Zone under 11-7K-2. Any modifications to the MPC zone or any other

development standards are clearly identified in this Agreement pursuant to 11-7K-5. Any standards which are not specifically waived by this Agreement, or subsequent agreements, will be complied with by Developer and City. The modification of the standards is acceptable under the MPC zone to accommodate favorable design and other concessions of the Parties.

b. The City Council has considered the items outlined in 11-7K-2 to assess the suitability of Parcel A to be zoned under the MPC zone and finds that the majority are in favor of this Project and Agreement moving forward.

9. **Building Height.**

a. The subject property is within the MPC zone, an area that contains special height allowances based upon setbacks and separations. In the Apartment Area the Developer will build mostly three–story structures; however, some four-story end units have been included to provide variety in exterior elevation design. The building height of the three-story apartments is approximately 42' to the ridgeline. Four-story units have approximately 51' of overall height to the peak ridgeline. There will be a maximum number of 6 (six) 51' buildings.

b. The maximum building height in the Townhome Area directly adjacent to the northern property line is twenty-nine (29) feet with a corresponding twenty (20) foot setback from the property line. All other Townhomes Areas are allowed to build to thirty-nine (39) feet with setbacks between buildings and property lines as shown on Exhibit L.

c. The maximum building height in the Age Restricted Cottages is twenty-five (25) feet, or must comply with the one foot (1') additional setback over twenty feet (20') for each one foot (1') in height up to a maximum of thirty-five feet (35')

d. The maximum building height in the Commercial Area is thirty-five (35) feet.

10. **Architectural Design Standards.**

a. Commercial Area.

i. All site plans, landscape plans, and building elevations shall be approved by the City Council as identified in section 23.

b. Apartment Area.

i. All buildings shall incorporate design features such as offsets, balconies, projections, window reveals, or similar elements to preclude large expanses of uninterrupted building surfaces. Recesses (e.g., deck, patios, courtyards, entrances, or similar features) shall have a minimum depth of six feet. All building elevations adjacent to a public street right-of-way are provided with doors, porches, balconies, sidewalks, approaches, and/or windows to give the appearance of the building fronting on the public street. Unit entries are from breezeways typical on all units. All buildings have units that front facing units. There are no backyards or rear yards for ground floor units. Units that front along 1700 North have front yards and may not have ground floor decks and/or enclosed ground floor patios.

ii. The building design incorporates offsets, decks and windows. Larger building masses will be divided into varying heights and sizes by breaking up building sections, or by the use of such elements as variable planes, projections, bays, dormers, setbacks, roof canopies, and changes in the roofline. Each building elevation has been designed and approved as shown in Exhibit "E". Building designs may be used in multiple locations throughout the Project; however, no two identical buildings shall be constructed next to each other unless clearly identified on Exhibit "B".

iii. Exterior materials, color, or textures on vertical surfaces shall be of cementitious siding and stone veneer, with the exceptions of windows and doors. Developer has provided material specifications identifying the grade of materials, a color palette has been submitted as shown on

Exhibit "G", and a detail of the maintenance set aside with the lending institution to the City. The building scale shall be broken down with vertical board and batten compendious panel on the second and third floors. The ground floor shall have cementitious siding combined with stone piers to help establish more permanence and offset and screen garage door locations.

a. After installation, all stone veneer and similar products shall be sealed with a product designed for commercial application to prevent weathering and fading. Landscaping shall be consistent with section 15.

b. All cementitious siding and wood trim shall be primed on all six sides, or otherwise properly sealed, to provide for long lasting workmanship.

c. All roofing material shall be 30 year minimum warranty with an architectural tab.

iv. Private open space areas shall be provided. These spaces will be enclosed with metal railings and all apartment housing units will have balconies or decks. The windows shall be Millguard Montecito or similar grade. All vents, or cavities in vertical surfaces shall be similar in color to the buildings and in no case shall be white.

v. A preliminary signage plan is attached as Exhibit "I". Final signage shall be approved by the Planning Commission.

c. Townhome Area.

i. Exterior materials, on vertical surfaces shall be of cementitious siding, hardboard, and stone veneer, with the exceptions of windows and doors.

a. After installation, all stone veneer and similar products shall be sealed with a product designed for commercial application to prevent weathering and fading. Natural stone is not required to be sealed. Landscaping shall be consistent with section 15.

b. All cementitious siding and wood trim shall be primed on all six sides, or otherwise properly sealed, to provide for long lasting workmanship.

c. All roofing material shall be 30 year minimum warranty with an architectural tab.

ii. The building elevations, colors, and site plans shall be approved by the City Planner and Mayor, provided that all setbacks as shown on Exhibit L and outlined in Subsection 7 are maintained and the number of parking stalls is not reduced.

d. Age Restricted Cottages.

i. Exterior materials, on vertical surfaces shall be of cementitious siding, hardboard, and stone veneer, with the exceptions of windows and doors.

a. After installation, all stone veneer and similar products shall be sealed with a product designed for commercial application to prevent weathering and fading. Natural stone is not required to be sealed. Landscaping shall be consistent with section 15.

b. All cementitious siding and wood trim shall be primed on all six sides, or otherwise properly sealed, to provide for long lasting workmanship.

c. All roofing material shall be 30 year minimum warranty with an architectural tab.

ii. The building elevations, colors, and site plans shall be approved by the City Planner and Mayor, provided that all setbacks as shown on Exhibit L and outlined in Subsection 7 are maintained and the number of parking stalls is not reduced.

11. **Density**. The maximum number of dwelling units shall be up to 627 units as indicated in section 7 above. Buildings shall be laid out as identified on Exhibit L and as clarified under subsection 7 above. All Area Site Plans for phasing purposes shall comply with the standards and requirements of this Development Agreement and any subsequent amendments.

12. **Design**. Developer shall provide a variety and mixture of unit types and densities in a coordinated neighborhood layout. Developer shall install street, sidewalks, and building locations as outlined in the attached site plan to create streetscapes that are safe and accessible for all modes of transportation and to allow for convenient pedestrian and bicycle circulation to all trail connections. Trash receptacles shall have lids and are located next to parking and shall have walls of 7'-0" feet in height and shall be screened on at least three sides with an evergreen hedge material. Receptacles will be located on the site for easy access by trash pick-up vehicles.

13. **Streets**. All streets are being improved in association with North Ogden City requirements. No public streets will be required internally in the development; however, 1700 North and Washington Boulevard provide public access to the development and private streets shall service the internal development needs. The North/South road which runs into 300 East will have a public access easement should a connection to 300 East ever be made. No private streets may be closed to access by the general public, or fire and emergency vehicles. Notwithstanding the foregoing developer may restrict access to the Cottage Development Area as approved by the First Marshal. The design shows a private road with 26 feet of pavement width and the dimension as shown on Exhibits "B" & "H". The final plat shall include language prohibiting the landowner from restricting the use of the private streets or sidewalks. Pedestrian rights-of-way that connect all building entrances within the development to one another shall be created. Developer shall connect to all parking areas, storage areas, recreational and common areas, and adjacent development to the building's entrances and exits throughout the development site and connect to all future phases of development. Developer shall include public paths to connect the North/South and East/West property lines, along with a public park in the detention basin. Developer shall provide pedestrian facilities within developments that are safe, accessible, reasonably direct, and

convenient connections between primary building entrances and all adjacent streets that do not involve a significant amount of out-of-direction travel for users. Developer shall create bicycling and pedestrian routes that are free from hazards and safely designed by ensuring no hidden corners, sight-obscuring fences, dense vegetation or other unsafe conditions. All pedestrian access routes will comply with all applicable accessibility requirements. Where walkways are parallel and abut a driveway or street (public or private), they shall be raised six inches and curbed, or separated from the driveway/street by a five-foot minimum, landscaped strip.

14. **Access**. The proposal shall include a total 3 main road access points and one future secondary access point. All of the main access points are proposed on private local streets whose entry point begins at both 1700 North and Washington Boulevard which are both public roads. Private roads, parking, and access points shall be constructed according to necessary engineering standards as shown and approved in Exhibit M. The proposed access points are on internal private streets with public access and thus will not adversely impact the transportation system. Also, as designed, the access points are well spaced to accommodate the proposed development and (orientated across from one another) improve site circulation.

A fire equipment access drive shall be provided for any portion of an exterior wall of the first story of a building that is located more than 150 feet from an existing public street or an approved fire equipment access drive as measured around the building. A Fire Plan to be attached as Exhibit "H" shall be approved by the Technical Review Committee and Fire Marshal. Driveways, required parking areas, aisles, and turn-around shall be paved with asphalt, concrete, or comparable surfacing.

15. **Landscaping**.

a. Plant selection and native vegetation shall be planted where practical. A combination of live deciduous and evergreen trees, shrubs, and ground covers shall be used for all planted areas, the selection of which shall be based on local climate, exposure, water availability, and drainage conditions. Ground-level areas for passive pedestrian use, such as sidewalks and plazas cover approximately 87,368 GSF or roughly 6.1 percent of the site area. Developer shall provide approximately 439,994 GSF of drivable surfaces or roughly 30.72% of the site area. Developer shall provide approximately 516,237 GSF or roughly 36% of the site in landscaping as shown on the attached approved Preliminary Landscaping Plan as Exhibit "C". A final Landscape Plan shall be approved by the Planning Commission which includes the number of plants, size, species, and other technical information for each phase and/or development area of the Project.

b. All yards, parking lots, and required street tree planters landscaping shall provide erosion control, visual interest, buffering, privacy, open space and pathway identification, shading and wind buffering based on the following standards. Based on the proposed use of the site, Developer shall provide visual screening and privacy within side and rear yards, while leaving front yards and building entrances mostly visible for security purposes.

c. Developer shall include pedestrian pathways and open space areas with landscape materials and provide focal points within the development, such as signature trees (i.e., large or unique trees), hedges, and flowering plants. Developer shall use landscaping to generally screen outdoor storage and mechanical equipment areas, and to enhance graded areas such as berms, swales, and detention/retention ponds. The proposal will include a mix of native and nonnative vegetation, all of which can tolerate the harsh condition of the high desert environment. An

irrigation system will be provided to accommodate the type and species of all planted areas, including ground covers.

d. Preliminary tree species include:

1.	**Trees with Low Mature Tree Height (25 feet or less), for use in areas under power lines or in small planting areas:**	
	Amur Maple/Acer ginnala	Hawthorn/Crataegus 'variety'
	Canada Red Cherry/Prunus virginiana 'Shubert'	Japanese Lilac Tree/Syringa reticulata
	Eastern Redbud/Cercis canadensis	Serviceberry/Amelanchier
	Flowering Crabapple/Malus 'variety'	
2.	**Trees with Medium Mature Tree Height (30 to 45 feet):**	
	American Hornbeam/Carpinus caroliniana	Hedge Maple/Acer campestre
	Callery Pear/Pyrus calleryana	Mountain Ash/Sorbus acuparia 'variety'
3.	**Tall Mature Tree Height (50 feet or larger):**	
	Green Ash/Fraxinus pennsylvanica	Pin Oak/Quercus paluatris
	Honey Locust/Gleditsia tricanthos 'variety'	Red Maple/Acer rubrum 'variety'
	Littleleaf Linden/Tilia cordata	Red Oak/Quercus rubra
	Norway Maple/Acer platanoides 'variety'	Pin Oak/Quercus paluatris
	Green Ash/Fraxinus pennsylvanica	

A refined species list shall be approved as part of the final Landscape Plan approved by the Planning Commission.

e. Growth Characteristics: Trees shall be selected based on growth characteristics and site conditions, including available space, overhead clearance, soil conditions, exposure, and desired color and appearance to provide a broad canopy tree variety unless limited by overhead clearance. Developer shall use narrow or "columnar" trees where awnings, other building features, or narrow sidewalks limit growth, or where greater visibility is desired between buildings and the street. Developer shall avoid using trees that are highly susceptible to insect damage and using trees that

produce excessive seeds or fruit. Developer will use deciduous trees for summer shade and winter sun and will select trees for their seasonal color, as desired.

f. Street trees shall be selected and planted according to current City ordinances and shall be planted within existing and proposed planting strips or in City-approved sidewalk tree wells on streets without planting strips. Small stature trees shall be planted no closer to the curb or sidewalk than three feet; medium trees – three feet; and large trees – four feet.

g. All irrigation shall be designed to eliminate overspray on structures, fences, or other vertical materials. Drip irrigation shall be used in any areas which are directly adjacent to vertical materials to avoid discoloration.

h. All final landscape plans shall be approved by the group or persons authorized to approve the building elevations in Subsection 10.

16. **Vehicle Parking, Loading, and Bicycle Parking**.

a. Parking spaces in the project may include spaces in garages, carports, parking lots, private side streets, and/or driveways so long as vehicles are not parked in a vehicle travel lane (including emergency or fire access lanes), and meet the minimum size required by North Ogden City code of nine (9) feet by nineteen (19) feet. This will be verified during the site plan review process for each of the Development Areas and approved by those authorized to approve the site plan in this Agreement.

b. Vehicle parking is allowed only on approved streets, within garages, carports, and other structures; or on driveways or parking lots that have been developed.

c. Although the proposal includes a clubhouse, a pool, and green space; these uses are accessory and only intended for residents of the complex unless otherwise designated, thus additional traffic and associated parking will not be generated from them.

d. The project shall provide 1204 residential parking spaces and 148 commercial parking spaces on site as shown on the Site Plan on Exhibit B & F. The foregoing parking spaces include 19 commercial spaces along Washington Blvd. ADA Accessible Parking Spaces. Accessible parking shall be provided for disabled persons, in conformance with the Federal Americans with Disabilities Act (ADA). Accessible parking is included in the total minimum number of required parking spaces. Accessible parking facilities shall comply with the design requirements of the current building code as adopted by the State of Utah.

e. A snow removal plan shall be approved by those authorized to approve the site plan.

17. **Bicycle Parking**.

a. Each required bicycle parking space shall be on asphaltic concrete, Portland cement, or similar hard surface material and each space shall be at least two feet wide by six feet long.

b. The location of the rack and subsequent parking shall not interfere with pedestrian passage, leaving a clear area of at least 36 inches between bicycles and other existing and potential obstructions. Customer spaces may or may not be sheltered. When provided, sheltered parking (within a building or under an eave, overhang, or similar structure) shall be provided at a rate of one space per 10 employees, with a minimum of one space per use.

c. Bicycle parking will be conveniently located to both the street right-of-way and at least one building entrance. Bicycle parking shall be visible to cyclists from street sidewalks or building entrances, so that it provides sufficient security from theft and damage. There will be at least 43 bike parking stalls, 35 near apartments and an estimated 8 near retail. Every residential building will be within 100 feet of bicycle parking. The number of commercial bike parking will be reviewed as part of the commercial site plans and be consistent with 11-7K-5 (J).

18. **Transportation Improvement Standards.**

a. Washington Blvd. will be improved in accordance with the Utah Transportation Authority (UTA) and approved UDOT access points.

b. All new and/or existing streets and alleys shall be paved according to North Ogden City Standards and Specifications. Sewers and Water mains are required. Sanitary sewers and water mains shall be installed to serve each new development and to connect developments to existing mains in accordance with the City's construction specifications as described in the pre-application meeting. The City shall be granted easements for any publicly owned utilities which run through the development.

19. **Storm Drainage Improvements.**

a. Drainage facilities shall be designed and constructed to accommodate increased runoff so that discharge rates existing before the proposed development shall not be increased, and accelerated channel erosion will not occur as a result of the proposed land disturbance or development activity.

b. Effect on Downstream Drainage. Where it is anticipated by the City Engineer that the additional runoff resulting from the development will channel to the new park existing drainage facilities, appropriate new facilities shall be installed by Developer to maintain existing discharge rates from this project.

c. The detention basin on the parcel identified in Exhibit "K" shall be improved by Developer as a public park for the benefit of all residents, in addition to any park impact fees to be paid. Developer acknowledges that this park and the improvements are satisfying the City's concerns related to the quality of the project and open space requirements and not to offset the

burden of new residents moving into the City. A final site plan shall be reviewed and approved by the Planning Commission.

20. **Site Lighting**. All outdoor lighting fixtures subject to this section shall be designed as a full cut-off fixture or have a shielding method to direct light emissions down onto the site and not shine direct illumination or glare onto adjacent properties. A Lighting Plan shall be approved by the Planning Commission prior to construction.

21. **Preliminary Grading and Drainage Plan**. A preliminary grading and drainage plan will be prepared by a registered professional engineer. The preliminary grading plan shall show the location and extent to which grading will take place, indicating general changes to contour lines, slope ratios, slope stabilization proposals, and location and height of retaining walls, if proposed. This plan shall be reviewed by and be subject to approval of the City Engineer.

22. **Building Permits**. The City will process building permits in accordance with established policy. The City shall not unreasonably delay issuance of building permits.

a. Building Permits. Building permits will only be issued after completion of any necessary subdivisions and final plat recording as approved by the Planning Commission in a regularly scheduled meeting.

b. A Technical Review Committee is required for all phases/Development Areas of the Project. All utility designs shall be approved by the City Engineer prior to issuance of a building permit.

23. **Commercial Development**. The Developer is not required to complete any commercial development prior to the completion of the residential portion of this Project. However, within one (1) year after the completion of all phases of the residential portion of the Project, Developer shall landscape and maintain all vacant portions of the commercial property in accordance with

City standards regardless of whether or not the area will eventually become a commercial space or parking lot. The City envisions that the Commercial Development will be the southerly entrance to North Ogden with a prominent "gateway building" at the northeast corner of 1700 N and Washington Blvd. Conceptual commercial building elevations are provided in Exhibit "J", though the ultimate design will be determined by Developer at the time suitable tenants are located. The Mayor shall determine if the proposed commercial elevations are significantly modified enough to require an amendment to this Agreement.

a. **Uses to be allowed in the commercial area**: Developer agrees to the list of uses which are considered "Permitted Uses" in the North Ogden C-2 zone and which are entirely contained within the building in which the use occurs. No outdoor storage or other uses are allowed except for outdoor seating associated with a café, restaurant, or other similar eating establishment.

b. **Uses not allowed in the commercial area.** The uses not allowed in the commercial area of this development despite being listed as a "permitted use" in the C-2 zone:

Adult themed stores
Agricultural use
Auto Sales or Repair
Bail Bond Companies
Bars or Taverns except as associated with a restaurant.
Bed and Breakfast
Boarding Houses
Boat/Recreational Vehicle Sales and Service
Christmas Tree Sales
Drive-in Refreshment Stands
Drive-thru businesses where the drive-thru lane is located between the building and the public street, unless a three foot landscaped berm is located between the drive-thru lane and the public street.
Educational Institutions similar to K-12 public schools
Hotel/Motel
Heavy Equipment Sales/Repair
Medical Supply/Sales
Monument/Mortuary Services
Pawn shop
Temporary Businesses
Thrift stores
Used Restaurant Supply store

Any other use that is not specifically permitted under the current C-2 zoning designation, with the exception of allowing the existing car wash and auto fueling stations.

24. **Construction**. Developer shall provide the contact name and number of the on-site foreman for the project to respond to issues and concerns immediately. During construction of the Project the Developer will following the approved SWPPP Plan. Additionally, Developer agrees to fully comply with landscape maintenance standards and mow or remove any weeds or plants which grow taller than twelve (12) inches, which are not designed and/or planted to do so, within fourteen (14) days of being notified in writing by the code enforcement officer. Any failure to meet these requirements will expose Developer to abatement remedies available under City and State codes.

25. **Technical Review**. Developer shall be required to address any technical requirements related to engineering and building standards which are typically addressed during the technical review process in the City. The Parties have not yet made the required determinations for design of facilities including, but not limited to, water, sewer, electrical, storm drain, fire suppression, etc.

26. **Other Conditions**. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be modified in writing by both parties to conform to the law. Should the parties be unable to agree upon a modification of the condition, covenant, or provision the contract becomes voidable by either party.

a. Management of Property. The Developer shall establish a Homeowners Association or other entity to maintain and manage on behalf of ownership of all common areas and collect dues for the maintenance of all landscaping, exterior building treatments, private streets, parking, snow

removal, underground utilities, sidewalks, plazas, and other similar improvements. The Mayor and City Planner shall verify the CC&R's are in place prior to final approval of the Development Areas.

b. The first clubhouse in the northwest corner of the project shall be completed prior to the 1st apartment building receiving its occupancy permit.

c. the second clubhouse shall be completed prior to the 200th apartment unit receiving occupancy.

d. Near Coldwater Creek in the northwest corner Developer shall complete the public trail access contemplated in the original agreements and subdivisions as well as landscaped area for members of the development to access the trail where three cottage lots were originally contemplated. This area shall be completed before 1st apartment building receives its occupancy permit.

e. The developer shall complete the sidewalk connections between the townhomes and apartment areas as the apartments are constructed to receive the sidewalk in question.

27. **Successors and Assigns**.

a. Binding Effect. This Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project.

b. Assignment. Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement, and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the Mayor of the City to Developer or its successors or assigns. This restriction on

assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Agreement.

28. **General Terms and Conditions.**

a. Term. This Agreement shall be in effect until December 31, 2025.

b. No Joint Venture, Partnership or Third Party Rights. This Development Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto, nor any rights or benefits to third parties.

c. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

d. Attorney's Fees. If this Development Agreement or any of the Exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breeching party.

e. Counterparts. This Agreement and any originals of Exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed) shall be an original, but all of which shall constitute one and the same instrument.

29. **General Terms and Conditions.**

a. Construction of Agreement. This Agreement shall be construed so as to effectuate the

public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest.

b. State/Federal Law. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be amended in writing by both parties. Should the parties be unable to agree upon a modification of the condition, covenant, or provision the contract becomes voidable by either party.

c. Relationship of Parties and No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto; nor, unless otherwise stated, create any rights or benefits to third parties.

d. Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Project, this Agreement shall be deemed to refer to other laws of North Ogden City and the State of Utah.

e. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

f. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.

g. Arbitration. All disputes under this Agreement shall be resolved through binding Arbitration. If the City and Developer are unable to resolve an issue through discussions, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the

professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator, they shall each within ten (10) business days appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Developer shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City to pay the arbitrator's fees.

h. Notices. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall either be delivered personally, by certified mail, or express courier delivery to the parties at the following addresses:

If to the City:

North Ogden City
Susan Nance, City Recorder
505 E. 2600 N.
North Ogden, Utah 84414

Developer

URE Fund I – Prominence Point, LLC
3400 W. Mayflower Avenue Ste 350
Lehi, UT 84043

Any party may change their address by giving written notice to the other party in accordance with the provisions of this section.

DATED this 11TH day of OCTOBER, 2022.

URE Fund I – Prominence Point, LLC

By: EDWARD AXLEY
Its: PRESIDENT

DATED this 19th day of October, 2022.

NORTH OGDEN CITY

By: S. Neal Berube
Its: MAYOR

Attest: Susan Nance

TABLE OF CONTENTS FOR EXHIBITS

A: Legal Description – Included.

B: Preliminary Site Plan – Included.

C: Preliminary Landscape Plan – Included with specific plans to be approved by planning commission as presented prior to building permit approval.

D: Floor Plans – Included for Apartment Area and not required for other development areas as outlined above.

E: Building Elevations – Included for Apartment Area. Individual development area approvals are provided as outlined above.

F: Site Data – Included.

G: Color Palette and Building material board.

H: Fire Plan to be approved by Fire Marshal during technical review of the development.

I: Signage – to be approved by Planning Commission at a later public meeting.

J: Commercial Elevations – to be approved by City Council at a later public meeting.

K: Detention Basin Park – to be approved by Parks Department at a later date.

L: Preliminary Master Plan – Included.

M: Private Street Cross section – Included.

EXHIBIT A

NORTH OGDEN CITY LEGAL DESCRIPTION

PART OF THE NORTH HALF OF SECTION 5, T.6N., R.1W., S.L.B. & M., U.S. SURVEY. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH LIES N89°47'40"E 3513.84 FEET AND SOUTH 310.70 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5 AND RUNNING THENCE EAST 1097.76 FEET; THENCE S00°50'15"W 744.35 FEET; THENCE N89°03'50"W 149.94 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.28 FEET, A RADIUS OF 217.00 FEET, A CHORD BEARING OF N78°35'51"W, AND A CHORD LENGTH OF 78.84 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 103.39 FEET, A RADIUS OF 283.00 FEET, A CHORD BEARING OF N78°35'51"W, AND A CHORD LENGTH OF 102.82 FEET; THENCE N89°03'50"W 792.06 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 30.04 FEET, A RADIUS OF 317.00 FEET, A CHORD BEARING OF N86°20'55"W, AND A CHORD LENGTH OF 30.03 FEET; THENCE N00°56'10"E 127.98 FEET; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 80.02 FEET, A RADIUS OF 480.00 FEET, A CHORD BEARING OF N05°42'42"E, AND A CHORD LENGTH OF 79.92 FEET; THENCE N10°29'14"E 252.64 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 76.88 FEET, A RADIUS OF 420.00 FEET, A CHORD BEARING OF N05°14'37"E, AND A CHORD LENGTH OF 76.77 FEET; THENCE N00°00'00"W 158.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.26 ACRES

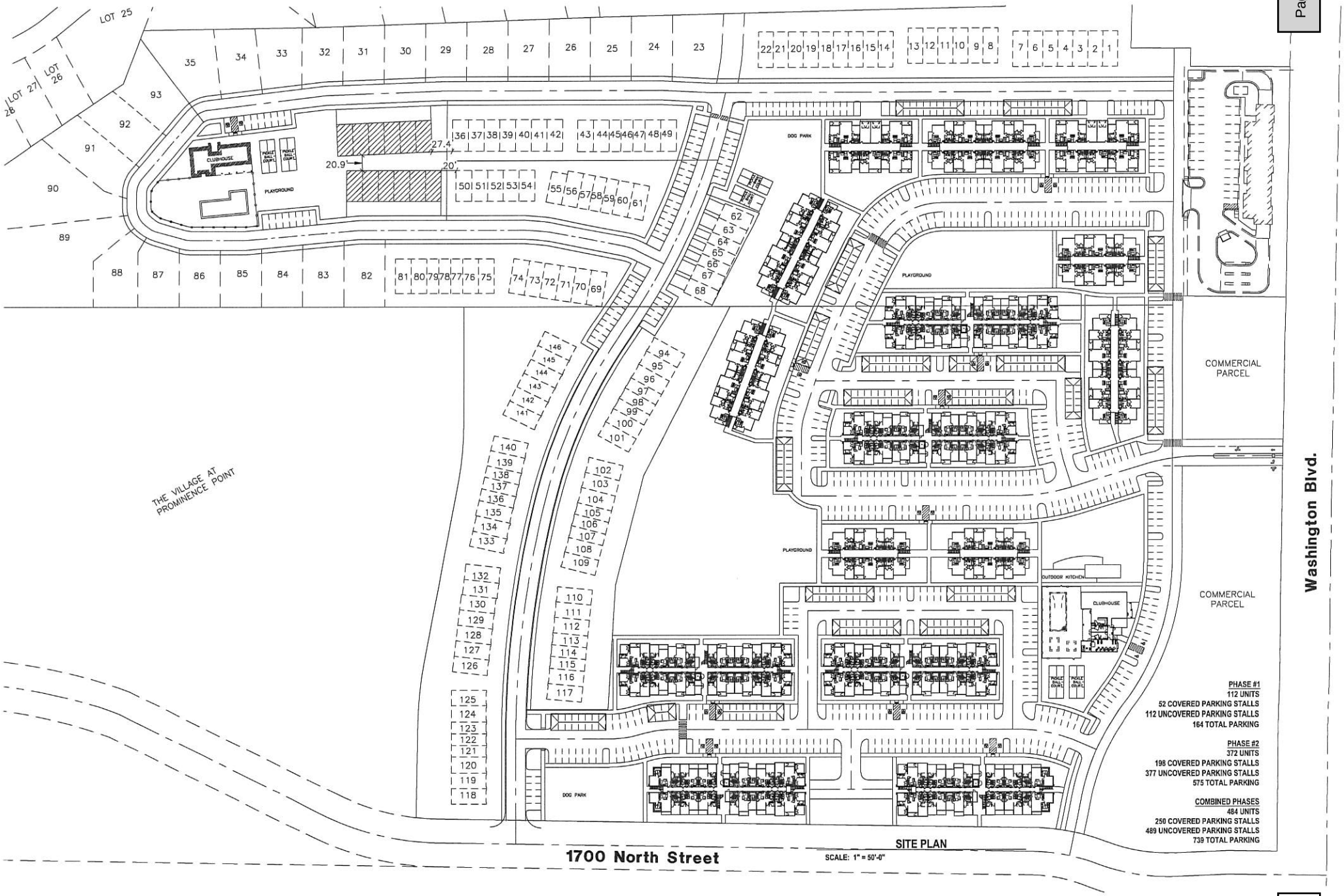
ANNEXATION AREA LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, AND ALSO PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 54-R, MYSTERY MEADOWS SUBDIVISION PHASE 2, SAID POINT ALSO BEING A POINT ON THE EXISTING BOUNDARY OF THE CORPORATE LIMITS OF NORTH OGDEN CITY, SAID POINT LIES S00°20'01"W ALONG THE MONUMENT LINE BETWEEN THE NORTHWEST CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 5, 281.23 FEET AND S89°39'50"E 2866.43 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 5; AND RUNNING ALONG THE BOUNDARY OF THE CORPORATE LIMITS OF NORTH OGDEN CITY THE FOLLOWING TWENTY (20) COURSES; (1) NORTH ALONG THE EAST LINE OF SAID 54R, 72.15 FEET TO A POINT ON THE SOUTH LINE OF LOT 32, ROYLANCE FARMS P.R.U.D PHASE 2, 3RD AMENDMENT; (2) N85°09'01"E ALONG SAID SOUTH LINE, 12.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 32; (3) N08°23'50"E ALONG THE EAST LINES OF LOT 32 AND 31, ROYLANCE FARMS P.R.U.D. PHASE 2, 3RD AMENDMENT 118.26 FEET TO THE SOUTHWEST CORNER OF LOT 28, ROYLANCE FARMS P.R.U.D. PHASE 2, 3RD AMENDMENT; (4) N55°25'02"E ALONG THE SOUTHERLY LINES OF LOTS 28, 27, 26, AND 25, ROYLANCE FARMS P.R.U.D. PHASE 2 3RD AMENDMENT, 197.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT; (5) N20°28'01"E ALONG THE EAST LINE OF SAID LOT 25, 75.84 FEET TO THE SOUTHWEST CORNER OF COMMON AREA, ROYLANCE FARMS P.R.U.D. PHASE 2, 3RD AMENDMENT; (6) N89°04'38"E ALONG THE SOUTH LINE OF SAID COMMON AREA, 230.59 FEET A PORTION OF WHICH RUNS ALONG THE SOUTH LINE OF ROYLANCE FARMS PHASE 4; (7) N88°01'08"E 377.46 FEET; (8) N88°36'08"E 543.60 FEET; (9) N00°48'08"E 3.79 FEET TO THE SOUTHWEST CORNER OF LOT 408, ROYLANCE FARMS PHASE 4; (10) S89°44'26"E ALONG THE SOUTH LINE OF SAID LOT 48, 169.02 FEET TO A POINT ON THE WEST LINE OF LOT 1, ROYLANCE FARMS COMMERCIAL SUBDIVISION; (11) S00°50'00"W ALONG THE WEST LINE OF SAID LOT 1, 59.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; (12) S89°42'34"E ALONG BOUNDARY OF SAID LOT 1, 79.91 FEET TO THE SOUTHERLY CORNER OF SAID LOT 1; (13) S00°15'26"E ALONG BOUNDARY OF SAID LOT 1, 25.00 FEET TO THE SOUTHERLY CORNER OF SAID LOT 1; (14) S89°42'34"E ALONG THE SOUTHERLY LINE OF SAID LOT 1, 0.11 FEET; (15) SOUTH 348.94 FEET; (16) N87°37'48"E 193.97 FEET TO THE CENTERLINE OF WASHINGTON BOULEVARD (400 EAST STREET); (17) S00°50'18"W ALONG SAID CENTERLINE, 175.02 FEET; (18) N89°09'45"W 211.12 FEET; (19) N00°50'15"E 191.47 FEET; (20) WEST 1601.59 FEET TO A POINT ON THE WEST LINE OF LOT 54-R, MYSTERY MEADOWS SUBDIVISION PHASE 2, SAID POINT ALSO BEING THE POINT OF THE BEGINNING.

