

NOTICE AND AGENDA

SOUTH OGDEN CITY SPECIAL COUNCIL MEETING

Tuesday, April 29, 2014 – 6:00 p.m.

Notice is hereby given that the South Ogden City Council will hold a special City Council Meeting, Tuesday, April 29, 2014, beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the council may be joining the meeting electronically.

- I. **CALL TO ORDER – Mayor James F. Minster**

- II. **DISCUSSION / ACTION ITEMS**
 - A. Discussion on Annexation Policy Plan

- III. **ADJOURN**

Posted and emailed to the State of Utah Website [April 28, 2014](#)

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on April 28, 2014. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, City Recorder

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

FINAL ACTION MAY BE TAKEN ON ANY ITEM ON THIS AGENDA



MEMORANDUM

Date: April 28, 2014
To: Mayor and City Council
From: Matthew J. Dixon, City Manager
Re: **April 29, 2014 Council Meeting**

In preparation for tomorrow night's city council meeting I am including a very brief summary of events that have led up to this discussion. This is meant to be a rough summary and I acknowledge that other amendments, key dates, etc. may exist that have been left out. Due to the difficulty of piecing together everything that's happened related to this subject, there are holes in the time line. Also included in this memo I've provided you with information from state law regarding annexations and copies of the state code (attached PDF) for reference. Finally, the last part of this memo you'll find the questions you asked staff to gather more information on at your last meeting along with the answers we received from Washington Terrace (WT), in blue.

Brief chronology of events:

- **1979:** Staff located an old map showing all of the unincorporated property south of South Ogden city limits between the city and Uintah was included in the city's annexation policy. This map also showed the Ogden Golf and Country Club as being in our policy.
- **February 4, 2003:** Amendments were made to the city's annexation policy. The plan specifically added the Ogden Golf and Country Club, properties on 1550 East, south of 6200 South (overlooking Uintah City), and properties along the east side of Wasatch Drive (from 5900 S. to 6150 S.).
- **June 20, 2006:** Letter from Washington Terrace City expressing concerns with the city's desire to add Section 4 (School District Property) to the city's annexation policy. WT stated that the property was already in their annexation policy (Area 3) and that they had the interest and ability to provide all necessary municipal services to these properties. They stated they had also invested a great deal of resources in the development of infrastructure in Adams Ave. for the future development of these properties.

- **August 15, 2006:** Area 4 was added to the South Ogden City annexation policy for the future development of South Junior High School. City Manager refers to the city's decision to amend the annexation policy as having caused a "ripple" with Mr. Doug Stephens. He then states that the city should move forward with the planned amendments and the he and Mayor Garwood would work to resolve concerns and issues.
- **March 18, 2008:** Annexation policy amended to make Area 4 larger due to the District's need for more land for the school.
- **April 7, 2009:** City votes to de-annex property at 5875 South 828 East (Seminary Building) from the city. Minutes show that Mr. Darrington mentioned that if de-annexed, Washington Terrace would then annex the property into their city.
- **January 21, 2014:** Council discussed possible amendments to the annexation policy and directed staff to look at all possible properties that the city may want to include.
- **February 13, 2014:** City receives letter from Bruce Stephens notifying the city that he does not intend to annex his property into South Ogden. He mentioned planning and investments already made by his family in anticipation of annexing into WT.
- **March 13, 2014:** Planning Commission discusses the annexation policy and determines that more information would be needed in order for them to make a recommendation as to whether or not additional properties should be added to the city's annexation policy.
- **April 15, 2014:** City Council asks staff to gather additional information while they take more time to consider possible amendments to the plan.

Additional information provided to you previously via email:

In response to questions regarding our annexation plan and the Stephen's property by the Jr. High, I've reviewed several sections of state code (attached) and provided some answers below for your consideration. Some of the questions raised are listed below with the answers in blue:

- 1) What does having the Stephens Property in South Ogden's annexation plan do for the city? [Having this property in our plan would allow the property owner to annex into South Ogden, should he desire to do so. If it is not in our plan and he were to petition the city for annexation, the city would have to first include this property in our plan and then we could consider the petition for annexation.](#)
- 2) What do we need to do to put this property into our annexation plan? [This answer is found on the attached PDF, page 1 at the bottom \(item '3' in yellow\).](#)
- 3) What does state law say regarding overlapping annexation plans? [State law states that in considering and adopting an annexation policy plan, the city shall attempt to avoid gaps between or overlaps with the expansion areas of other municipalities \(page 2 of PDF \(item '4'\)\).](#)
- 4) How do other boundary lines affect annexation policy plans? [On page 5 of the PDF \(item 6\) you'll see that state law states that, if practicable and feasible, proposed boundaries for annexation shall be drawn along existing boundaries \(i.e. school district, special service districts, etc.\).](#)

5) Do we need this property in our plan in order to protest annexations of this property into Washington Terrace? Because we are by state definition an “affected entity” we have the right to protest annexations that border our city limits. We do not need this property in our plan in order to have protest rights. However, you’ll notice on page 11 of the PDF that one of the things the Boundary Commission considers when reviewing a protest is how the annexation request conflicts with the annexation policy plan of another municipality. So although it is not necessary, having it in our plan may at least raise a question regarding conflicting plans with the Boundary Commission – should it ever get to that point.

Answers from WT regarding their infrastructure (obtained via their city staff):

1. What exactly has the Terrace done regarding infrastructure for this area?

Installed infrastructure:

- There are no CWSD lines in and around the property in question.
 - 10” water line along 5700 South, 8” water line down Adams Avenue from 5700 South
 - 10” sewer line down Adams Avenue to 5800 South (Pleasant View Road),
 - 10” sewer line around the hill to the west and across the railroad in the southwest corner of town.
 - There are septic system(s) below 5800 South at present.
 - Sewer is also stubbed into 5800 South going east to service the Unincorporated area in discussion.
 - 12”, 24”, and 30” storm drain collection lines down Adams Avenue from 5600 South to the Weber River bridge where the collection line turns west for approximately ¼ mile, empties to a large detention pond that drains into the Weber River.
2. What infrastructure does WT own and what is owned either by CWSID or other private entities?
- There are no Sewer District lines in or around the area being discussed.
 - 5700 South is a dedicated WTC roadway.
3. Are all of the businesses on Adams on sewer? If not, which ones are on septic?
- All of the businesses along Adams Avenue are on our sewer system except the toll booth and the old Gardner Engineering building. Those two are on septic system.
4. When did WT include the west side of the golf course in their annexation plan?
- The golf course was included in our plan in 2003. It is my understanding that there was a State wide attempt to get everyone’s plans updated at that time so that there would be an overall consensus on the future annexation planning. Their attempt at that time was to minimize overlap but at the time WT and SO were both interested in annexing the property so they agreed to disagree.

