



CITY COUNCIL WORK SESSION AND SPECIAL MEETING

AUGUST 06, 2024 AT 6:00 PM

515 E 2600 N | NORTH OGDEN, UT 84414

AGENDA

PUBLIC CAN ATTEND:

In-person OR: Click the link to join the Webinar: <https://us02web.zoom.us/j/83788535009>

Webinar ID: 837 8853 5009

Telephone Dial: 1 346 248 7799 or 1 669 900 9128 or 1 253 215 8782

YouTube: <https://www.youtube.com/@northogdencity7620>

Welcome: Mayor Berube

Invocation/Thought & Pledge of Allegiance: Council Member Dalpias

CONSENT AGENDA

1. Call for Conflict of Interest Disclosure
- [2.](#) Discussion and/or action to approve the July 9, 2024, City Council Meeting Minutes
- [3.](#) Discussion and/or action on the final acceptance of White Rock Subdivision Phase 1
Presenter: City Engineer Eric Casperson
- [4.](#) Discussion and/or action on the final acceptance of White Rock Subdivision Phase 2
Presenter: City Engineer Eric Casperson

ACTIVE AGENDA

5. Public Comments*
6. Discussion on the commercial development along 2700 North
Presenter: Mayor Berube
- [7.](#) Discussion and/or action to consider the Petition of Annexation for property located at 1661 N Washington Boulevard
Presenter: City Recorder Rian Santoro
- [8.](#) Discussion and/or action to approve the contract with Techserv for IT Services
Presenter: City Manager/Attorney Jon Call
- [9.](#) Discussion on the potential need for an ordinance regulating commercial dumpsters
Presenter: Council Member Dalpias
- [10.](#) Presentation and discussion of the North Ogden Police Department's Strategic Plan
Presenter: Chief Eynon

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda were posted within the North Ogden City limits on this 1st day of August 2024 at North Ogden City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website at <https://www.utah.gov/pmn/>, and at <http://www.northogdencity.com>. The 2024 meeting schedule was posted on 12/13/2023.
Rian Santoro, North Ogden City Recorder.

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. The Council reserves the right to enter into a closed meeting at any time in accordance with 52-4-204. In compliance with the Americans with Disabilities Act, those 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 a two-thirds vote to go into a closed meeting.

11. Council Department Reports
 - a. Council Member Dalpiaz – Police Department
 - b. Council Member Cevering – Building and Planning Departments
 - c. Council Member Barker – Parks Department
 12. Public Comments*
 13. Mayor/Council/Staff Comments
 14. 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.

NORTH OGDEN CITY COUNCIL MEETING MINUTES

July 9, 2024

The North Ogden City Council convened on July 9, 2024, at 6:00 p.m. at the North Ogden City Public Safety Building at 515 East 2600 North.

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 3, 2024.

Notice of the annual meeting schedule was posted on the bulletin board at the municipal office and posted to the Utah State Website on December 13, 2023.

Note: The time stamps indicated in blue correspond with the recording of this meeting, which can be located on YouTube: <https://www.youtube.com/channel/UCriqbePBxTucXEzRr6fclhQ/videos> or by requesting a copy of the audio file from the North Ogden City Recorder.

PRESENT:

S. Neal Berube	Mayor
Ryan Barker	Council Member
Blake Cevering	Council Member
Jay D Dalpias	Council Member
Chris Pulver	Council Member (Zoom)
Christina Watson	Council Member

STAFF PRESENT:

Jon Call	City Manager/Attorney
Rian Santoro	City Recorder
David Espinoza	Public Works Director/Assistant City Manager
Scott Hess	Community and Economic Development Director

VISITORS:

Kevin Burns	Susan Barton
Jeanette Sweet	Marc Hansen
Brenda Ashdown	Merrill Sunderland
Sandy Cochran	Susan Kilborn (Zoom)
Stefanie Casey	Genneva Blanchard

0:0:02 Mayor Berube called the meeting to order and Council Member Cevering gave the invocation and led in the Pledge of Allegiance.

CONSENT AGENDA

1. CALL FOR CONFLICT OF INTEREST DISCLOSURE

0:01:29 No conflict of interest was disclosed.

2. ACTION TO APPROVE THE JUNE 04, JUNE 11, AND THE JUNE 18, 2024, CITY COUNCIL MEETING MINUTES

Council Member Cevering motioned to approve the June 04, June 11, and June 18, 2024, City Council Meeting Minutes. Council Member Dalpias seconded the motion.

Voting on the motion:

Council Member Barker	aye
Council Member Cevering	aye
Council Member Dalpias	aye
Council Member Pulver	aye
Council Member Watson	aye

The motion passed unanimously.

3. DISCUSSION AND/OR ACTION TO CONSIDER THE FRANCHISE AGREEMENT WITH CONNEXT COMMUNICATION

0:03:14 Council Member Dalpias mentioned that there is another company working on fiber in North Ogden and suggested that City Manager/Attorney Jon Call speak with Connex about focusing on areas not yet covered by the competitor to achieve higher fiber coverage in the City. City Manager/Attorney Jon Call responded that Connex would be focusing on currently dark areas and would likely connect from Mountain Road or Skyline Drive and enter the City from the top.

Council Member Dalpias motioned to approve A9-2024, the Franchise Agreement with Connex Communication. Council Member Barker seconded the motion.

Voting on the motion:

Council Member Barker	aye
Council Member Cevering	aye
Council Member Dalpiaz	aye
Council Member Pulver	aye
Council Member Watson	aye

The motion passed unanimously.

ACTIVE AGENDA**4. PUBLIC COMMENTS**

0:05:31 Brenda Ashdown, a North Ogden City resident, shared her experience with her grandson's swimming lessons, where she initially found an issue with the class size of 11 students to one teacher. After discussing her concerns with Leisure Services Manager Justin Rasmussen, he promptly addressed the issue by ensuring two to three teachers were in the class the next day. She expressed her appreciation for his responsiveness. Brenda then raised several points for the Council to consider during their discussions. She questioned the financial planning for the Senior Center, specifically about the anticipated cessation of funds from Weber County by June or July 2025, and urged the Council to consider where the additional money would come from thereafter. Mayor Berube responded that this had already been negotiated, and they would receive more money under the new contract.

Brenda also commended the Council for moving away from the Connection Magazine and suggested a concise newsletter be included with bills, or at least made available online for those who pay bills digitally.

Regarding the amphitheater, she disagreed with the current proposals, arguing against free usage given the significant investment already made. She questioned whether the City had funded previous musicals at the amphitheater, asserting that the City should not be in the business of fronting money for such events and suggesting consistency in how funding requests are handled.

0:08:39 Stef Casey, a North Ogden City resident, requested an update on the status of donations for various projects.

She specifically inquired about the banners on Heroes Boulevard and expressed interest in knowing the amount of donations received. Stef also asked about donations for the amphitheater, recalling previous discussions about seeking contributions for lights and sound. Although she acknowledged that these needs have been covered, she wanted to know if any donations were being directed toward other projects or events.

0:09:42 Kevin Burns, a North Ogden City resident, requested an update on the Pond Park.

Mayor Berube asked that City Manager/Attorney Jon Call be prepared to report back on the inquiries addressed in the public comments.

5. **DISCUSSION AND/OR ACTION ON AN AMENDMENT TO THE PATRIOT POINTE DEVELOPMENT AGREEMENT**

0:10:37 Community and Economic Development (CED) Director Scott Hess presented an update on the development agreement for the Patriot Point subdivision, a master-planned community approved in 2019 and set to be developed in 5 phases. Phases 1 and 2 are nearly complete, except for the clubhouse, while phases 3 through 5 are yet to be subdivided and master-planned. The main focus of the discussion was a proposed change in the development agreement, which involves relocating eight residential units from phase 2 to the current clubhouse location. This adjustment is aimed at providing a clubhouse amenity specifically for the rental units in phases 1 and 2.

Scott clarified that phases 1 and 2 are rental properties owned by a single owner and have not been subdivided for sale, unlike phase 3, which will consist of 68 for-sale townhome units. Each phase will maintain its own homeowners association (HOA) responsible for their respective areas. The Council was informed that the change does not alter the total number of units, landscaping, or exterior requirements, but it does separate the clubhouse use between the phases.

Scott pointed out a potential issue with snow plowing on 150 East, where driveways close to the street might get snowed in. He mentioned that similar situations exist elsewhere in the City. He assured that there would be no net change in open space or amenities and that the developer has considered limited clubhouse access for phase 3 residents.

Council Member Delpias raised a concern about ensuring the timely completion of the clubhouse to avoid prolonged delays, similar to issues seen in other developments. Scott acknowledged this concern but noted that no timing or performance clause for the clubhouse construction was included in the current agreement.

Geneva Blanchard, representing the developer, addressed concerns about the timing for building the clubhouse in the Patriot Point subdivision. She emphasized that renters were never promised a clubhouse and that market conditions made it impractical to commit to a specific completion date. Council Member Dalpiaz raised the possibility that potential renters might have seen the clubhouse in earlier plans, but Geneva noted the difference between renting and buying, stressing that renters signed leases knowing the current amenities.

Mayor Berube expressed a desire for flexibility but emphasized the importance of including amenities to ensure the development remains competitive and occupied.

Geneva explained that adding the clubhouse's significant cost without economic feasibility would be challenging, especially as rental rates have decreased.

The discussion revealed that the original development agreement required the clubhouse to begin construction within 180 days of starting Phase 3. Geneva acknowledged this clause, although it had not been initially recalled by the developer.

Council Member Dalpiaz clarified that Phase 3 consists of 68 units designated for sale, separate from the rental units in Phases 1 and 2. Scott Hess recommended approval of the proposed changes, highlighting the current market conditions that favor selling over renting due to high building and holding costs.

Council Member Barker motioned to approve A10-2024, an amendment to the Patriot Pointe Development Agreement. Council Member Pulver seconded the motion.

Voting on the motion:

Council Member Barker	aye
Council Member Cevering	aye
Council Member Dalpiaz	aye
Council Member Pulver	aye
Council Member Watson	aye

The motion passed unanimously.

6. DISCUSSION AND/OR ACTION TO CONSIDER THE PROPOSED DEVELOPMENT AGREEMENT FOR CENTURY FARMS

0:26:07 City Manager/Attorney Jon Call updated the Council on the tentative approval of the Century Farms rezone, focusing on amendments to the existing development agreement. The current agreement allows for single-family homes on 4000 sq. ft. lots. Key issues discussed included owner-occupancy requirements and setback reductions, with proposed 15-foot setbacks on the north and west sides.

The Mayor and CED Director Scott Hess's recent meetings on affordable housing highlighted the State's recommendations, though enforcement remains challenging. The developer's donation of land for a park and financial contributions to its development was noted.

Mayor Berube reiterated the increased density was justified by the developer's contributions, linking it to a pilot program for open space in dense units.

Council Member Dalpiaz raised concerns about parking adequacy, and Jon Call responded that additional parking is planned, with restrictions to prevent long-term storage of non-operable vehicles.

Council Members supported owner occupancy to maintain but questions were raised on the feasibility of enforcing such requirements. Mayor Berube suggested deed restrictions and affidavits to ensure compliance. Council Member Barker highlighted the challenges of market-driven solutions for owner occupancy and preventing investment groups from purchasing multiple units. Council Member Dalpiaz felt comfortable with a 10% owner occupancy requirement, recognizing the developer's park contributions.