CONTAINING 631,677 SQUARE FEET OR 14.501 ACRES MORE OR LESS.

Exhibit B

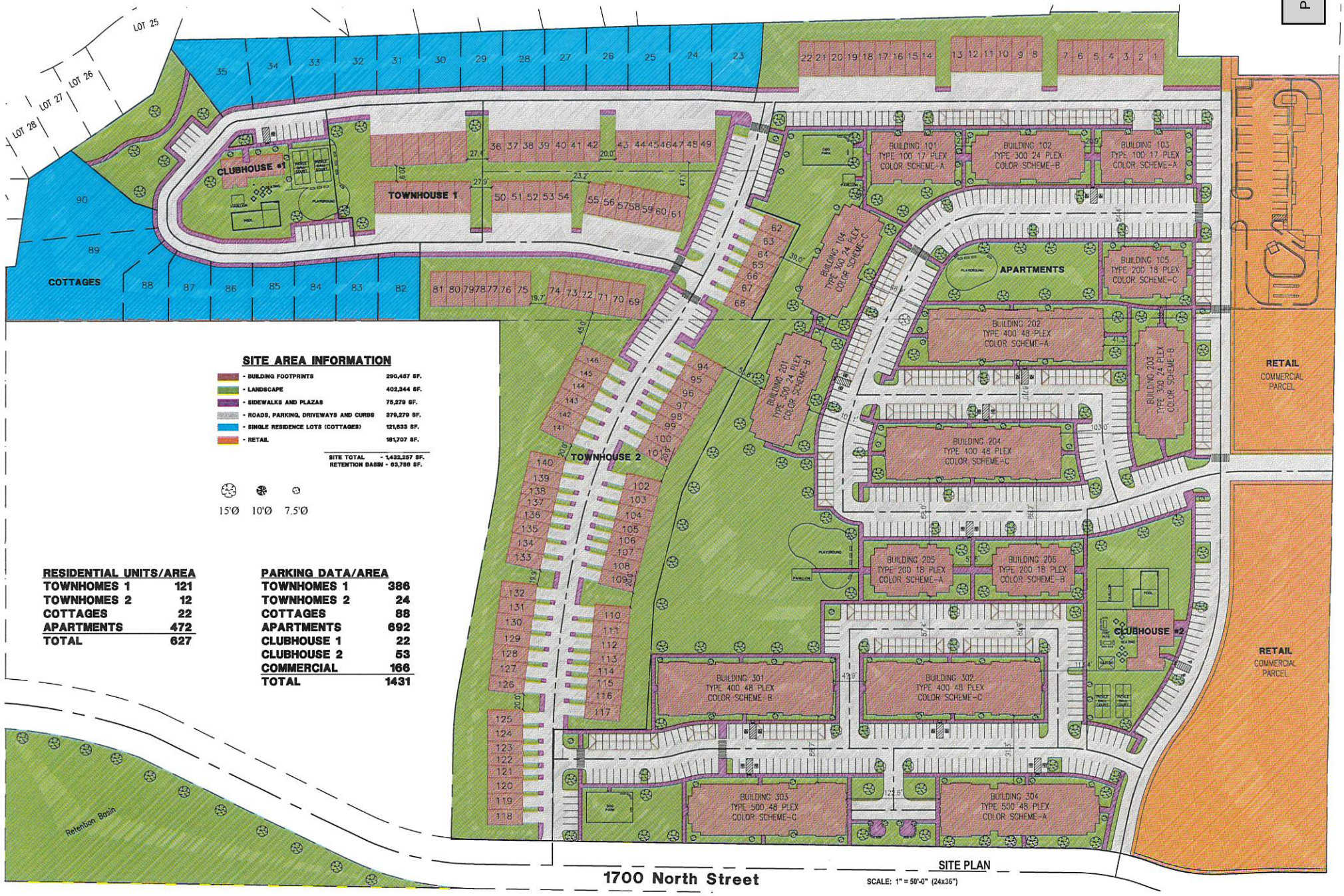


PHASE #1
112 UNITS
52 COVERED PARKING STALLS
112 UNCOVERED PARKING STALLS
164 TOTAL PARKING

PHASE #2
372 UNITS
198 COVERED PARKING STALLS
377 UNCOVERED PARKING STALLS
575 TOTAL PARKING

COMBINED PHASES
484 UNITS
250 COVERED PARKING STALLS
489 UNCOVERED PARKING STALLS
739 TOTAL PARKING

Exhibit C



SITE AREA INFORMATION

- BUILDING FOOTPRINTS	290,457 SF.
- LANDSCAPE	402,344 SF.
- SIDEWALKS AND PLAZAS	75,279 SF.
- ROADS, PARKING, DRIVEWAYS AND CURBS	379,279 SF.
- SINGLE RESIDENCE LOTS (COTTAGES)	121,633 SF.
- RETAIL	181,707 SF.
SITE TOTAL	1,432,257 SF.
RETENTION BASIN	63,788 SF.

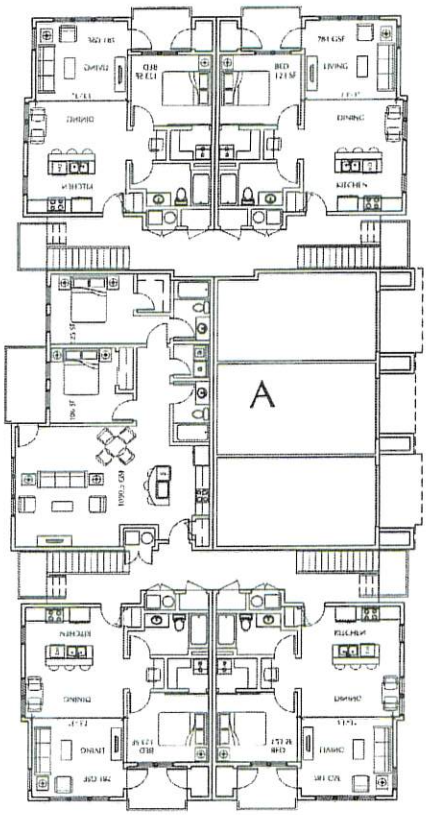
15'Ø 10'Ø 7.5'Ø

RESIDENTIAL UNITS/AREA	
TOWNHOMES 1	121
TOWNHOMES 2	12
COTTAGES	22
APARTMENTS	472
TOTAL	627

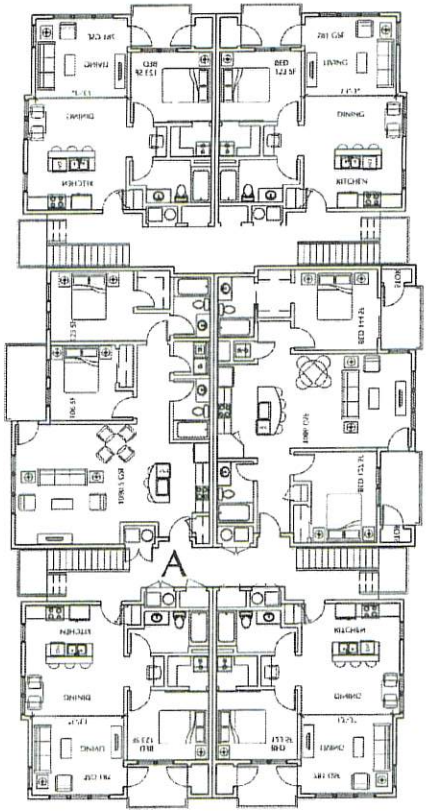
PARKING DATA/AREA	
TOWNHOMES 1	386
TOWNHOMES 2	24
COTTAGES	88
APARTMENTS	692
CLUBHOUSE 1	22
CLUBHOUSE 2	53
COMMERCIAL	166
TOTAL	1431

SITE PLAN
SCALE: 1" = 50'-0" (24x36")

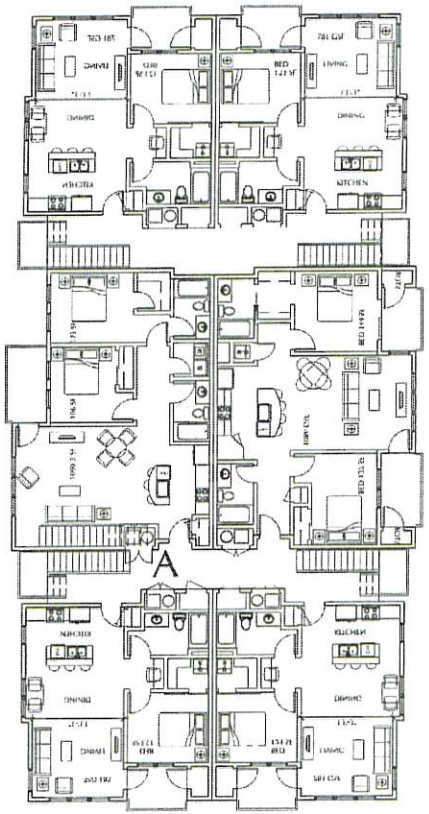
Exhibit D



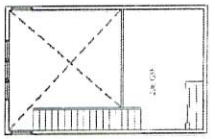
BUILDING 'A' - 1ST FLOOR



BUILDING 'A' - 2ND FLOOR



BUILDING 'A' - 3RD FLOOR



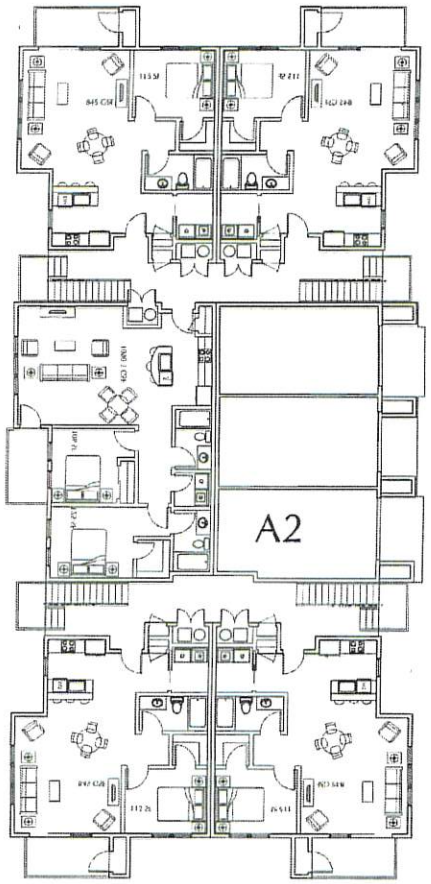
BUILDING 'A' - 4TH FLOOR/LOFT

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

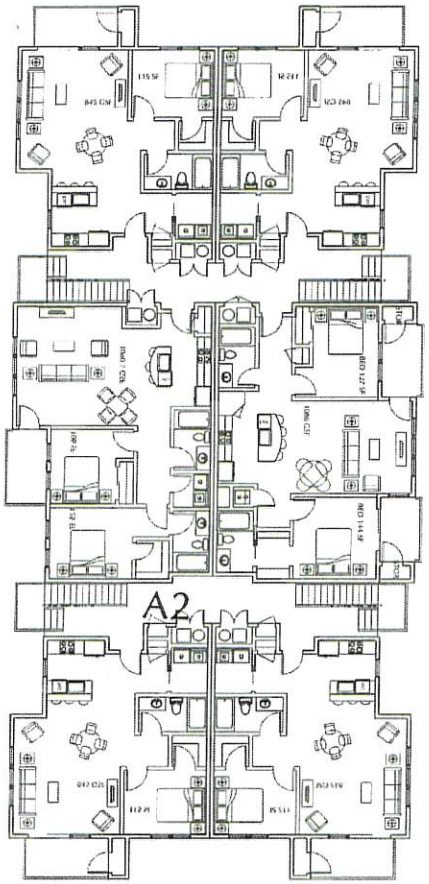
BUILDING 'A' - 18,149 GSF

EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

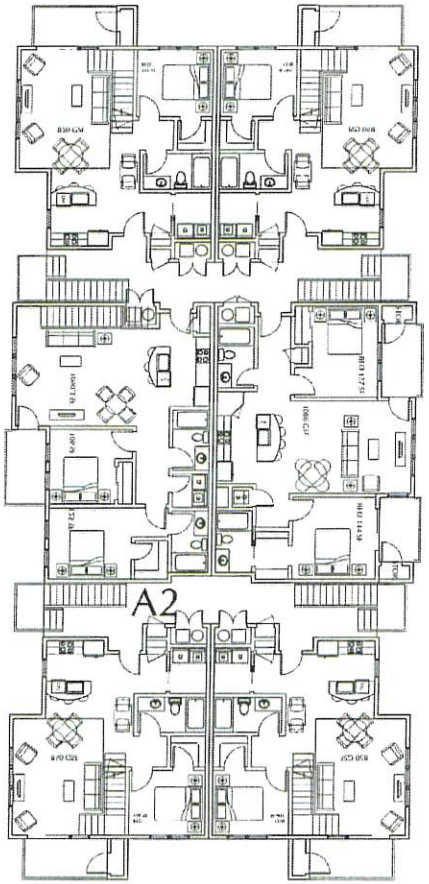
Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com



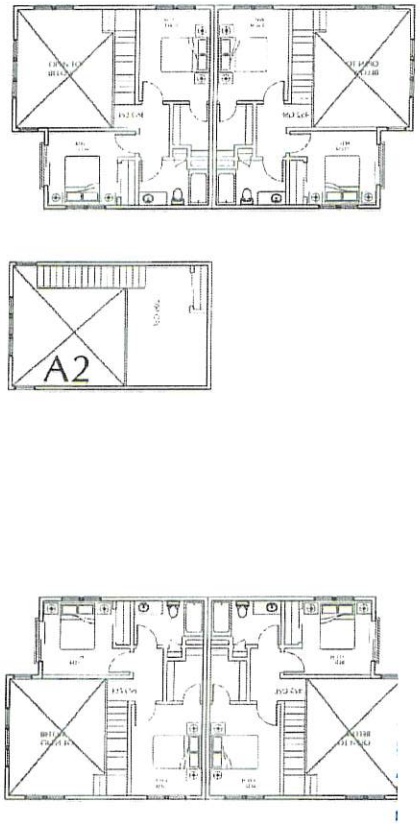
BUILDING 'A2' - 1ST FLOOR



BUILDING 'A2' - 2ND FLOOR



BUILDING 'A2' - 3RD FLOOR



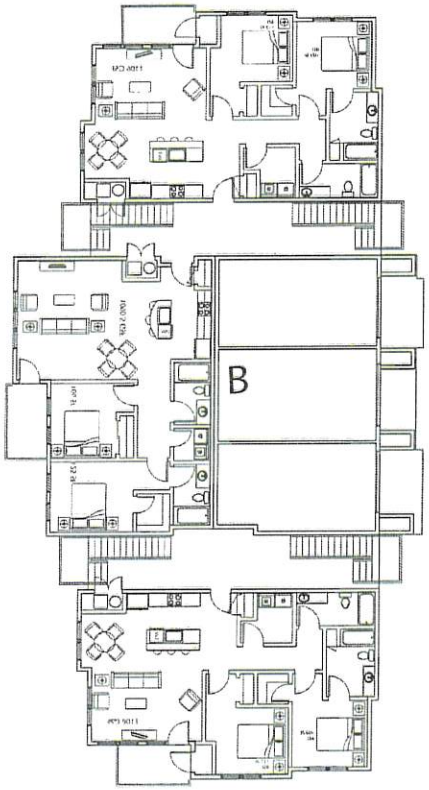
BUILDING 'A2' - 4TH FLOOR/LOFT

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

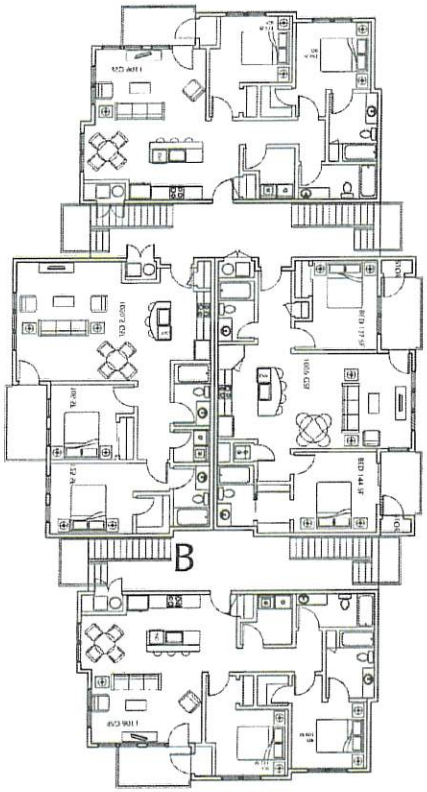
BUILDING 'A2' - 20,895 GSF

EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

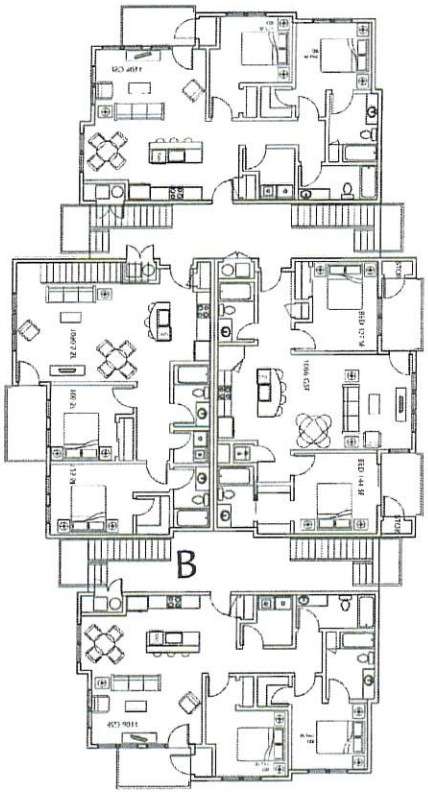
Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com



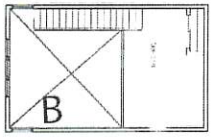
BUILDING 'B' - 1ST FLOOR



BUILDING 'B' - 2ND FLOOR



BUILDING 'B' - 3RD FLOOR



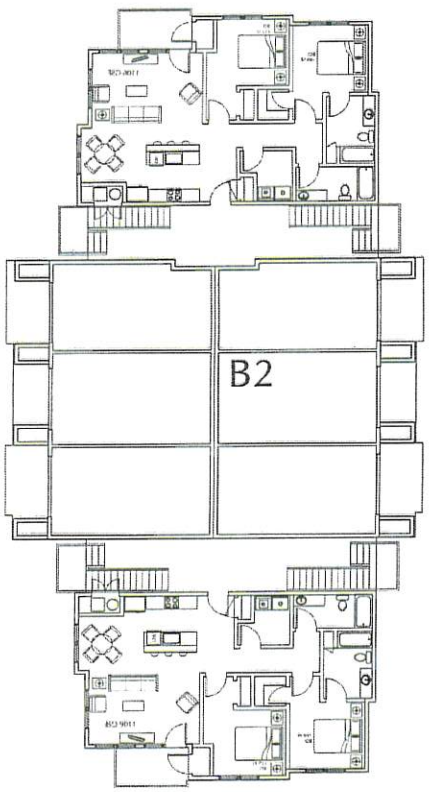
BUILDING 'B' - 4TH FLOOR/LOFT

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

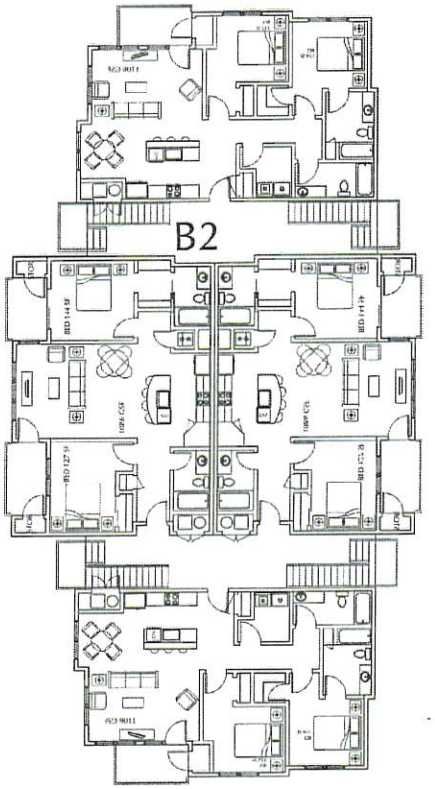
BUILDING 'B' - 15,397 GSF

EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

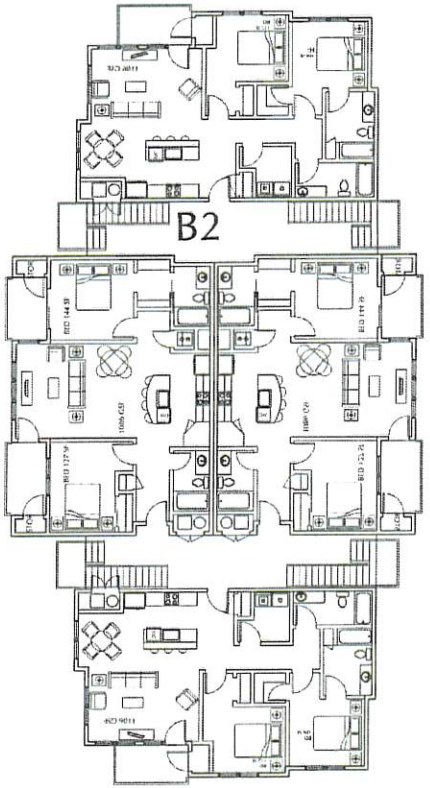
Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com



BUILDING 'B2' - 1ST FLOOR



BUILDING 'B2' - 2ND FLOOR



BUILDING 'B2' - 3RD FLOOR

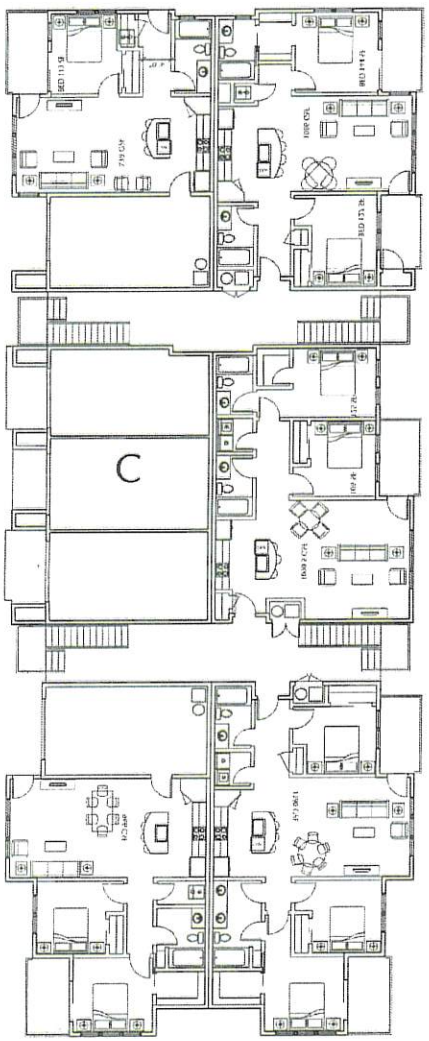
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

BUILDING 'B2' - 15,088 GSF

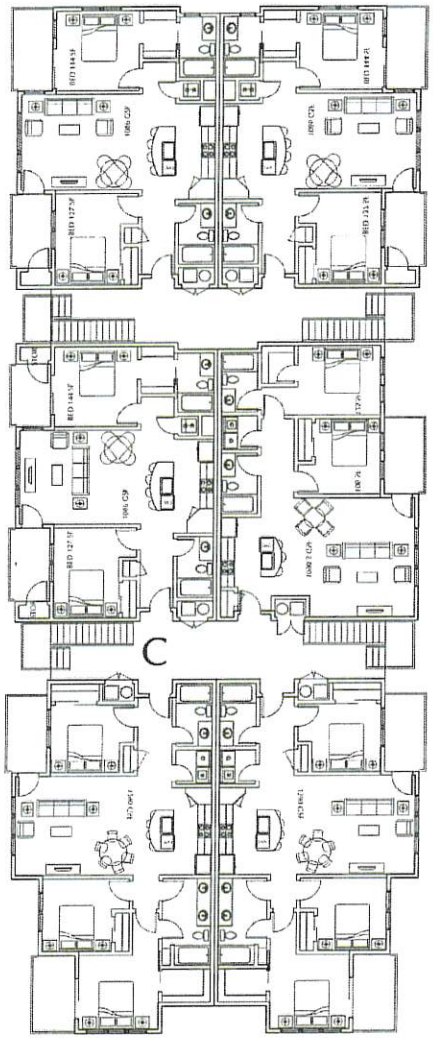
EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

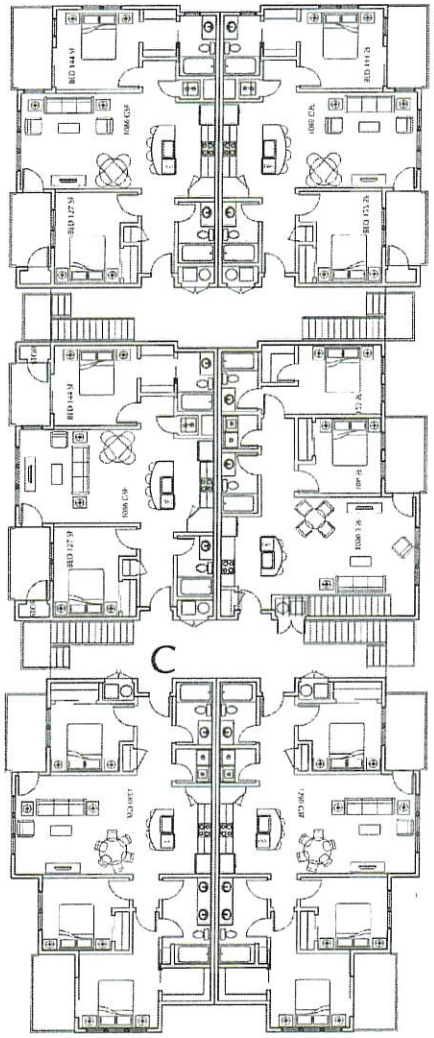
12/01/2015



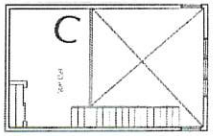
BUILDING 'C' - 1ST FLOOR



BUILDING 'C' - 2ND FLOOR



BUILDING 'C' - 3RD FLOOR



BUILDING 'C' - 4TH FLOOR/LOFT

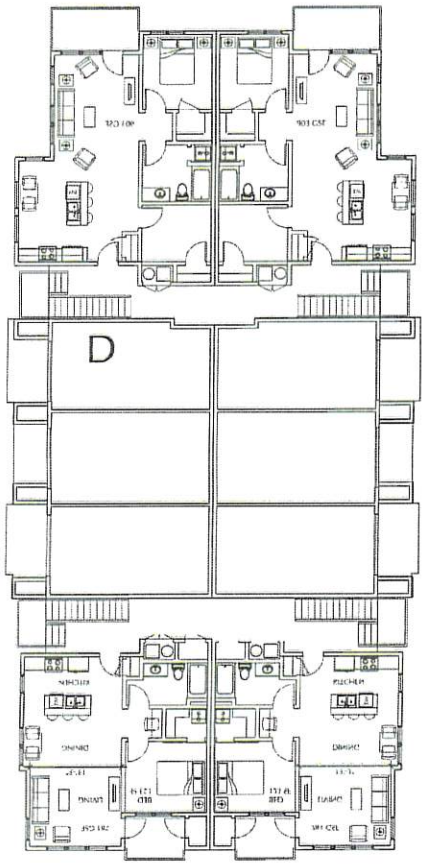
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