"Affected entity" means: (v) a municipality whose boundaries are within 1/2 mile of an area proposed for annexation.

10-2-401.5. Annexation policy plan.

(1) After December 31, 2002, no municipality may annex an unincorporated area located within a specified county unless the municipality has adopted an annexation policy plan as provided in this section.

(2) To adopt an annexation policy plan:

(a) the planning commission shall:

(i) prepare a proposed annexation policy plan that complies with Subsection (3);

(ii) hold a public meeting to allow affected entities to examine the proposed annexation policy plan and to provide input on it;

(iii) provide notice of the public meeting under Subsection (2)(a)(ii) to each affected entity at least 14 days before the meeting;

(iv) accept and consider any additional written comments from affected entities until 10 days after the public meeting under Subsection (2)(a)(ii);

(v) before holding the public hearing required under Subsection (2)(a)(vi), make any modifications to the proposed annexation policy plan the planning commission considers appropriate, based on input provided at or within 10 days after the public meeting under Subsection (2)(a)(ii);

(vi) hold a public hearing on the proposed annexation policy plan;

(vii) provide reasonable public notice, including notice to each affected entity, of the public hearing required under Subsection (2)(a)(vi) at least 14 days before the date of the hearing;

(viii) make any modifications to the proposed annexation policy plan the planning commission considers appropriate, based on public input provided at the public hearing; and

(ix) submit its recommended annexation policy plan to the municipal legislative body; and

(b) the municipal legislative body shall:

(i) hold a public hearing on the annexation policy plan recommended by the planning commission;

(ii) provide reasonable notice, including notice to each affected entity, of the public hearing at least 14 days before the date of the hearing;

(iii) after the public hearing under Subsection (2)(b)(ii), make any modifications to the recommended annexation policy plan that the legislative body considers appropriate; and

(iv) adopt the recommended annexation policy plan, with or without modifications.

(3) Each annexation policy plan shall include:

(a) a map of the expansion area which may include territory located outside the county in which the municipality is located;

(b) a statement of the specific criteria that will guide the municipality's decision whether or not to grant future annexation petitions, addressing matters relevant to those criteria including:

(i) the character of the community;

(ii) the need for municipal services in developed and undeveloped unincorporated areas;

(iii) the municipality's plans for extension of municipal services;

- (iv) how the services will be financed;
- (v) an estimate of the tax consequences to residents both currently within the municipal boundaries and in the expansion area; and
- (vi) the interests of all affected entities;
- (c) justification for excluding from the expansion area any area containing urban development within 1/2 mile of the municipality's boundary; and
- (d) a statement addressing any comments made by affected entities at or within 10 days after the public meeting under Subsection (2)(a)(ii).

(4) In developing, considering, and adopting an annexation policy plan, the planning commission and municipal legislative body shall:

(a) attempt to avoid gaps between or overlaps with the expansion areas of other municipalities;

(b) consider population growth projections for the municipality and adjoining areas for the next 20 years;

(c) consider current and projected costs of infrastructure, urban services, and public facilities necessary:

(i) to facilitate full development of the area within the municipality; and

(ii) to expand the infrastructure, services, and facilities into the area being considered for inclusion in the expansion area;

(d) consider, in conjunction with the municipality's general plan, the need over the next 20 years for additional land suitable for residential, commercial, and industrial development;

(e) consider the reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in the municipality; and

(f) be guided by the principles set forth in Subsection 10-2-403(5).

(5) Within 30 days after adopting an annexation policy plan, the municipal legislative body shall submit a copy of the plan to the legislative body of each county in which any of the municipality's expansion area is located.

(6) Nothing in this chapter may be construed to prohibit or restrict two or more municipalities in specified counties from negotiating and cooperating with respect to defining each municipality's expansion area under an annexation policy plan.

Enacted by Chapter 206, 2001 General Session

Bills

Code

Keyword

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Title 10 Utah Municipal Code

Chapter 2 Incorporation, Classification, Boundaries, Consolidation, and Dissolution of Municipalities

Section 403 Annexation petition -- Requirements -- Notice required before filing.

10-2-403. Annexation petition -- Requirements -- Notice required before filing.

(1) Except as provided in Section **10-2-418**, the process to annex an unincorporated area to a municipality is initiated by a petition as provided in this section.

(2) (a) (i) Before filing a petition under Subsection (1) with respect to the proposed annexation of an area located in a county of the first class, the person or persons intending to file a petition shall:

(A) file with the city recorder or town clerk of the proposed annexing municipality a notice of intent to file a petition; and

(B) send a copy of the notice of intent to each affected entity.

(ii) Each notice of intent under Subsection (2)(a)(i) shall include an accurate map of the area that is proposed to be annexed.

(b) (i) Subject to Subsection (2)(b)(ii), the county in which the area proposed to be annexed is located shall:

(A) mail the notice described in Subsection (2)(b)(iii) to:

(I) each owner of real property located within the area proposed to be annexed; and

(II) each owner of real property located within 300 feet of the area proposed to be annexed; and

(B) send to the proposed annexing municipality a copy of the notice and a certificate indicating that the notice has been mailed as required under Subsection (2)(b)(i)(A).

(ii) The county shall mail the notice required under Subsection (2)(b)(i)(A) within 20 days after receiving from the person or persons who filed the notice of intent:

(A) a written request to mail the required notice; and

(B) payment of an amount equal to the county's expected actual cost of mailing the notice.

(iii) Each notice required under Subsection (2)(b)(i)(A) shall:

(A) be in writing;

(B) state, in bold and conspicuous terms, substantially the following:

"Attention: Your property may be affected by a proposed annexation.

Records show that you own property within an area that is intended to be included in a proposed annexation to (state the name of the proposed annexing municipality) or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether or not to sign the petition. By signing the petition, you indicate your

support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of (state the name of the proposed annexing municipality) within 30 days after (state the name of the proposed annexing municipality) receives notice that the petition has been certified.