Mayor Berube summarized the Council's varied opinions on owner occupancy, which ranged from 10% to 80%. He then invited the developer to provide input on the discussed points.

0:50:29 Marc Hansen, representing the developer, discussed the design plans for rear-load townhomes, emphasizing aesthetics and functionality. Marc argued against deed restrictions on rentals, citing market preferences and investment viability.

Mayor Berube responded by highlighting statewide concerns about investor-owned properties contributing to housing shortages. He acknowledged the complexity of financing but stressed the City's role in balancing market dynamics with community needs. The Council debated the implications of rental restrictions on housing availability and developer partnerships.

Council Member Covering and others expressed concerns about community consistency and stability with high rental percentages.

Council Member Dalpiaz motioned to approve A11-2024, the proposed Development Agreement for Century Farms with a 10% owner occupancy required. The Motion died due to lack of a second.

Council Member Barker motioned to table A11-2024, the proposed Development Agreement for Century Farms pending further discussion and clarification on the Developer’s Commitments. Council Member Cevering seconded the motion.

Voting on the motion:

Council Member Barker	aye
Council Member Cevering	aye
Council Member Dalpias	aye
Council Member Pulver	aye
Council Member Watson	aye

The motion passed unanimously.

7. DISCUSSION AND/OR ACTION ON AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH WEBER HUMAN SERVICES FOR THE OPERATION OF THE NORTHVIEW SENIOR CENTER

1:07:45 City Manager/Attorney Jon Call presented to the Council an extension and amendment proposal for the Senior Center program facilitated through Weber Human Services. The proposal extends the current agreement until June 30, 2025, with amendments to cap the City's financial contribution at \$25,000 annually, down from previous expenditures of approximately \$30,000 to \$33,000. This adjustment reflects a cost-sharing initiative where Human Services will either absorb more costs or streamline operations to maintain budgetary balance.

Mayor Berube emphasized the importance of promptly submitting a Letter of Intent by July 15 to secure funding for a regional Senior Center in North Ogden. Discussions highlighted considerations for a smooth transition in management responsibilities, including the potential for North Ogden City to assume employer duties earlier than the planned July 2025 start date. Council Member Dalpias inquired about the possibility of initiating the program earlier than July 2025 if mutually agreed upon. City Manager/Attorney Jon Call affirmed that earlier implementation could be feasible with mutual consent and appropriate transition planning.

Council Member Watson motioned to approve A12-2024, an amendment to the Interlocal Cooperation Agreement with Weber Human Services for the operation of the Northview Senior Center. Council Member Cevering seconded the motion.

Voting on the motion:

Council Member Barker	aye
Council Member Cevering	aye
Council Member Dalpiaz	aye
Council Member Pulver	aye
Council Member Watson	aye

The motion passed unanimously.

8. DISCUSSION AND REVIEW OF THE DRAFT VERSION OF TITLE 9, 10, 13, AND 14 OF THE NORTH OGDEN CITY CODE

1:13:22 City Manager/Attorney Jon Call updated the Council on the ongoing comprehensive rewrite of the City Code, specifically focusing on Titles 11 and 12, which have been consolidated into a new Title 11. The revision process involves incorporating consultant-proposed and staff-suggested language amendments, along with introducing new chapters like Title 13 and Title 14. Notable changes include separating animal-related regulations into their own section for clarity.

Council Member Pulver and Mayor Berube have submitted additional suggested changes, reflecting community needs and legal clarity. The discussion highlighted specific adjustments, such as clarifying regulations around water discharge to mitigate neighbor disputes and environmental concerns.

Mayor Berube raised concerns about prioritizing delinquent payments and suggested revisiting regulations concerning the use of culinary water versus secondary water in developments. Council Member Barker shared insights from neighboring water providers, emphasizing the strict prohibition of using culinary water for secondary purposes in their jurisdictions.

City Manager/Attorney Jon Call requested a commitment from the Council to review the forthcoming 300-page document carefully and provide feedback. He outlined a timeline aiming for adoption in September, pending Council review and adjustments.

9. DISCUSSION ON THE IMPLEMENTATION OF A NORTH OGDEN CITY NEWSLETTER

1:22:35 City Manager/Attorney Jon Call initiated a discussion regarding the transition from the Connection Magazine to a new newsletter format.

He emphasized the need for input from the Council on critical components to include in the newsletter, as well as considerations on what to exclude due to limited space.

Concerns were raised about the community's transition from physical to electronic media, with the recognition that some residents still prefer hardcopy formats.

Council Member Pulver highlighted the challenge of replicating the broad reach and impact of the Connection Magazine without incurring similar costs or staffing implications. He underscored the importance of maintaining effective communication channels through platforms like social media, which have proven successful in engaging residents.

Council Member Covering suggested looking at successful digital newsletter formats from neighboring cities like Pleasant View for inspiration. They emphasized the effectiveness of concise, informative content that includes community updates, event calendars, and important notices.

Council Member Watson advocated for visually engaging content with colorful images to enhance reader appeal, proposing strategies like QR codes on bills to encourage digital newsletter subscriptions. She also suggested leveraging the City's website and social media platforms for newsletter distribution.

City Manager/Attorney Jon Call addressed concerns about the financial feasibility of printing physical copies, citing cost considerations and declining ad revenues affecting the viability of the Connection Magazine. He proposed making digital versions accessible while exploring partnerships with local businesses to provide printed copies at convenient locations like the Senior Center.

Mayor Berube supported the shift towards digital formats while acknowledging the need to accommodate residents who prefer printed materials. He suggested exploring partnerships with local businesses to distribute printed newsletters as an alternative.

The Council agreed to provide further input and review draft versions in preparation for a targeted launch by September 1st, ensuring a seamless transition from the Connection Magazine.

10. DISCUSSION AND/OR ACTION ON COSTS FOR SUMMER 2025 THEATER PRODUCTIONS AT THE BARKER PARK AMPHITHEATER

1:36:59 Council Member Watson proposed utilizing approximately \$22,500 from the RAMP community funds to support theatrical productions at the amphitheater in the summer of 2025. Council Member Watson highlighted past successful productions at the venue and emphasized community engagement and talent showcasing as key benefits. She outlined the financial model where initial City investment covers play rights and director fees, with revenues expected from ticket sales and sponsorships to offset costs.

Council Member Cevering confirmed interest from directors for a potential production of "The Addams Family" in fall 2025, underscoring community enthusiasm and sponsorship opportunities.

Mayor Berube and City Manager/Attorney Jon Call discussed financial projections and risk management, with Mayor Berube advocating for community-oriented spending of RAMP funds.

Council Members deliberated on risk tolerance and budget allocations, expressing cautious optimism based on past event successes and potential community support.

Council Member Watson motioned to approve fronting costs for the 2025 products at the amphitheater with unallocated 2024 RAMP grant funds, contingent upon potential risks where projected revenues may not meet expectations and the provision to provide a detailed summary and cost projection to the Council for ongoing monitoring of financial outcomes. Council Member Barker seconded the motion.

Voting on the motion:

Council Member Barker	aye
Council Member Cevering	aye
Council Member Dalpiaz	aye
Council Member Pulver	nay
Council Member Watson	aye

The motion passed on a 4 to 1 vote.

11. DISCUSSION AND/OR ACTION ON STRATEGIES TO ENHANCE CUSTOMER ENGAGEMENT AND INCREASE AWARENESS FOR THE BARKER PARK AMPHITHEATER

2:05:26 Council Member Watson highlighted the recent upgrades to the amphitheater's sound and lighting systems, noting the transformative impact on its appeal. Emphasis was placed on increasing usage through lower rental fees initially, possibly even offering free rentals for community events with a high deposit for damages. The goal is to familiarize more residents with the facility and encourage recurring use.

Council Member Cevering supported the idea, citing interest from local groups like piano recitals and smaller community events. Concerns were raised by Council Members about the potential financial implications and the need for clear guidelines on who qualifies for free use versus paid rentals.

City Manager/Attorney Jon Call provided cost details for rentals and noted an increase in usage this summer compared to previous years, though exact figures were not immediately available. Mayor Berube expressed interest in data on inquiries and rental trends to inform future decisions.

Council Member Barker requested more information before committing to any motion, expressing concern about ongoing financial implications and the need for sustainable revenue generation. City Manager/Attorney Jon Call agreed to gather data on current inquiries and usage trends for the amphitheater.

The item was tabled and will be revisited at a future meeting with additional information provided for consideration.

12. COUNCIL DEPARTMENT REPORTS:

a. Council Member Dalpiaz – Police Department

2:23:32 Council Member Dalpiaz provided an update on behalf of Chief Eynon regarding recent developments in the Police Department. Chief Eynon is preparing to present a comprehensive Strategic Plan to the Council at the next meeting. Additionally, the department is in the process of updating officer photos and planning for the integration of its website with the new City website. The department has recently acquired two new ballistic shields to enhance operational capabilities. Furthermore, they are actively pursuing the Utah Chiefs of Police Association (UCOPA) accreditation, with the process expected to conclude by the end of the year.

b. Council Member Cevering – Building and Planning Departments

2:24:50 Council Member Cevering announced that CED Director Scott Hess will be bringing information to the Council in August on the 12 RDA Grant Applications that were received from local businesses.

c. Council Member Barker – Parks Department

2:25:48 Council Member Barker expressed appreciation for the exceptional support provided by the Parks and Public Works Departments during a recent Cherry Days events.

He highlighted their responsiveness and efficiency, noting that they promptly fulfilled every request made by the Cherry Days Committee within five to ten minutes throughout the day. Council Member Barker emphasized that the event wouldn't have been possible without their invaluable assistance.

13. PUBLIC COMMENTS

2:26:36 City Manager/ Attorney Jon Call answered questions posed in the initial public comment period of the meeting. He mentioned that donations for lights and sound at the amphitheater were minimal, around \$100 to \$200.

Regarding Heroes Boulevard, approximately \$2,500 was received from the Brent Taylor Foundation, with additional funds spent on banners totaling \$7,500, mostly covered by the City. He discussed efforts to recover costs through community contributions for future banners. Mayor Berube clarified budget allocations and contributions from Council Members Cevering and Pulver.

Moving on to the pond project update, City Manager/Attorney Jon Call reported delays awaiting signatures and congressional support to navigate the Natural Resources Conservation Service (NRCS) funding issues during an election year. Reimbursement agreements with NRCS to manage project costs were explored. Mayor Berube highlighted challenges with NRCS funding disbursement and noted slow progress in approving similar projects nationally.

2:33:36 Sandy Cochran, a North Ogden City resident, expressed gratitude to the Council for holding developers accountable to their commitments, citing issues with promises made during the Village at Prominence Pointe development. She emphasized the importance of including all developer promises in development agreements to ensure they are upheld. Sandy also addressed concerns about owner occupancy promises made during her property purchase, which were later disregarded by subsequent developers, leading to increased rental units against initial assurances. Additionally, she inquired about rumors regarding changes at the Senior Center and noted dissatisfaction with the recent City Council Chamber window tinting efforts.