BUILDING 'C' - 23,517 GSF

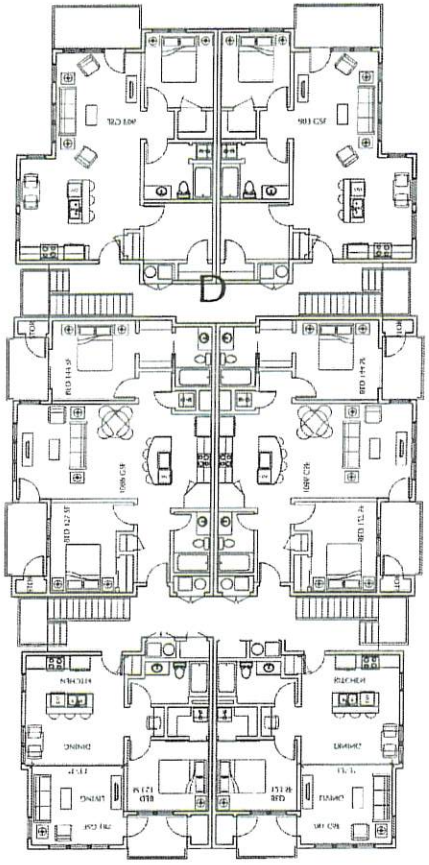
EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

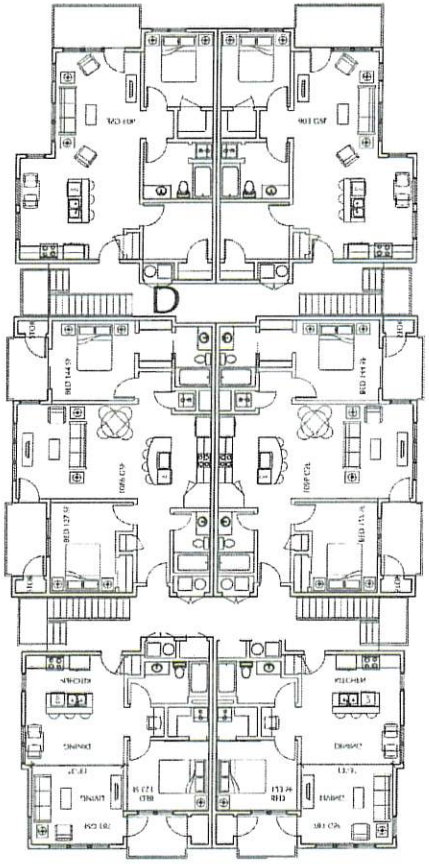
12/01/2015



BUILDING 'D' - 1ST FLOOR



BUILDING 'D' - 2ND FLOOR



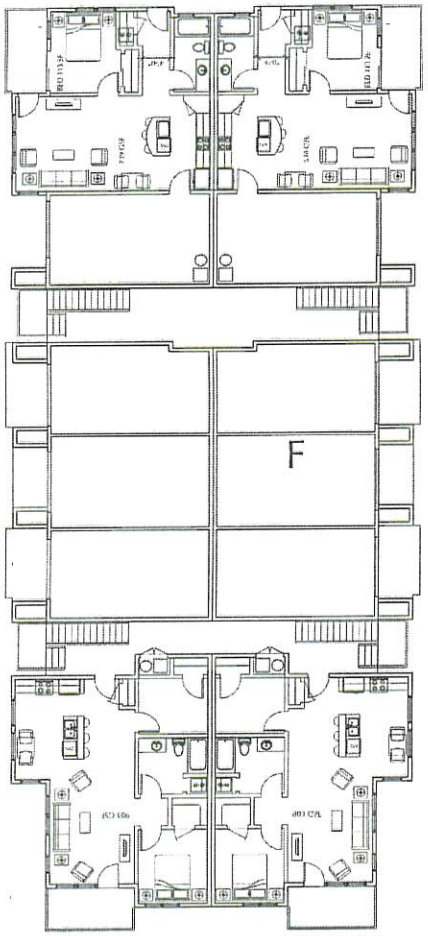
BUILDING 'D' - 3RD FLOOR

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

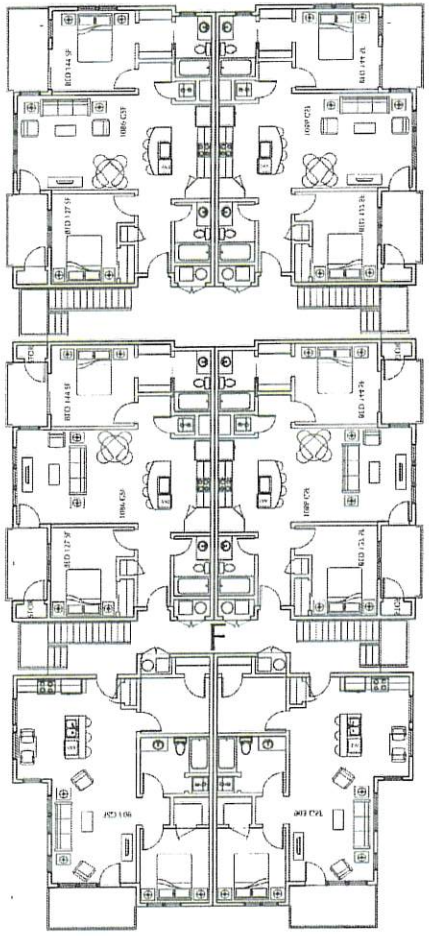
BUILDING 'D' - 18,532 GSF

EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

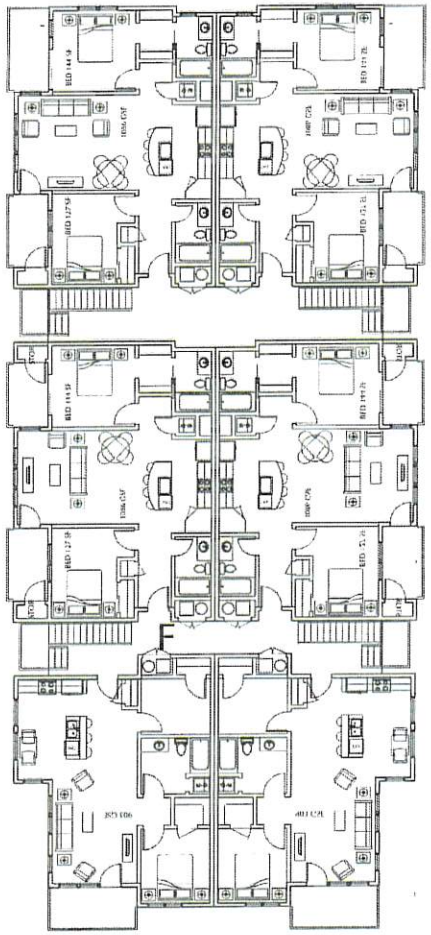
Ankrom Moisan Architects, Inc
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com



BUILDING 'F' - 1ST FLOOR



BUILDING 'F' - 2ND FLOOR



BUILDING 'F' - 3RD FLOOR

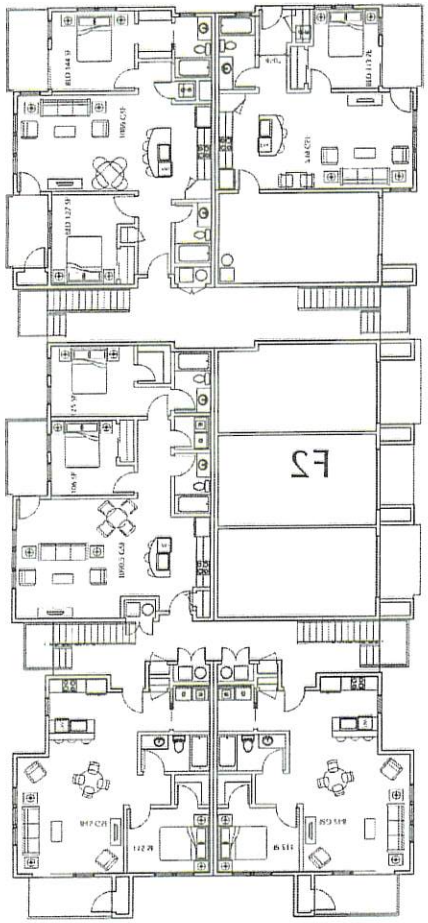
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

BUILDING 'F' - 20,549 GSF

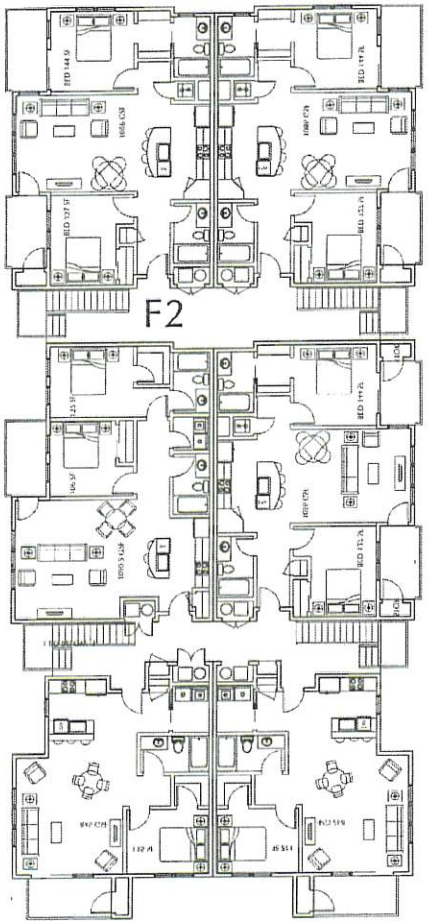
EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

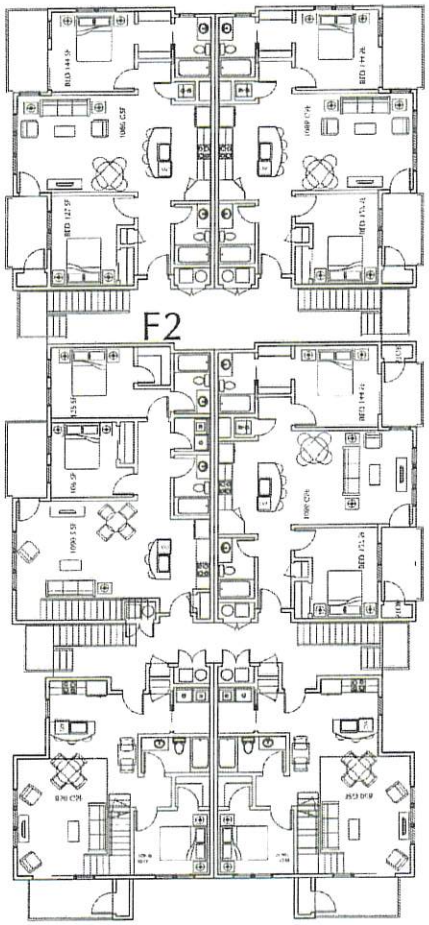
12/01/2015



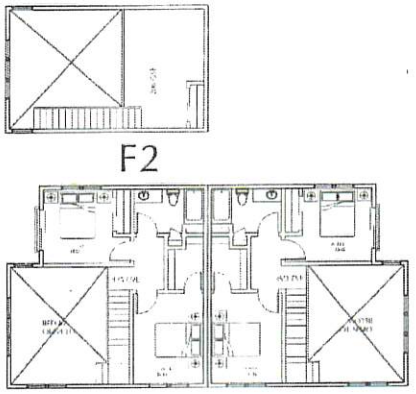
BUILDING 'F2' - 1ST FLOOR



BUILDING 'F2' - 2ND FLOOR



BUILDING 'F2' - 3RD FLOOR



BUILDING 'F2' - 4TH FLOOR/LOFT

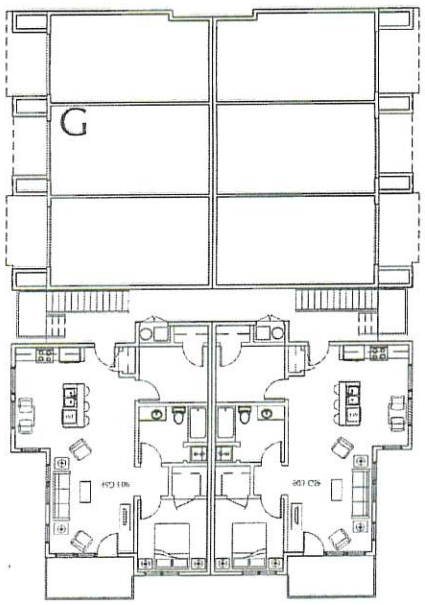
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

BUILDING 'F2' - 21,466 GSF

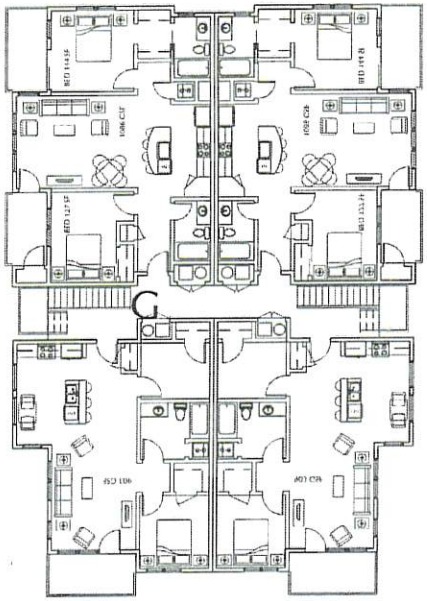
EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

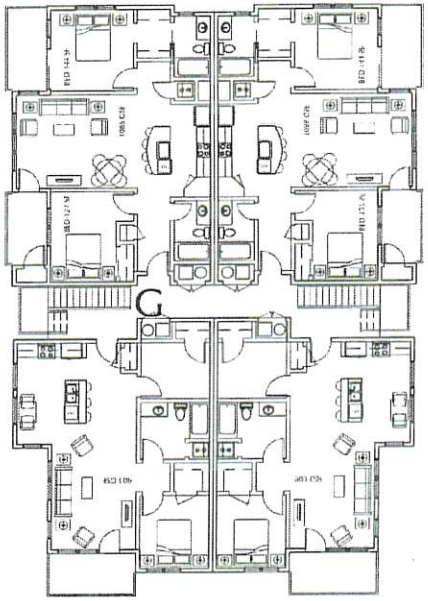
12/01/2015



BUILDING 'G' - 1ST FLOOR



BUILDING 'G' - 2ND FLOOR



BUILDING 'G' - 3RD FLOOR

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

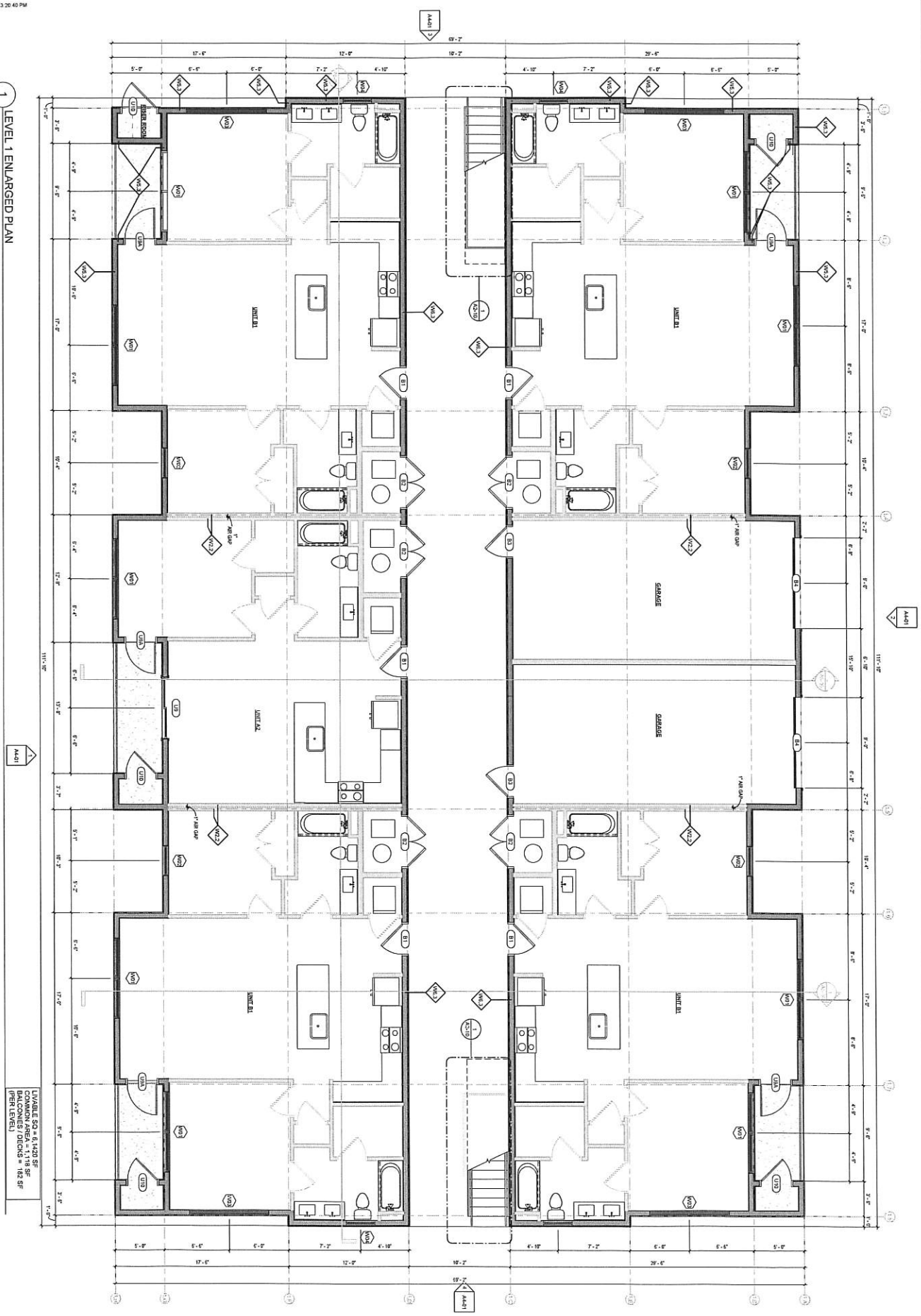
BUILDING 'G' - 12,634 GSF

EXHIBIT D - FLOOR PLANS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

12/6/2018

8/23/2022 3:20:40 PM

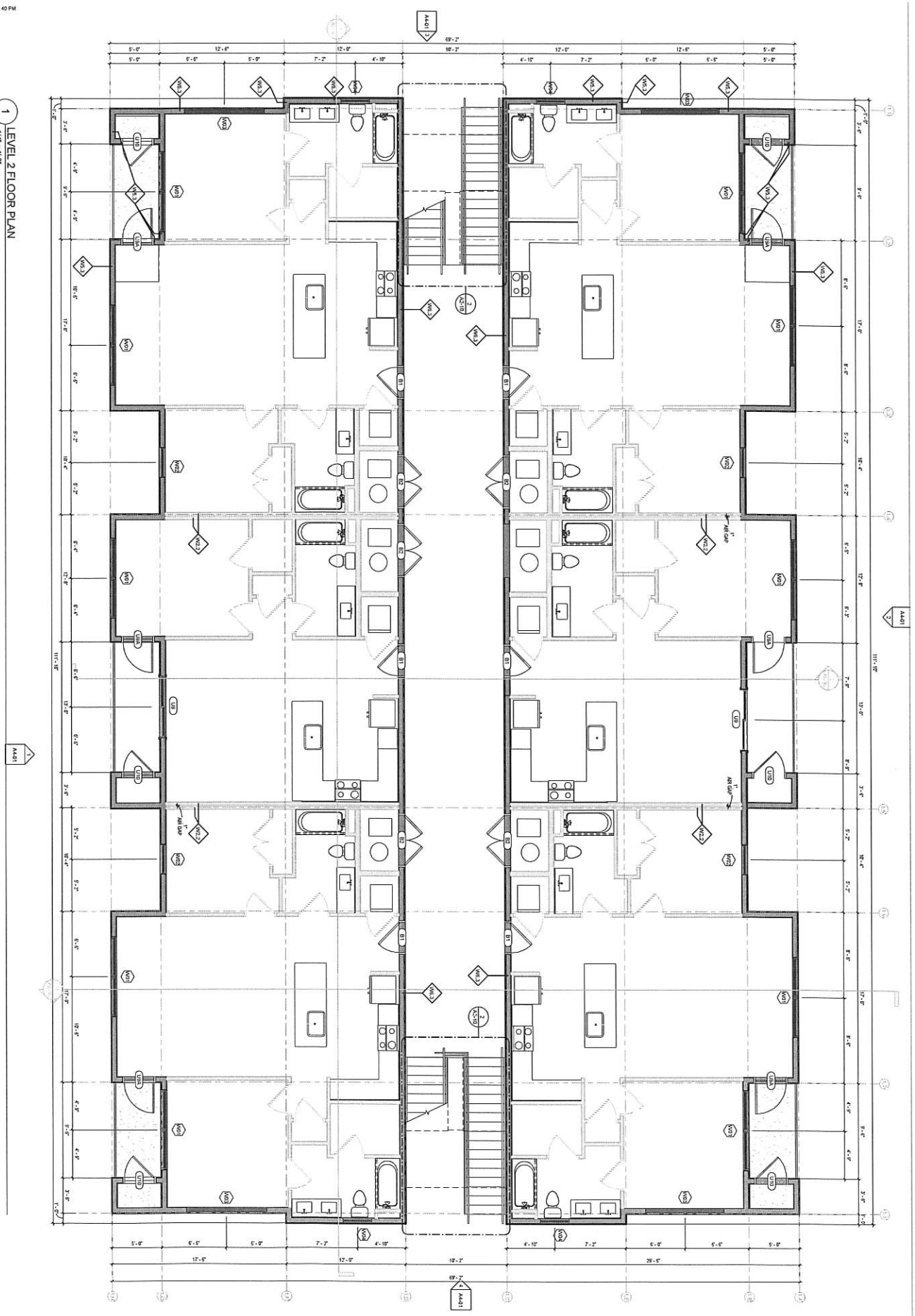


© Davies Design Build - ALL RIGHTS RESERVED

A1-01	JOB NUMBER	DRAWN BY Author	CHECKED BY Checker	LEVEL 1 ENLARGED PLAN	REVISION	ISSUE	Davies Design Build	VILLAGES AT PROMINECE POINT BUILDING 100

DAVIES DESIGN BUILD
ADDRESS 7777777
PHONE 7777777
WEBSITE

8/23/2022 3:20:40 PM

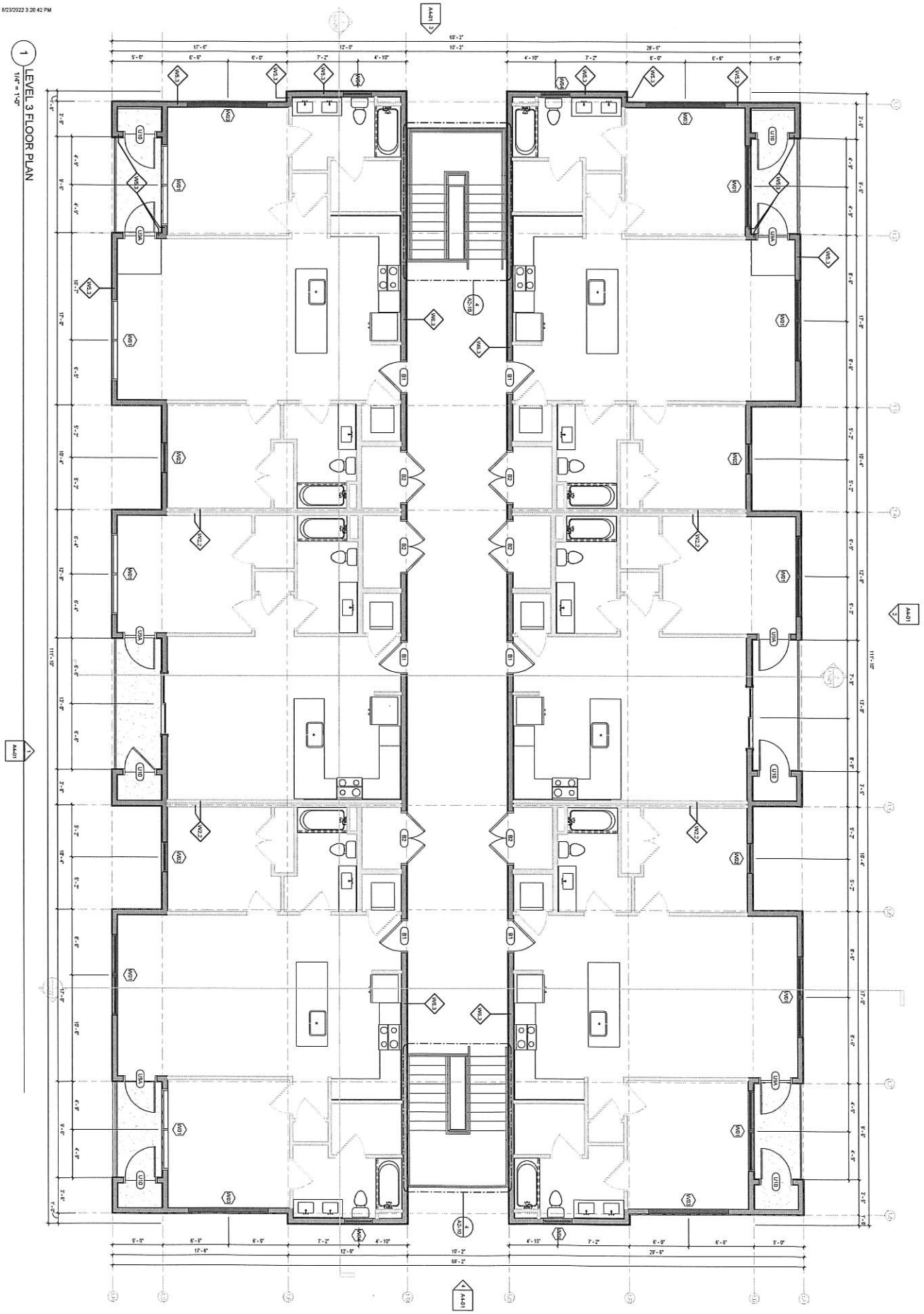


1 LEVEL 2 FLOOR PLAN
1/4" = 1'-0"

© Davies Design Build - ALL RIGHTS RESERVED

A1-02	LEVEL 2 ENLARGED PLAN	JOB NUMBER	DRAWN BY Author	CHECKED BY Checker	REVISION	ISSUE	Davies Design Build	VILLAGES AT PROMINECE POINT BUILDING 100	DAVIES DESIGN BUILD ADDRESS 7777777 PHONE WEBSITE

8/23/2022 3:20:42 PM



© Davies Design Build - ALL RIGHTS RESERVED

A1-03

LEVEL 3 ENLARGED PLAN

JOB NUMBER

DRAWN BY: AGRM | CHECKED BY: CheckM

ISSUE

REVISION

Davies Design Build

VILLAGES AT PROMINECE POINT

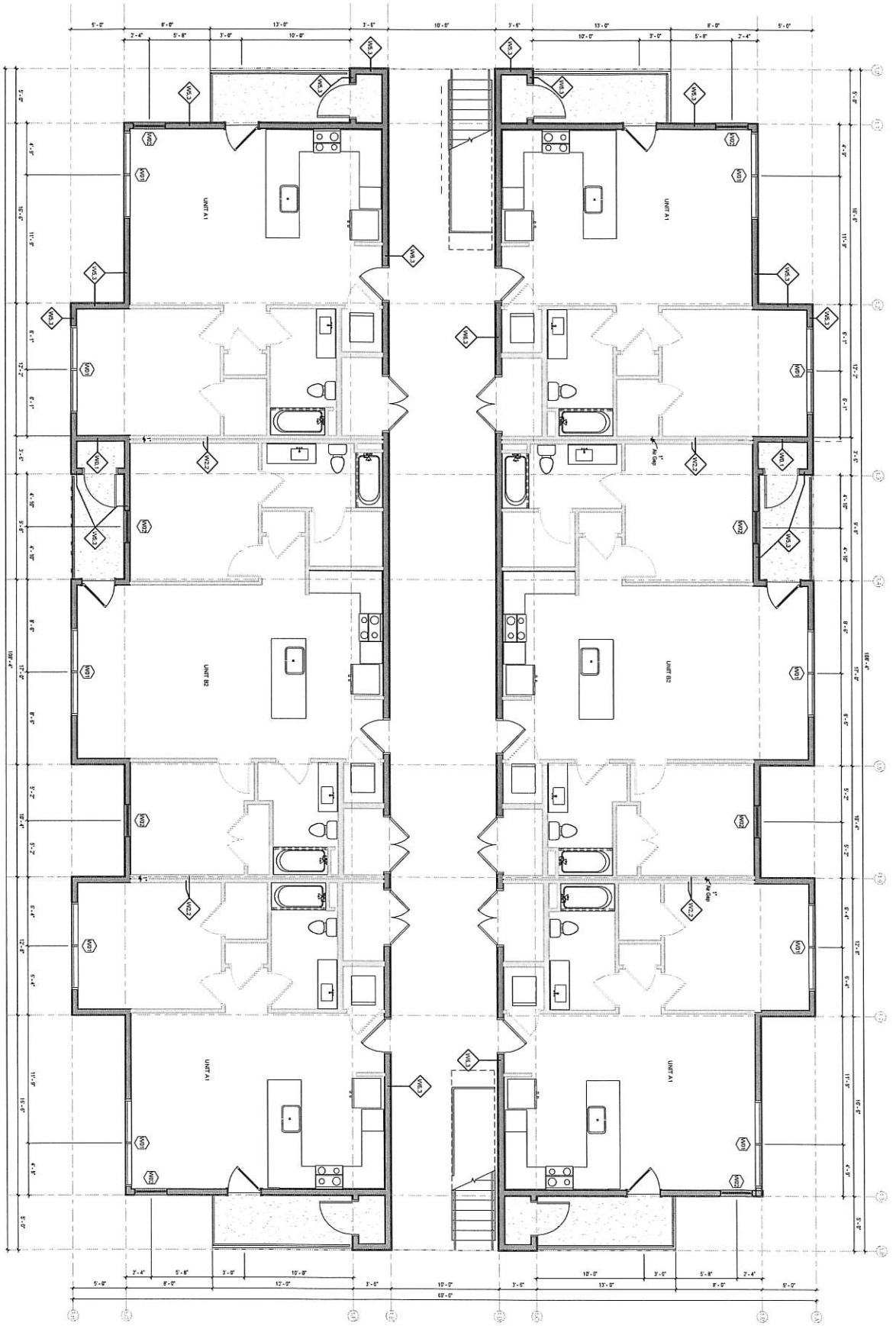
BUILDING 100

DAVIES DESIGN BUILD

ADDRESS 7777777
PHONE
WEBSITE

8/23/2022 3:39:28 PM

1 LEVEL 1 ENLARGED PLAN
1/4" = 1'-0"



LIVABLE SQ = 5,392 SF
COMMON AREA = 1,064 SF
BALCONIES / DECKS = 350 SF
(PER LEVEL)