There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting (state the name, mailing address, telephone number, and email address of the official or employee of the proposed annexing municipality designated to respond to questions about the proposed annexation), (state the name, mailing address, telephone number, and email address of the county official or employee designated to respond to questions about the proposed annexation), or (state the name, mailing address, telephone number, and email address of the person who filed the notice of intent under Subsection (2)(a)(i)(A), or, if more than one person filed the notice of intent, one of those persons). Once filed, the annexation petition will be available for inspection and copying at the office of (state the name of the proposed annexing municipality) located at (state the address of the municipal offices of the proposed annexing municipality)."; and

(C) be accompanied by an accurate map identifying the area proposed for annexation.

(iv) A county may not mail with the notice required under Subsection (2)(b)(i)(A) any other information or materials related or unrelated to the proposed annexation.

(c) (i) After receiving the certificate from the county as provided in Subsection (2)(b)(i)(B), the proposed annexing municipality shall, upon request from the person or persons who filed the notice of intent under Subsection (2)(a)(i)(A), provide an annexation petition for the annexation proposed in the notice of intent.

(ii) An annexation petition provided by the proposed annexing municipality may be duplicated for circulation for signatures.

(3) Each petition under Subsection (1) shall:

(a) be filed with the city recorder or town clerk, as the case may be, of the proposed annexing municipality;

(b) contain the signatures of:

(i) the owners of private real property that:

(A) is located within the area proposed for annexation;

(B) (I) subject to Subsection (3)(b)(i)(B)(II), covers a majority of the private land area within the area proposed for annexation; and

(II) covers 100% of the private land area within the area proposed for annexation, if the area is within:

(Aa) an agriculture protection area created under Title 17, Chapter 41, Agriculture and Industrial Protection Areas; or

(Bb) a migratory bird production area created under Title 23, Chapter 28, Migratory Bird Production Area; and

(C) is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; or

(ii) if all the real property within the area proposed for annexation is owned by a public entity other than the federal government, the owner of all the publicly owned real property;

(c) if the petition proposes the annexation of an area located within a township, explain that if the annexation petition is granted, the area will also be withdrawn from the township;

(d) be accompanied by:

(i) an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation; and

(ii) a copy of the notice sent to affected entities as required under Subsection (2)(a)(i)(B) and a list of the affected entities to which notice was sent;

(e) if the area proposed to be annexed is located in a county of the first class, contain on each signature page a notice in bold and conspicuous terms that states substantially the following:

"Notice:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of (state the name of the proposed annexing municipality). If you choose to withdraw your signature, you shall do so no later than 30 days after (state the name of the proposed annexing municipality) receives notice that the petition has been certified.";

(f) if the petition proposes the annexation of an area located in a county that is not the county in which the proposed annexing municipality is located, be accompanied by a copy of the resolution, required under Subsection **10-2-402(6)**, of the legislative body of the county in which the area is located; and

(g) designate up to five of the signers of the petition as sponsors, one of whom shall be designated as the contact sponsor, and indicate the mailing address of each sponsor.

(4) A petition under Subsection (1) may not propose the annexation of all or part of an area proposed for annexation to a municipality in a previously filed petition that has not been denied, rejected, or granted.

(5) A petition under Subsection (1) proposing the annexation of an area located in a county of the first class may not propose the annexation of an area that includes some or all of an area proposed to be incorporated in a request for a feasibility study under Section **10-2-103** or a petition under Section **10-2-125** if:

(a) the request or petition was filed before the filing of the annexation petition; and

(b) the request, a petition under Section **10-2-109** based on that request, or a petition under Section **10-2-125** is still pending on the date the annexation petition is filed.

(6) If practicable and feasible, the boundaries of an area proposed for annexation shall be drawn:

(a) along the boundaries of existing local districts and special service districts for sewer, water, and other services, along the **boundaries of school districts whose boundaries follow city boundaries** or school districts adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities;

(b) **to eliminate islands and peninsulas of territory that is not receiving municipal-type services;**

(c) **to facilitate the consolidation of overlapping functions of local government;**

(d) **to promote the efficient delivery of services; and**

(e) **to encourage the equitable distribution of community resources and obligations.**

(7) On the date of filing, the petition sponsors shall deliver or mail a copy of the petition to:

(a) the clerk of the county in which the area proposed for annexation is located; and

(b) if any of the area proposed for annexation is within a township:

(i) the legislative body of the county in which the township is located; and

(ii) the chair of the township planning commission.

(8) A property owner who signs an annexation petition proposing to annex an area located in a county of the first class may withdraw the owner's signature by filing a written withdrawal, signed by the property owner, with the city recorder or town clerk no later than 30 days after the municipal legislative body's receipt of the notice of certification under Subsection **10-2-405(2)(c)(i)**.

Amended by Chapter 378, 2010 General Session



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PO Box 145115
Salt Lake City,
Utah 84114
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Fax: (801) 326-
1475

350 North
State, Suite 350
PO Box 145030
Salt Lake City,
Utah 84114
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10-2-407. Protest to annexation petition -- Township planning commission recommendation -- Petition requirements -- Disposition of petition if no protest filed.

(1) (a) A protest to an annexation petition under Section 10-2-403 may be filed by:

(i) **the legislative body or governing board of an affected entity;** or
(ii) for a proposed annexation of an area within a county of the first class, the owners of private real property that:
(A) is located in the unincorporated area within 1/2 mile of the area proposed for annexation;

(B) covers at least 25% of the private land area located in the unincorporated area within 1/2 mile of the area proposed for annexation; and

(C) is equal in value to at least 15% of all real property located in the unincorporated area within 1/2 mile of the area proposed for annexation.

(b) (i) A planning commission of a township located in a county of the first class may recommend to the legislative body of the county in which the township is located that the county legislative body file a protest against a proposed annexation under this part of an area located within the township.

(ii) (A) The township planning commission shall communicate each recommendation under Subsection (1)(b)(i) in writing to the county legislative body within 30 days after the city recorder or town clerk's certification of the annexation petition under Subsection 10-2-405(2) (c)(i).

(B) At the time the recommendation is communicated to the county legislative body under Subsection (1)(b)(ii)(A), the township planning commission shall mail or deliver a copy of the recommendation to the legislative body of the proposed annexing municipality and to the contact sponsor.