2:37:41 Brenda Ashdown, a North Ogden City resident, questioned whether the July 23rd meeting was planned despite expectations for no July meetings beyond the current one. Mayor Berube clarified that the July 23rd meeting would be canceled due to a lack of pressing matters.

Brenda then expressed concerns about the management and promotion of the amphitheater.

Brenda used an analogy about placing items on the street for free versus selling them, suggesting that offering the amphitheater for free might convey desperation.

She questioned why the City wasn't actively promoting the amphitheater through its official channels like Facebook and the website, emphasizing the need for better advertising considering the amphitheater's \$4 million investment.

Furthermore, Brenda criticized past efforts where community donations were expected but not received due to inadequate advertising by the City. She also expressed frustration with the current City website, highlighting difficulties in finding essential information like swimming lessons and baseball schedules.

2:40:41 Stef Casey, a North Ogden City resident, clarified her initial questions on the financial details related to Heroes Boulevard. She mentioned reviewing the approved budget and noted discrepancies from previous meetings. Stef recalled that on April 13, an approval of \$2,440 was made for the project, with the expectation that the remainder would be covered by private donations. However, she expressed confusion upon hearing that \$7,500 had been spent on the project, which seemed higher than anticipated. Mayor Berube responded, clarifying that the \$5,000 expenditure line item was balanced by \$5,000 in expected revenue from donations. He acknowledged that approximately \$2,500 more than anticipated had been spent by the City, which was intended to be covered by private donations according to last year's budget discussions.

2:43:07 Merrill Sunderland, a North Ogden City resident, expressed appreciation for the Mayor and City Council's dedication, acknowledging their long hours of service to the community. Merrill cautioned against using personal family anecdotes when making decisions that affect the broader community, emphasizing the importance of considering impacts that extend beyond individual cases.

He also raised questions about the effectiveness of the City newsletter, seeking insights into practices from other cities to understand what methods have proven successful.

Concerning the amphitheater, Merrill advised prudence in spending, suggesting a thorough assessment of risks before committing funds to initiatives aimed at increasing its utilization.

Additionally, Merrill queried about the location of the recycle dumpsters. Mayor Berube explained their relocation was due to non-compliance issues to the Green Waste Pit for better control and management by the City.

2:47:44 Jeanette Sweet, a North Ogden City resident, raised concerns regarding the management and authority of the Senior Center by Weber Human Services. She questioned the extent of control Weber Human Services has over operations beyond what is outlined in their contract.

Jeanette noted instances where decisions, such as removing exercise equipment and canceling activities, seemed to exceed their specified responsibilities.

She sought clarification on whether such decisions were within the purview of the Board of Trustees or dictated by Weber Human Services.

Mayor Berube responded, explaining that while North Ogden City owns the Senior Center building, Weber Human Services employs the staff and oversees operations as part of a contractual arrangement. He acknowledged that federal funding requirements dictate certain guidelines Weber Human Services must follow, which influence their decision-making. Mayor Berube also mentioned ongoing discussions with Weber Human Services to clarify their authority and operational boundaries within the Senior Center. Council Members and City Officials further discussed efforts to maintain Senior Center activities, including exploring options for reopening on Thursday and Saturday nights, emphasizing the role of volunteers in continuing activities despite staffing challenges, and aiming to ensure ongoing community engagement at the Senior Center.

2:54:08 Susan Kilborn, a North Ogden City resident, praised the success of Cherry Days and expressed gratitude to all participants, especially those who work tirelessly behind the scenes without seeking recognition. She emphasized the essential role played by these individuals in making Cherry Days a success.

Shifting to a different topic, Susan questioned whether all residents receive their utility bills via mail and suggested utilizing the back side of City utility bills for important information. It was explained to Susan by City Manager/Attorney Jon Call that using the back of the bills was not feasible due to contractual constraints with the billing service.

14. MAYOR/COUNCIL/STAFF COMMENTS

2:57:37 Public Works Director/Assistant City Manager Dave Espinoza brought up the issue of replacing an aging lift truck for North Ogden City, highlighting that efforts to find a vendor or build a new truck were unsuccessful. However, a vendor offered a new lift truck that had been previously considered but not ordered. The cost of the truck is \$230,000, and financing options ranging from 3 to 6 years were presented. Dave emphasized the truck's critical role despite low mileage, citing safety concerns with the current aging truck and its frequent need for repairs.

Mayor Berube inquired about the cost and suggested consulting with Finance Director Jamie Jones to understand the budget implications and financing details.

Council Members expressed concerns about the truck's safety and its multiple uses across various departments, including streetlights and park maintenance. There was consensus on the importance of informing the public about the truck's necessity and usage.

The discussion concluded with plans to gather more information promptly and review budget priorities to accommodate the potential cost increase.

3:02:47 City Manager/Attorney Jon Call addressed upcoming legislative changes related to homebuilders seeking increased density without local City oversight. He expressed concerns that this legislation might lock cities into current zoning codes and general plans for an extended period. Jon emphasized the importance of reviewing any zoning variations or concerns, especially related to subdivisions, before the end of the year. He suggested that legislative changes could retroactively affect zoning codes effective from January 1 or possibly earlier, potentially impacting existing City regulations.

3:03:57 Mayor Berube highlighted concerns about upcoming legislative changes that could impact local zoning control, particularly regarding density regulations enforced by the State. He emphasized that Weber County faces challenges due to varying levels of density in its cities, some with large lots, which affects compliance with State standards. Mayor Berube addressed sidewalk maintenance, noting the insurance concerns about cities lacking formal sidewalk plans. Plans are being made to work on a program to identify and gradually address sidewalk issues, with a proposed budget allocation of \$100,000 for repairs.

Mayor Berube praised the Cherry Days' success while calling for transparency in financial reporting. He requested a detailed budget report showing funds raised and expenditures across different activities. Additionally, he stressed the importance of clear communication from City committees, ensuring that roles and responsibilities are accurately portrayed to avoid confusion and unnecessary City involvement. Finally, Mayor Berube urged Council Members to follow up on issues within their responsibilities and provide updates during Council meetings. He suggested maintaining a list of follow-up actions with assistance from the City staff to facilitate efficient reporting and discussion.

3:09:33 Council Member Dalpiaz expressed gratitude to the Council for their collective efforts during Cherry Days. He acknowledged the contributions of various members, highlighting Council Member Barker and his wife's booth assistance, Council Member Pulver's dedicated hours selling event merchandise, and Council Member Watson's involvement in supporting the 5k, parade, and Youth Council activities. He emphasized that their participation helped unite the Council during the event. Looking ahead to future celebrations, Council Member Dalpiaz noted that planning for next year's Cherry Days, which coincides with July 4th on a Friday, should start early to accommodate potential changes in the week-long festivities.

He praised the hard work of the Cherry Days Committee while expressing concerns about volunteer fatigue due to the extensive demands placed on them. Council Member Dalpiaz stressed the importance of sustaining volunteer enthusiasm and suggested earlier coordination for smoother event planning.

3:11:49 Council Member Cevering announced upcoming events at Barker Park, inviting participation in activities. This Saturday, July 13, a community event for Build Barker Park is scheduled from 8 AM to 12 PM, encouraging attendance. Additionally, a fundraiser is planned for Monday, July 15 at 6:15 PM, aiming to raise \$10,000 through Venmo and contributions, emphasizing its family-friendly nature and free admission.

15. **ADJOURNMENT**

Council Member Watson motioned to adjourn the meeting.

The meeting adjourned at 9:13 p.m.

S. Neal Berube, Mayor

Rian Santoro
City Recorder

Date Approved



**NORTH OGDEN CITY
STAFF REPORT**

TO: NORTH OGDEN CITY COUNCIL

FROM: DYLAN HILL

PUBLIC WORKS INSPECTOR

DATE: 07-29-2024

BASED ON RECOMMENDATION FROM OUR CITY ENGINEER, ERIC CASPERSON, FINAL INSPECTIONS HAVE BEEN COMPLETED ON WHITE ROCK PHASE 1. IT HAS BEEN FOUND UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$911,352.70 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$184,384.61 A REQUEST TO RELEASE ALL REMAINING FUNDS HAS BEEN PROVIDED TO THE ESCROW AGENT ASSIGNED TO THIS SUBDIVISION. UPON CITY COUNCIL APPROVAL. NORTH OGDEN CITY WILL TAKE OVER ALL RESPONSIBILITY FOR THE INFRASTRUCTURE AND ROADWAY.

WHITE ROCK PHASE 1 SUBDIVISION

LOCATED IN NORTH EAST QUARTER CORNER OF SECTION 27 T7N R1W, SALT LAKE BASE & MERIDIAN,
WEBER COUNTY, UTAH, NORTH OGDEN CITY, UTAH
FEBRUARY 2019

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO SUBDIVIDE THE PROPERTY SHOWN HEREON INTO 25 RESIDENTIAL LOTS AND PARCEL A (STORM WATER DETENTION) WITHIN HP-2 ZONING REGULATIONS TO BE KNOWN AS WHITE ROCK PHASE 1 SUBDIVISION. THE CONTROL USED TO ESTABLISH THE BOUNDARY LINES WAS THE CAMARREN COVE ESTATES SUBDIVISION PHASE 5 TO THE SOUTHWEST ALONG WITH THE WEBER COUNTY SURVEY MONUMENTATION SURROUNDING SECTION 27, T7N, R1W, SLB&M. THE BASIS OF BEARINGS FOR THIS PLAT ARE THE WEST LINE OF SAID SECTION 27, WHICH BEARS NORTH 00°51'53" EAST FROM THE SOUTHWEST SECTION CORNER TO THE NORTHWEST SECTION CORNER OF SAID SECTION 27, UTAH NORTH ZONE NAD83 STATE PLANE COORDINATE SYSTEM.

BOUNDARY DESCRIPTION

A CERTAIN TRACT OR PARCEL OF LAND LOCATED PARTLY IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING FURTHER DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT A POINT WHICH IS ON THE SOUTHERLY RIGHT-OF-WAY OF NORTH OGDEN CANYON ROAD AND THE EASTERLY LINE OF CAMARREN COVE ESTATES SUBDIVISION PHASE 5, SAID POINT BEING LOCATED N.00°51'53"E, A DISTANCE OF 4.321.03 FEET AND S.89°08'07"E, A DISTANCE OF 2,102.82 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN TO THE POINT OF BEGINNING; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY OF NORTH OGDEN CANYON ROAD: 1) N.81°32'56"E, A DISTANCE OF 562.95 FEET; 2) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 377.00 FEET, AND A CENTRAL ANGLE OF 58°29'15"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 371.88 FEET TO A POINT OF REVERSE CURVE; 3) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 583.00 FEET, AND A CENTRAL ANGLE OF 25°25'59"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 258.79 FEET; 4) S.67°23'48"E, A DISTANCE OF 22.99 FEET; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY ALONG THE FOLLOWING SIX (6) COURSES: 1) S.23°43'03"W, A DISTANCE OF 310.47 FEET; 2) N.73°33'48"W, A DISTANCE OF 68.79 FEET; 3) N.56°49'36"W, A DISTANCE OF 104.50 FEET; 4) S.32°20'27"W, A DISTANCE OF 207.04 FEET; 5) N.57°39'33"W, A DISTANCE OF 170.41 FEET; 6) S.32°20'27"W, A DISTANCE OF 148.79 FEET TO A POINT ON THE EASTERLY LINE OF CAMARREN COVE ESTATES SUBDIVISION PHASE 5 AT LOT 160; THENCE ALONG THE EASTERLY LINE OF THE AFORESAID PLAT THE FOLLOWING FOUR (4) COURSES: 1) N.40°33'40"W, A DISTANCE OF 443.51 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 443.51 FEET, AND A CENTRAL ANGLE OF 15°13'40"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 117.87 FEET TO A POINT OF REVERSE CURVE; 3) THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 37°46'35"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 365.59 FEET TO A POINT OF REVERSE CURVE; 4) THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.49 FEET AND A CENTRAL ANGLE OF 28°32'01"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 7.71 FEET TO THE POINT OF BEGINNING.
CONTAINING 467,510.54 SQUARE FEET OR 10.733 ACRES, MORE OR LESS.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN HEREON AND NAME SAID TRACT, AND DO HEREBY DEDICATE GRANT AND CONVEY TO WEBER COUNTY, UTAH, OR ITS DESIGNEE, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS PARKS THE SAME TO BE USED AS PUBLIC OPEN SPACE:

WHITE ROCK PHASE 1 SUBDIVISION
DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND ALSO DO HEREBY GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREOF AS PUBLIC UTILITY, STORM WATER DETENTION, POND PARCEL A AND GRADING, DRAINAGE, & UTILITY EASEMENTS AS INTENDED FOR PUBLIC USE.