© Davies Design Build - ALL RIGHTS RESERVED

A1-01

LEVEL 1 ENLARGED PLAN

DRAWN BY: Author
CHECKED BY: Checker
JOB NUMBER:

Davies Design Build

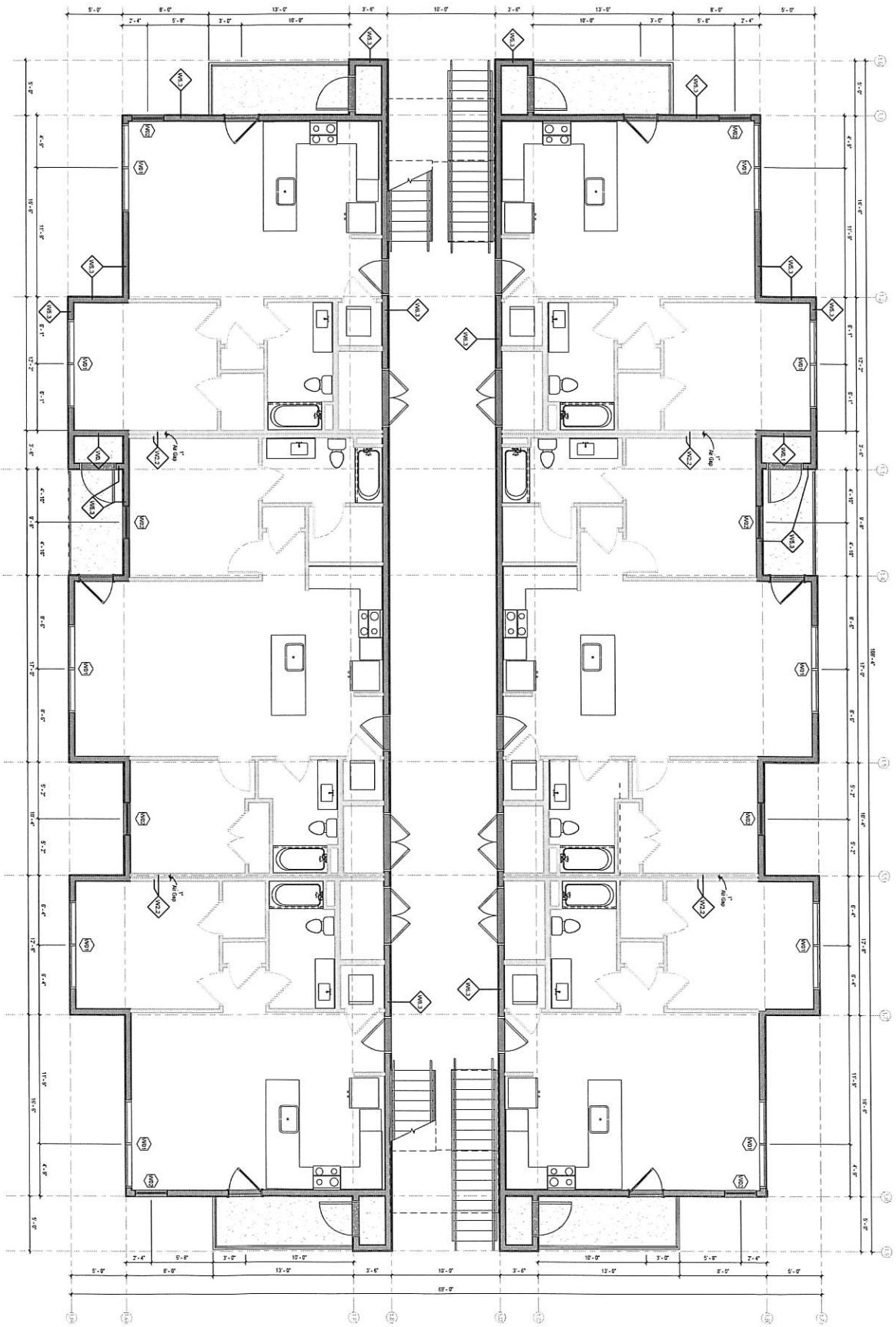
VILLAGES AT PROMINECE POINT

BUILDING 200

DAVIES DESIGN BUILD
ADDRESS 7777777
PHONE 7777
WEBSITE

8/23/2022 3:39:29 PM

1 LEVEL 2 FLOOR PLAN
1/4" = 1'-0"

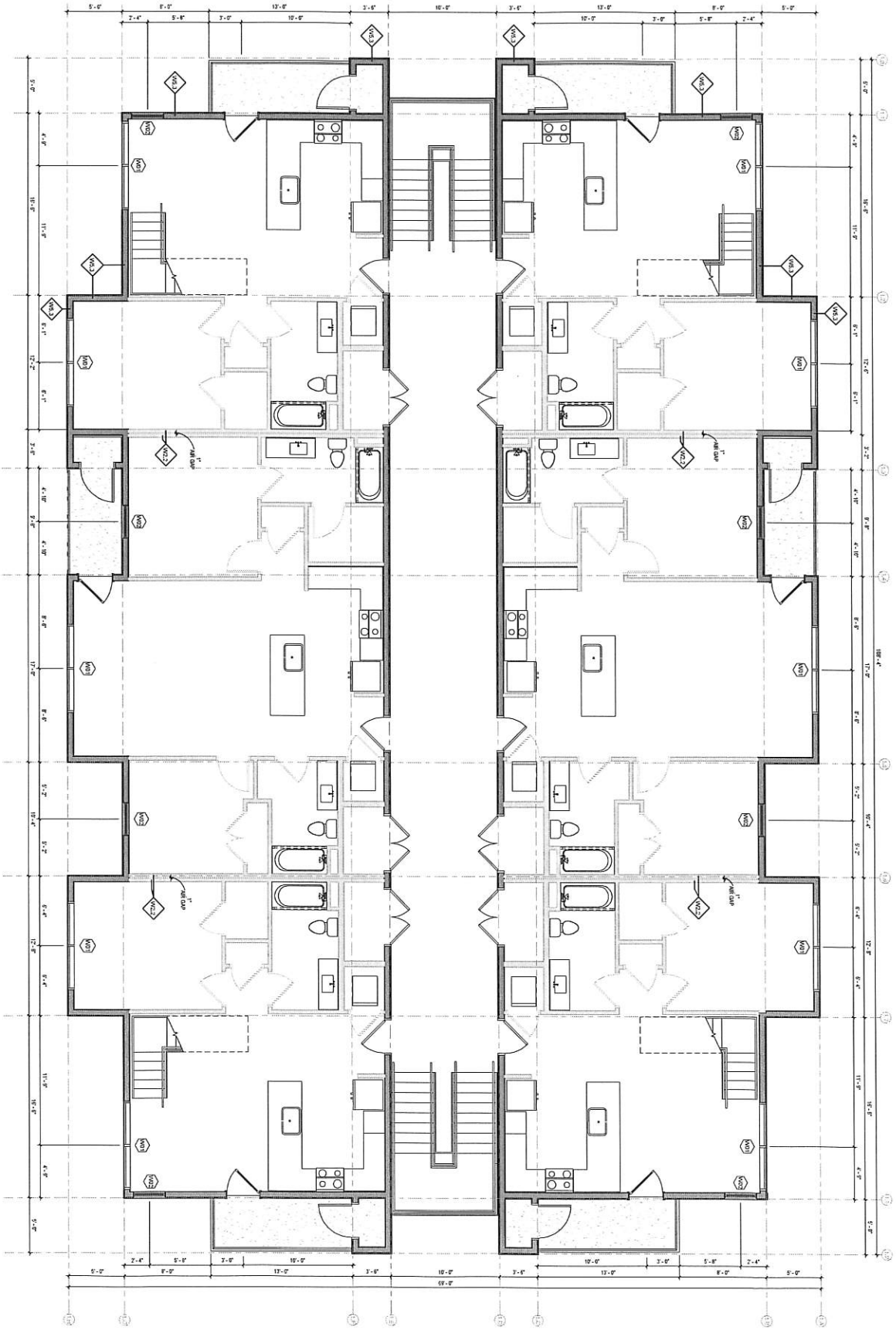


© Davies Design Build - ALL RIGHTS RESERVED

A1-02	DRAWN BY: Author / CHECKED BY: Checker	JOB NUMBER:	LEVEL 2 ENLARGED PLAN	REVISION	ISSUE	Davies Design Build	VILLAGES AT PROMINECE POINT BUILDING 200	DAVIES DESIGN BUILD ADDRESS 777777 PHONE 777777 WEBSITE

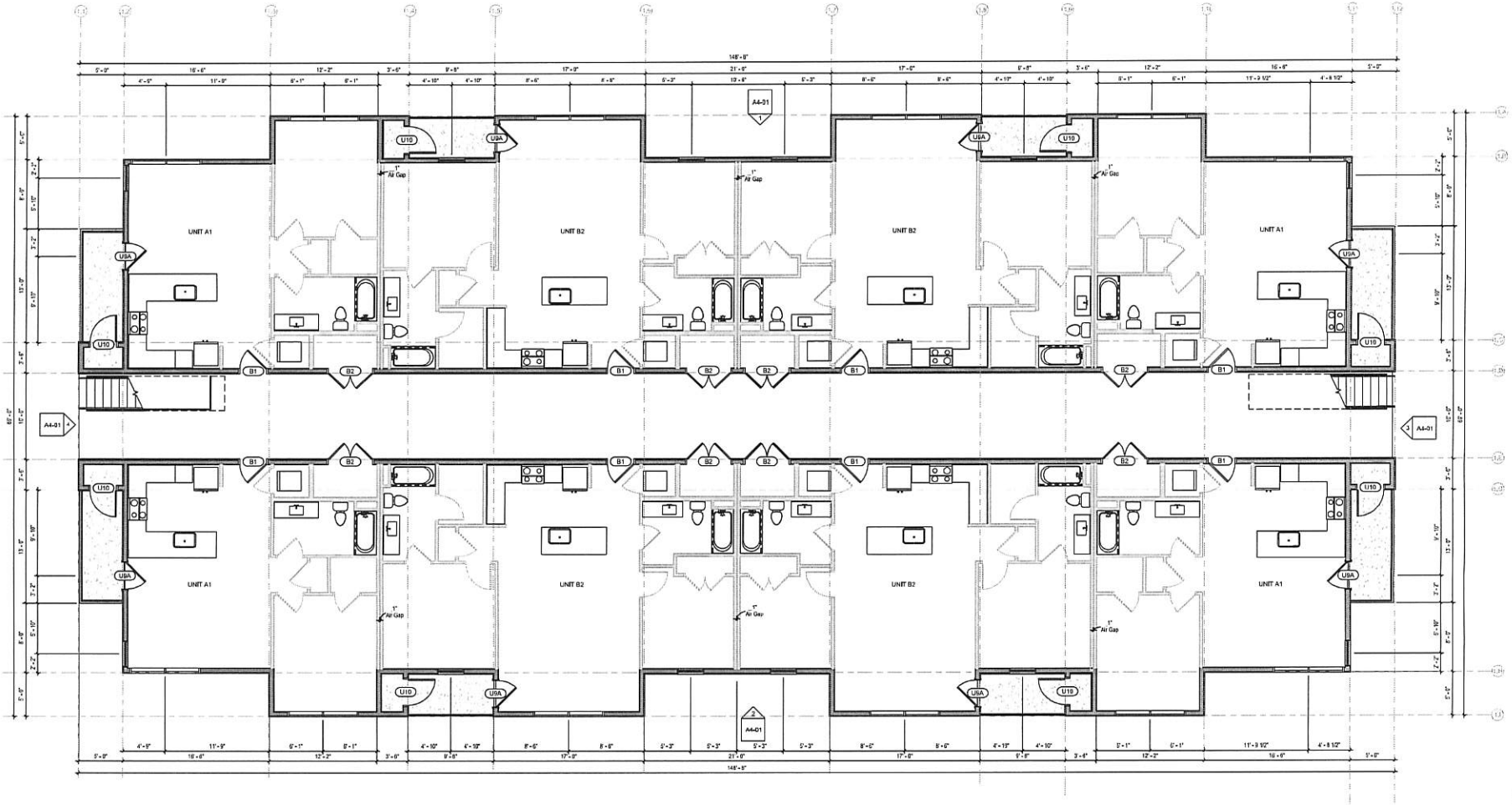
8/23/2022 3:39:30 PM

1 LEVEL 3 FLOOR PLAN
1/4" = 1'-0"



© Davies Design Build - ALL RIGHTS RESERVED

A1-03	LEVEL 3 ENLARGED PLAN	JOB NUMBER	DRAWN BY: AUTHOR / CHECKED BY: CHECKER	ISSUE / REVISION	Davies Design Build	VILLAGES AT PROMINECE POINT BUILDING 200	DAVIES DESIGN BUILD ADDRESS 7777777 PHONE 7777777 WEBSITE



1 LEVEL 1 FLOOR PLAN
3/16" = 1'-0"

LIVABLE SQ = 7,590 SF
COMMON AREA = 1,458 SF
BALCONIES / DECKS = 438 SF
(PER LEVEL)

DAVIES
DESIGN BUILD
ADDRESS ???????
PHONE: ????
WEBSITE

VILLAGES AT PROMINECE POINT
BUILDING 300

Davies Design Build

ISSUE

REVISION

LEVEL 1 ENLARGED PLAN

JOB NUMBER

DRAWN BY: Author
CHECKED BY: Checker

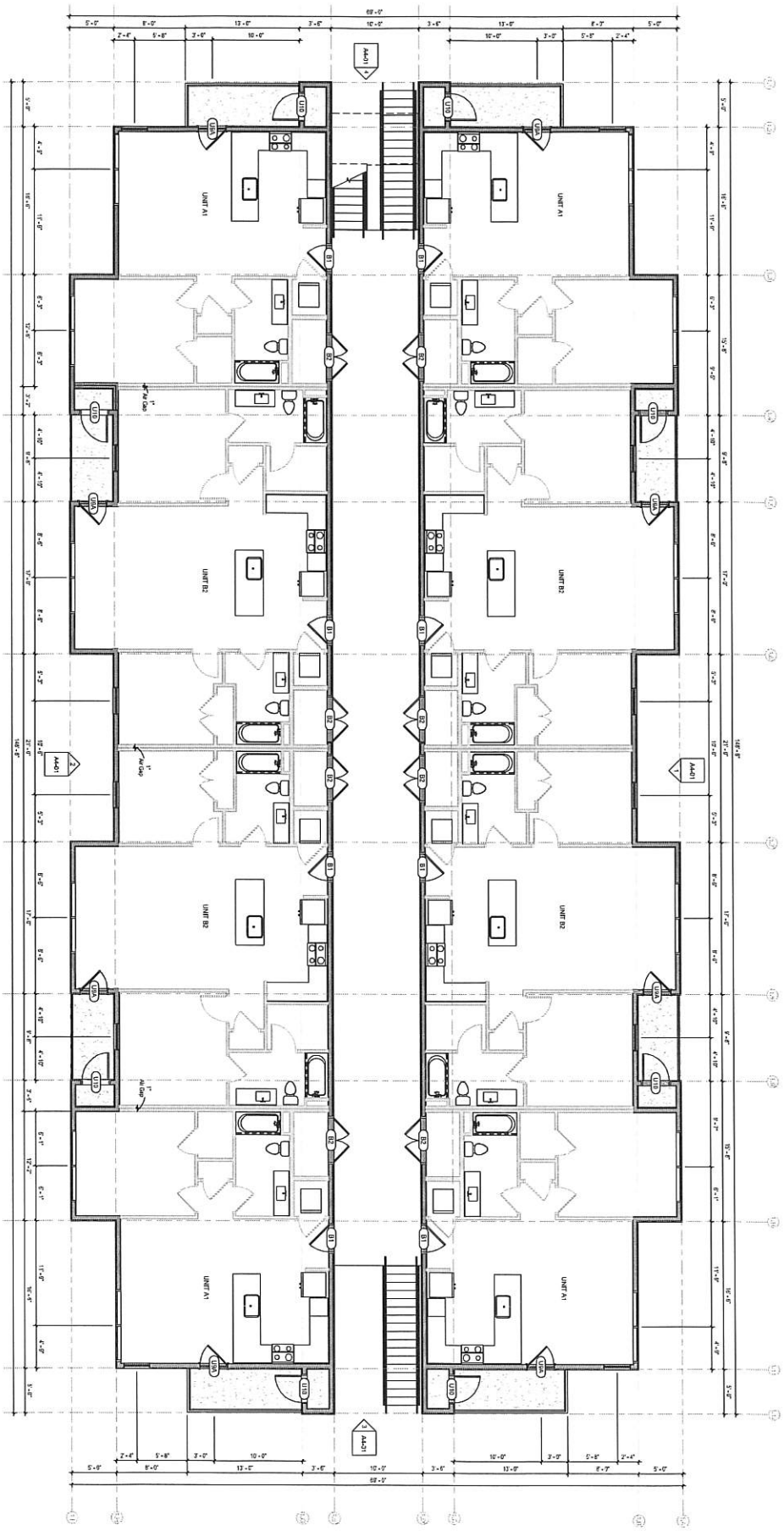
A1-01

© Davies Design Build - ALL RIGHTS RESERVED

8/23/2022 3:45:58 PM

8/23/2022 3:45:58 PM

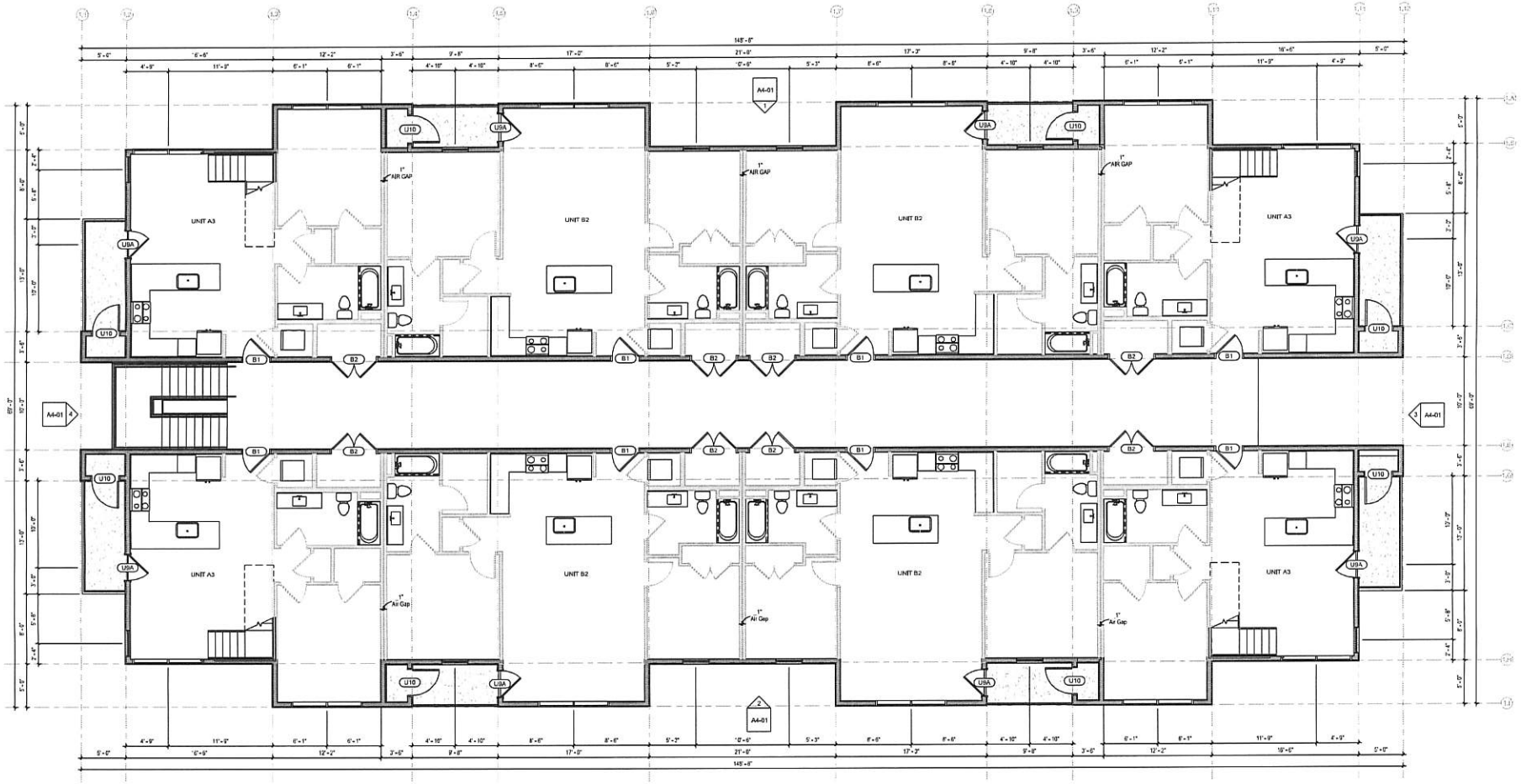
1 LEVEL 2 FLOOR PLAN
3/16" = 1'-0"



© Davies Design Build - ALL RIGHTS RESERVED

A1-02	LEVEL 2 ENLARGED PLAN	JOB NUMBER	DRAWN BY: AuthVal	CHECKED BY: Checker	REVISION	ISSUE	Davies Design Build	VILLAGES AT PROMINECE POINT BUILDING 300

DAVIES DESIGN BUILD
ADDRESS 7777777
PHONE: 7777
WEBSITE



1 LEVEL 3 FLOOR PLAN
3/16" = 1'-0"

DAVIES
DESIGN BUILD
ADDRESS ???????
PHONE: ????
WEBSITE

VILLAGES AT PROMINECE POINT
BUILDING 300

Davies Design Build

ISSUE
DATE DESCRIPTION INITIALS

REVISION
DATE DESCRIPTION INITIALS

TITLE

LEVEL 3 ENLARGED PLAN

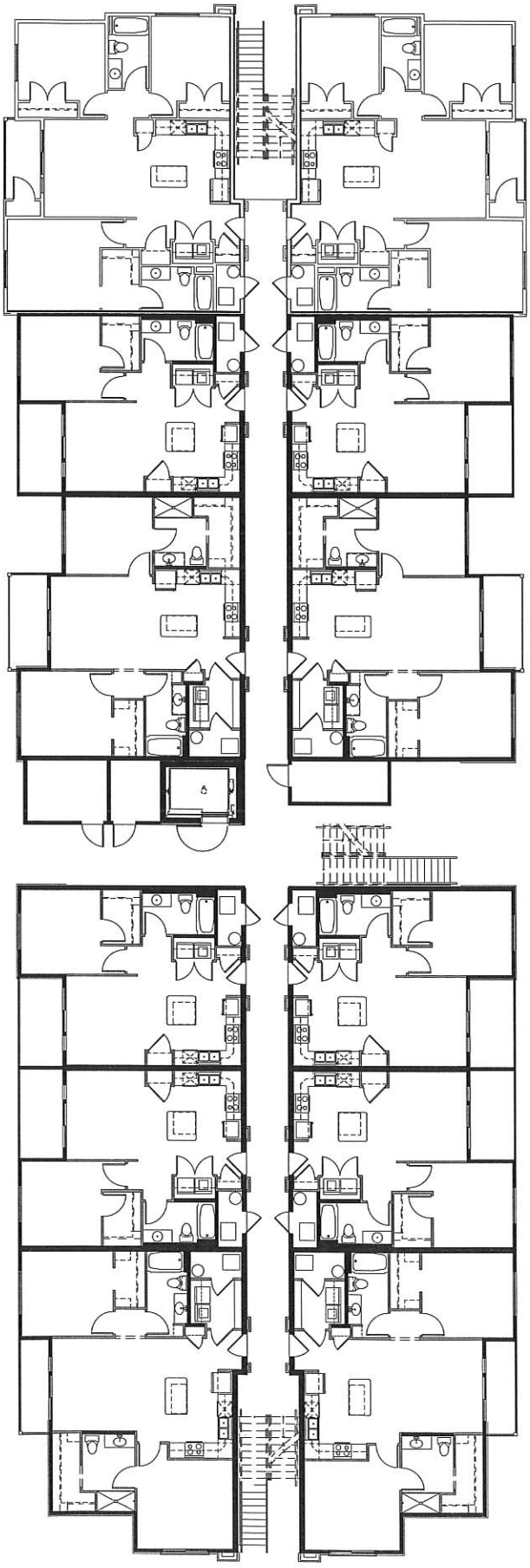
JOB NUMBER:

DRAWN BY: Author
CHECKED BY: Checker

A1-03

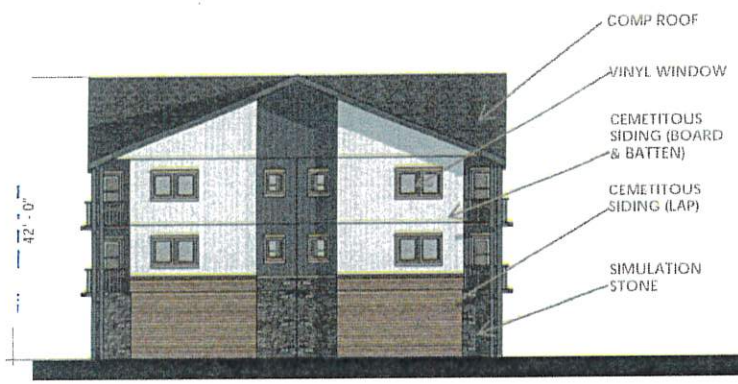
© Davies Design Build - ALL RIGHTS RESERVED

8/23/2023 3:45:59 PM



48 UNIT BUILDING TYPE 500

Exhibit E



BUILDING 'G' - SIDE 1 ELEVATION



BUIDLING 'G' - REAR ELEVATION



BUILDING 'G' - SIDE 2 ELEVATION



BUILDING 'G' - FRONT ELEVATION

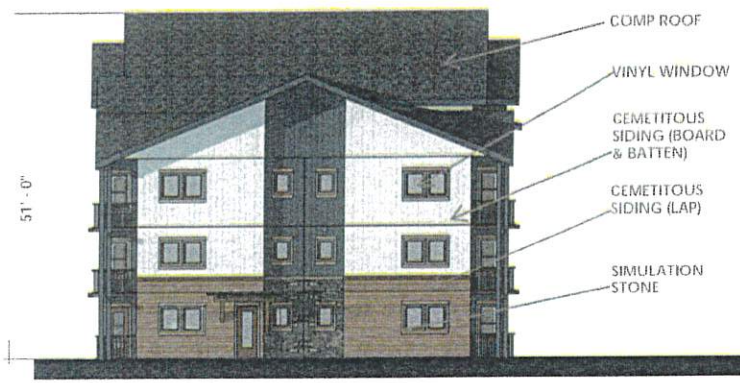
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

APARTMENT ELEVATIONS 1/8" = 1' - 0"

EXHIBIT E - BUILDING ELEVATIONS

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

12/01/2015



BUILDING 'F2' - SIDE 1 ELEVATION



BUIDLING 'F2' - REAR ELEVATION



BUILDING 'F2' - SIDE 2 ELEVATION



BUILDING 'F2' - FRONT ELEVATION

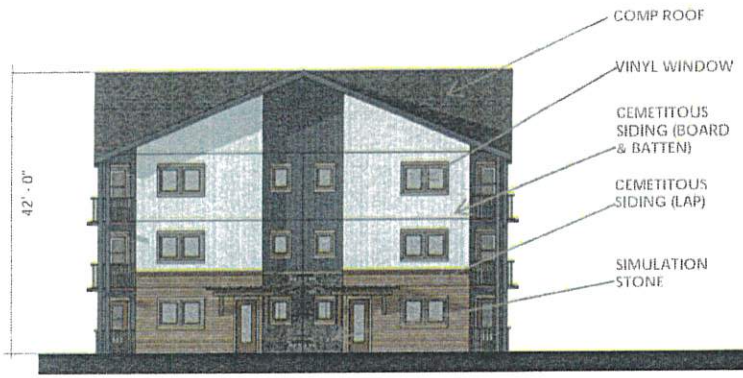
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