(2) (a) Each protest under Subsection (1)(a) shall:

(i) be filed:

(A) no later than 30 days after the municipal legislative body's receipt of the notice of certification under Subsection 10-2-405(2)(c)(i); and

(B) (I) in a county that has already created a commission under Section 10-2-409, with the commission; or

(II) in a county that has not yet created a commission under Section 10-2-409, with the clerk of the county in which the area proposed for annexation is located;

(ii) **state each reason for the protest of the annexation petition and, if the area proposed to be annexed is located in a specified county, justification for the protest under the standards established in this chapter;**

(iii) if the area proposed to be annexed is located in a specified county, contain other information that the commission by rule requires or that the party filing the protest considers pertinent; and

(iv) the name and address of a contact person who is to receive notices sent by the commission with respect to the protest proceedings.

(b) **The party filing a protest under this section shall on the same date deliver or mail a copy of the protest to the city recorder or town clerk of the proposed annexing municipality.**

(c) Each clerk who receives a protest under Subsection (2)(a)(i)(B)(II) shall:

- (i) immediately notify the county legislative body of the protest; and
- (ii) deliver the protest to the boundary commission within five days after:
 - (A) receipt of the protest, if the boundary commission has previously been created; or
 - (B) creation of the boundary commission under Subsection 10-2-409(1)(b), if the boundary commission has not previously been created.
- (d) Each protest of a proposed annexation of an area located in a county of the first class under Subsection (1)(a)(ii) shall, in addition to the requirements of Subsections (2)(a) and (b):
 - (i) indicate the typed or printed name and current residence address of each owner signing the protest; and
 - (ii) designate one of the signers of the protest as the contact person and state the mailing address of the contact person.
- (3) (a) (i) If a protest is filed under this section:
 - (A) the municipal legislative body may, at its next regular meeting after expiration of the deadline under Subsection (2)(a)(i)(A), deny the annexation petition; or
 - (B) if the municipal legislative body does not deny the annexation petition under Subsection (3)(a)(i)(A), the municipal legislative body may take no further action on the annexation petition until after receipt of the commission's notice of its decision on the protest under Section 10-2-416.
- (ii) If a municipal legislative body denies an annexation petition under Subsection (3)(a)(i)(A), the municipal legislative body shall, within five days after the denial, send notice of the denial in writing to:
 - (A) the contact sponsor of the annexation petition;
 - (B) the commission;
 - (C) each entity that filed a protest;
 - (D) if a protest was filed under Subsection (1)(a)(ii) for a proposed annexation of an area located in a county of the first class, the contact person; and
 - (E) if any of the area proposed for annexation is within a township, the legislative body of the county in which the township is located.
- (b) (i) If no timely protest is filed under this section, the municipal legislative body may, subject to Subsection (3)(b)(ii), approve the petition.
- (ii) Before approving an annexation petition under Subsection (3)(b)(i), the municipal legislative body shall:
 - (A) hold a public hearing; and
 - (B) at least seven days before the public hearing under Subsection (3)(b)(ii)(A):
 - (I) (Aa) publish notice of the hearing in a newspaper of general circulation within the municipality and the area proposed for annexation; or
 - (Bb) if there is no newspaper of general circulation in those areas, post written notices of the hearing in conspicuous places within those areas that are most likely to give notice to residents within those areas; and
 - (II) publish notice of the hearing on the Utah Public Notice Website created in Section 63F-1-701.
- (iii) Within 10 days after approving an annexation under Subsection (3)(b)(i) of an area that is partly or entirely within a township, the municipal legislative body shall send notice of the approval to the legislative body of the county in which the township is

located.

Amended by Chapter 90, 2010 General Session
Amended by Chapter 218, 2010 General Session

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Title 10 Utah Municipal Code

Chapter 2 Incorporation, Classification, **Boundaries, Consolidation, and Dissolution of Municipalities**

Section 415 Public hearing -- Notice.

10-2-415. Public hearing -- Notice.

(1) (a) (i) If the results of the feasibility study or supplemental feasibility study meet the requirements of Subsection **10-2-416(3)** with respect to a proposed annexation of an area located in a county of the first class, the commission shall hold a public hearing within 30 days of receipt of the feasibility study or supplemental feasibility study results.

(ii) At the hearing under Subsection (1)(a)(i), the commission shall:

(A) require the feasibility consultant to present the results of the feasibility study and, if applicable, the supplemental feasibility study;

(B) allow those present to ask questions of the feasibility consultant regarding the study results; and

(C) allow those present to speak to the issue of annexation.

(iii) (A) The commission shall:

(I) publish notice of each hearing under Subsection (1)(a)(i):

(Aa) at least once a week for two successive weeks in a newspaper of general circulation within the area proposed for annexation, the surrounding 1/2 mile of unincorporated area, and the proposed annexing municipality; and

(Bb) on the Utah Public Notice Website created in Section **63F-1-701**, for two weeks; and

(II) send written notice of the hearing to the municipal legislative body of the proposed annexing municipality, the contact sponsor on the annexation petition, each entity that filed a protest, and, if a protest was filed under Subsection **10-2-407(1)(a)(ii)**, the contact person.

(B) In accordance with Subsection (1)(a)(iii)(A)(I)(Aa), if there is no newspaper of general circulation within the areas described in Subsection (1)(a)(iii)(A)(I)(Aa), the commission shall give the notice required under that subsection by posting notices, at least seven days before the hearing, in conspicuous places within those areas that are most likely to give notice of the hearing to the residents of those areas.

(C) The notice under Subsections (1)(a)(iii)(A) and (B) shall include the feasibility study summary under Subsection **10-2-413(2)(b)** and shall indicate that a full copy of the study is available for inspection and copying at the office of the commission.

(b) (i) Within 30 days after the time under Subsection **10-2-407(2)** for filing a protest has expired with respect to a proposed annexation of an area located in a specified county, the boundary commission shall hold a hearing on all protests that were filed with respect to the proposed annexation.

(ii) (A) At least 14 days before the date of each hearing under Subsection (1)(b)(i), the commission chair shall cause notice of the hearing to be published in a newspaper of general circulation within the area proposed for annexation.