DATED THIS _____ DAY OF _____, 20____.

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF WEBER) S.S.
ON THIS _____ DAY _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME,

WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME BEING DULY SWORN (OR AFFIRMED), DID SAY THAT (T)(S)HE(Y) IS/ARE THE TRUSTEE(S) OF THE ENDO TRUST, AS SHOWN ON THE PLAT AND THAT SAID DOCUMENT WAS SIGNED BY (T)(S)HE(Y) IN BEHALF OF SAID TRUST BY AUTHORITY OF THE TRUST, AND SAID

ACKNOWLEDGED TO ME THAT SAID TRUST EXECUTED THE SAME.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

SHEET 1 OF 2

WHITE ROCK PHASE 1 SUBDIVISION

NORTH EAST QUARTER CORNER SECTION 27 T7N R1W, SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH.

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED _____ AT _____
IN BOOK _____
OF OFFICIAL RECORDS, PAGE _____
FOR _____
COUNTY RECORDER
BY: _____ DEPUTY

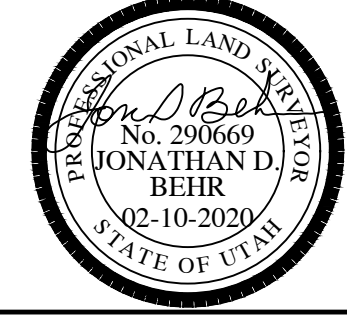
FINAL PLAT LEGEND

- SECTION MONUMENT
- PROPOSED MONUMENT
- PROPERTY CORNER
- SURVEY CURVE / LINE ENDPOINT
- SECTION LINES
- SURVEY TIE LINES
- SUBDIVISION BOUNDARY
- ADJACENT BOUNDARY
- LOT LINE
- EXISTING CHAIN LINK FENCE
- 10' WIDE PUBLIC UTILITY EASEMENT
- 10' WIDE DRAINAGE EASEMENT
- ROADWAY CENTERLINE
- 20% < AREA SLOPE < 30%

SURVEYOR'S CERTIFICATE

I, JON BEHR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 290669 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREAFTER TO BE KNOWN AS THE WHITE ROCK PHASE 1 SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

DATE OF PLAT OR MAP: FEBRUARY 10, 2020
JON BEHR, PLS
LICENSE NO. 290669



CRS ENGINEERS
Answers to Infrastructure®
4246 S Riverboat Rd, Ste 200 | Salt Lake City, UT 84123 | P: 801.359.5565 | www.crsengineers.com

ZONING

ZONE: HP-2
MINIMUM LOT AREA: 12,500 SF
FEMA ZONE: X

NORTH OGDEN ENGINEER AND PLANNING

THIS PLAT WAS APPROVED BY THE CITY ENGINEER AND THE PLANNING DIRECTOR.

BY: _____ DATE _____
CITY ENGINEER

BY: _____ DATE _____
PLANNING DIRECTOR

LAND USE / AUTHORITY

THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT ALONG WITH THE DEDICATION OF ALL EASEMENTS WERE DULY APPROVED AND ACCEPTED BY THE LAND USE AUTHORITY OF NORTH OGDEN CITY THIS _____ DAY OF _____, 20____.

BY: _____ DATE _____
CHAIRMAN

ATTEST: _____ DATE _____
SECRETARY

NORTH OGDEN ATTORNEY

I CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES PREREQUISITE BY THE STATE OF UTAH AND THE ORDINANCES OF NORTH OGDEN CITY OF FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

BY: _____ DATE _____
CITY ATTORNEY

3" R&C WEBER CO. BRASS CAP RING AND LID BELOW ROAD GRADE, NO DATE, GOOD CONDITION NORTHWEST CORNER OF SECTION 27, T7N, R1W, SLB&M

3" WEBER CO. BRASS CAP MON. 3" BELOW GRADE, NO DATE, POOR CONDITION SOUTHWEST CORNER OF SECTION 27, T7N, R1W, SLB&M

- NOTES:**
- PROPERTY LABELED AS "PARCEL A FOR STORMWATER DETENTION" IS TO BE DEDICATED TO NORTH OGDEN CITY.
 - 10' PUBLIC UTILITY AND DRAINAGE EASEMENTS ALONG PROPERTY LINES ARE DENOTED BY DASHED LINES (UNLESS OTHERWISE NOTED).
 - 5/8" REBAR & CAPS TO BE SET AT BACK OF LOT CORNERS, RIVET TO BE SET IN CURB AT LOT LINE EXTENSION.
 - THIS SUBDIVISION IS BEING APPROVED AND DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH OGDEN CITY, (HP-2) HILLSIDE PROTECTION ZONE. THE HP-2 ZONE REQUIRES COMPLETION OF "HAZARDOUS STUDIES". COPIES OF THESE HAZARD STUDIES ARE ON FILE AT THE NORTH OGDEN CITY OFFICE FOR REVIEW BY INTERESTED PARTIES.
 - BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL OFF-SITE AND ON-SITE CULINARY WATER AND SECONDARY WATER SYSTEMS ARE FUNCTIONAL AND APPROVED BY NORTH OGDEN CITY.
 - NO ACCESS TO THE LOTS DOUBLE FRONTING OFF THE NORTH OGDEN CANYON ROAD WILL BE ALLOWED.
 - "R" LOTS - VARIANCE REQUIRED FOR LOT DEVELOPMENT OR ANY OTHER CONSTRUCTION ACTIVITIES.

WHITE ROCK PHASE 1 SUBDIVISION

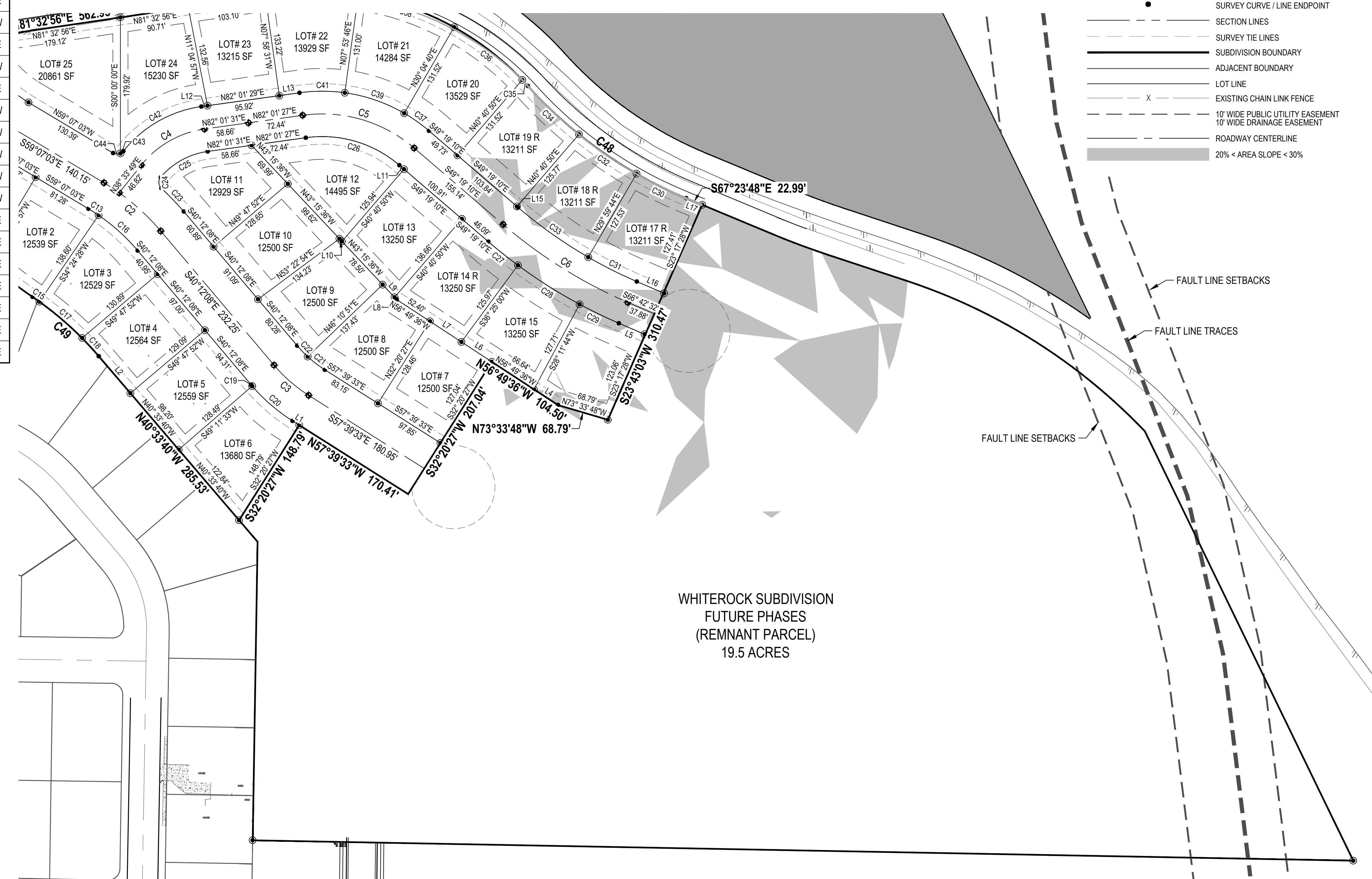
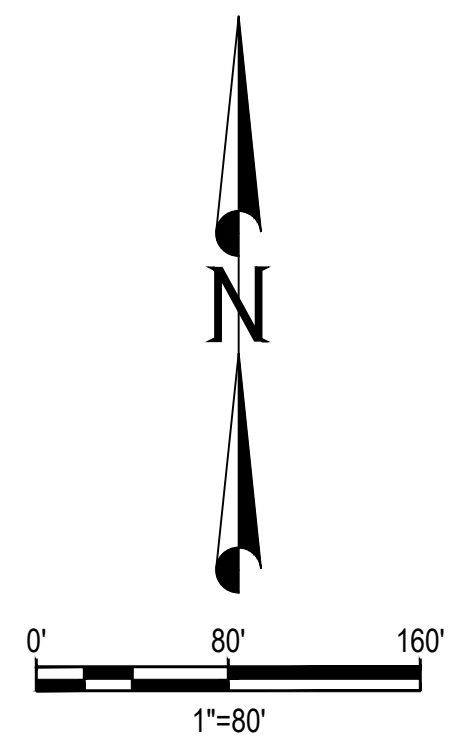
LOCATED IN NORTH EAST QUARTER CORNER OF SECTION 27 T7N R1W, SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH
NORTH OGDEN CITY, UTAH
FEBRUARY 2020