EXHIBIT E - ELEVATIONS

APARTMENT ELEVATIONS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

12/07/2016



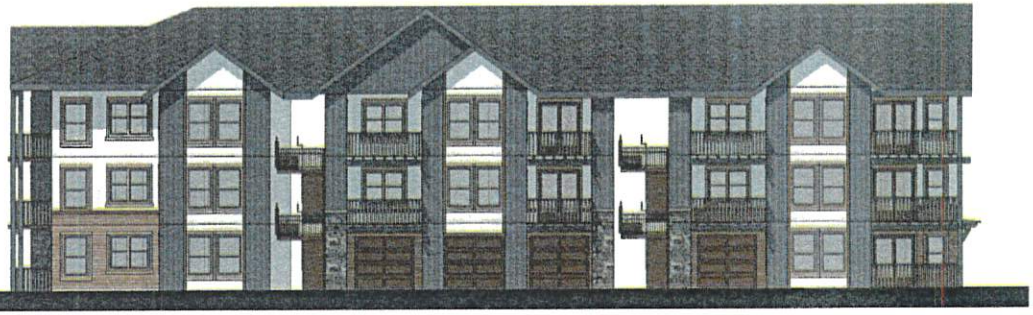
BUILDING 'F' - SIDE 1 ELEVATION



BUIDLING 'F' - REAR ELEVATION



BUILDING 'F' - SIDE 2 ELEVATION



BUILDING 'F' - FRONT ELEVATION

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

EXHIBIT E - ELEVATIONS

APARTMENT ELEVATIONS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

12/1/2015



BUILDING 'D' - SIDE 1 ELEVATION



BUIDLING 'D' - REAR ELEVATION



BUILDING 'D' - SIDE 2 ELEVATION



BUILDING 'D' - FRONT ELEVATION

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

EXHIBIT E - ELEVATIONS

APARTMENT ELEVATIONS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

12/17/2015



BUILDING 'C' - SIDE 1 ELEVATION

BUILDLING 'C' - REAR ELEVATION



BUILDING 'C' - SIDE 2 ELEVATION

BUILDING 'C' - FRONT ELEVATION

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

EXHIBIT E - ELEVATIONS

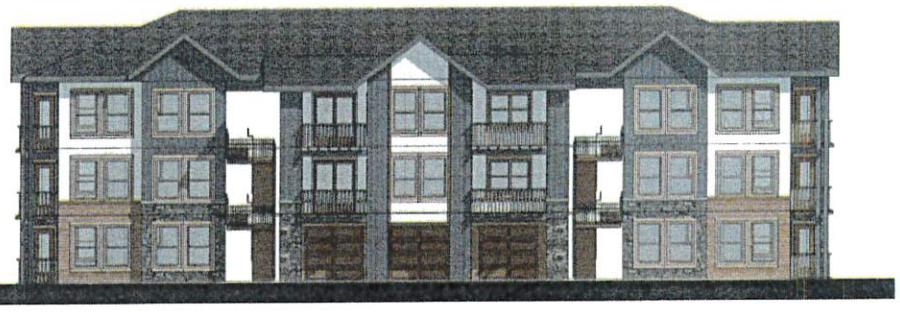
APARTMENT ELEVATIONS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

12/6/2019



BUILDING 'B2' - SIDE 1 ELEVATION



BUIDLING 'B2' - REAR ELEVATION



BUILDING 'B2' - SIDE 2 ELEVATION



BUILDING 'B2' - FRONT ELEVATION

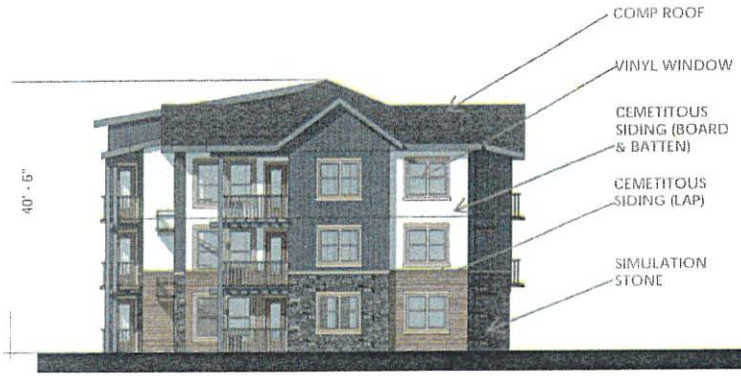
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

EXHIBIT E - ELEVATIONS

APARTMENT ELEVATIONS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

12/6/2019



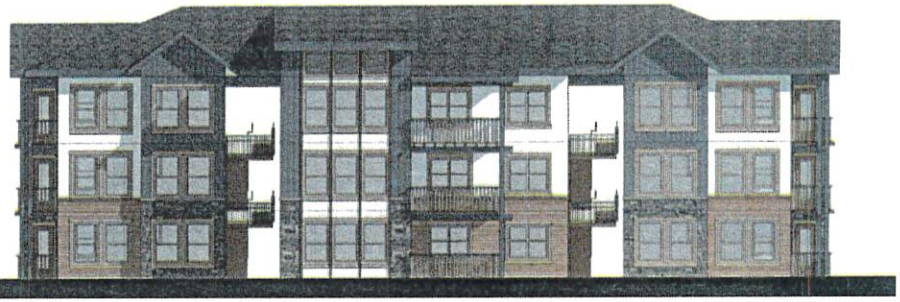
BUILDING 'B' - SIDE 1 ELEVATION



BUIDLING 'B' - REAR ELEVATION



BUILDING 'B' - SIDE 2 ELEVATION



BUILDING 'B' - FRONT ELEVATION

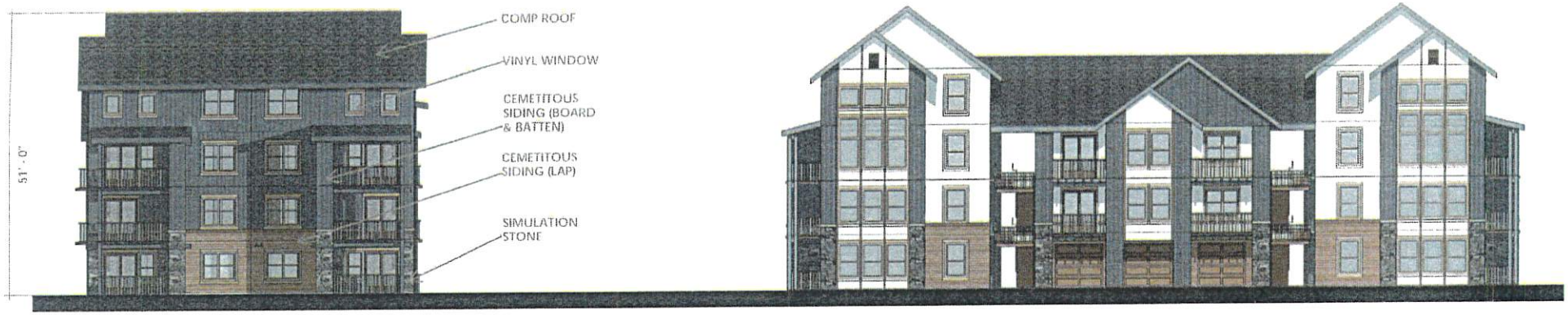
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

EXHIBIT E - ELEVATIONS

APARTMENT ELEVATIONS 1/8" = 1' - 0"

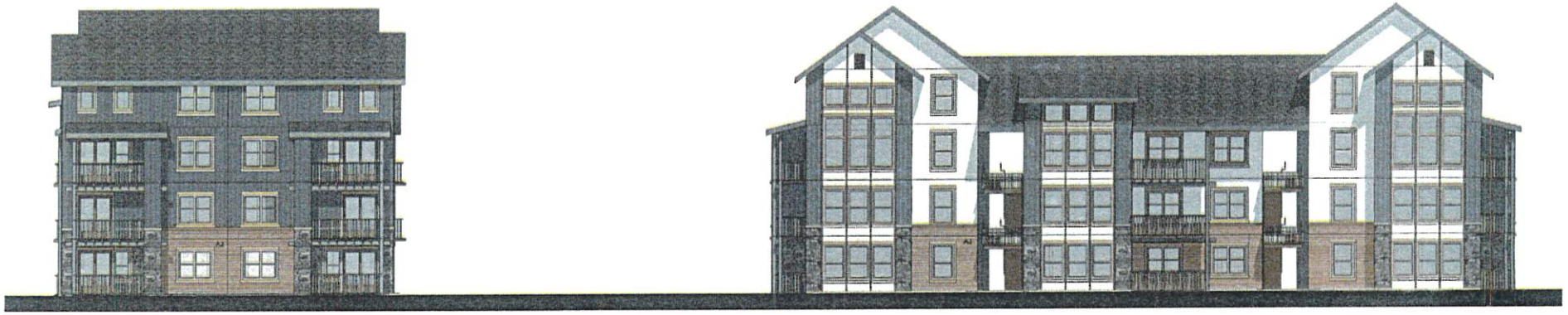
Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

12/01/2015



BUILDING 'A2' - SIDE 1 ELEVATION

BUIDLING 'A2' - REAR ELEVATION



BUILDING 'A2' - SIDE 2 ELEVATION

BUILDING 'A2' - FRONT ELEVATION

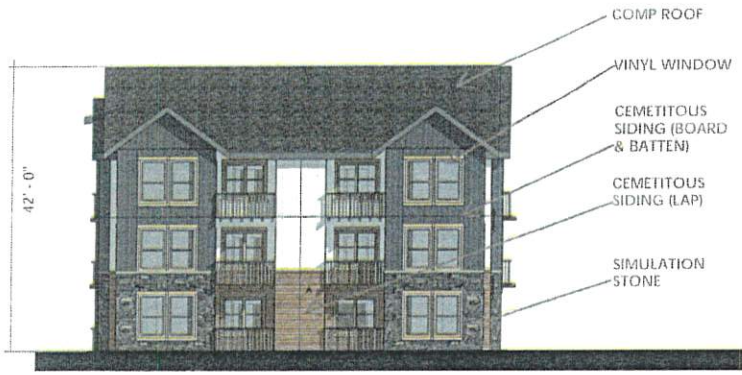
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

EXHIBIT E - ELEVATIONS

APARTMENT ELEVATIONS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

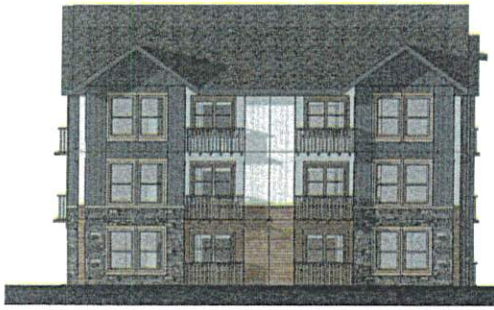
12/01/2016



BUILDING 'A' - SIDE 1 ELEVATION



BUIDLING 'A' - REAR ELEVATION



BUILDING 'A' - SIDE 2 ELEVATION



BUILDING 'A' - FRONT ELEVATION

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

EXHIBIT E - ELEVATIONS

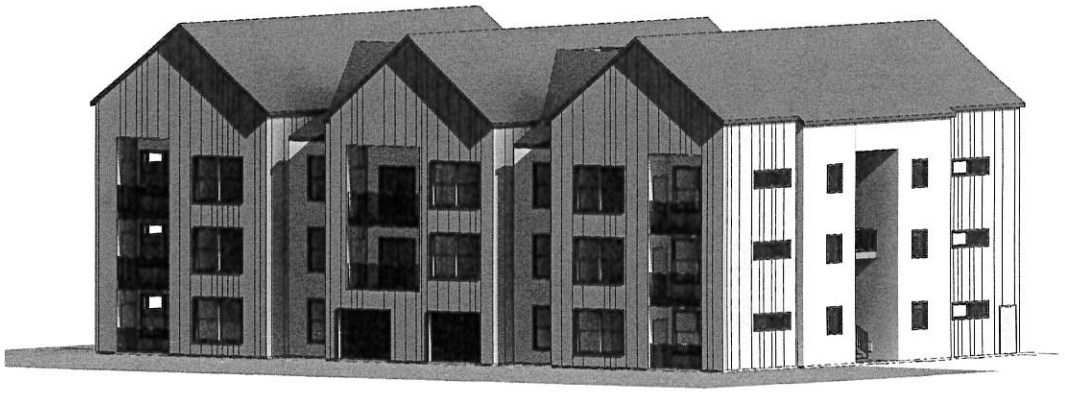
APARTMENT ELEVATIONS 1/8" = 1' - 0"

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

12/01/2015



1 EXTERIOR VIEW 1



2 3D VIEWS 2

DAVIES
DESIGN BUILD

ADDRESS ???????
PHONE ????
WEBSITE

VILLAGES AT PROMINECE POINT

BUILDING 100

Davies Design Build

ISSUE

REVISION

BUILDING 3D VIEW

JOB NUMBER:

DRAWN BY: Author
CHECKED BY: Checker

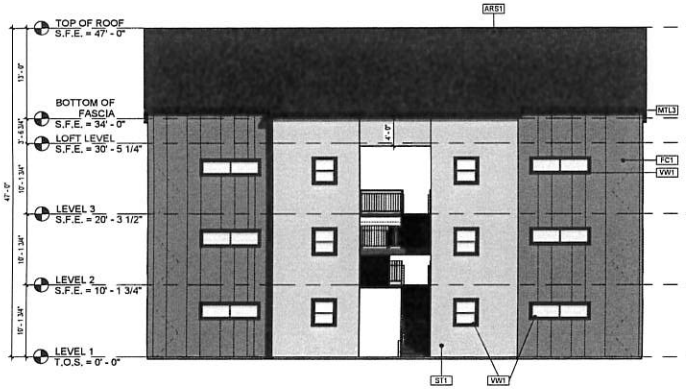
A4-00

©Davies Design Build - ALL RIGHTS RESERVED

6/23/2023 3:20:49 PM

WEST COURT FACADE :	2,035	SQ. FT.	100%
WINDOWS:	158	SQ. FT.	8%
GARAGE:	0	SQ. FT.	0%
STUCCO :	768	SQ.FT.	38%
FIBER CEMENT:	1,109	SQ.FT.	54%
EAST COURT FACADE :	**2,035**	**SQ. FT.**	**100%**
WINDOWS:	158	SQ. FT.	8%
GARAGE :	0	SQ.FT.	0%
STUCCO:	768	SQ.FT.	38%
FIBER CEMENT:	1,109	SQ.FT.	54%
NORTH COURT FACADE :	**4,094**	**SQ. FT.**	**100%**
WINDOWS:	847	SQ. FT.	20%
GARAGE :	120	SQ.FT.	3%
STUCCO:	515	SQ.FT.	13%
FIBER CEMENT:	2,612	SQ.FT.	64%
SOUTH COURT FACADE :	**4,094**	**SQ. FT.**	**100%**
WINDOWS:	957	SQ. FT.	23%
GARAGE :	0	SQ.FT.	0%
STUCCO:	515	SQ.FT.	13%
FIBER CEMENT:	2,622	SQ.FT.	64%

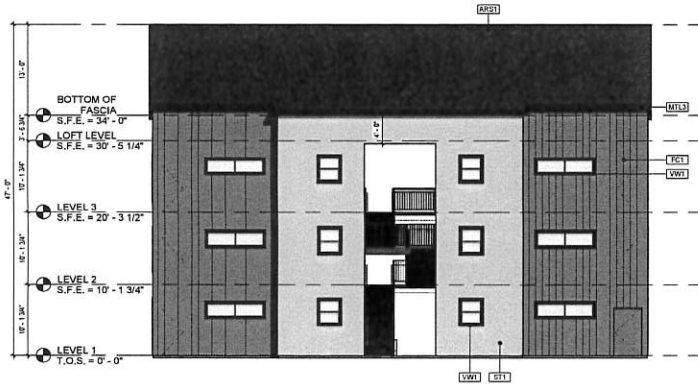
EXTERIOR FINISH LEGEND	
FC 1	CEMENT VERTICAL LAP SIDING - BOD NICHIHA VINTAGE WOOD, WOOD SERIES COLOR SPRUCE
ST 1	STUCCO FINISH - COLOR TBD
MTL 1	PRE-FINISHED METAL PARAPET CAP - CHARCOAL
MTL 2	ALUMINUM MESH RAILING SYSTEM AT BALCONY - CHARCOAL
MTL 3	ALUMINUM FASCIA - CHARCOAL
VW 1	VINYL WINDOW - BLACK
ARS 1	ARCHITECTURAL ROOFING SHINGLES - ONYX BLACK



4 East Elevation
1/8" = 1'-0"



2 North Elevation
1/8" = 1'-0"



3 West Elevation
1/8" = 1'-0"



1 South Elevation
1/8" = 1'-0"

DAVIES DESIGN BUILD

ADDRESS ???????
PHONE: ????
WEBSITE

VILLAGES AT PROMINECE POINT
BUILDING 100

Davies Design Build

ISSUE

REVISION

OVERALL EXTERIOR BUILDING ELEVATIONS

JOB NUMBER:

DRAWN BY: Author
CHECKED BY: Checker

A4-01

© Davies Design Build - ALL RIGHTS RESERVED



1 EXTERIOR 3D VIEW



2 EXTERIOR 3D VIEW

DAVIES
DESIGN BUILD
ADDRESS ???????
PHONE: ????
WEBSITE

VILLAGES AT PROMINECE POINT
BUILDING 200

Davies Design Build

ISSUE

REVISION

BUILDING 3D VIEW

JOB NUMBER:

DRAWN BY: Author
CHECKED BY: Checker

A4-00

© Davies Design Build - ALL RIGHTS RESERVED

8/23/2022 3:39:35 PM

WEST COURT FACADE :	1,962	SQ. FT.	100%
WINDOWS:	184	SQ. FT.	9%
DOORS:	169	SQ. FT.	9%
STUCCO :	218	SQ.FT.	11%
FIBER CEMENT:	1,471	SQ.FT.	75%
EAST COURT FACADE :	**1,962**	**SQ. FT.**	**100%**
WINDOWS:	184	SQ. FT.	9%
DOORS :	169	SQ.FT.	9%
STUCCO:	218	SQ.FT.	11%
FIBER CEMENT:	1,471	SQ.FT.	75%
NORTH COURT FACADE :	**4,234**	**SQ. FT.**	**100%**
WINDOWS:	843	SQ. FT.	20%
DOORS :	140	SQ.FT.	3%
STUCCO:	670	SQ.FT.	16%
FIBER CEMENT:	2,581	SQ.FT.	61%
SOUTH COURT FACADE :	**4,234**	**SQ. FT.**	**100%**
WINDOWS:	843	SQ. FT.	20%
DOORS :	140	SQ.FT.	3%
STUCCO:	670	SQ.FT.	16%
FIBER CEMENT:	2,581	SQ.FT.	61%

EXTERIOR FINISH LEGEND	
FC 1	CEMENT VERTICAL LAP SIDING - BOD NICHIHA VINTAGE WOOD, WOOD SERIES COLOR SPRUCE
ST 1	STUCCO FINISH - COLOR TBD
MTL 1	PRE-FINISHED METAL PARAPET CAP - CHARCOAL
MTL 2	ALUMINUM MESH RAILING SYSTEM AT BALCONY - CHARCOAL
VW 1	VINYL WINDOW - BLACK



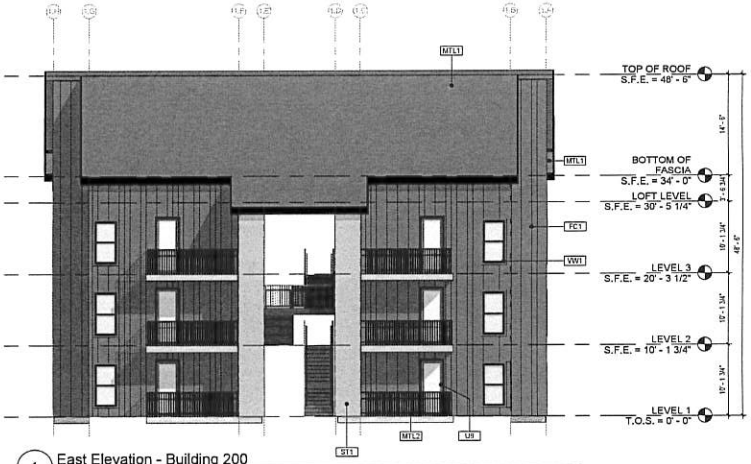
4 North Elevation - Building 200
1/8" = 1'-0"



2 West Elevation - Building 200
1/8" = 1'-0"



3 South Elevation - Building 200
1/8" = 1'-0"



1 East Elevation - Building 200
1/8" = 1'-0"

DAVIES
DESIGN BUILD
ADDRESS ???????
PHONE: ????
WEBSITE

VILLAGES AT PROMINECE POINT
BUILDING 200

Davies Design Build

ISSUE

REVISION

OVERALL EXTERIOR BUILDING ELEVATIONS

JOB NUMBER:

DRAWN BY: Author | CHECKED BY: Checker

A4-01

© Davies Design Build - ALL RIGHTS RESERVED

8/23/2022 3:39:38 PM



1 EXTERIOR VIEW 2



2 EXTERIOR VIEW 1

DAVIES
DESIGN BUILD
ADDRESS ???????
PHONE: ????
WEBSITE

VILLAGES AT PROMINECE POINT

BUILDING 300

Davies Design Build

ISSUE

REVISION

BUILDING 3D VIEW

JOB NUMBER:

DRAWN BY: Author | CHECKED BY: Checker

A4-00

©Davies Design Build - ALL RIGHTS RESERVED

8/23/2022 3:46:56 PM

WEST COURT FACADE :	2,091	SQ. FT.	100%
WINDOWS:	108	SQ. FT.	5%
DOORS:	143	SQ. FT.	7%
STUCCO:	221	SQ.FT.	11%
FIBER CEMENT:	1,619	SQ.FT.	77%
EAST COURT FACADE :	**2,091**	**SQ. FT.**	**100%**
WINDOWS:	108	SQ. FT.	5%
DOORS :	143	SQ.FT.	7%
STUCCO:	221	SQ.FT.	11%
FIBER CEMENT:	1,619	SQ.FT.	77%
NORTH COURT FACADE :	**5,532**	**SQ. FT.**	**100%**
WINDOWS:	1,105	SQ. FT.	20%
DOORS :	141	SQ.FT.	3%
STUCCO:	1,183	SQ.FT.	21%
FIBER CEMENT:	3,103	SQ.FT.	56%
SOUTH COURT FACADE :	**5,532**	**SQ. FT.**	**100%**
WINDOWS:	1,105	SQ. FT.	20%
DOORS :	141	SQ.FT.	3%
STUCCO:	1,183	SQ.FT.	21%
FIBER CEMENT:	3,103	SQ.FT.	56%

EXTERIOR FINISH LEGEND	
FC 1	CEMENT VERTICAL LAP SIDING - ROD MCNINA VINTAGE WOOD, WOOD SERIES COLOR SPRUCE
ST 1	STUCCO FINISH - COLOR TBD
MTL 1	PRE-FINISHED METAL PARAPET CAP - CHARCOAL
MTL 2	ALUMINUM MESH RAILING SYSTEM AT BALCONY - CHARCOAL
MTL 3	ALUMINUM FASCIA - CHARCOAL
VW 1	VINYL WINDOW - BLACK
ARS 1	ARCHITECTURAL ROOFING SHINGLES - ONYX BLACK



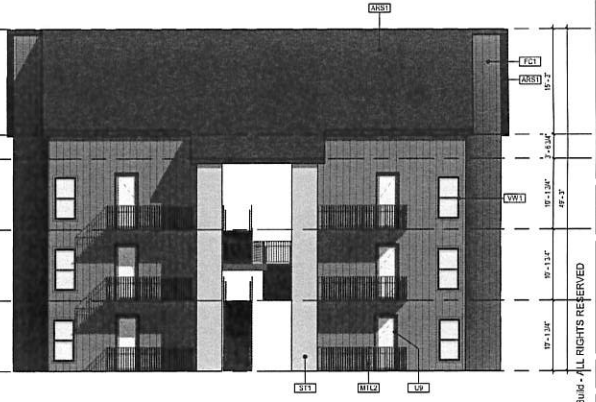
1 NORTH ELEVATION - BUILDING 300
1/8" = 1'-0"



3 EAST ELEVATION - BUILDING 300
1/8" = 1'-0"



2 SOUTH ELEVATION - BUILDING 300
1/8" = 1'-0"



4 WEST ELEVATION - BUILDING 300
1/8" = 1'-0"

DAVIES DESIGN BUILD

ADDRESS ?????
PHONE: ????
WEBSITE

VILLAGES AT PROMINECE POINT

BUILDING 300

Davies Design Build

ISSUE

REVISION

OVERALL EXTERIOR BUILDING ELEVATIONS

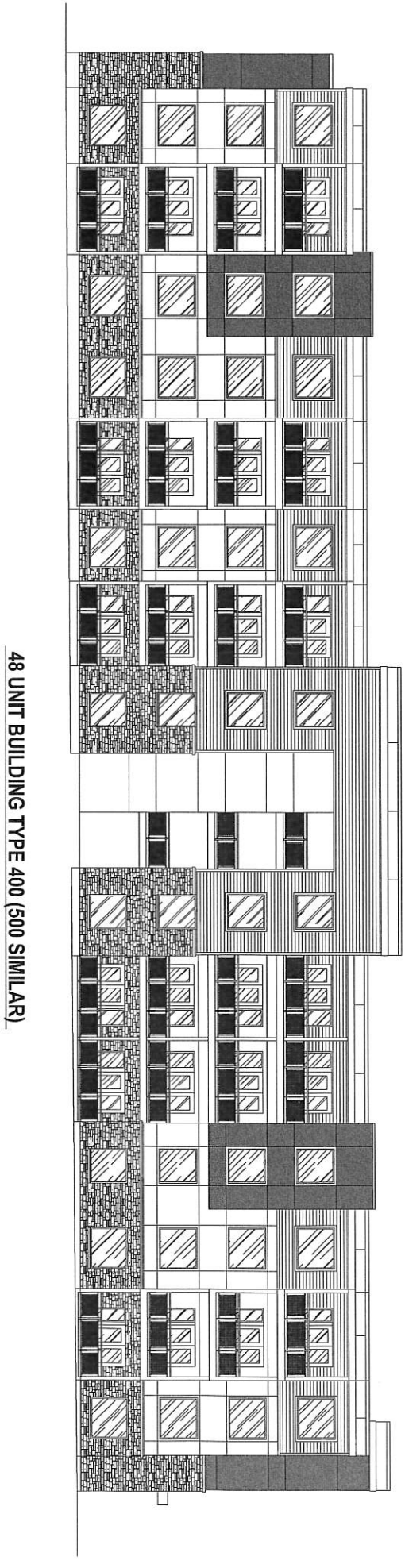
JOB NUMBER:

DRAWN BY: Author | CHECKED BY: Checker

A4-01

© Davies Design Build - ALL RIGHTS RESERVED

8/23/2023 3:46:11 PM



48 UNIT BUILDING TYPE 400 (500 SIMILAR)

Exhibit "F"

Village at Prominence Point Site Data

Composition of Residential Units

	# Units
Cottage Lots	22
Town Homes	121
Apartments	472
Total	615

Units Per Acre	Units/Acre
627/ 32.88 Acres =	18.70
Units Per Acre with Water Detention Area	
624/4.33 Acres =	17.81

Total Site Area Calculations

	Area		Percentage
Roads, Parking, Driveways and Curbs	439,994	Sq Ft	30.72%
Sidewalks & Plazas	87,368	Sq Ft	6.10%
Building Footprints	388,658	Sq Ft	27.14%
Landscape	516,237	Sq Ft	36.04%
Total Area (Sq Ft)	1,432,257	Sq Ft	100.00%
Total Area (Acres)	32.88		
Storm Water Detention Area	71,874		
Acres with detention area	34.53		

Parking:

Garages/Underground	309	Ea	21.59%
Covered	174	Ea	12.16%
Open (Excluding Commercial)	657	Ea	45.91%
Clubhouse Parking	75	Ea	5.24%
Commercial	166	Ea	11.60%
Parallel Parking on 1700 North Street	50	Ea	3.49%
Totals	1,431	Ea	100.00%

Parking per Unit	2.33

Town Homes-Phase 1

	Acres	Units Per Acre
17 Buildings - 121 Units	8.01	15.10

Site Area Calculations:	Area		% of Site
Roads, Parking, Driveways and Curbs	98,993	Sq Ft	28.36%
Sidewalks & Plazas	9,743	Sq Ft	2.79%
Building Footprints	108,927	Sq Ft	31.21%
Landscape	131,367	Sq Ft	37.64%

Totals	349,030	Sq Ft	100.00%

Parking:

Garages	193	Ea	50.00%
Open	193	Ea	50.00%
Totals	386	Ea	100.00%

Town Homes-Phase 2

	Acres	Units Per Acre
2 Buildings - 12 Units	0.81	14.74

Site Area Calculations:

			% of Site
Roads, Parking, Driveways and Curbs	11,475	Sq Ft	32.36%
Sidewalks & Plazas	744	Sq Ft	2.10%
Building Footprints	10,584	Sq Ft	29.85%
Landscape	12,652	Sq Ft	35.68%
Totals	35,455	Sq Ft	100.00%

Parking:

Garages	12	Ea	50.00%
Open	12	Ea	50.00%
Totals	24	Ea	100.00%

Cottages

	Acres	Units Per Acre
22 Units	3.73	5.90

Site Area Calculations:	Area		% of Site
Roads, Parking, Driveways and Curbs	17,065	Sq Ft	10.51%
Sidewalks & Plazas	9,031	Sq Ft	5.56%
Building Footprint	56,800	Sq Ft	34.98%
Landscape	79,504	Sq Ft	48.96%
Totals	162,400	Sq Ft	100.00%

Parking:

Garages	44	Ea	50.00%
Open	44	Ea	50.00%
Totals	88	Ea	100.00%

Apartments

	1-Bdrm	2 Bdrm	3-Bdrm	Total Sq Ft
2 Buildings - 17 Units	10	24	0	14,880
3 Buildings - 18 Units	36	18	0	20,271
4 Buildings - 24 Units	48	48	0	37,732
6 Buildings - 48 Units	80	128	80	91,524
15 Buildings - 472 Units	174	218	80	164,407