(B) Each notice under Subsection (1)(b)(ii)(A) shall:

(I) state the date, time, and place of the hearing;

(II) briefly summarize the nature of the protest; and

(III) state that a copy of the protest is on file at the commission's office.

(iii) The commission may continue a hearing under Subsection (1)(b)(i) from time to time, but no continued hearing may be held later than 60 days after the original hearing date.

(iv) In considering protests, the commission shall consider whether the proposed annexation:

(A) complies with the requirements of Sections **10-2-402** and **10-2-403** and the annexation policy plan of the proposed annexing municipality;

(B) conflicts with the annexation policy plan of another municipality; and

(C) if the proposed annexation includes urban development, will have an adverse tax consequence on the remaining unincorporated area of the county.

(2) (a) The commission shall record each hearing under this section by electronic means.

(b) A transcription of the recording under Subsection (2)(a), the feasibility study, if applicable, information received at the hearing, and the written decision of the commission shall constitute the record of the hearing.

Amended by Chapter 90, 2010 General Session

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Title 10 Utah Municipal Code

Chapter 2 Incorporation, Classification, Boundaries, Consolidation, and Dissolution of Municipalities

Section 416 Commission decision -- Time limit -- Limitation on approval of annexation.

10-2-416. Commission decision -- Time limit -- Limitation on approval of annexation.

(1) Subject to Subsection (3), after the public hearing under Subsection **10-2-415**(1) the boundary commission may:

(a) approve the proposed annexation, either with or without conditions;

(b) make minor modifications to the proposed annexation and approve it, either with or without conditions; or

(c) disapprove the proposed annexation.

(2) The commission shall issue a written decision on the proposed annexation within 30 days after the conclusion of the hearing under Section **10-2-415** and shall send a copy of the decision to:

(a) the legislative body of the county in which the area proposed for annexation is located;

(b) the legislative body of the proposed annexing municipality;

(c) the contact person on the annexation petition;

(d) the contact person of each entity that filed a protest; and

(e) if a protest was filed under Subsection **10-2-407**(1)(a)(ii) with respect to a proposed annexation of an area located in a county of the first class, the contact person designated in the protest.

(3) Except for an annexation for which a feasibility study may not be required under Subsection **10-2-413**(1)(b), the commission may not approve a proposed annexation of an area located within a county of the first class unless the results of the feasibility study under Section **10-2-413** show that the average annual amount under Subsection **10-2-413**(3)(a)(ix) does not exceed the average annual amount under Subsection **10-2-413**(3)(a)(viii) by more than 5%.

Amended by Chapter 206, 2001 General Session

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INTERLOCAL AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into effective as of the 18 day of November 2008, by and between the **City of South Ogden, Utah**, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter referred to as "South Ogden"), and the city of **Washington Terrace, Utah**, a municipal corporation organized and existing under the laws of the State of Utah (hereinafter referred to as "Washington Terrace"). This Agreement collectively refers South Ogden and Washington Terrace collectively as the "Parties" or the "Cities".

WITNESSETH:

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, Washington Terrace owns and operates a sanitary sewer, a storm drain system, and roadway system;

WHEREAS, Washington Terrace is willing to provide sanitary sewer, storm drainage service, and maintain a public road to the property owned by Weber County School District (consisting of approximately 24.72 acres) for the purposes of servicing the new South Jr. High identified in Exhibit "A" as "School Property", located within the South Ogden;

WHEREAS, South Ogden owns and operates a sanitary sewer and a storm drain system;

WHEREAS, South Ogden is willing to provide sanitary sewer and storm drainage service to the property owned by Douglas Stephens (consisting of approximately 13 acres) identified in Exhibit "A" as "Private Property" for the purpose of serving future development located within the Washington Terrace;

WHEREAS, Washington Terrace and South Ogden desire to enter into this Agreement to specify the responsibilities of each City;

WHEREAS, Washington Terrace and South Ogden find that mutual benefit and cost effective government can be achieved through this Agreement for the services entailed herein;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

Section 1. Purpose.

The purpose of this Agreement is to outline the responsibilities of each City in providing sanitary sewer and storm drainage services to the other.

Section 2. School District Property.

The Parties hereby agree as follows relating to providing service to the School District Property:

1. **Sewer.** Washington Terrace agrees to provide sanitary sewer service to the School District Property identified on Exhibit "A" by furnishing a sewer collection line and associated system in accordance with the Public Works Standards and Technical Specifications of Washington Terrace City.
2. **Storm Water.** Washington Terrace agrees to provide storm water service to the School District Property identified on Exhibit "A" by furnishing a storm water line in accordance with the Public Works Standards and Technical Specifications of Washington Terrace City.
3. **Public Road.** Washington Terrace agrees to maintain the public roadway servicing the School District Property identified on Exhibit "A" by accepting the public improvements on the right-of-way of such roadway after completion of the improvement by the School District in accordance with the Public Works Standards and Technical Specifications of Washington Terrace City and the completion of Section 9 . Term of Effectiveness.
4. **Culinary Water.** South Ogden agrees to provide culinary water service to the School District Property identified on Exhibit "A" by furnishing culinary water and the associated system in accordance with the Public Works Standards and Technical Specifications of South Ogden City.

Section 3. Private Property.

5. **Sewer.** South Ogden agrees to provide sanitary sewer service to the Private Property identified in Exhibit "A" by allowing developer to construct at developer's expense a sewer collection pipe and the associated sewer system to in accordance with the Public Works Standards and Technical Specifications of Washington Terrace City. Said system shall be constructed to and connect with Washington Terrace's sanitary sewer system with Washington Terrace maintaining said sewer system until the point it connects to South Ogden's sanitary sewer system. At the point of connection to the South Ogden system, South Ogden shall be responsible for the transmission of said sewer to the Central Weber Sewer Improvement District or its successor treatment organization. The area to be developed shall consist of single family homes or similar type development for outflow calculations.
6. **Storm Water.** South Ogden agrees to provide storm sewer services to the Private Property, presently owned by Douglas B. Stephens, sufficient to accommodate future development of said Private Property identified in Exhibit "A". The developer shall be allowed to construct at developer's expense a storm water collection pipe and the associated storm water system to transmit storm water in accordance with the Public Works Standards and Technical Specifications of Washington Terrace City. Said system shall be constructed to and connect with Washington Terrace's storm water system with Washington Terrace maintaining said storm water system until the point it connects to South Ogden's storm water system. At the point of connection to the South Ogden system, South Ogden shall be responsible for the discharge of said storm water.