FINAL PLAT LEGEND

- SECTION MONUMENT
- PROPOSED MONUMENT
- PROPERTY CORNER
- SURVEY CURVE / LINE ENDPOINT
- SECTION LINES
- SURVEY TIE LINES
- SUBDIVISION BOUNDARY
- ADJACENT BOUNDARY
- LOT LINE
- EXISTING CHAIN LINK FENCE
- 10' WIDE PUBLIC UTILITY EASEMENT
- 10' WIDE DRAINAGE EASEMENT
- ROADWAY CENTERLINE
- 20% < AREA SLOPE < 30%

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	141.95'	200.00'	40° 39' 59"	S38° 47' 04"E	138.99'
C2	99.04'	300.00'	18° 54' 55"	S49° 39' 36"E	98.59'
C3	60.94'	200.00'	17° 27' 25"	S48° 55' 51"E	60.70'
C4	98.61'	130.00'	43° 27' 42"	N60° 17' 40"E	96.26'
C5	158.42'	186.55'	48° 39' 20"	S73° 38' 50"E	153.70'
C6	195.24'	643.29'	17° 23' 22"	S58° 00' 51"E	194.49'
C7	14.66'	10.50'	80° 00' 00"	S58° 27' 04"E	13.50'
C8	128.58'	240.00'	30° 41' 48"	S33° 47' 58"E	127.05'
C9	7.71'	15.49'	28° 31' 59"	N32° 16' 45"W	7.63'
C10	194.43'	600.00'	18° 33' 59"	N27° 17' 45"W	193.58'
C11	41.76'	240.00'	9° 58' 11"	S54° 07' 58"E	41.71'
C12	122.82'	600.00'	11° 43' 41"	N42° 26' 35"W	122.60'
C13	16.00'	260.00'	3° 31' 31"	S57° 21' 18"E	16.00'
C14	78.35'	600.00'	7° 28' 55"	N52° 02' 53"W	78.29'
C15	11.08'	443.51'	1° 25' 52"	N55° 04' 24"W	11.08'
C16	69.84'	260.00'	15° 23' 24"	S47° 53' 50"E	69.63'
C17	74.24'	443.51'	9° 35' 27"	N49° 33' 44"W	74.15'
C18	32.56'	443.51'	4° 12' 21"	N42° 39' 50"W	32.55'
C19	2.54'	240.00'	0° 36' 19"	S40° 30' 18"E	2.54'
C20	70.59'	240.00'	16° 51' 06"	S49° 14' 00"E	70.33'
C21	28.64'	160.00'	10° 15' 22"	S52° 31' 52"E	28.60'
C22	20.11'	160.00'	7° 12' 03"	S43° 48' 10"E	20.10'
C23	42.82'	536.13'	4° 34' 36"	S43° 48' 43"E	42.81'
C24	16.14'	10.50'	88° 03' 47"	N3° 23' 25"W	14.60'
C25	72.23'	100.00'	41° 23' 03"	N61° 20' 00"E	70.67'
C26	132.94'	156.55'	48° 39' 20"	S73° 38' 50"E	128.99'
C27	50.11'	673.29'	4° 15' 50"	S51° 27' 05"E	50.09'
C28	96.61'	673.29'	8° 13' 16"	S57° 41' 38"E	96.52'
C29	57.63'	673.29'	4° 54' 16"	S64° 15' 24"E	57.62'
C30	73.29'	583.00'	7° 12' 10"	S63° 47' 43"E	73.24'
C31	71.76'	613.29'	6° 42' 16"	S63° 21' 24"E	71.72'
C32	92.29'	583.00'	9° 04' 14"	S55° 39' 31"E	92.20'
C33	114.37'	613.29'	10° 41' 06"	S54° 39' 43"E	114.21'
C34	93.20'	583.00'	9° 09' 36"	S46° 32' 36"E	93.11'
C35	10.92'	377.00'	1° 39' 33"	S42° 47' 35"E	10.92'
C36	114.37'	377.00'	17° 22' 54"	S52° 18' 49"E	113.93'
C37	40.07'	216.55'	10° 36' 09"	S54° 37' 15"E	40.02'
C38	134.45'	377.00'	20° 26' 02"	S71° 13' 17"E	133.74'
C39	83.76'	216.55'	22° 09' 42"	S71° 00' 11"E	83.24'
C40	111.94'	377.00'	17° 00' 46"	S89° 56' 41"E	111.53'
C41	60.06'	216.55'	15° 53' 29"	N89° 58' 14"E	59.87'
C42	121.69'	160.44'	43° 27' 21"	N60° 14' 14"E	118.79'
C43	5.06'	10.50'	27° 37' 22"	N52° 19' 14"E	5.01'
C44	10.03'	10.50'	54° 45' 02"	S86° 29' 34"E	9.66'
C45	97.12'	160.00'	34° 46' 39"	S41° 43' 44"E	95.63'
C46	19.41'	10.50'	105° 53' 21"	S28° 36' 16"W	16.76'
C47	371.68'	377.00'	56° 29' 15"	S70° 12' 26"E	356.81'
C48	258.79'	583.00'	25° 25' 59"	S54° 40' 48"E	256.67'
C49	117.87'	443.51'	15° 13' 40"	N48° 10' 30"W	117.53'
C50	395.59'	600.00'	37° 46' 35"	N36° 54' 02"W	388.47'
C51	7.71'	15.49'	28° 32' 01"	N32° 16' 45"W	7.63'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	10.59'	S57° 39' 33"E
L2	64.48'	N40° 33' 40"W
L3	2.61'	S18° 27' 04"E
L4	37.86'	N56° 49' 36"W
L5	37.12'	S66° 42' 32"E
L6	48.08'	N56° 49' 36"W
L7	49.78'	N56° 49' 36"W
L8	4.24'	N43° 15' 36"W
L9	22.98'	N43° 15' 36"W
L10	4.89'	N43° 15' 36"W
L11	8.14'	S49° 19' 10"E
L12	8.20'	N82° 01' 29"E
L13	27.00'	N82° 01' 29"E
L14	11.68'	N81° 32' 56"E
L15	1.57'	S49° 19' 10"E
L16	39.43'	S66° 42' 32"E
L17	22.99'	S67° 23' 48"E



File Path: P:\180466 White Rocks LLC\North Ogden Subdivision\Drawings\SHEET 15 Final Plat.dwg Feb 10, 2020 - 4:27pm

SHEET 2 OF 2

WHITE ROCK PHASE 1 SUBDIVISION

NORTH EAST QUARTER CORNER SECTION 27 T7N R1W, SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH.

COUNTY RECORDER	
ENTRY NO. _____	FEE PAID _____
RECORDED _____ AT _____	FILED FOR RECORD AND
IN BOOK _____	RECORDED _____ AT _____
OF OFFICIAL RECORDS, PAGE _____	FOR _____
COUNTY RECORDER	
BY: _____	DEPUTY _____

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W3039371

WHEN RECORDED MAIL TO:
 Annette Spendlove
 North Ogden City
 505 East 2600 North
 North Ogden, UT 84414

E# 3039371 PG 1 OF 13
 LEANN H KILTS, WEBER COUNTY RECORDER
 06-MAR-20 1010 AM FEE \$0.00 DEP PV
 REC FOR: NORTH OGDEN CITY

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

LIEN ON REAL PROPERTY

ALAN RUSSEL, as on behalf of White Rock Development LLC, GRANTOR, of West Haven, County of Weber, State of Utah, hereby conveys a lien and agrees for such lien to be held against and in guarantee for subdivision improvements and debris basin improvements in the vicinity of Parcels 160490156, 160490067, 160490157, and 160490155 in North Ogden City.

All of lots 1 through 25 of White Rock Subdivision

And

Parcels 160490156, 160490067, and 160490157

Grantor hereby agrees to:

Install and pay for all of the improvements set forth in this title necessary to the full, effective and practical use and enjoyment thereof by the lessee or grantee of the lands so to be conveyed, including, but not limited to, all street improvements in front of such property and thence along the dedicated streets to a connection with existing improvements of the same kind or to the boundary of the subdivision nearest said existing improvements, whichever is closer; or

File a bond as provided in subsection A1 of this section to secure the installation and/or completion of all uncompleted improvements specified in CCNO 12-6; or

Establish an escrow account as provided in subsection A2 of this section to secure the installation and or completion of all incomplete improvements specified in CCNO 12-6.

Grantor shall deposit a sum of \$20,000 dollars per lot into an escrow account for the first ten lots and \$25,000 per lot for the remaining pursuant to the attached escrow agreement, which has a total contemplated sum of \$911,352.70, and acknowledges that this LIEN shall be recorded against the foregoing properties as security for the payment of the improvements. At such time as the escrow amount is satisfied, in the opinion of the City Attorney, this lien shall be released against all remaining lots, with the exception that the City shall hold 10% for the guarantee period as contemplated in the attached escrow agreement.

This lien shall be a covenant running with the land and this lien on the lands is to secure performance of the covenant and agreement and to secure the installation of all of the required

improvements, together with the payment of all costs, including reasonable attorney fees, which the city may incur in enforcing any of the terms and provisions of the agreement.

WITNESS, the hand of said GRANTOR, this 6 day of March, 2020.

Alan Russel
Alan Russel

STATE OF UTAH)
):SS
County of Weber)



On March, 6th, 2020, personally appeared before me Alan Russell, the signer of the within instrument, who duly acknowledged to me that they executed the same.

Lynne Bexell
Notary Public

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this **6th day of March, 2020**, between **White Rock Development, LLC**, County of Weber, State of Utah, or its assigns, hereinafter referred to as Developer, and **NORTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

1. FINAL. Developer has obtained approval of a final plat from North Ogden City for the subdivision of, and construction of improvements on, certain land in North Ogden City to be known as **White Rock Subdivision, Phase 1**. Developer has presented to the North Ogden City Planning Commission and the North Ogden City Council a proposed final plat for the subdivision of, and construction of improvements, on the subdivision. On **February 24, 2020**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "A" (the "Notice of Decision"). As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of North Ogden City.

2. COMPLIANCE WITH SUBDIVISION STANDARDS. Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:

- A. Rough grading and finish grading and surfacing of streets.
- B. Curbs, gutters, waterways, and driveway approaches.
- C. Sanitary sewers, including laterals to property line of each lot.
- D. Street drainage and drainage structures.
- E. Water lines, including laterals to each property line of lot.
- F. Fire hydrants.
- G. Sidewalks and walkways.
- H. Traffic control signs.
- I. Street signs with numbers.
- J. Screening when required.
- K. Chip and seal coat on new streets.
- L. Monuments.
- M. Fencing.
- N. Pressure irrigation, including laterals to each property line of lot.
- O. 10% Contingency Fund.