Apartment Acreage	Acres	Units Per Acre
472 Units / 14.11 Acres =	14.10	33.47

Site Area Calculations:	Area		% of Site
Roads, Parking, Driveways and Curbs	203,629	Sq Ft	33.15%
Sidewalks & Plazas	48,278	Sq Ft	7.86%
Building Footprints	164,407	Sq Ft	26.76%
Landscape	198,019	Sq Ft	32.23%
Totals	614,333	Sq Ft	100.00%

Parking:			
Garages/Underground Garages	60	Ea	8.67%
Covered	174	Ea	25.14%
Open	408	Ea	58.96%
1700 North Street Parking	50	Ea	7.23%
Totals	692	Ea	100.00%

Club House #1

	Acres
1 Building	0.80

Site Area Calculations:	Area		% of Site
Roads, Parking, Driveways and Curbs	10,144	Sq Ft	2.31%
Sidewalks & Plazas	3,635	Sq Ft	4.16%
Building Footprint	2,595	Sq Ft	0.67%
Landscape	18,511	Sq Ft	3.59%
Totals	34,885	Sq Ft	2.44%

Parking:		
Open	22	Ea

Club House #2

	Acres
1 Building	1.25

Site Area Calculations:	Area		% of Site
Roads, Parking, Driveways and Curbs	18,005	Sq Ft	33.15%
Sidewalks & Plazas	3,637	Sq Ft	6.70%
Building Footprint	3,965	Sq Ft	7.30%
Landscape	28,702	Sq Ft	52.85%
Totals	54,309	Sq Ft	100.00%

Parking:		
Open	53	Ea



1. CEMENTITIOUS SIDING - BOARD & BATTEN



2. CEMENTITIOUS SIDING - BOARD & BATTEN



3. CEMENTITIOUS SIDING - LAP



CRAFT CHOP LEDGE - 'FLINT' 60%

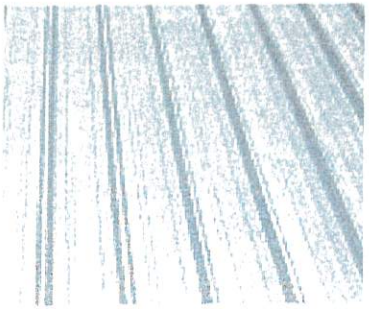


CRAFT SLPIT - 'BLACK TRUFFLE' 40%

4. CULTURED STONE VENEER



5. ARCHITECTURAL WOOD TRIM



6. STANDING SEAM METAL ROOFING



7. 3-TAB ASPHALT SHINGLE- PEWTER GRAY



8. VINYL WINDOW - ALMOND

VILLAGE AT PROMINENCE POINT

MATERIAL BOARD & COLOR PALETTE

NORTH OGDEN, UTAH

EXHIBIT G - MATERIALS

Ankrom Moisan Architects, Inc
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com





BUILDING 200 - COLOR SCHEME A



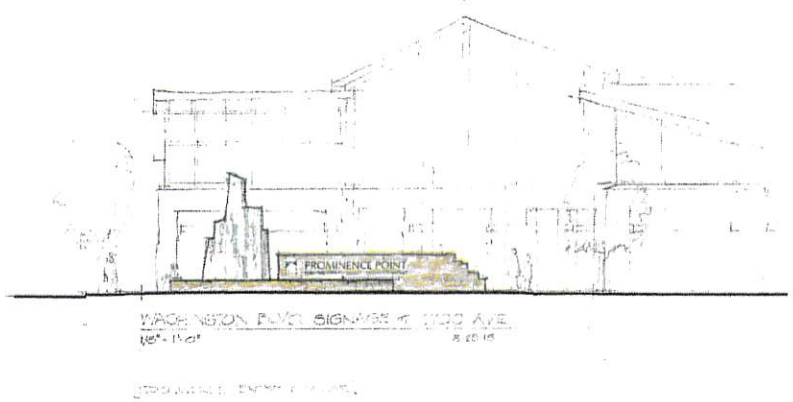


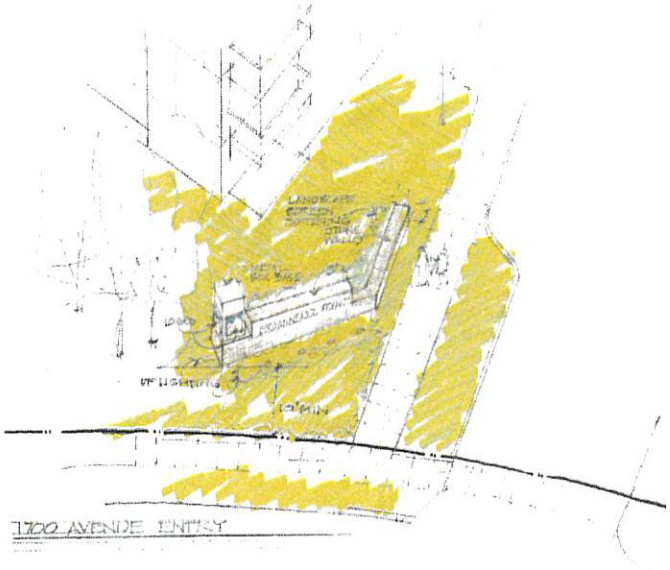
BUILDING 200 - COLOR SCHEME B

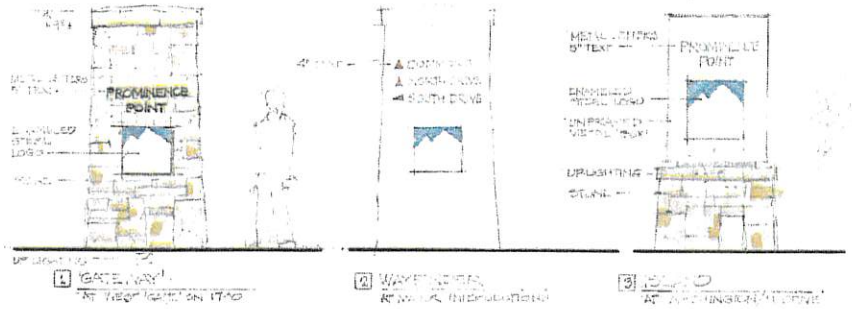


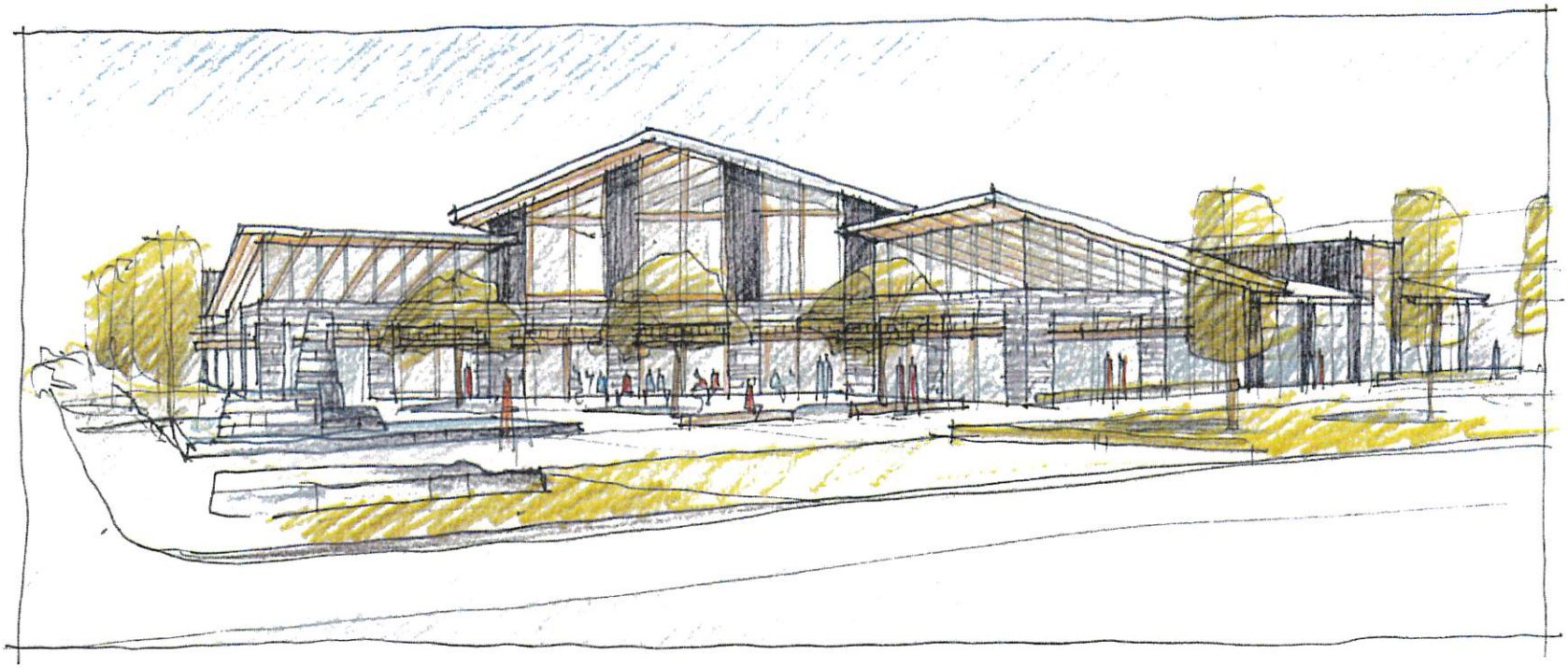
BUILDING 200 - COLOR SCHEME C

EXHIBIT I









VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

CORNER RETAIL PLAZA

EXHIBIT J - RETAIL ELEVATIONS

Ankrom Moisan Architects, Inc
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

12/01/2015



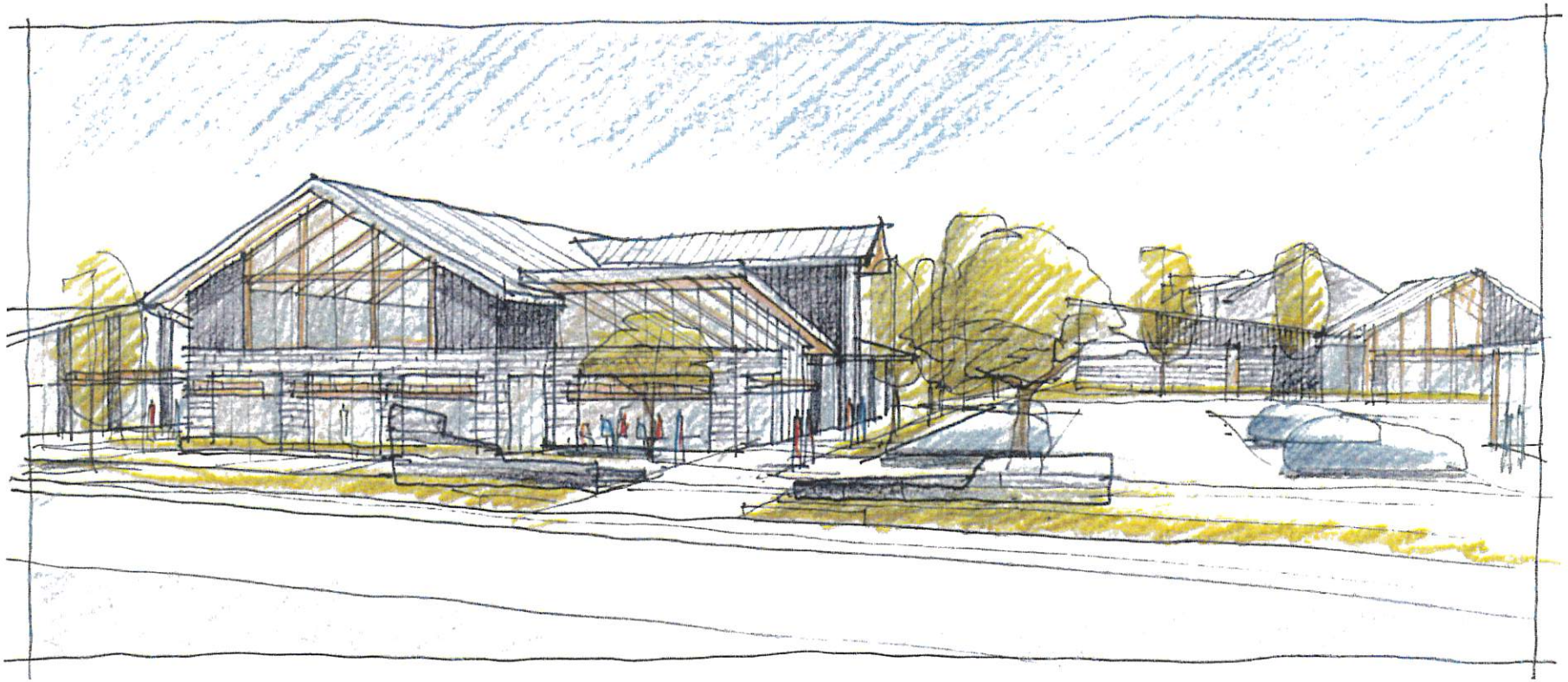
VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

EXHIBIT ₹ - RETAIL ELEVATIONS

PROMINENCE POINT ENTRY 'GATEWAY'

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

12/01/2015

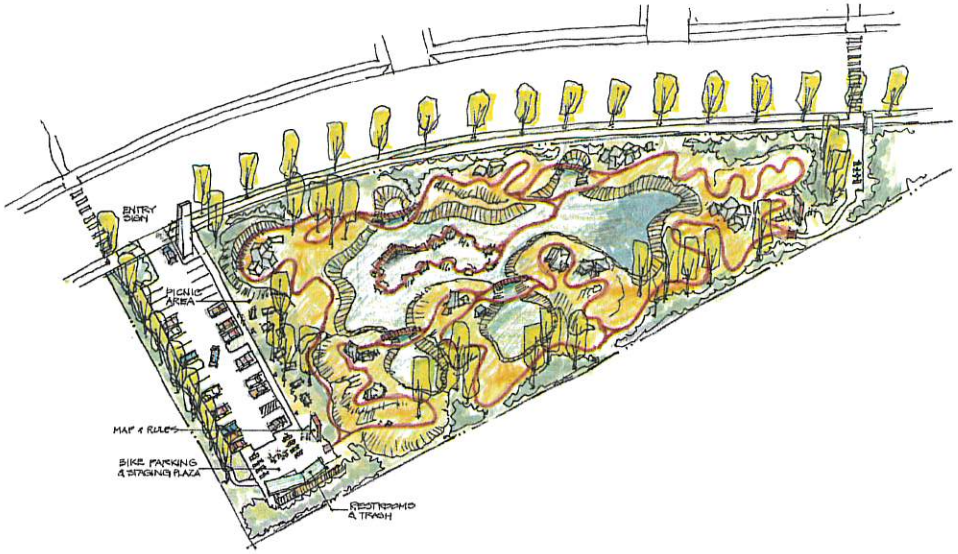


VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

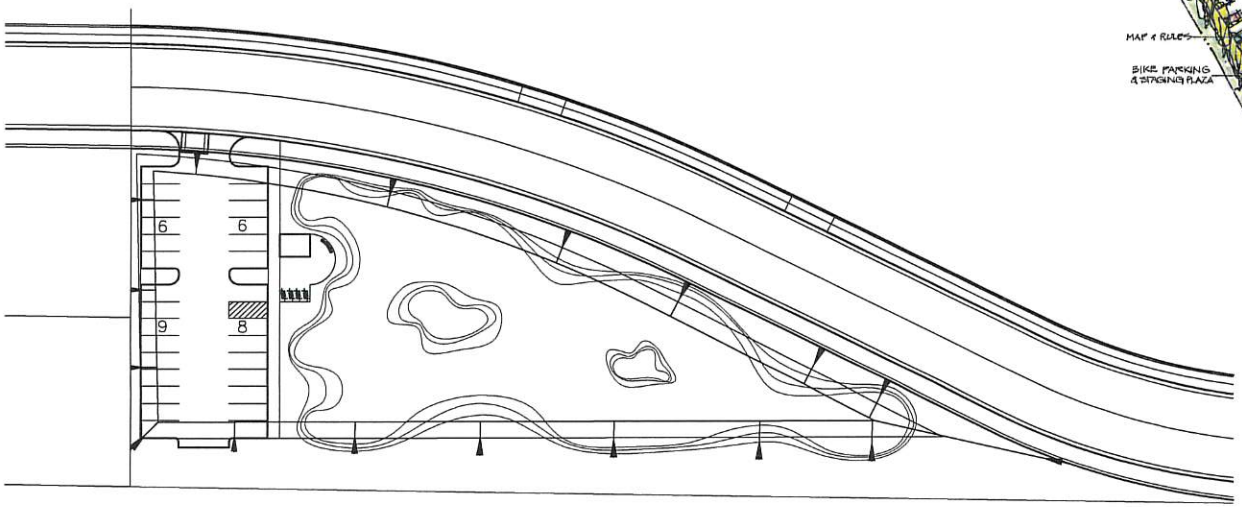
CENTRAL RETAIL ENTRY

EXHIBIT J - RETAIL ELEVATIONS

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com



MT. BIKE PARK DESIGN CONCEPT



MT. BIKE PARK SCHEMATIC SITE PLAN 1" = 30' - 0"

VILLAGE AT PROMINENCE POINT NORTH OGDEN, UTAH

EXHIBIT K - DETENTION BASIN PARK

MT. BIKE PARK CONCEPT

N

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

Ankrom Moisan

12/01/2015

Exhibit L



SITE AREA INFORMATION

- BUILDING FOOTPRINTS	290,467 SF.
- LANDSCAPE	402,344 SF.
- SIDEWALKS AND PLAZAS	75,279 SF.
- ROADS, PARKING, DRIVEWAYS AND CURBS	379,279 SF.
- SINGLE RESIDENCE LOTS (COTTAGES)	121,633 SF.
- RETAIL	181,707 SF.
SITE TOTAL	1,432,257 SF.
RETENTION BASIN	63,788 SF.

15'Ø 10'Ø 7.5'Ø

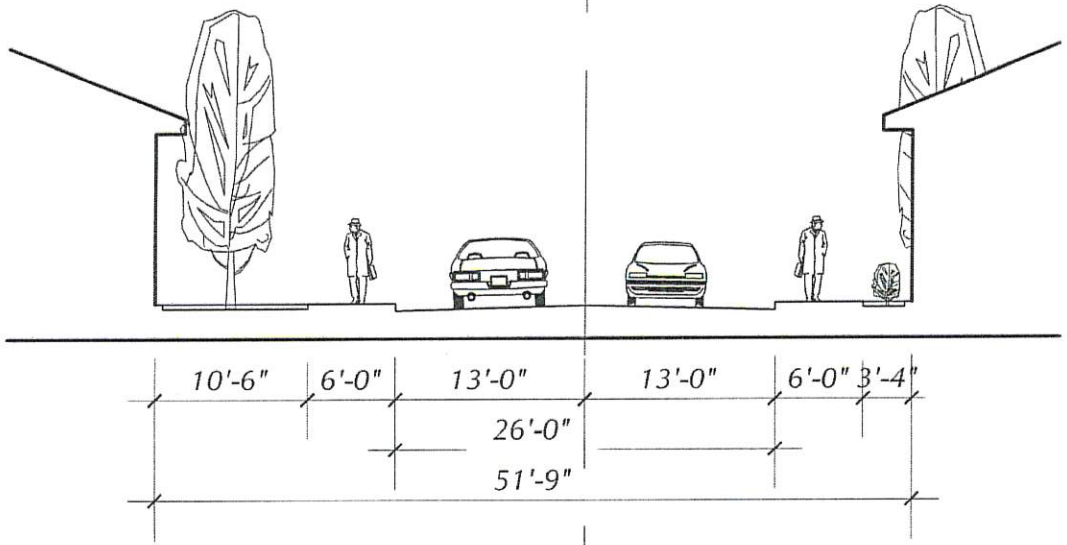
RESIDENTIAL UNITS/AREA	
TOWNHOMES 1	121
TOWNHOMES 2	12
COTTAGES	22
APARTMENTS	472
TOTAL	627

PARKING DATA/AREA	
TOWNHOMES 1	386
TOWNHOMES 2	24
COTTAGES	88
APARTMENTS	692
CLUBHOUSE 1	22
CLUBHOUSE 2	53
COMMERCIAL	166
TOTAL	1431

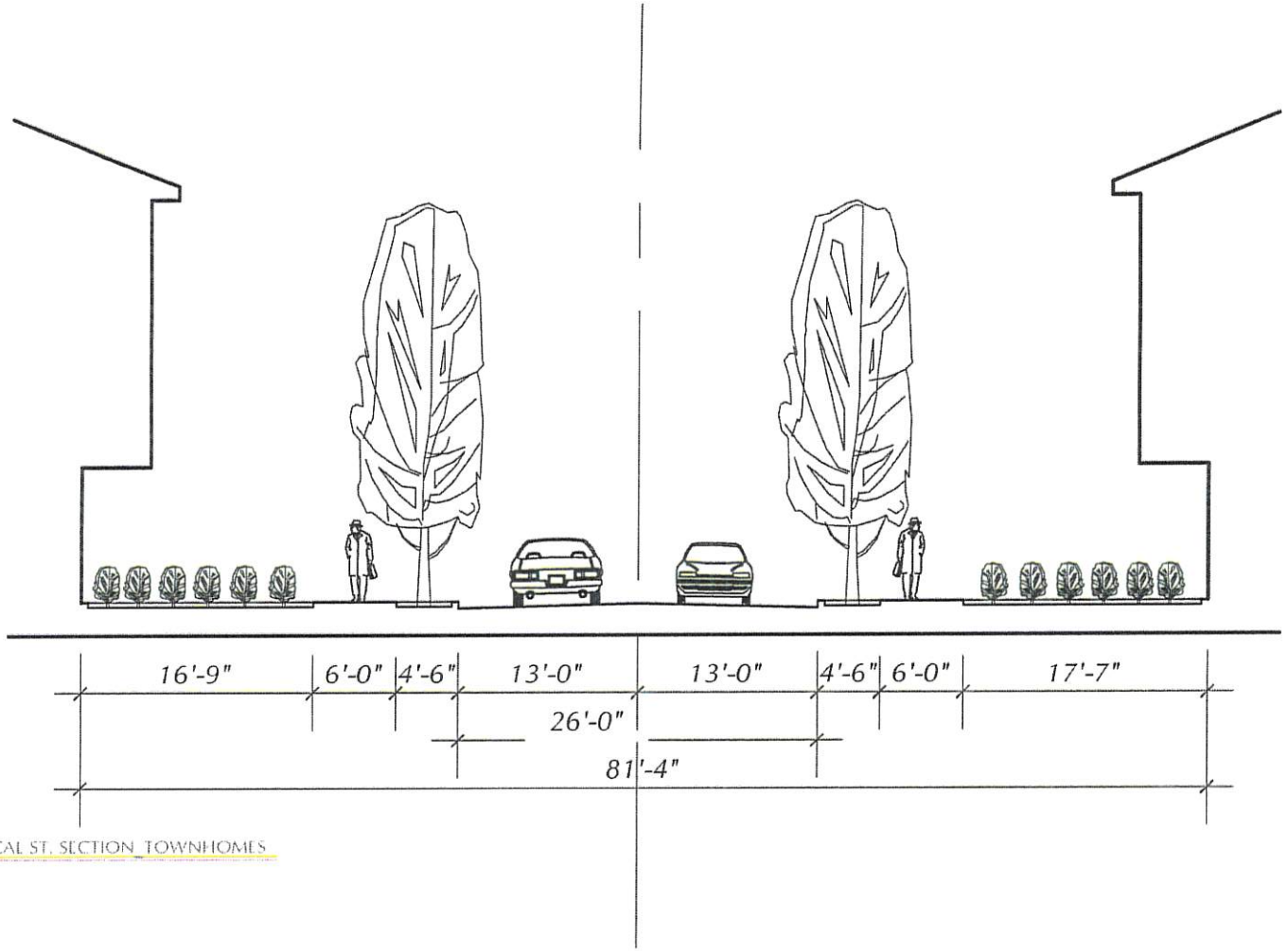
SITE PLAN

SCALE: 1" = 50'-0" (24x36")

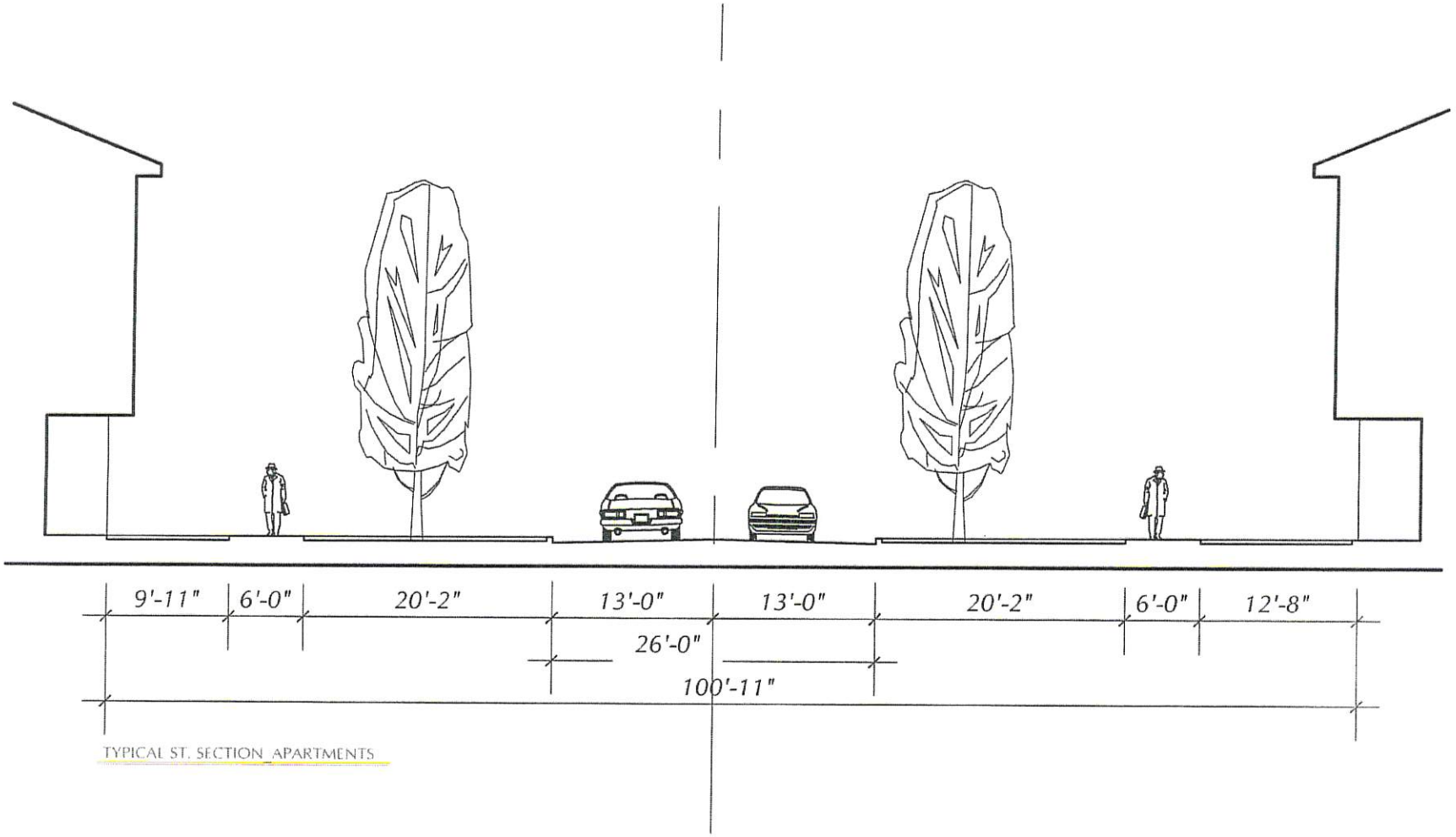
Exhibit M



TYPICAL ST. SECTION_COTTAGES



TYPICAL ST. SECTION_TOWNHOMES



TYPICAL ST. SECTION_APARTMENTS

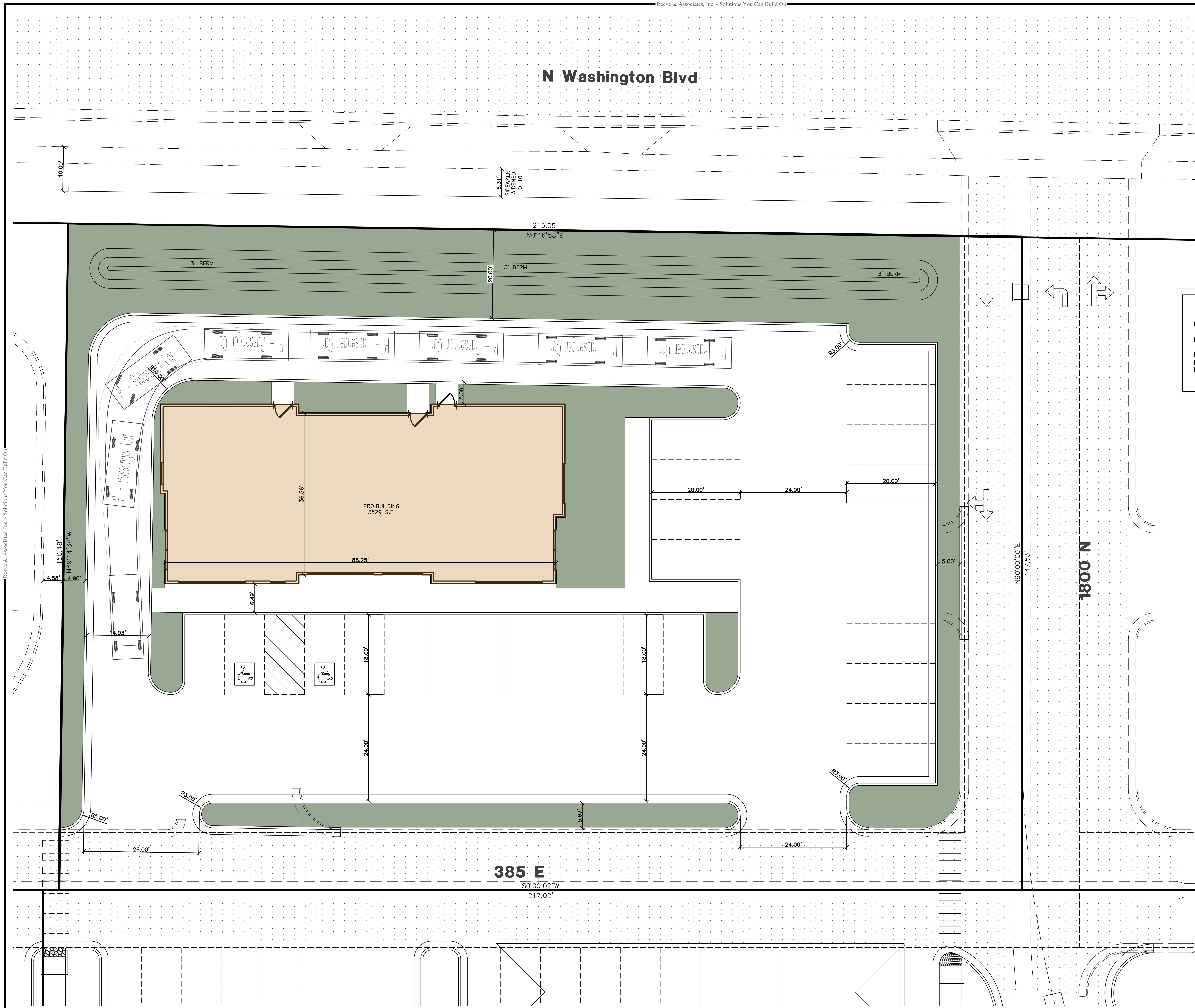
VILLAGE AT PROMINENCE POINT

INTERNAL ROAD CROSS SECTIONS 10.09.2017

NORTH OGDEN, UTAH

Ankrom Moisan Architects, Inc.
ARCHITECTURE INTERIORS URBAN DESIGN IDENTITY
ankrommoisan.com

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





Vicinity Map
NOT TO SCALE

SITE DATA

PARKING:	27 STALLS PROVIDED (2 A.D.A.)	
PARCEL AREA:	32,190 S.F. (0.76 ACRES)	
BUILDING AREA:	3,529 S.F.	11.0%
PAVEMENT AREA:	20,861 S.F	64.8%
LANDSCAPE AREA:	7,464 S.F.	24.2%

Scale: 1" = 10'

Project Contact:
Jeremy Draper
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 www.reeve.co
LAND PLANNERS * CIVIL ENGINEERS * LAND SURVEYORS
TRAFFIC ENGINEERS * STRUCTURAL ENGINEERS * LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION

Drive-Thru Washington & 1800 N

NORTH OGDEN CITY, WEBER COUNTY, UTAH

Concept Plan

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: J. MEYERS
Begin Date: JULY 2023
Name: DRIVE-THRU WASHINGTION & 1800 N
Number: 7952-03

1

1 Total Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

NORTH OGDEN POLICE

"Committed to Provide a Safe and Secure Community"

Dirk R. Quinney
Chief
Clark K. Crowther
Lieutenant
Jeremy P. Hindes
Lieutenant

STAFFF REPORT
FOR COUNCIL

Re: Police Taser Purchases August 23, 2023

The police department currently issues Conducted Energy Devices (CED) to our front-line officers and supervisors for daily carry. The CED is an important tool utilized in de-escalating hostile situations or effecting arrests against a combative subject. Before CED's were available these situations would require hands on physical force which often would end up in someone getting hurt or even escalating into deadly force situations. We have found the CEDs to be a valuable tool and resource that has helped keep our officers and subjects they encounter safe.