7. **Discharge and Limitation.** Washington Terrace agrees to accept the discharge of sanitary sewer and storm water from the School District for the Junior High into Washington Terrace's sanitary sewer system and storm water system. This Agreement is limited to and based upon Washington Terrace accepting a maximum sanitary sewer and storm water system capacity for the school property in a continued use as a school.

South Ogden agrees to accept the discharge of sanitary sewer from the Private Property into South Ogden's sanitary sewer system and storm water system. This Agreement is limited to and based upon South Ogden's accepting a maximum sanitary sewer and storm water system capacity for approximately 13 acres.

Section 4. Service Provisions.

The Parties hereby agree as follows relating to providing service provisions:

1. **Responsibilities of South Ogden.** South Ogden agrees to accept sanitary sewer and storm water drainage from Washington Terrace for discharge into South Ogden's sanitary sewer and storm drain system. South Ogden will own and be responsible for the installation and maintenance of all infrastructure within its own systems.
2. **Responsibilities of Washington Terrace.** Washington Terrace agrees to accept sanitary sewer and storm water drainage from South Ogden for discharge into Washington Terrace's sanitary sewer and storm drain system. Washington Terrace will own and be responsible for the installation and maintenance of all infrastructure within its own systems.
3. **Discharge.** Any Party accepting storm water discharge agrees to be responsible for the lawful and proper discharge and disposal of the same, holding the other harmless.

Section 5. Billing and Collection.

This Agreement shall not be construed to affect service fees for sanitary sewer and/or storm water, nor affect any other related fee imposed by either City for service provided by their respective systems. Washington Terrace shall collect monthly sanitary sewer and storm water fees from School and Private Property at the rate charged for connections of similar types with no out of system differential costs. Washington Terrace and South Ogden shall determine a fee structure for the Private Property that will reimburse system impacts in both Cities while keeping rates consistent with then applicable rates within the Cities. These fees shall not include an out of service area differential.

The fees shall be payable from Washington Terrace to South Ogden annually based on the proportionate rate charged for like sanitary sewer and storm water fees within the respective Cities. The rate payable to South Ogden City shall be calculated based on the number of connections within the Private Property as a percentage of the total number of units connected to the outflow line. This proportionate share shall then be calculated based on the replacement cost of the outflow line from the point where the Private Property connection occurs and shall only include the cost of sanitary sewer and storm drain infrastructure that is used to transmit Private Property discharge. At the time of connection the outflow line owned and operated by South Ogden shall be measured and the fees calculated at that point. Other factors to be included in the calculation shall include the projected replacement life of the outflow line based on the then expected life and replacement cost of said outflow line.

Section 6. Ownership of Improvements.

Ownership and operation of system improvements is as follows:

1. South Ogden shall not have any ownership interest in Washington Terrace's sanitary system.
2. Washington Terrace shall be responsible for owning, operating, and maintaining its system prior to the point of connection and is responsible for owning, operating, and maintaining the system servicing the Private Property in Exhibit "A" prior to the point of connection.
3. Washington Terrace shall not have any ownership interest in, or maintenance responsibilities for, any portion of the storm sewer system prior to the point of connection to South Ogden storm sewer system.

Section 7. Fees.

Each City shall be responsible for any fees that may be incurred through development in their respective City. Each City reserves the right to collect any additional fees associated with services they provide to any party based on the impact to their system and applicable laws and fees at the time of development.

Washington Terrace shall be responsible to collect impact fees for sanitary sewer and storm water from the School property. South Ogden City will be responsible to collect impact fees for sanitary sewer and storm water from Private Property owner.

Section 8. Cooperation.

Both Cities agree to cooperate in an effort to accommodate the other to effectuate this Agreement, including, but not limited to, granting of any necessary easements, right of ways, access, planning, coordination, and future negotiations as may be necessary for the same.

Section 9. Term and Effectiveness.

This Agreement is effective for the maximum term of an interlocal agreement as authorized by the state law in effect at the time this Agreement was entered, being fifty (50) years. This Agreement is only effective upon annexation of the School District Property be into the corporate limits of South Ogden and upon the annexation of the 14.06 acres into the corporate limits of Washington Terrace.

Section 10. Notices.

All notices for the purpose of this Agreement and other communication shall be made in writing and shall be deemed received given in the following circumstances: (i) when personally delivered; (ii) after three (3) business days from being deposited in the United States Mail, postage prepaid; (iii) the next business day after being deposited with a recognized overnight mail courier delivery service; or (iv) when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. Also, notice shall be properly addressed to the representative designated below. A party may change its address and designee officer for notice purposes by giving the other party notice of such change. The City Manager of each respective City shall have the authority to issue all notices in relation to this Agreement.

If to South Ogden:

Scott Darrington, City Manager

City of South Ogden
3950 S. Adams Ave
South Ogden, Utah 84403
Phone: (801) 622-2700
Facsimile: (801) 622-2713

If to Washington Terrace:

Mark Christensen, City Manager
City of Washington Terrace
5249 S. South Pointe Drive
Washington Terrace, UT 84405
Phone: (801)393-8681
Facsimile: (801)393-1921

Section 11. No Third Party Beneficiaries.

The existence of this Agreement shall not constitute or establish any right of any third party.

Section 12. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each party represents to the other that it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter into this Agreement and undertake all necessary actions to execute this Agreement and has the legal authority to enter into this Agreement and undertake all obligations imposed on it.

Section 13. Applicable Law.

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Utah.

Section 14. Counterparts.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document. A facsimile version of any signature hereto shall be deemed an original for all purposes.

Section 15. Severability.

This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof should be deemed unenforceable by a court of competent jurisdiction, the remaining provision shall remain enforceable, but only to the extent that each party to this Agreement receives the material benefit of their bargain

Section 16. Headings.

The headings inserted at the beginning of each Section are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each Section.

Section 17. Remedies and Waiver.

Any remedies that may be contained or implied in this Agreement are non-exclusive and the election or waiver of any remedy contained in this Agreement or existing at law or in equity shall not be deemed to preclude the election of any other remedy available under this Agreement or at law or in equity with respect to the same matter. The waiver by any party of a breach of any provision, agreement or covenant of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision, agreement or covenant by such other party.