Said improvements and any others designated shall be done according to the specifications and requirements of the City. All work shall be subject to the inspection of North Ogden City and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer and his/her decision shall be final and conclusive. For convenience a plat map is attached as Exhibit "B".

Developer agrees as consideration for City issuing building permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed and that enough security is held in escrow to complete all required improvements for the subdivision, including any repairs or replacement after initial installation.

3. TIME FOR COMPLETION AND EXTENSION OF TIME. All of the said off-site improvements shall be fully installed and completed within two (2) years from the date of the recordation of the Final Plat. If not completed within two (2) years, the Developer may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.

4. SECURITY FOR COMPLIANCE. As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the city and of Developer's agreements herein stated, Developer has delivered to the City an acceptable Escrow Agreement for **White Rock Subdivision, Phase 1**, and agrees to hold \$ 911,352.70 (which represents the cost of all required improvements as determined by the City Engineer plus 10% contingencies) in escrow for the use of the city in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any off- site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances. For convenience the Escrow Agreement is attached as Exhibit "C". The decision of the City as to whether an improvement needs to be installed, constructed, completed or replaced will be final.

Should Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court cost and attorney's fees.

The 10% of above stated, shall constitute a guarantee that the said off-site improvements are installed in accordance with the subdivision standards of the City as to quality and serviceability and shall be held by the City for a period of one (1) year from the time the last

improvement is "conditionally accepted" by the City or until one (1) year after the time the last improvements needing repair or placement is again accepted. At the end of the one year period the said 10% shall be returned to Developer provided the off-site improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards, Developer will pay the difference to the City on demand. The city shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

5. APPLICABILITY OF ORDINANCE. This agreement does not supersede, but implements the North Ogden City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

6. SUCCESSORS ENFORCEMENT. The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

7. NO REVISION OF REQUIREMENTS. Except as set forth herein, the terms of this agreement shall not be construed as amending or modifying any requirements of the ordinances of North Ogden City, or supersede or supplement any conditions of approval by the City Staff, Planning Commission, Engineer, or any other approving or advisory body which has already given approvals of **White Rock Subdivision, Phase 1**. Developer is still required to comply with any conditions previously imposed by the Planning Commission.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this 6th day of March, 2020.

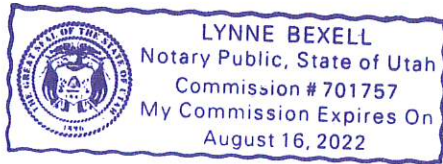
White Rock ^{Dev} LLC
Company Name

Alan D. Gussel
Signature, President/Owner

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }
§
County of Weber }

On this 6th day of March, 2020, personally appeared before me, Alan D. Russell, proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to on this instrument, and acknowledged that he/she/they executed the same.



Lynne Bexell
Notary Public

Weber County
Residing at:

My Commission Expires:
8/16/22

NORTH OGDEN CITY CORPORATION



[Handwritten signature]

Mayor

ATTEST:

S. Annette Spendlove

City Recorder



NORTH OGDEN CITY

SETTLED 1851

NOTICE OF DECISION

February 24, 2020

Alan D. Russell
2460 West 2400 South
West Haven, Utah, 84401

Re: White Rock Subdivision, Phase 1, Preliminary Approval Extension; Final Approval

The North Ogden City Planning Commission met on February 19, 2020 and made a motion to grant an extension of the preliminary approval and final approval for the White Rock subdivision, Phase 1, located at approximately 1401 East 3100 North.

The approval by the Planning Commission is subject to the following conditions specified in their motion.

- Requirements of this Staff report (dated February 19, 2020)
- Requirements of the North Ogden City Engineer's Report (dated February 6, 2020)
- Requirements of the Technical Review Committee Letter (dated February 5, 2020)
- A note needs to be placed on the plat referencing the company, report number, and date of the geotechnical report.
- A conditional use permit for where the steep slopes cross 3090 North Street to be obtained prior to lots 14-19 occupancy.

I recommend getting the conditional use application submitted as soon as possible.

Sincerely,

Robert O. Scott, AICP
Planning Director
505 East 2600 North
North Ogden, UT 84414
rscott@nogden.org
(801) 737-9841



NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner
City Engineer

lgardner@nogden.org

White Rock Phase 1 Subdivision March 3, 2020 SUMMARY		
	Original Total	Remaining
ROADWAY		
Jersey Barrier	\$53,250.00	\$53,250.00
Full Depth Saw Cut	\$1,536.00	\$1,536.00
Street Lights	\$20,000.00	\$20,000.00
Striping	\$5,020.00	\$5,020.00
Signs	\$800.00	\$800.00
Curb Cuts for LID (Mountain Road)	\$11,300.00	\$11,300.00
Overall Site Grading	\$8,425.93	\$4,000.00
3" AC paving	\$49,596.30	\$49,596.30
8" Aggregate Base	\$24,021.00	\$10,000.00
Seal Coat	\$16,786.44	\$16,786.44
Temporary Turnaround	\$8,450.00	\$8,450.00
Crushed Granite Wear Course (For Trail Improvements)	\$52,700.00	\$52,700.00
Excavation embankments	\$14,852.50	\$10,000.00
APWA Type F C & G	\$8,165.00	\$8,165.00
C & G 30"	\$62,585.45	\$20,000.00
4" concrete sidewalk	\$44,245.35	\$44,245.35
6' wide sidewalk (4" Thick)	\$32,823.00	\$32,823.00
Power to lots	\$37,500.00	\$0.00
Survey monuments	\$420.00	\$420.00
ADA Ramps	\$8,400.00	\$8,400.00
Property Corner Monuments	\$1,650.00	\$1,650.00

Trail Improvements w/infiltration trench	\$2,500.00	\$2,500.00
4"-6" River Washed Cobbles w/weed barrier	\$27,216.00	\$27,216.00
Retaining Wall for trail Improvements	\$60,000.00	\$60,000.00
Subtotal =	\$552,242.97	\$448,858.09
SEWER		
8" sewer	\$113,828.40	\$20,000.00
SSMH < 6'	\$72,600.00	\$5,000.00
SSMH adjustments	\$1,135.00	\$1,135.00
Concrete Collars	\$6,600.00	\$6,600.00
Sewer Laterals	\$60,875.75	\$20,000.00
Subtotal =	\$255,039.15	\$52,735.00
WATER		
Water service to lots	\$37,500.00	\$10,000.00
Water laterals	\$11,040.00	\$0.00
8" water main - pvc	\$148,596.00	\$0.00
Fire Hydrant	\$19,500.00	\$5,000.00
8" Irrigation Line	\$118,170.00	\$20,000.00
Irrigation Valve	\$750.00	\$750.00
Water Valve	\$1,500.00	\$1,500.00
Concrete Collars (Irrigation Valves and Water Valves)	\$2,700.00	\$2,700.00
10" Ductile Iron Main	\$130,900.00	\$0.00
Water Meter	\$30,000.00	\$1,000.00
Secondary Water Meter	\$26,000.00	\$10,000.00
Irrigation Lateral	\$8,460.00	\$8,460.00
Subtotal =	\$535,116.00	\$59,410.00
DRAINAGE		
15" SD	\$18,020.00	\$5,000.00
18" SD	\$147,545.00	\$30,000.00
24" SD	\$67,280.00	\$0.00
4' Type C drop inlet	\$64,000.00	\$10,000.00
Geotextile (LID)	\$8,655.00	\$8,655.00
36" SD	\$71,104.00	\$0.00

60" SDMH	\$56,000.00	\$56,000.00
Detention Basin Grading	\$3,534.00	\$1,000.00
Treatment Box	\$10,000.00	\$0.00
Flared End Section	\$800.00	\$800.00
4'x4' Catch Basin	\$7,000.00	\$7,000.00
Concrete Collars	\$4,800.00	\$4,800.00
Temporary Retention Basin	\$42,710.00	\$42,710.00
Subtotal =	\$501,448.00	\$165,965.00
TOTAL IMPROVEMENT COSTS	\$1,843,846.12	\$726,968.09
10% GUARANTEE		\$184,384.61
TOTAL ESCROW AMOUNT		\$911,352.70

SUBDIVISION COST ESTIMATE APPROVAL

Lorin Gardner

Lorin Gardner
City Engineer

3/3/2020

Date



**NORTH OGDEN CITY
STAFF REPORT**

TO: NORTH OGDEN CITY COUNCIL

FROM: DYLAN HILL

PUBLIC WORKS INSPECTOR

DATE: 07/29/2024

BASED ON RECOMMENDATION FROM OUR CITY ENGINEER, ERIC CASPERSON, FINAL INSPECTIONS HAVE BEEN COMPLETED ON WHITE ROCK PHASE 2. IT HAS BEEN FOUND UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$282,011.94 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$114,965.94 A REQUEST TO RELEASE ALL REMAINING FUNDS HAS BEEN PROVIDED TO THE ESCROW AGENT ASSIGNED TO THIS SUBDIVISION. UPON CITY COUNCIL APPROVAL. NORTH OGDEN CITY WILL TAKE OVER ALL RESPONSIBILITY FOR THE INFRASTRUCTURE AND ROADWAY.

PART OF THE N.1/2, OF SECTION 27, T.7N., R.1W., S.L.B. & M.
WHITE ROCK PHASE 2 SUBDIVISION

IN NORTH OGDEN CITY
SCALE 1" = 60'