Axon, Inc., or Taser is the only manufacturer of these devices. Our current Tasers are 15-year-old technology which is being phased out. The new Taser is being introduced with a new program and a new way to pay for it. Our old Tasers were rotated in and out on a set schedule as they expired. The budget was determined for each year's needs and included in the yearly budget process.

The new Taser program is a five (5) year program. Over the five years Taser keeps our officers equipped with working Tasers, Taser cartridges, batteries, holsters, and training. If it breaks or gets used it gets replaced at no additional cost. There is a cost difference, which is the cost of the new technology. The cost of the program is spread over the five-year period. The city would, to an extent, be committing to the program for five years. A comparison of the cost of our old program versus the new program is below. The first year cost of the program is below what was budgeted for Taser costs for FY24.

New Taser Five Year Plan Cost Comparison

Year	Current	New
One	$ 10,500.00	$ 9,807.60
Two	$ 11,760.00	$ 17,321.45
Three	$ 13,171.20	$ 17,321.45
Four	$ 14,751.74	$ 17,321.45
Five	$ 16,521.95	$ 17,321.45
	$ 66,704.90	$ 79,093.40

Avg Annual Cost Increase Current Plan 12%

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-501985-45161.674TC

Issued: 08/23/2023

Quote Expiration: 09/15/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 108335
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-515 E 2600 N 515 E 2600 N Ogden, UT 84414-2835 USA	North Ogden Police Dept. - UT 515 E 2600 N Ogden UT 84414-2835 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Cole Phone: (480) 463-2200 Email: tcole@taser.com Fax: 480-463-2200	Jake Holmes Phone: (801) 782-7219 Email: jholmes@nogden.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$79,093.40
ESTIMATED TOTAL W/ TAX	$79,093.40

Discount Summary

Average Savings Per Year	$3,181.56
TOTAL SAVINGS	$15,907.80

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	$9,807.60	$0.00	$9,807.60
Jan 2025	$17,321.45	$0.00	$17,321.45
Jan 2026	$17,321.45	$0.00	$17,321.45
Jan 2027	$17,321.45	$0.00	$17,321.45
Jan 2028	$17,321.45	$0.00	$17,321.45
Total	**$79,093.40**	**$0.00**	**$79,093.40**

Quote Unbundled Price:	**$95,001.20**
Quote List Price:	**$87,396.20**
Quote Subtotal:	**$79,093.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00001	T10 CERTIFICATION ADD-ON BUNDLE	2	60	$29.00	$27.08	$27.08	$3,249.60	$0.00	$3,249.60
T10Cert	TASER 10 Certification Bundle	17	60	$83.06	$75.83	$67.69	$69,043.80	$0.00	$69,043.80
A la Carte Services									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,800.00	$6,800.00	$6,800.00	$0.00	$6,800.00
Total							**$79,093.40**	**$0.00**	**$79,093.40**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	20	01/01/2024
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	20	01/01/2024
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	17	01/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	17	01/01/2024
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	1	01/01/2024
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	1	01/01/2024
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	340	01/01/2024
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	110	01/01/2024
TASER 10 Certification Bundle	100401	INERT UNITARY CARTRIDGE (TASER 10)	7	01/01/2024
TASER 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	17	01/01/2024
TASER 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	01/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	17	01/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	3	01/01/2024
TASER 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/01/2024
TASER 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/01/2024
TASER 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	01/01/2024
TASER 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/01/2024
TASER 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/01/2024
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	10	01/01/2025
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	10	01/01/2025
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	40	01/01/2025
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	01/01/2025
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	10	01/01/2026
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	30	01/01/2026
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	01/01/2026
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	10	01/01/2027
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	10	01/01/2027
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	40	01/01/2027
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	01/01/2027
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	10	01/01/2028
TASER 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	30	01/01/2028
TASER 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	100	01/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
T10 CERTIFICATION ADD-ON BUNDLE	20248	TASER 7 EVIDENCE.COM LICENSE	2	02/01/2024	01/31/2029
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	17	02/01/2024	01/31/2029
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
T10 CERTIFICATION ADD-ON BUNDLE	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	2
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	17
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	17	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	17	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	3	01/01/2025	01/31/2029
TASER 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	01/01/2025	01/31/2029

Payment Details

Jan 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$843.20	$0.00	$843.20
Year 1	C00001	T10 CERTIFICATION ADD-ON BUNDLE	2	$402.97	$0.00	$402.97
Year 1	T10Cert	TASER 10 Certification Bundle	17	$8,561.43	$0.00	$8,561.43
Total				**$9,807.60**	**$0.00**	**$9,807.60**

Jan 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,489.20	$0.00	$1,489.20
Year 2	C00001	T10 CERTIFICATION ADD-ON BUNDLE	2	$711.68	$0.00	$711.68
Year 2	T10Cert	TASER 10 Certification Bundle	17	$15,120.57	$0.00	$15,120.57
Total				**$17,321.45**	**$0.00**	**$17,321.45**

Jan 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,489.20	$0.00	$1,489.20
Year 3	C00001	T10 CERTIFICATION ADD-ON BUNDLE	2	$711.68	$0.00	$711.68
Year 3	T10Cert	TASER 10 Certification Bundle	17	$15,120.57	$0.00	$15,120.57
Total				**$17,321.45**	**$0.00**	**$17,321.45**

Jan 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,489.20	$0.00	$1,489.20
Year 4	C00001	T10 CERTIFICATION ADD-ON BUNDLE	2	$711.68	$0.00	$711.68
Year 4	T10Cert	TASER 10 Certification Bundle	17	$15,120.57	$0.00	$15,120.57
Total				**$17,321.45**	**$0.00**	**$17,321.45**

Jan 2028						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,489.20	$0.00	$1,489.20
Year 5	C00001	T10 CERTIFICATION ADD-ON BUNDLE	2	$711.68	$0.00	$711.68
Year 5	T10Cert	TASER 10 Certification Bundle	17	$15,120.57	$0.00	$15,120.57
Total				**$17,321.45**	**$0.00**	**$17,321.45**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/23/2023



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

This TASER Energy Weapon Agreement ("**Agreement**") applies to Agency's TASER 7 or TASER 10 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 or TASER 10 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

1. **Term**. The start date is based on the initial shipment of TASER 7 or TASER 10 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 or TASER 10 term will end upon completion of the associated TASER 7 or TASER 10 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 or TASER 10 ship dates, each shipment will have a sixty- (60-) month term, starting on the shipment of TASER 7 or TASER 10 as described above.

2. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net thirty (30) days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

3. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

4. **Shipping**. Axon may make partial shipments and ship any hardware provided by Axon under this Agreement ("**Axon Devices**") from multiple locations, including Axon-manufactured Devices, which are a subset of Axon Devices. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

5. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

6. **Warranty**.

   6.1. **Limited Warranty; Disclaimer**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term. **All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

   6.2. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

      6.2.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

   6.3. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices

are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

6.4. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

6.4.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

6.4.2. **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

6.5. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

6.6. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

6.7. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

7. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

8. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

9. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

10. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

11. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

12. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

13. **Termination**.

    13.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    13.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    13.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

14. **General**.

    14.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    14.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

    14.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

    14.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    14.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

    14.6. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

    14.7. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

    14.8. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

    14.9. **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

    14.10. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective

upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TASER Energy Weapon Axon Evidence Terms of Use Appendix

1 **Definitions**.
"**Agency Content**" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term**. The TASER 7 or TASER 10 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights**. Upon Axon granting Agency a TASER 7 or TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 or TASER 10 CEW devices during the TASER 7 or TASER 10 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 or TASER 10 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

5 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

7 **Privacy.** Your use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current

version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

9 **Location of Data Storage**. Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. Axon will ensure all Agency Content stored in Axon Evidence remains within the country the Agency is located. Ownership of Agency Content remains with Agency.

10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:

10.1. The Termination provisions of the TASER 7 or TASER 10 Terms and Conditions apply;

10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.

11 **Axon Evidence Warranty**. Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.

12 **Axon Evidence Restrictions**. All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;

12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;

12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;

12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or

12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, material in violation of third-party privacy rights, or malicious code.

13 **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. During these ninety (90) days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these ninety (90) days. Axon has no obligation to maintain or provide any Agency Content after these ninety (90) days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.

14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.

16 **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1**.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at https://www.axon.com/sales-terms-and-conditions and incorporated herein by reference.

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start Date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE WEBER SCHOOL DISTRICT AND AGENCY FOR LAW ENFORCEMENT SERVICES

This Agreement is made and entered into this _____day of _____ 2023, pursuant to the provisions of The Interlocal Cooperation Act, Title 11, Chapter 13, et seq., Utah Code Annotated 1953 as amended "Interlocal Act" by and between North Ogden City Corporation, a Utah Municipal Corporation, hereinafter referred to as "the Agency", and The Board of Education of the Weber School District, a school district of the State of Utah, hereinafter referred to as "District".

WITNESSETH

WHEREAS, District wants a safe and secure environment for its students, faculty and all others using the district's school campuses and to allow students to obtain a quality education free from distractions; and

WHEREAS, District desires to make the most cost-effective use of tax dollars to provide law enforcement services in designated schools; and

WHEREAS, District feels that the Agency will provide excellent, cost effective, law enforcement and within several of the District's schools; and

WHEREAS, the Agency is able and willing to provide the law enforcement needed by the District; and

WHEREAS, Both Parties would like to provide a platform for positive interactions between law enforcement personnel, students, and staff, in order to build and strengthen the partnership between the students, the staff, the community, and law enforcement; and

WHEREAS, The District has determined that it is mutually advantageous to enter into this Agreement for the Agency Police Department to provide law enforcement services to the District through the use of School Resource Officers("SROs") working on and around the various school campuses to help provide for and maintain a safe, healthy, and productive learning environment in school, to act as a positive role model to students, and to work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District; and

WHEREAS, It is agreed that the services provided will be paid for by District, as hereinafter set forth, and the respective entities have determined and agree that the amount set forth herein is reasonable, fair and adequate compensation for providing the described law enforcement related services;

NOW THEREFORE, Pursuant to the Interlocal Act, the parties hereby agree as follows:

SECTION ONE
AGREEMENT

1.01 The Agency, through the Agency Police Department, agrees to provide SROs who will furnish various law enforcement services to the District, to the extent and in the manner hereinafter set forth. The Agency Police Chief shall be the administrator of this Agreement for the Agency. The District designates the officers provided by the Agency Police Department under this Agreement as its "Law Enforcement Unit".

1.02 Both parties agree to jointly discuss SRO assignments.

1.03 Agency agrees to accept feedback from the District about an SRO's performance.

1.04 This Agreement terminates and supersedes any existing Agreement for the provision of SROs, whether oral or written, that may exist between the parties.

SECTION TWO
SCOPE OF SERVICES

A. Roles and Responsibilities of School Resource Offices

2.01 Under this Agreement, the District and SROs are jointly responsible to help maintain safe schools, improve school climate, and support educational opportunities for students.

2.02 To serve as a SRO, an officer must first meet all of the following basic qualifications:

a) Be a POST Certified officer and have at least one year of law enforcement experience;
b) Have appropriate knowledge and understanding of Federal and State laws, City and County ordinances, and Board of Education policies and regulations as applicable to law enforcement in schools;
c) Be capable of conducting in-depth criminal investigations;
d) Possess even temperament and set a good example for students;
e) Possess communication skills which would enable the officer to function effectively within the school environment.
f) Attend and complete SRO training, including training required under Utah law.

2.03 The SRO will perform the following **duties** at [NAME OF SCHOOL] ("School") during the school year and at designated school events:

a) Work in a cooperative, proactive, problem-solving partnership with the School District to achieve the mission of maintaining a safe, healthy, and productive learning environment for students.
b) Serve as a positive role model and trusted adult for students by initiating positive student interactions and building positive relationships.
c) Work in conjunction with school administrators to prioritize understanding the potential root causes of student behaviors and finding resources and supports to address the behavior as well as the underlying factors.

d) Intervene in incidents that would--if ignored--place an individual at risk of harm; de-escalating situations whenever possible. Recognize that the disciplining of students is the responsibility of school administrators and/or the School District and not that of the SRO.
e) Be on the school behavior or administrative team, including a school or district level threat assessment team.
f) Walk the halls and campus during passing time, and the cafeterias during lunch times.
g) When time permits, stand near the main entrance and greet students as they come into the building in the morning, and be visibly present near the exits and in the parking lots when school is dismissed.
h) Walk the school campus perimeter regularly.
i) Identify students in need of positive non-law enforcement-related resources or supports for:
    a. Improving problem-solving skills
    b. Controlling violent behaviors
    c. Improving social skills
    d. Addressing substance use or abuse
    e. Addressing other areas of concern
j) Attend all required SRO and SRO/Administrator trainings with District administrators.
k) Attend school or District faculty trainings about code of conduct, discipline, and de-escalation when invited and available.
l) Become familiar with and understand the School District's student conduct and discipline policies and administrative procedures, which emphasize the use of restorative approaches to address behaviors and is designed to minimize the use of law enforcement intervention.
m) Take reasonable actions to protect the lives and property of the School District and the School District Community on school property.
n) Identify problems concerning public safety issues within the schools, develop problem-solving strategies about those identified issues with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and appropriate district personnel.
o) Understand the difference between administrative and disciplinary issues and criminal actions.
p) Work with the School District and school administrators to engage the school, families, businesses, and the community in problem-solving and developing solutions to identified public safety issues. This will enable the Police Department and the School District to form valuable partnerships and promote ongoing continued relationships that will benefit the community and improve community perceptions of law enforcement.
q) Understand that absent a real and immediate threat to an individual or to public safety, student conduct that occurs on school property or during a District sanctioned event that involves a Class C misdemeanor, an infraction or a status offense and is a first or second time offense for the student will be referred to administration to be handled at the school level.

a. This provision applies to students who have committed an offense on school property where the student is enrolled.

r) Be present at School every day school is in session, during regular school hours (7:30 - 3:30, or otherwise determined by the school administrator), except when sick, on vacation, or attending training.

2.04 The SROs should **not** perform the following:

a) Act as substitute teachers or as substitute administrators
b) Handle school disciplinary duties for which the administrator and school administration are responsible
c) Act as counselors on student issues not relating to law enforcement
d) The SRO should never be designated as a building administrator or left in charge of the school when a school administrator is not present.

2.05 **Procedures** specific to duties and responsibilities of SROs.

a) When an SRO becomes aware of criminal activity by a student that is occurring, has occurred, or the SRO has cause to believe is likely to occur on the school property, the SRO should confer with the appropriate school administrators as further provided herein:
   i. If the criminal activity is a felony level offense, the SRO will investigate and, if appropriate, refer any resulting felony level offenses to the appropriate court of jurisdiction and make reasonable attempts to notify the principal and/or any designated school administrator within 24 hours of the referral.
   ii. If a minor is alleged to have committed an offense on school property that is a class B misdemeanor or a class A misdemeanor, the SRO may refer the minor directly to a court or the administrator may refer the minor to evidence-based alternative interventions. Administrators and SROs are strongly encouraged to work together when making a determination regarding referring an offense under this paragraph. In the event the SRO and administrator do not agree regarding the appropriate referral, the referral will be made at the SRO's discretion.
   iii. If a minor is alleged to have committed an offense that is a class C misdemeanor, an infraction, or a status offense (as the term is defined in Utah Code § 53G-8-211 or its successor provision), an administrator, administrator's designee or an SRO may only refer a student to a law enforcement officer, agency, or court if:
      1) the minor has engaged in the same offense on school property on two previous occasions and
      2) the minor has referred to an evidence-based alternative intervention, or to prevention or early intervention youth services for both of the two previous offenses prior to the SRO referring the offense to juvenile court.

b) The Parties may develop additional protocols on specific offenses or common

scenarios that they frequently encounter to address the handling of those matters more efficiently.

c) In cases where an arrest or issuing of a citation is necessary, the SRO will consult with school administration to take any necessary action in a manner that is the least disruptive to the educational environment, and the following procedures will be followed:
    i. The administrator should make arrangements to have the student brought to the office for the arrest to take place, except in circumstances where the student is a danger to himself or others, or may flee to avoid arrest, in which case the SRO may arrest the student in a manner that is minimally disruptive to the school environment.
    ii. After the SRO has completed the arrest, the administrator will notify the parents of the arrest and provide the parents with the name of the arresting agency, officer or contact person, and the location the student is being taken. This information should be provided by the arresting agency.
d) SROs may conduct investigatory stops or detentions of students on school property or at school-sponsored events only when the officer has reasonable suspicion to believe that the student has been, is, or is about to be engaged in the commission of a crime. Absent exigent circumstances, such stops and detentions should be limited.
e) Stops and detentions of students on school property or at school-sponsored events will be governed by applicable state and federal law and Police Department Policy.
f) If an SRO wants to interview/question a student at school during school hours regarding an offense that occurred on school property or at a school-related event, the SRO may, in collaboration with the principal, conduct the interviews with the students involved at school.
g) Interviews by an SRO or an outside law enforcement officer for alleged offenses that occur off school-grounds or not related to a school event may not be conducted at school unless
    i. exigent circumstances exist; or
    ii. the SRO or law enforcement officers is conducting a child abuse investigation.
h) Absent exigent circumstances, interviews of students by SROs and other law enforcement personnel about matters unrelated to school should generally be conducted away from school after school hours.
i) Except when an emergency or exigent circumstance exists, the SRO and school administrator should work together to determine when such questioning should take place in order to ensure the least amount of disruption to the learning and the educational environment.
j) If a student has engaged in an offense that requires a search by the SRO, whenever reasonably possible, the SRO should conduct the search with the administrator present.
k) If there is a disagreement between the school administrator and the SRO regarding access to students or access to records, the following procedure shall be followed:

i. The principal shall contact the District Community Relations and Safety Specialist (CRSS) to mediate the disagreement between the school administrator and the SRO by separately hearing the position of the school administrator and the SRO.
ii. If after the CRSS cannot resolve the disagreement through mediation, the CRSS will contact the SRO's direct supervisor in an effort to resolve the disagreement.
iii. If the disagreement is not resolved after contacting the SRO's direct supervisor, the District's legal counsel and the County Attorney's Office will meet to resolve the disagreement.

l) The SRO will notify their immediate supervisor, and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency.
m) The SRO will notify their immediate supervisor and the CRSS of any event that could cause media representatives to inquire about a newsworthy incident.
n) The SRO will maintain communications with supervisors, school administration, and school safety personnel, and be responsive to messages and requests from School District personnel.
o) The SRO will maintain a daily activity log of arrests, detentions, interviews and custodial interrogations with students.
p) The SRO will also document in the log other law enforcement activity, as defined in Utah Code 53E-5-516, which includes:
i. A search and seizure;
ii. Issuance of a criminal citation;
iii. Issuance of a ticket or summons;
iv. Filing a delinquency petition; or
v. Referral to a probation officer

B. Roles and Responsibilities of Agency

2.07 Agency will furnish officers to work as SROs in the District's Junior High Schools, High Schools, and other Schools located in Agency as determined from time to time by the parties to this Agreement. The Agency agrees to jointly discuss SRO applicants prior to an officer being assigned to a school (53G-8-703).

2.08 It is clearly understood, acknowledged, and agreed upon by the Parties that SROs supporting the District are Agency employees recruited and employed by the Agency.

2.08 The Agency will furnish all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms and other items of equipment reasonably necessary to provide the services described herein. School supplies and equipment will be supplied by the District.

2.08 The Agency will designate an officer or appropriate supervisor as the liaison to the District for the purpose of coordinating activities with the Agency Police Department

attending any District meetings as reasonably requested, and overseeing the delivery of police services under this Agreement.

2.09 The Agency, in its sole discretion, has power and authority to hire, reassign, discharge, and discipline the SROs it employs. However, the placement of SROs will be determined by mutual agreement between the Agency Police Department and the District, and a school administrator who is dissatisfied with an SRO may request a different officer as the SRO for that school. The Agency shall make every reasonable effort to assign a new SRO after a discussion of the concerns and an effort to remediate the concerns, but the Agency has the final authority regarding SRO assignments.

2.10 Agency will make its best efforts to provide SROs to the schools for eight hours per day during days when the students are at school. Agency will strive to have department-related training take place when school is not in session, understanding that some required training for SROs may need to occur during the school year. In the event an assigned SRO needs to be absent from their assigned school for five or more consecutive school days, and no substitute is provided by the Agency to fully or partially fulfill the SRO's duties, the District shall be credited the proportional daily amount of that year's annual fee for any days the SRO is absent and a substitute is not provided. The credit shall be applied as an offset to the Agency's invoice. The daily amount of the year's annual fee shall be calculated by dividing the school year's annual reimbursement rate by the number of days students are in school during the school year.

2.11 When an SRO is required to attend special events, emergencies, or other circumstances for the Agency that are beyond the control of the Agency, the Agency is not required to provide another officer for the duration of the event, emergency or other circumstance.

2.12 The SRO supervisor will maintain regular communication with the school and District administrators throughout the year to evaluate the performance of services provided by the SRO. At least annually, each law enforcement agency will seek out and accept feedback from the District related to the performance of the SRO assigned to the District (Utah Code Ann. §53G-8-703).

2.13 The Weber County Sheriff's Office will identify an individual within their department to coordinate school security responsibilities between the State Security Chief, the sheriff's office and police chiefs with a public school in their jurisdiction (Utah Code Ann. §53-22-103)

C. Roles and Responsibilities of School Administrator and the School District

2.14 The school administrator will perform the following duties:

a) De-escalate school-based incidents whenever possible
b) Differentiate between disciplinary issues and potential criminal matters, and respond appropriately. Handle routine administrative and school discipline

(code of conduct) issues within the school without involving the SRO in an enforcement capacity (issuing citation) unless the administrator determines SRO involvement is necessary to address a serious and immediate threat to the physical safety of the School District Community.

c) Notify SRO if a student the SRO is responding to or with whom the SRO frequently interacts has a physical or mental disability and/or has an Individualized Education Program ("IEP") and/or may require special consideration, treatment or accommodation.
d) Request SRO assistance in cases of criminal conduct on school campus of persons other than students enrolled at that school.
e) Assist with SRO-initiated investigations and actions as needed.
f) Document in PowerSchool any tickets, citations, or arrests that SROs have reported. When appropriate, discuss with the SRO whether the underlying actions have any school-based ramifications.
g) Attend all required SRO/Administrator trainings.
h) Arrange meetings with the SROs on a regular basis to discuss students at risk and interventions and supports for those students.
i) Invite SROs to school-site trainings about school code of conduct, discipline, de-escalation, and restorative practices.
j) Participate in any agreed upon data collection process to provide ongoing feedback to District, City, and Police Department designees, for the purpose of improving practice and evaluating the effectiveness of District/SRO partnership.
k) Participate in and/or create authentic opportunities for the SRO and school administration to meet with parents, guardians, and community members throughout the school year.
l) Provide a workspace and a place for each SRO to store materials and personal effects at their location of assignment.
m) Provide students with classroom equipment and supplies for classes taught by SROs
n) Inform the SRO of administrative outcomes when an offense is referred to the school.

2.15 The School District will:

a) Provide the Police Department a list of School District points of contact to facilitate SRO partnership communication, indicate main point of contact and provide an updated list to all parties when changes to that list occur.
b) Provide training for all administrators and SROs at the beginning of the school year, as well as regular required trainings and meetings throughout the year.
c) Work in conjunction with the SRO Supervisor to place each SRO in the school for which they are best suited. In consultation with the Agency, the School District reserves the right to request the removal/reassignment of any SRO for any reasonable cause, after other attempts to correct the problem have been explored. The Agency shall consider the School District's input when determining the removal or reassignment of any SRO, but the Agency shall

have the final decision concerning the removal or reassignment of any SRO.

d) In the unlikely event that a situation arises wherein the School District believes that the presence of a particular SRO constitutes a direct and immediate threat to the safety and well-being of the School District Community, the School District may direct the SRO to leave the premises and not return until the District has resolved the issue with either the Agency or the particular SRO.

e) Reimburse the Agency at the rate of time and a half of the assigned officer for all extra duty assignments such as extracurricular activities for which the School requires the services of an SRO or additional officers.

f) Develop a district policy governing SROs and seek public input on the policy prior to it being implemented (Utah Code Ann. §53G-8-703.2)

SECTION THREE
ACCESS TO EDUCATION RECORDS

3.01 SRO access to student educational records, including video, is governed by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., 34 CFR Part 99, and Student Privacy and Data Protection Act ("SPDPA"), Utah Code §53E-9-101 et seq.

3.02 SROs will be given access to the District's security camera system to include live view of all school-based cameras. SROs will be permitted to access the camera system for reasons related to school safety and for conducting investigations into criminal matters. SROs can only make copies of video footage for official law enforcement purposes. These video records shall become part of the police report and will be subject to release under GRAMA according the Agency's records policy.

3.03 School administrators shall allow SROs to inspect and copy any public records, including directory information, maintained by the schools to the extent allowed by law.

3.04 The School District will designate SROs as school officials in accordance with FERPA and SPDPA in order to ensure that SROs have lawful access to:

a) video footage stored by the school administrator and/or a quick look-up screen on the School electronic student database; and

b) the quick look-up screens include student schedules, student grades, absences, and attendance records in PowerSchool, and when necessary to view past records, in MyStudent. SROs will only be provided with access to the records of those students at the schools to which the SRO is assigned.

3.05 Records, videos, or files which the SRO creates and maintains for law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA or SPDPA. These law enforcement unit records are within the sole control of the Agency, but may, in accordance with state law, be shared in

certain circumstances with the School District under Utah's Governmental Records and Access Management Act.

3.06 Notwithstanding any of the above, if an SRO or law enforcement officer presents a warrant, subpoena, or court order for specific educational records or video recordings, those items shall be provided to the SRO or law enforcement officer as soon as practicable.

SECTION FOUR
STUDENT RIGHTS

4.01 Agency and the District agree that in handling all student offenses, both parties will comply with state and federal law regarding the rights of students, as follows:

4.02 As a general rule, if there are possible criminal implications to the students' conduct, the administrator may refer the investigation to the SRO, and the SRO will conduct interviews and searches in accordance with appropriate law.