Section 18. Assignment.

This Agreement shall not be assigned by either party without the prior written consent of the other party hereto.

Section 19. Filing.

A copy of this interlocal agreement may be filed with the City Recorder of each respective City.

Section 20. Entire Agreement and Modification.

This Agreement contains the entire agreement of the parties and no representations, inducements, promises or other agreements, oral, written or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties whose rights, as set forth in this Agreement, pertain thereto.

Section 21. Indemnification.

Each party to this Agreement shall defend, indemnify and hold harmless the other party from and against any and all claims, demands, damages, fines, fees, costs, attorneys fees and suits ("Claims") of whatever kind and nature which are related to or flow from said party's performance of, or failure to perform, this Agreement and the respective parties' obligation thereto, as well as ownership and maintenance responsibilities of the respective sewer and storm drain lines as set forth within this Agreement. Furthermore, unless otherwise stated herein, South Ogden agrees to indemnify, defend and hold harmless Washington Terrace from any and all such same Claims which may be related to or flow from the discharge and disposal of the storm drain line. This is not intended to, nor does it exonerate Washington Terrace from any liability that may result from an act or occurrence in, on or to the Washington Terrace storm sewer line, above or outside of any of the modifications or changes contemplated as a part of this agreement. Washington Terrace would be solely responsible for any damages that may result from any incidents that arise on its property and outside from those storm sewer sections made a part of this agreement but that might eventually flow into the South Ogden storm sewer sections. In such case, Washington Terrace would indemnify, defend and hold harmless South Ogden City from any and all such claims which arise outside of the line portions contemplated as a part of this agreement, that may eventually flow or discharge into the South Ogden storm sewer line. This indemnification is hereby reciprocal from South Ogden City to Washington Terrace with respect to the Sewer line. South Ogden City will make all best efforts to obtain an indemnification,

waiver and hold harmless agreement from the owner of the property onto which the storm drain line is expected to discharge. Said agreement shall benefit both South Ogden and Washington Terrace and shall bind the owner's heirs, successors and assigns and shall be recorded against said property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

City of South Ogden, Utah
By: [Signature]
George Garwood, Mayor



ATTEST:
[Signature]
City Clerk

APPROVED AS TO FORM
for the use and reliance of South Ogden City.
_____, 2008

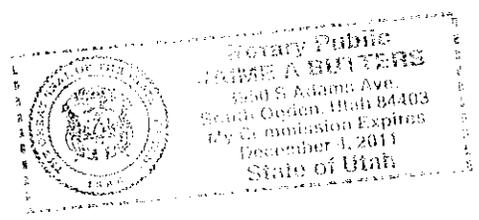
[Signature]
South Ogden, City Attorney
South Ogden, Utah

STATE OF UTAH }
COUNTY OF WEBER }

PERSONALLY APPEARED before me, the undersigned authority, South Ogden City by and through George Garwood and Dana Pollard, personally known to me, and known by me to be the Mayor and South Ogden City Clerk, respectively, and acknowledged before me that they executed the foregoing instrument on behalf of the **City of South Ogden, Utah**, as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this 3 day of December, 2008.

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/4/2011



City of Washington Terrace, Utah

By: Mark C. Allen
Mark C. Allen, Mayor

Date: 11-18-08

ATTEST:

By: Amy Rodriguez
Amy Rodriguez, City Clerk

Date: 11-18-08

STATE OF UTAH }

COUNTY OF WEBER }

PERSONALLY APPEARED before me, the undersigned authority, Mark C. Allen and Amy Rodriguez, personally known to me, and known by me to be the Mayor and City Clerk of the City of Washington Terrace, Utah, respectively, and acknowledged before me that they executed the foregoing instrument on behalf of the **City of Washington Terrace, Utah**, as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this 19 day of November, 2008.

Laura T Gamon
NOTARY PUBLIC
My Commission Expires:



APPROVED AS TO FORM
for the use and reliance of the City of
Washington Terrace.
November 25, 2008

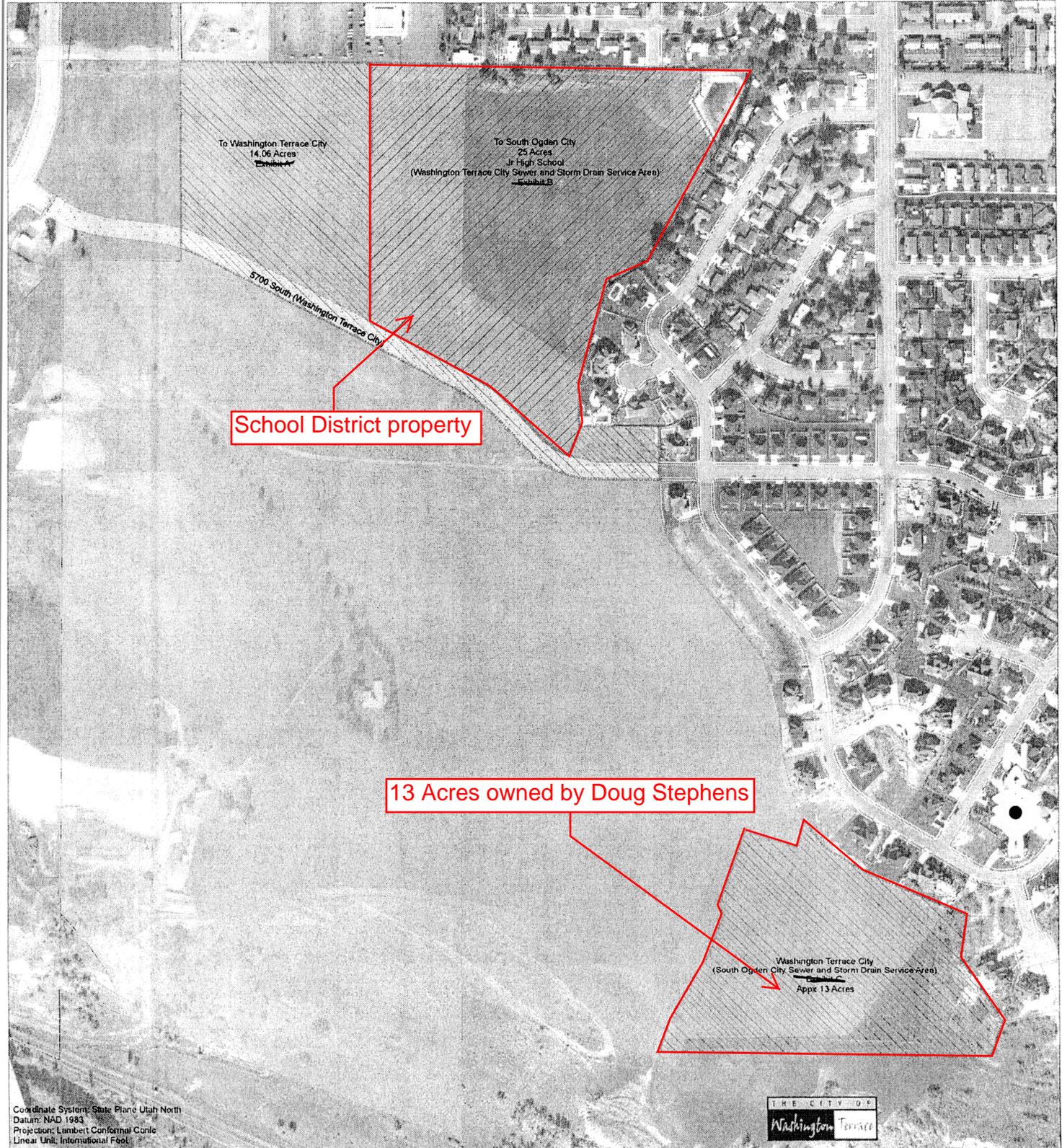
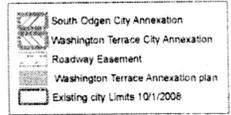
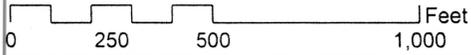
William Morris
Washington Terrace City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION (Overview Map)