TAXING UNIT: 10, 433

SEE PAGE 49-1

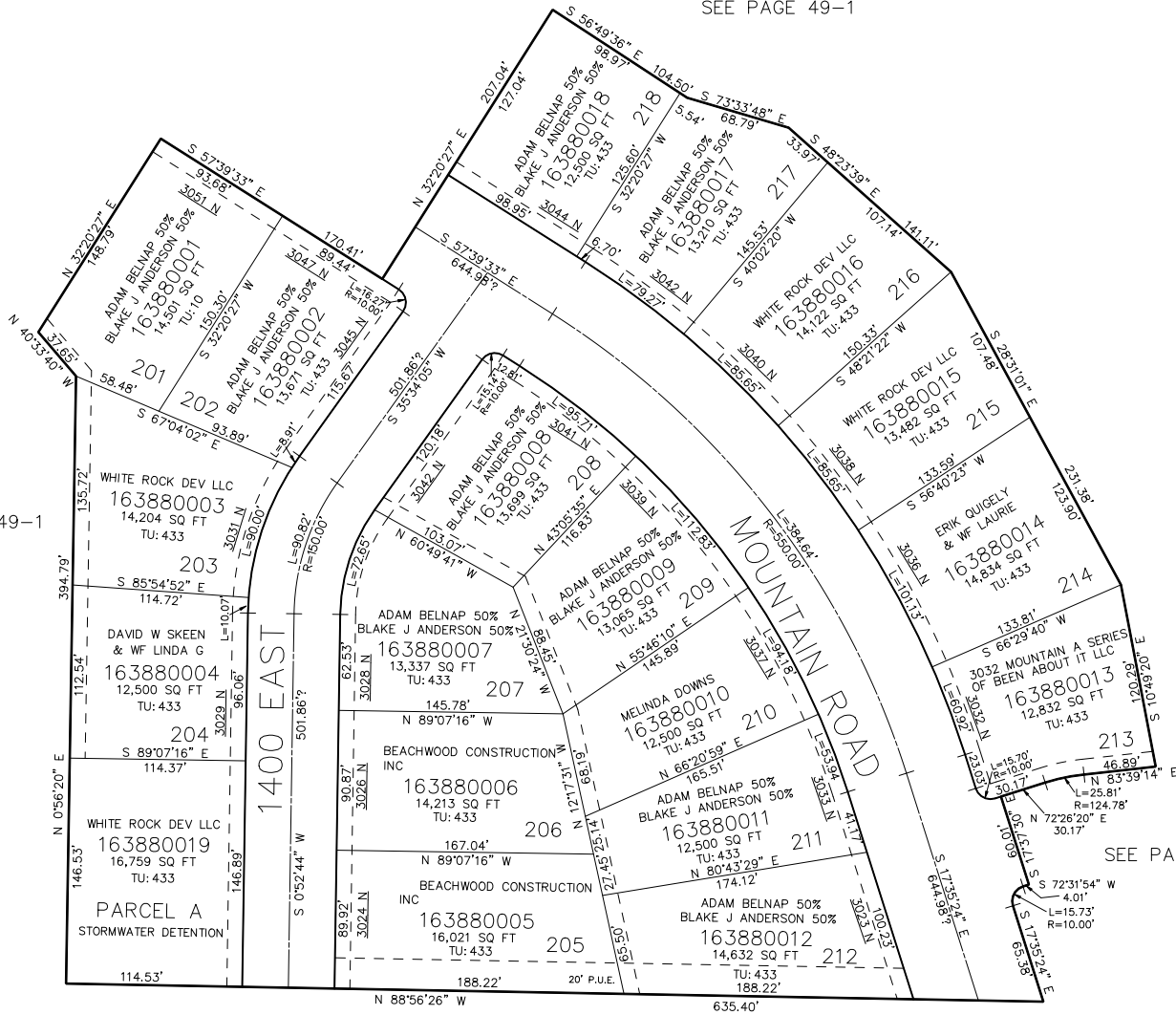
SEE PAGE 49-1

SEE PAGE 49-1

SEE PAGE 49-1

10' UTILITY & DRAINAGE EASEMENTS EACH
SIDE OF PROPERTY LINES AS INDICATED
BY DASHED LINES EXCEPT AS OTHERWISE
SHOWN.

FOR COMPLETE ENG DATA SEE
ORIGINAL DEDICATION PLAT IN
BOOK 92, PAGE 20 & 21 OF RECORDS.





W3213826

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 26 day of January 2022, **White Rock, LLC**, County of Weber, State of Utah, or its assigns, hereinafter referred to as Developer, and **NORTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

1. FINAL. Developer has obtained approval of a final plat from North Ogden City for the subdivision of, and construction of improvements on, certain land in North Ogden City to be known as **White Rock Phase 2**. Developer has presented to the North Ogden City Planning Commission and the North Ogden City Council a proposed final plat for the subdivision of, and construction of improvements, on the subdivision. On **December 17, 2020**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "A" (the "Notice of Decision"). As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of North Ogden City.

2. COMPLIANCE WITH SUBDIVISION STANDARDS. Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:

- A. Rough grading and finish grading and surfacing of streets.
- B. Curbs, gutters, waterways, and driveway approaches.
- C. Sanitary sewers, including laterals to property line of each lot.
- D. Street drainage and drainage structures.
- E. Water lines, including laterals to each property line of lot.
- F. Fire hydrants.
- G. Sidewalks and walkways.
- H. Traffic control signs.
- I. Street signs with numbers.
- J. Screening when required.
- K. Chip and seal coat on new streets.
- L. Monuments.
- M. Fencing.
- N. Pressure irrigation, including laterals to each property line of lot.
- O. 10% Contingency Fund.

one year period the said 10% shall be returned to Developer provided the off-site improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards, Developer will pay the difference to the City on demand. The city shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

5. APPLICABILITY OF ORDINANCE. This agreement does not supersede, but implements the North Ogden City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

6. SUCCESSORS ENFORCEMENT. The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

7. NO REVISION OF REQUIREMENTS. Except as set forth herein, the terms of this agreement shall not be construed as amending or modifying any requirements of the ordinances of North Ogden City or supersede or supplement any conditions of approval by the City Staff, Planning Commission, Engineer, or any other approving or advisory body which has already given approvals of **White Rock Phase 2**. Developer is still required to comply with any conditions previously imposed by the Planning Commission.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this 26th January, 2022.

White Rock LLC
Company Name

Alvin Russell
Signature, Manager (with Notary on next page)

NORTH OGDEN CITY CORPORATION



Mayor

ATTEST:



City Recorder





NOTICE OF DECISION

December 17, 2020

Alan D. Russell
2460 West 2400 South
West Haven, UT 84401

RE: White Rock Subdivision, Phase 2, Preliminary Approval

The North Ogden Planning Commission met on December 16, 2020 and made a motion to grant preliminary approval for the White Rock subdivision, Phase 2 subject to the conditions listed in the Staff Report, which are as follows:

- Comply with the Staff Report Requirements
- Comply with the Engineer Report Requirements
- Comply with the Technical Review report

This preliminary approval will expire if the plat, final plans, and/or necessary permits and/or licenses have not been obtained within twelve months of the date of the decision, or an extension of time granted in accordance with city ordinances.

If you have any questions, please contact the Planning Department at (801) 782-7211.

Regards,

Robert O. Scott, AICP
Planning Director
NORTH OGDEN CITY
505 E. 2600 N.
North Ogden, Utah, 84414
Phone: (801) 737-2216
rscott@nogden.org

Exhibit B(2)

File Path: P:\18040 White Rocks LLC\Arch Opies Sub\Histor\Drawings\PH 2\04ETS Final PH.dwg Jun 14, 2022 - 11:28am



WHITE ROCK PHASE 2 SUBDIVISION
 LOCATED IN PARTLY NORTH WEST AND NORTH EAST QUARTERS OF SECTION 27 T7N R1W, SALT LAKE BASE & MERIDIAN,
 WEBER COUNTY, NORTH OGDEN CITY, UTAH

WHITE ROCK SUBDIVISION
 FUTURE PHASES
 (REMANANT PARCEL)
 13.5 ACRES

- FINAL PLAT LEGEND**
- ◆ SECTION CORNER
 - ◆ PROPERTY CORNER
 - SURVEY POINT
 - SURVEY CONTROL LINE
 - ACTION LINES
 - SERVICE LINES
 - ADJACENT PROPERTY
 - LOT LINES
 - 20' VERTICAL CURVE
 - 20' VERTICAL CURVE



CRS ENGINEERS
 Answers to Infrastructure®

300 S. 1000 W. STE. 200, OGDEN, UT 84403
 (801) 474-1000 | www.crsengineers.com

<p>SHEET 2 OF 2</p> <p>WHITE ROCK PHASE 1 SUBDIVISION</p> <p>NORTH EAST QUARTER CORNER SECTION 27 T7N R1W, SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH</p>	
<p>COUNTY RECORDER</p> <p>ENTRY NO. _____</p> <p>DATE RECORDED _____</p> <p>BOOK _____</p> <p>PAGE _____</p>	<p>COUNTY RECORDER</p> <p>BY _____</p> <p>DEPUTY _____</p>



SUBDIVIDER'S ESCROW AGREEMENT

Agreement made this 26th day of January, 2022,

between North Ogden City, a municipal corporation of the State of Utah,
located in Weber County, Utah, (the "City"), and **White Rock, LLC**
of **Weber County, Utah**, (the "Subdivider") and **In West Title**,
of **Weber County, Utah** (the "Escrow Agent").

2. Deposits in Escrow. The Subdivider shall deposit with Escrow Agent the sum of **\$282,011.94** representing 110% of the entire cost of all improvements enumerated in paragraph 2 of the Developer's Agreement, a copy of which is attached hereto, marked Exhibit A and incorporated herein by this reference. The cost of the improvements shall be determined by the City Engineer for each off-site improvement item.

3. Application of Escrow Funds. It is agreed by all parties to this agreement that the sum of money indicated in paragraph 2 of this agreement shall be used exclusively for the purposes of paying for the costs of materials and the construction and installation of all improvements required by the City Subdivision Ordinance. The undersigned further agrees that the money held in the Escrow Account shall be distributed to appropriate contractors and subcontractors only upon written authorization by an authorized officer of the City. Such written authorization shall be made upon the City stationary and will bear the City's corporate seal indicating review and approval by the City.

4. Retention of Escrow Funds. A sum equal to 10% of the escrowed amount or **\$114,965.94** shall remain with the Escrow Agent for a period of one year after conditional acceptance by the City, pursuant to the terms of Exhibit A.

5. Application and Return of 10% Security. All demands by the City to perform corrections or completion of improvements, if not performed or completed in accordance with City Ordinance, rules and regulations, shall be made by certified mail, with a copy also sent to the Escrow Agent. If the defect

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

NORTH OGDEN CITY, a
Municipal Corporation,
State of Utah

By: [Signature]
Mayor

Attest:

[Signature]
City Recorder



[Signature]
By: Alan D Russey
Subdivider (sign with Notary on next page)

[Signature]
By: Ed Dayton
Escrow Agent (sign with Notary on next page)

Name: Rachel Miller Ed Dayton
Phone: (801)475-4410
Email: Rachel@inwesttitle.com

Approved as to Form:

[Signature]
North Ogden City
Attorney



Exhibit A



NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner
City Engineer

lgardner@nogden.org

White Rock Phase 2 Subdivision
January 25, 2022
SUMMARY

	Original Total	Remaining
ROADWAY		
Full Depth Saw Cut	\$76.80	\$0.00
Street Lights	\$20,000.00	\$20,000.00
Signs & Striping	\$2,975.00	\$2,975.00
Curb Cuts for LID (Mountain Road)	\$4,900.00	\$4,900.00
Overall Site Grading	\$30,665.00	\$0.00
3" AC paving	\$32,306.95	\$0.00
8" Aggregate Base	\$15,648.50	\$0.00
Crushed Granite Wear Course	\$45,000.00	\$0.00
Excavation embankments	\$12,388.93	\$0.00
C & G 30"	\$30,988.50	\$0.00
4" concrete sidewalk (Width Varies)	\$45,675.00	\$45,675.00
Power to lots	\$27,000.00	\$0.00
Survey monuments	\$1,200.00	\$1,200.00
ADA Ramps	\$8,400.00	\$8,400.00
Property Corner Monuments	\$1,230.00	\$1,230.00
Compact Clay Soils	\$16,667.67	\$0.00
Subtotal =	\$295,122.35	\$84,380.00
SEWER		
8" sewer	\$87,633.00	\$0.00
SSMH < 6'	\$66,000.00	\$0.00
SSMH adjustments	\$1,135.00	\$0.00