4.03 Procedures for conducting searches, interviews, and arrests:

a) Searches:
   i. If an administrator is conducting a search, the administrator must have reasonable suspicion to conduct the search and the search must be reasonable in scope.
   ii. If an SRO is conducting a search, the SRO must have probable cause to conduct the search and the search must be limited in scope to the purpose of the search, unless exigent circumstances exist where an officer is allowed to conduct a search subject to reasonable suspicion (e.g weapons)
   iii. Administrators, not SROs, should conduct searches when a school rule or policy is at issue. SROs may conduct searches where a criminal law is at issue.

b) Questioning:
   i. When conducting an investigation at school regarding violation of school rules, administrators will take the lead on questioning students.
   ii. SROs may be present during administrator interviews of students but should not participate where the interview is focused on the school infraction.
   iii. Administrators may question students regarding violations of school rules without notifying parents and without reading a student his/her *Miranda* warnings.
   iv. When students under the age of 18 are suspected in potentially criminal activity, SROs will comply with Utah Rules of Juvenile Procedure.
   v. To the extent allowed by law, administrators and the Agency will share information related to offenses occurring on campus obtained during respective interviews by administrators and SROs in order for the

non-interviewing party to perform its duties with respect to the student.

c) Arrests. If it is necessary to arrest a student at school or a school-related event, the procedures outlined in Section 2.05c) will be followed.

4.04 Information privacy:

a) Information about a student obtained by administrators during the course of an administrative investigation will be maintained confidentially in the student's file at the school and is considered part of the student's education record under FERPA.
b) Information obtained by the SRO during the course of a criminal investigation will be maintained by Agency law enforcement in accordance with its policies and procedures as law enforcement unit records.
c) Information may be shared with each party to this Agreement in accordance with state and federal law and Section Three of this Agreement.
d) Nothing in this Agreement limits the District's requirement to notify parents and right to notify law enforcement of prohibited acts pursuant to Utah law, and of its requirement to notify law enforcement for weapons violations pursuant to Utah law. Nothing in this Agreement limits the Agency in its requirement to notify the District of certain offenses by minors pursuant to Utah Code 80-6-103. Any persons having information obtained under any of the aforementioned statutes will comply with all confidentiality requirements of the statutes.

SECTION FIVE
SCHOOL RESOURCE OFFICER TIME ALLOCATION

5.01 SROs are expected to be present on campus from (a half an hour before school starts and a half an hour after school ends)every day that school is in session, and will allocate their time among the following activities, as needed:

- Law enforcement
- Foot patrol and surveillance around the school
- Investigations
- Safe school support-fights/parking lot
- Building relationships
- Opening communications between Schools and Agencies
- Personal interaction with administration/Students/Staff/Parents
- Creating an open door atmosphere
- Intervention and problem solving
- Providing a friendly positive role
- Interagency referrals
- Teaching law related education classes
- Participation with students (activities and events)
- Proactive instruction and presentations
- Answering questions pertaining to laws, ordinances or other law enforcement issues.

SECTION SIX
AUTHORITY AND EMPLOYMENT STATUS

6.01 The SROs assigned by the Agency Police Department under this agreement are designated as the District's Law Enforcement Unit and shall be treated and considered as a member of the faculty of the schools to which that officer is assigned. However, officers are not District officers,employees or administrators.

6.02 All SROs assigned to perform duties under the terms of this Agreement shall be Agency employees, and shall have no right to any pension, civil service, or any other District benefit for services provided hereunder.

6.03 Although SROs work in conjunction with the school staff, they report directly to the Municipal Police Department assigned sergeant on any law enforcement matters and will follow the Police Department command structure.

6.04 The School District acknowledges that SROs are required by Police Department policy and procedures to attend mandatory trainings and/or meetings. When within their power, SROs will make every effort possible to schedule these trainings outside of their regular school hours.

6.05 Although SROs remain employees of the Police Department, SROs are required to be on the campus of the school(s) they are assigned to unless performing emergency duties directly related to the Police Department. In the event an SRO is temporarily pulled away from the schools, the SRO's supervisor should communicate to the school's administrator and the District's CRSS, as soon as reasonably possible, the reasons for the reassignment.

SECTION SEVEN
GOVERNMENTAL IMMUNITY

7.01 The District and the Agency are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. Sections 63G-7-101, et seq. ("Act"). Subject to the provisions of the Act, the District and Agency agree to indemnify and hold harmless the other Party, its elected officials, officers, employees, agents and volunteers from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its elected officials, officers, employees, agents and volunteers. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Agency or the District under the Act.

SECTION EIGHT
RESPONSIBILITY FOR SALARY AND BENEFITS

8.01 The District shall not assume any liability for the payment of any salaries, wages, employment benefits or other compensation to any Agency personnel performing services hereunder for the District and will not assume any other employment related liability except as provided for in this Agreement.

8.02 The District shall not be liable for compensation or indemnity to any Agency employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the Agency hereby agrees to hold the District harmless against any such claim.

SECTION NINE
PERIOD OF AGREEMENT

9.01 Unless sooner terminated as provided for herein, this Agreement shall be effective 12:01 a.m., 2023{Date) and shall run for a period of three fiscal years, until 12 midnight on June 30, 2026.

9.02 Notwithstanding the provisions of this Section and subject to 9.03, either party may terminate this Agreement by giving 90 days written notice prior to the end of the current school year. Notice will be delivered in writing to the other party.

9.03 Only under extraordinary circumstances will this Agreement be terminated by either party during the school year, with 90 days prior written notice. If this Agreement is terminated during the school year by the Agency, the District will pay for the upcoming quarter only for the remainder of the 90 days in that quarter, or, if the termination of the Agreement falls on the quarter, the District will not pay the next quarter's services.

SECTION TEN
COST OR PAYMENT

10.01 The District agrees to pay to the Agency as follows:

a) Beginning in 2023-2024 school year, the Agency shall send an invoice to the District after each school quarter for payment of the services of the Agency's SRO/s as agreed to in writing between the District and the Agency, which base total cost to the District is $59,500.00 per full-time SRO.
b) For the 2024-2025 school year, the base cost for a full-time SRO will be calculated by adjusting the total average cost of the FTE according to the Consumer Price Index (CPI), plus a 10% adjustment to the formula (as outlined in Attachment A). This will apply to

all Agencies providing SRO services to the District. For the 2025-2026 school year, the base cost for a full-time SRO will be calculated by adjusting the total average cost of the FTE according to the Consumer Price Index (CPI), plus a 10% adjustment to the formula (as outlined in Attachment A). This will apply to all Agencies providing SRO services to the District

c) The invoice shall be paid within thirty (30) days of receipt by the District. If this Agreement is terminated during the school year, the Agency and the District agree to divide the costs associated with the payment of the services of the SROs as on a pro-rata basis depending upon the length of the school year remaining.

d) After providing services for extra duty assignments to cover extracurricular events at the School as requested by the School, the Agency will send an invoice directly to the school for payment for time and half of the hourly rate, plus the related cost of the FICA payroll tax, of the assigned officer. Beginning in the 2023-2024 school year, the charged hourly rate of the SRO or additional officers will be based on each officer's salary. The invoice shall be paid within thirty (30) days of receipt by the School.

10.02 The rates set forth in Attachment A, may be renegotiated at the request of either party prior to July 1 of each year of this Agreement to reflect the current cost of the provided services in accordance with the policies and procedures for the determination of such rate as adopted by the Agency and agreed to by the District.

10.03 The compensation paid by the District to the Agency pursuant to this Agreement shall be used only for the services provided pursuant to this Agreement, and Agency shall not have the authority or right to use such funds for other purposes.

SECTION ELEVEN
PAYMENT PROCEDURE

11.01 The District shall remit one quarter of the contract amount to the Agency within 20 days after receiving a bill, in a form approved by the District, at the close of each school quarter. If such payment is not remitted to the Agency when due, the Agency is entitled to recover interest at the rate of twelve percent (12%) per annum thereon as well as the contract amount.

SECTION TWELVE
INTERLOCAL AGREEMENT

12.01 In satisfaction of the requirements of the Interlocal Act, the Agency and the District agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

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

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

(d) No separate legal entity is created by the terms of this Agreement.

SECTION THIRTEEN
PROBLEM RESOLUTION

13.01 **The** parties shall have the right upon request and through their authorized representative, to meet and confer with the other party's representative to discuss any problems arising regarding the performance, an individual officer's performance, and the costs for future periods, or any other issues related to this contract.

SECTION FOURTEEN
AMENDMENT

14.01 This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their Authorized representatives as of the date first written above.

Agency

By _____
Mayor

ATTEST:

_____
Agency Recorder

Approved as to Form and as Compatible with State Law:

_____
Agency Attorney

The Board of Education of Weber School District

By: _____

Name: _____

Its: _____

ATTEST:

_____

Approved as to Form and as Compatible with State Law:

_____
Weber School District Attorney

ATTACHMENT A

WEBER COUNTY SHERIFF'S OFFICE
COST BREAKDOWN

SHERIFF'S OFFICE	HOURS	2023–24	2024–25*	2025–26*
Fremont High School	40	$59,500.00	$72,742.00	$86,461.00
Rocky Mountain Jr. High School	40	$59,500.00	$72,742.00	$86,461.00
Wahlquist Jr. High School	40	$59,500.00	$72,742.00	$86,461.00
Bonneville High School	40	$59,500.00	$72,742.00	$86,461.00
T.H. Bell Jr. High School	40	$59,500.00	$72,742.00	$86,461.00
Snowcrest Jr. High School	20	$29.750.00	$36,371.00	$43,231.00
Two Rivers High School	40	$59,500.00	$72,742.00	$86,461.00
West Field High School	40	-	$72,742.00	$86,461.00
Mountain View Jr. High School	40	-	$72,742.00	$86,461.00
TOTAL PAID BY DISTRICT		**$357,000.00**	**$618,307.00**	**$734,919.00**

*Estimated Cost

ATTACHMENT A

ROY CITY POLICE DEPARTMENT
COST BREAKDOWN

ROY POLICE	HOURS	2023–24	2024–25*	2025–26*
Roy High School	40	$59,500.00	$72,742.00	$86,461.00
Roy Jr. High School	40	$59,500.00	$72,742.00	$86,461.00
Sand Ridge Jr. School	40	$59,500.00	$72,742.00	$86,461.00
TOTAL PAID BY DISTRICT		**$178,500.00**	**$218,226.00**	**$259,383.00**

*Estimated Cost

ATTACHMENT A

SOUTH OGDEN CITY POLICE DEPARTMENT
COST BREAKDOWN

SOUTH OGDEN POLICE	HOURS	2023–24	2024–25*	2025–26*
South Ogden Jr. High School	40	$59,500.00	$72,742.00	$86,461.00
TOTAL PAID BY DISTRICT		**$59,500.00**	**$72,742.00**	**$86,461.00**

*Estimated Cost

ATTACHMENT A

HARRISVILLE POLICE DEPARTMENT
COST BREAKDOWN

HARRISVILLE POLICE	HOURS	2023–24	2024–25*	2025–26*
Orion Jr. High School	40	$59,500.00	$72,742.00	$86,461.00
TOTAL PAID BY DISTRICT		**$59,500.00**	**$72,742.00**	**$86,461.00**

*Estimated Cost

ATTACHMENT A

PLEASANT VIEW POLICE DEPARTMENT
COST BREAKDOWN

PLEASANT VIEW POLICE	HOURS	2023–24	2024–25*	2025–26*
Weber High School	40	$59,500.00	$72,742.00	$86,461.00
TOTAL PAID BY DISTRICT		**$59,500.00**	**$72,742.00**	**$86,461.00**

*Estimated Cost

ATTACHMENT A

NORTH OGDEN POLICE DEPARTMENT
COST BREAKDOWN

NORTH OGDEN POLICE	HOURS	2023–24	2024–25*	2025–26*
North Ogden Jr. High School	40	$59,500.00	$72,742.00	$86,461.00
TOTAL PAID BY DISTRICT		**$59,500.00**	**$72,742.00**	**$86,461.00**

*Estimated Cost

Agreement--Uses a 70% SY Base--Phased in over THREE years

							1.88% CPI		1.88% CPI	
				Base FTE Cost	170,000		173,196		176,452	
				70% of Base Cost	119,000		121,237		123,516	
				50% of SY Base:	59,500		60,619		61,758	
				60% of SY Base:	71,400		72,742		74,110	
				70% of SY Base:	83,300		84,866		86,461	
				Current	**Year 1**		**Year 2**		**Year 3**	
				Costs	50% SY Base	%	60% SY Base	%	70% SY Base	%
	School	#	Jurisdiction	SY 2022-23	SY 2023-24	Change	SY 2024-25	Change	SY 2025-26	Change
1	Orion JHS	**405**	Harrisville City	**46,875**	**59,500**	**26.93%**	**72,742**	**22.26%**	**86,461**	**18.86%**
2	North Ogden .	**402**	North Ogden City	**46,875**	**59,500**	**26.93%**	**72,742**	**22.26%**	**86,461**	**18.86%**
3	Weber HS	**704**	Pleasant View Ci	**46,875**	**59,500**	**26.93%**	**72,742**	**22.26%**	**86,461**	**18.86%**
4	**South Ogden**	**408**	**South Ogden Cit**	**46,875**	**59,500**	**26.93%**	**72,742**	**22.26%**	**86,461**	**18.86%**
5	Roy JHS	404	Roy City	46,875	59,500		72,742		86,461	
6	Sand Ridge J	406	Roy City	46,875	59,500		72,742		86,461	
7	Roy HS	708	Roy City	46,875	59,500		72,742		86,461	
			Roy City Sub-Tot	**140,625**	**178,500**	**26.93%**	**218,226**	**22.26%**	**259,383**	**18.86%**
8	Mountain Viev	401	Weber County				72,742		86,461	
9	Rocky Mtn JH	403	Weber County	46,875	59,500		72,742		86,461	
10	T.H. Bell JHS	410	Weber County	46,875	59,500		72,742		86,461	
11	Snowcrest JH	412	Weber County	23,438	29,750		36,371		43,231	
12	Wahlquist JHS	416	Weber County	46,875	59,500		72,742		86,461	
13	Bonneville HS	701	Weber County	46,875	59,500		72,742		86,461	
14	West Field HS	702	Weber County				72,742		86,461	
15	Fremont HS	706	Weber County	46,875	59,500		72,742		86,461	
16	Two Rivers HS	730	Weber County	46,875	59,500		72,742		86,461	
			Weber County Su	**304,688**	**386,750.00**	**26.93%**	**618,307**	**59.87%**	**734,919**	**18.86%**
			TOTAL	632,813	803,250.00	26.93%	1,127,501	40.37%	1,340,146	18.86%
			$ Change:		170,437		324,251		212,645	
			$ Change over Current:				494,688		707,333	

NORTH OGDEN CITY
SETTLED 1851

Mayor S. Neal Berube
Council Ryan Barker
Blake D. Cevering
Jay D. Dalpias
Charlotte Ekstrom
Phillip D. Swanson

TOWING AGREEMENT EXTENSION

This Agreement is made on this 12th day of September 2023 between North Ogden City, a municipal corporation established under the laws of the State of Utah (hereinafter "City") and Lost Recovery (hereinafter "Contractor") (collectively "Parties") following solicitation and review of proposals for the provision of the following services.

For valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to extend the towing contract signed in 2020 with no additions or changes to the original terms except changes to subsection 4 as follows:

4. Term. This Agreement shall be in full force and effect for a period of two (2) years, unless sooner terminated under the provisions hereinafter specified. One additional two (2) year extensions may be granted upon written agreement between the parties, up to seven (7) total years.

This Agreement shall go into effect on the date identified above.

_____ _____
S. Neal Berube, Mayor Contractor

_____ _____
Attest: Rian Santoro, City Recorder Printed Name

NORTH OGDEN CITY
SETTLED 1851

Mayor S. Neal Berube
Council Ryan Barker
Blake D. Cevering
Jay D. Dalpias
Charlotte Ekstrom
Phillip D. Swanson

TOWING AGREEMENT EXTENSION

This Agreement is made on this 12th day of September 2023 between North Ogden City, a municipal corporation established under the laws of the State of Utah (hereinafter "City") and TRUE TOWING (hereinafter "Contractor") (collectively "Parties") following solicitation and review of proposals for the provision of the following services.

For valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to extend the towing contract signed in 2020 with no additions or changes to the original terms except changes to subsection 4 as follows:

4. Term. This Agreement shall be in full force and effect for a period of two (2) years, unless sooner terminated under the provisions hereinafter specified. One additional two (2) year extensions may be granted upon written agreement between the parties, up to seven (7) total years.

This Agreement shall go into effect on the date identified above.

_____ _____
S. Neal Berube, Mayor Contractor

_____ _____
Attest: Rian Santoro, City Recorder Printed Name

NORTH OGDEN CITY

SETTLED 1851

Mayor S. Neal Berube

Council Ryan Barker
Blake D. Cevering
Jay D. Dalpias
Charlotte Ekstrom
Phillip D. Swanson

TOWING AGREEMENT EXTENSION

This Agreement is made on this 12th day of September 2023 between North Ogden City, a municipal corporation established under the laws of the State of Utah (hereinafter "City") and Ride Haulers (hereinafter "Contractor") (collectively "Parties") following solicitation and review of proposals for the provision of the following services.

For valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to extend the towing contract signed in 2020 with no additions or changes to the original terms except changes to subsection 4 as follows:

4. Term. This Agreement shall be in full force and effect for a period of two (2) years, unless sooner terminated under the provisions hereinafter specified. One additional two (2) year extensions may be granted upon written agreement between the parties, up to seven (7) total years.

This Agreement shall go into effect on the date identified above.

_____ _____

S. Neal Berube, Mayor Contractor

_____ _____

Attest: Rian Santoro, City Recorder Printed Name

NORTH OGDEN CITY
SETTLED 1851

Mayor S. Neal Berube
Council Ryan Barker
Blake D. Cevering
Jay D. Dalpias
Charlotte Ekstrom
Phillip D. Swanson

TOWING AGREEMENT EXTENSION

This Agreement is made on this 12th day of September 2023 between North Ogden City, a municipal corporation established under the laws of the State of Utah (hereinafter "City") and Stauffer's Towing & Recovery LLC (hereinafter "Contractor") (collectively "Parties") following solicitation and review of proposals for the provision of the following services.

For valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to extend the towing contract signed in 2020 with no additions or changes to the original terms except changes to subsection 4 as follows:

4. Term. This Agreement shall be in full force and effect for a period of two (2) years, unless sooner terminated under the provisions hereinafter specified. One additional two (2) year extensions may be granted upon written agreement between the parties, up to seven (7) total years.

This Agreement shall go into effect on the date identified above.

_____ _____
S. Neal Berube, Mayor Contractor

_____ _____
Attest: Rian Santoro, City Recorder Printed Name

NORTH OGDEN CITY
SETTLED 1851

Mayor S. Neal Berube
Council Ryan Barker
Blake D. Cevering
Jay D. Dalpias
Charlotte Ekstrom
Phillip D. Swanson

TOWING AGREEMENT EXTENSION

This Agreement is made on this 12th day of September 2023 between North Ogden City, a municipal corporation established under the laws of the State of Utah (hereinafter "City") and Zac's Towing, LLC (hereinafter "Contractor") (collectively "Parties") following solicitation and review of proposals for the provision of the following services.

For valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to extend the towing contract signed in 2020 with no additions or changes to the original terms except changes to subsection 4 as follows:

4. Term. This Agreement shall be in full force and effect for a period of two (2) years, unless sooner terminated under the provisions hereinafter specified. One additional two (2) year extensions may be granted upon written agreement between the parties, up to seven (7) total years.

This Agreement shall go into effect on the date identified above.

_____ _____
S. Neal Berube, Mayor Contractor

_____ _____
Attest: Rian Santoro, City Recorder Printed Name

NORTH OGDEN CITY

SETTLED 1851

Staff Report to North Ogden City Council

RE: A discussion to determine the best use of RDA funds to the benefit of the RDA area

AGENDA DATE: Sept. 9, 2023

STAFF: Jon Call, City Manager

SYNOPSIS

The Council is being asked to determine the best way to utilize the existing RDA funds so we can program the money to benefit the RDA area and complete the requirements for the RDA program. Several items have been discussed so we would like to discuss how we can narrow those items to the most important to the Council and then discuss a time to set up an RDA retreat so we can go into depth on the issues.

TYPE OF DECISION

This is a legislative decision with broad discretion for the Council to determine what is in the best interest of the city.

BACKGROUND

The City set up a Redevelopment Agency in the 1990's and has since that time been collecting tax increment. Some of the projects and improvements that have been funded by the RDA are the Lees Marketplace commercial area, aquatic center, and Smith's Marketplace. We now have to wrap up the RDA as it is getting ready to close out at the end of this year. We have lots of options for projects and this will be the third or fourth time the council discusses it. We would like to narrow down the project list and then set up a longer work session during an afternoon to go through the narrowed down projects and select the path forward.

Here are some of the proposed projects for the RDA

- Redevelopment of Bicentennial park to include upgrades to the plaques honoring veterans, benches, light poles, and landscaping improvements
- Refitting aquatic center with a replacement playground, bowery, parking lot repairs, and other capital needs.
- Washington Blvd improvements to sidewalks, landscaping and other items to help improve the image of the city.
- Assist in the redevelopment of North Ogden Plaza including the possible daylighting of coldwater creek or other infrastructure to create a sense of place in the city.
-

STAFF RECOMMENDATION

Staff recommends the council prioritize their list of projects and shorten the possibility so we can focus on the most important items in our focused discussion.

NORTH OGDEN CITY

SETTLED 1851

Staff Report to North Ogden City Council

RE: A discussion to determine the correct names for various projects occurring in the city.

AGENDA DATE: August 8, 2023

STAFF: Jon Call, City Manager

SYNOPSIS

The city has been planning lots of new projects. Several of those projects have been given place holder names, but not official names. We wanted to have a discussion about the various projects to determine the appropriate names.

TYPE OF DECISION

This is a legislative decision with broad discretion for the Council to determine what is in the best interest of the city.

BACKGROUND

Here is a list of the various city projects which do not have an official name from the city.

- Community Pond Project
- 2750 Trailhead Project
- Water Works Project
- Pickleball Courts
- 2100 Water Tank
- Disc Golf Course

There may be others as well. In general we try to not name things after specific individuals to avoid giving some expectations of how the project will be treated in the future. We can talk about potential names, and don't have to settle on anything at council meeting. It would be nice to decide if the naming is a council level discussion or whether we can put that on the department heads in charge of the various projects.

STAFF RECOMMENDATION

Staff recommends the council determine the correct name or provide some guidance on the right way to create a naming system.

NORTH OGDEN CITY

SETTLED 1851

Staff Report to North Ogden City Council

RE: A discussion regarding pouring cement after 10 p.m. for necessary utility projects.

AGENDA DATE: September 7, 2023

STAFF: Jon Call, City Manager

SYNOPSIS

The city noise ordinance currently prohibits all construction noise between the hours of 10 pm and 7 am. We have found certain situations where there may be a necessity for the city to obtain permission to pour concrete to make sure that projects are correctly constructed.

TYPE OF DECISION

This is a legislative decision with broad discretion for the Council to determine what is in the best interest of the city.

BACKGROUND

The city is in the process of completing a water tank on the east side of the city. To complete this tank there will be a very large floor poured for the bottom of the tank. Because of the design of the facility the concrete will need to be poured in one large pour and be at the correct temperatures to help with proper curing. Since this project is a necessity to the city and it requires a monolithic pour the only way to accomplish this is to work prior to the construction hours out lined the code.

The proposed language would allow for this concrete pour to occur and to be in compliance with the city code.

STAFF RECOMMENDATION

Staff recommends the council determine the correct language to include in the code for these types of situations.

ORDINANCE 2023~~0~~-~~20~~

AN ORDINANCE REGULATING SOUND IN NORTH OGDEN CITY

WHEREAS; The City has the responsibility to pass rules from time to time to regulate how property owners interact with each other; and

WHEREAS; The City wishes to provide for some exceptions to the ordinance as necessary and appropriate; and

WHEREAS; The City wishes to effectively regulate sound in the city; and

WHEREAS; The City desires to protect property values and individuals quiet enjoyment, while still accommodating necessary activities.

NOW THEREFORE, BE IT ORDAINED by the North Ogden City Council that the North Ogden City Code be amended as follows.

SECTION 1: The North Ogden Code Title 5 Chapter 3 renamed “Sound Regulations” and rewritten as outlined below.

5-3 SOUND REGULATIONS

5-3-1 Purpose. The purpose of this chapter is to regulate sound levels in the City within acceptable limits.

5-3-2 Definitions.

Commercial Receiving Zone: The category of property which includes all commercial and industrial zones, multi-family zones, mixed use zones, and all public owned property directly adjacent to commercial and industrial zones.

Day: 7:00 a.m. to 10:00 p.m.

DECIBEL (dB): The unit of measurement for sound pressure level at a specified location. The symbol is "dB".

Events: any formally organized sporting, cultural, or other activity which has obtained an official reservation from the Parks and Recreation Department and any relevant Special Event Permits if so required.

La: The A-weighted sound level.

LAeq: The A-weighted unit equivalent continuous sound level in La (dB-SPL) measured over a stated period of time. It is the equivalent continuous sound level which contains the same sound pressure as the varying sound levels over time.

LAmax: The maximum A-weighted sound level permitted in a receiving zone.

Night: 10:01 p.m. to 6:59 a.m.

Noise Control Officer (NCO): means any individual authorized by State or Municipal Code to enforce the laws and regulations found in State or Municipal Code. All sworn officers are by default NCOs.

Property Line: means either (a**)** the vertical boundary that separates one parcel of property (i.e., lot and block) from another residential or commercial property; (b) the vertical and horizontal boundaries of a dwelling unit that is part of a multi-dwelling unit building; or (c) on a multi-use property, the vertical or horizontal boundaries between the two portions of the property on which different categories of activity are being performed.

Residential Receiving Zone: The category of property which includes all single family residential zones, and all publicly owned property surrounded by single family residential zones.

SOUND: An oscillation in pressure, stress, particle displacement and particle velocity which induces auditory sensation.

Special Event Permit – a permit required by the City for public gatherings.

5-3-3 Sound Level. No use shall create sound levels which exceed the following standards:

Receiving Zone sound levels

Land Use Classification	LAeq	LAeq 2 hr	LAeq 1 hr	LAeq 15 min	LAeq 2 min	LAmax
Residential/Night	40	42	43	44	45	60
Residential/Day	55	70	75	80	93	108
Commercial/Night	65	66	68	71	74	77
Commercial/Day	80	81	83	90	103	118

5-3-4 Measurement.

A. Sound shall be measured at the property line of the individual concerned about the sound level.

B. Sound shall be measured on the A-weighted scale.

5-3-4 Hours enforced. The sound standards above shall be modified as follows to account for the impacts the time of day can have on the enjoyment of property.

5-3-5 Exceptions.

A. Vehicles operated by the Police, Sheriff, and Fire Departments are exempted from this ordinance.

B. Work undertaken by Utility companies for emergency repairs is exempted from this ordinance. Provided they are undertaking the minimum work necessary to re-establish service or make the utilities safe. All equipment must utilize mufflers or other sound dampening devices.

C. Work undertaken to remove snow, water, or other naturally occurring materials which constitute a hazard to vehicular, bicycle, or pedestrian traffic. During night time hours, audible reverse indicators should be disabled for reverse movements which exceed five (5) seconds. All equipment must utilize mufflers or other sound dampening devices.

D. Fireworks lit within timelines established under State Code.

E. Any aircraft or railroad equipment operated in conformity with, or pursuant to, state statute, federal law or federal regulations, and traffic control instruction used pursuant to and within the duly adopted state or federal regulations. Any aircraft operating under technical difficulties, in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of an emergency under federal air regulations shall also be exempt.

F. Collection of Refuse shall be allowed between the hours of 6:00 a.m. and 10:00 p.m.

G. Agricultural harvesting is permitted.

H. Road and Utility work on UDOT Highways shall be permitted during hours as authorized by UDOT to manage traffic congestion and safety concerns.

~~H.~~I. Pouring concrete is allowed for utility projects upon the approval of the City Engineer after showing a necessity due to the size or the complexity of the concrete pour that it requires early a.m. start times. Any request for approval must also include detailed information about how the activity will impact the neighbors.

Formatted: Font: (Default) Arial

Formatted: Indent: Left: 0.5", No bullets or numbering

5-3-6 Additional Requirements.

A. Construction Noise is not permitted prior to 7:00 a.m. or after 10:00 p.m.. A violation of this provision is a Class B Misdemeanor. Repeated offenses shall incur additional penalties as established in the fee schedule.

B. Noises made by animals shall be regulated by Title 6 Chapter 1 of this code.

C. All engines shall be operated with a muffler or other sound dampening device. Specifically, any vehicle or equipment which originally came from the manufacturer with a muffler must always be operated with a muffler in place.

D. No individual may broadcast sound at any level which is intentionally designed to disrupt a neighboring property owner's quiet enjoyment or activity or an Event on public property.

E. Noises caused by engine brakes ("jake brakes") are prohibited on all roads which are 6.0% or less of a grade.

F. Individuals may not disrupt Events on public property with sound amplification devices. It is considered a disruption if sound is broadcast at a level more than 55 dBA and on the property where the Event is being held.

5-3-7 Penalties.

A. Except as otherwise indicated a violation of any subsection of this chapter shall be considered an infraction and may also be charged under Utah Code § 76-9-102.

SECTION 2: This ordinance shall take immediate effect.

PASSED and ADOPTED this 121th day of ~~August, 2020~~September, 2023.

North Ogden City:

_____
S. Neal Berube
North Ogden City Mayor

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay
Council Member Barker:	___	___
Council Member Cevering:	___	___
Council Member Dalpias:	___	___
Council Member Ekstrom:	___	___

Council Member Swanson: ___ ___
(In event of a tie vote of the Council):

Mayor Berube ___ ___

ATTEST:

_____
Rian Santoro
City Recorder