Annexation Interlocal Agreement South Ogden City, Washington Terrace City - October 2008

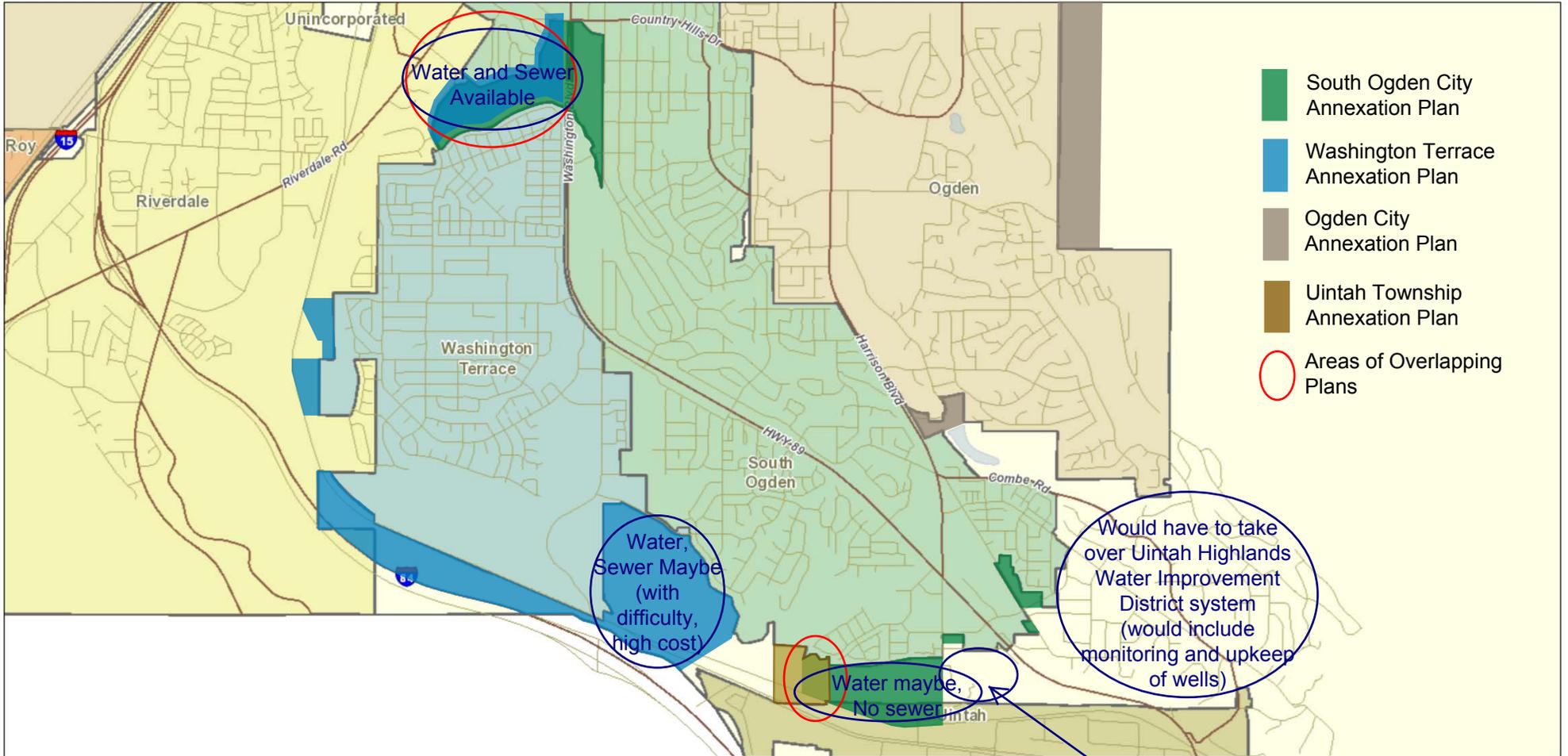
Data Source: Street Center GIS, Carlson Engineering, and City of South Ogden
The areas shown in this exhibit are not exact; they merely represent best fit



Coordinate System: State Plane Utah North
Datum: NAD 1983
Projection: Lambert Conformal Conic
Linear Unit: International Foot



Annexation Plans



- South Ogden City Annexation Plan
- Washington Terrace Annexation Plan
- Ogden City Annexation Plan
- Uintah Township Annexation Plan
- Areas of Overlapping Plans

February 12, 2014
 Major Roads Labels
 City Labels

No water,
 Sewer on top
 of hill costly,
 no sewer
 down hill