Concrete Collars	\$3,500.00	\$3,500.00
Sewer Laterals	\$41,470.00	\$0.00
Access Drive	\$2,500.00	\$2,500.00
Testing, Cleaning, CCTV	\$1,500.00	\$1,500.00
Subtotal =	\$203,738.00	\$7,500.00
WATER		
Water service to lots	\$20,400.00	\$0.00
Water laterals	\$7,320.00	\$0.00
8" water main - pvc	\$102,399.00	\$0.00
Fire Hydrant	\$9,750.00	\$0.00
8" Irrigation Line	\$74,815.00	\$0.00
Irrigation Valve	\$750.00	\$0.00
Water Valve	\$1,000.00	\$0.00
10" Ductile Iron Main	\$89,880.00	\$0.00
Water Meter	\$20,400.00	\$0.00
Secondary Water Meter	\$18,000.00	\$0.00
Irrigation Lateral	\$5,688.00	\$0.00
Water Valve Collars	\$1,500.00	\$1,500.00
Subtotal =	\$351,902.00	\$1,500.00
DRAINAGE		
15" SD	\$70,516.00	\$0.00
18" SD	\$26,220.00	\$0.00
24" SD	\$26,245.00	\$0.00
4' Type C drop inlet	\$32,000.00	\$0.00
8' Type A drop inlet	\$8,750.00	\$0.00
Geotextile (LID)	\$13,170.00	\$13,170.00
4"-6" River Washed Cobbles w/weed barrier	\$21,100.00	\$21,100.00
Angular Rip Rap: d ₅₀ = 12"	\$11,300.00	\$11,300.00
60" SDMH	\$14,000.00	\$0.00
Detention Basin Grading	\$4,296.00	\$4,296.00
Treatment Box	\$15,000.00	\$15,000.00

Flared End Section	\$1,600.00	\$1,600.00
4'x6' Combo Box	\$44,000.00	\$0.00
4'x4' Catch Basin	\$3,500.00	\$0.00
SD Collars	\$700.00	\$700.00
Det Basin Fencing	\$2,500.00	\$2,500.00
Det Basin Access Drive	\$1,500.00	\$1,500.00
Det Basin Irrigation and Landscaping	\$2,500.00	\$2,500.00
Subtotal =	\$298,897.00	\$73,666.00
TOTAL IMPROVEMENT COSTS	\$1,149,659.35	\$167,046.00
10% GUARANTEE		\$114,965.94
TOTAL ESCROW AMOUNT		\$282,011.94

SUBDIVISION COST ESTIMATE APPROVAL

Lorin Gardner

Lorin Gardner
City Engineer

1/25/2022

Date



**NORTH OGDEN CITY
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL
FROM: RIAN SANTORO, CITY RECORDER
SUBJECT: J. HILL FARMS ANNEXATION
DATE: 08/06/2024

Travis Taylor and Colton Bryan with Westates Companies have applied on behalf of Jim Hill to petition for annexation of 20.500 Acres located at approximately 1661 North Washington Boulevard in Weber County, Utah. As required by Utah State Code, the Weber County Surveyor has reviewed and approved the annexation plat map to Gardner Engineering.

The property being proposed for annexation is within the North Ogden City’s Annexation Declaration Policy and Map. The Petitioner is requesting an R-4 Zone, which the Planning Commission will review and make a recommendation to the City Council at a later date. The petitioner meets all the requirements and it is recommended that the City Council accept the petition to start the annexation process.

ANNEXATION TO NORTH OGDEN CITY

ORDINANCE NO. _____

LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, NORTH OGDEN CITY, WEBER COUNTY, UTAH, FEBRUARY 2024

BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 01°10'38" WEST 476.26 FEET ALONG THE CENTERLINE OF WASHINGTON BOULEVARD AND NORTH 90°00'00" WEST 266.07 FEET FROM A CENTERLINE MONUMENT LOCATED AT THE INTERSECTION OF 1700 NORTH AND WASHINGTON BOULEVARD; RUNNING THENCE NORTH 88°43'29" WEST 146.28 FEET; THENCE SOUTH 01°16'23" WEST 121.62 FEET; THENCE SOUTH 88°43'37" EAST 346.48 FEET TO THE WEST RIGHT-OF-WAY LINE OF WASHINGTON BOULEVARD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 01°10'38" WEST 117.89 FEET; THENCE NORTH 88°37'57" WEST 427.05 FEET; THENCE NORTH 89°00'38" WEST 773.46 FEET; THENCE NORTH 05°09'02" WEST 69.19 FEET; THENCE NORTH 89°10'34" WEST 158.96 FEET; THENCE NORTH 89°00'31" WEST 179.16 FEET; THENCE SOUTH 88°15'29" WEST 178.45 FEET; THENCE SOUTH 88°15'29" WEST 240.68 FEET; THENCE NORTH 01°08'08" EAST 684.65 FEET ALONG THE EAST LINE OF THE MYSTERY MEADOWS SUBDIVISION PHASE 2 IN PART TO THE SOUTH LINE OF THE MYSTERY MEADOWS PHASE 2; THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THE VILLAGE AT PROMINENCE POINT SOUTH 88°45'46" EAST 314.43 FEET; THENCE SOUTH 00°39'16" WEST 240.94 FEET; THENCE SOUTH 88°36'17" EAST 1448.72 FEET; THENCE SOUTH 01°10'38" WEST 242.84 FEET TO THE POINT OF BEGINNING. CONTAINING 20.500 ACRES.

NORTH OGDEN CITY ACCEPTANCE

I, _____ CERTIFY THAT I AM THE DULY APPOINTED, QUALIFIED CITY RECORDER OF NORTH OGDEN CITY, A MUNICIPAL CORPORATION OF UTAH, AND THAT THE ABOVE AND FOREGOING PLAT OF LAND SOUGHT TO BE ANNEXED TO SAID CITY WITH THE PETITION OF CERTAIN OWNERS OF REAL PROPERTY EMBRACED THEREIN FOR SUCH ANNEXATION WERE FILED IN MY OFFICE ON THE _____ DAY OF _____, 2024, THAT THE QUESTION OF SUCH ANNEXATION WAS DULY SUBMITTED TO AND VOTED ON BY THE COUNCIL OF NORTH OGDEN CITY AT ITS MEETING DULY CONVENED AND HELD ON THE _____ DAY OF _____, 2024, THAT ON SUCH VOTE, MORE THAN TWO THIRDS OF ALL MEMBERS OF SAID COUNCIL WERE IN FAVOR OF SUCH ANNEXATION AND THAT THE FOREGOING PLAT IS THE VERY SAME PLAT REFERRED TO IN NORTH OGDEN CITY ORDINANCE NO. _____ DULY ORDAINED BY SAID COUNCIL ON THE _____ DAY OF _____, 2024, DECLARING SUCH ANNEXATION.

WITNESS MY HAND AND OFFICIAL SEAL

THIS _____ DAY OF _____, 2024.

APPROVED - NORTH OGDEN CITY MAYOR _____ NORTH OGDEN CITY RECORDER _____

OWNER'S AFFIDAVIT

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACTS OF LAND, HAVING CAUSED THE SAME TO BE ANNEXED INTO NORTH OGDEN CITY.

SIGNED THIS _____ DAY OF _____, 2024.

BY: J. HILL FARMS LLC / MANAGER _____

BY: PEGGY ALLEN _____

BY: KRISTINE A. RICHARDSON _____

BY: SUZANNE ALLEN NEVAREZ TRUST TRUSTEE _____

BY: KRISTINE A. RICHARDSON _____






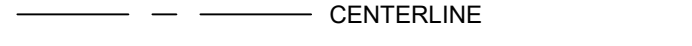


BY: MOLI CHEN _____

BY: GUI LIN _____

BY: DAVID HILL _____

BY: MELAINÉ HILL _____

LEGEND

-  WEBER COUNTY MONUMENT AS NOTED
-  SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
-  ANNEXATION AREA BOUNDARY
-  INTERNAL PARCEL LINE
-  ADJACENT PARCEL
-  CENTERLINE
-  EASEMENT
-  EXISTING FENCE LINE

WEBER COUNTY SURVEYOR

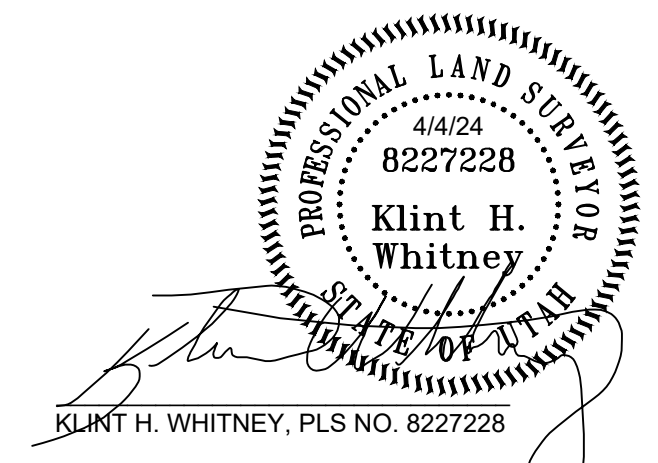
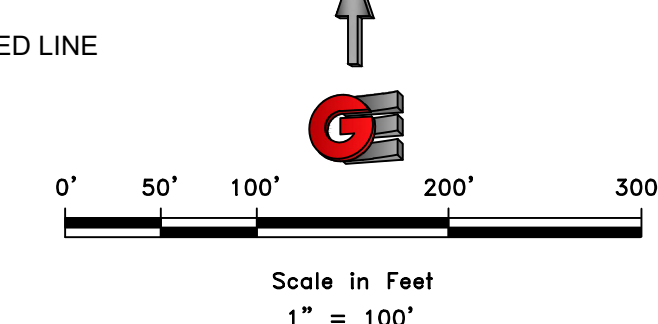
I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS _____ DAY OF _____, 2024.

WEBER COUNTY SURVEYOR _____

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO ANNEX PARCELS 110140005, 110140032, 110140046, AND 110140058 INTO NORTH OGDEN CITY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY WESTATES COMPANIES. THE BASIS OF BEARING IS THE CENTERLINE OF WASHINGTON BOULEVARD AND A MONUMENT LOCATED AT THE INTERSECTION OF 1700 NORTH AND WASHINGTON BOULEVARD, WHICH BEARS SOUTH 01°10'38" WEST, WEBER COUNTY, UTAH NORTH, NAD 83 STATE PLANE GRID BEARING. THE BOUNDARY WAS DETERMINED BY WARRANTY DEEDS RECORDED AS ENTRY NUMBERS 2271374, 2384663, 2111623, 2992028, AND DEEDS OF ADJOINING PROPERTY OWNERS. RECORD OF SURVEY NUMBERS 1265, 2249, 2421, AND THE DEDICATED PLATS OF THE VILLAGE AT PROMINENCE POINT, AND MYSTERY MEADOWS SUBDIVISION PHASE 2 WERE ALSO USED TO DETERMINE BOUNDARY LOCATION ALONG WITH THE FOUND MONUMENTS AS SHOWN AND DESCRIBED HEREON. MYSTERY MEADOWS AND PROMINENCE POINT SUBDIVISIONS WERE DETERMINED BY FOUND MONUMENTS WITHIN EACH DEVELOPMENT. THE MONUMENTS FOUND WITHIN THE AFOREMENTIONED DEVELOPMENTS DEVIATE FROM THE BASIS OF BEARING SHOWN ON THE RESPECTIVE PLATS.

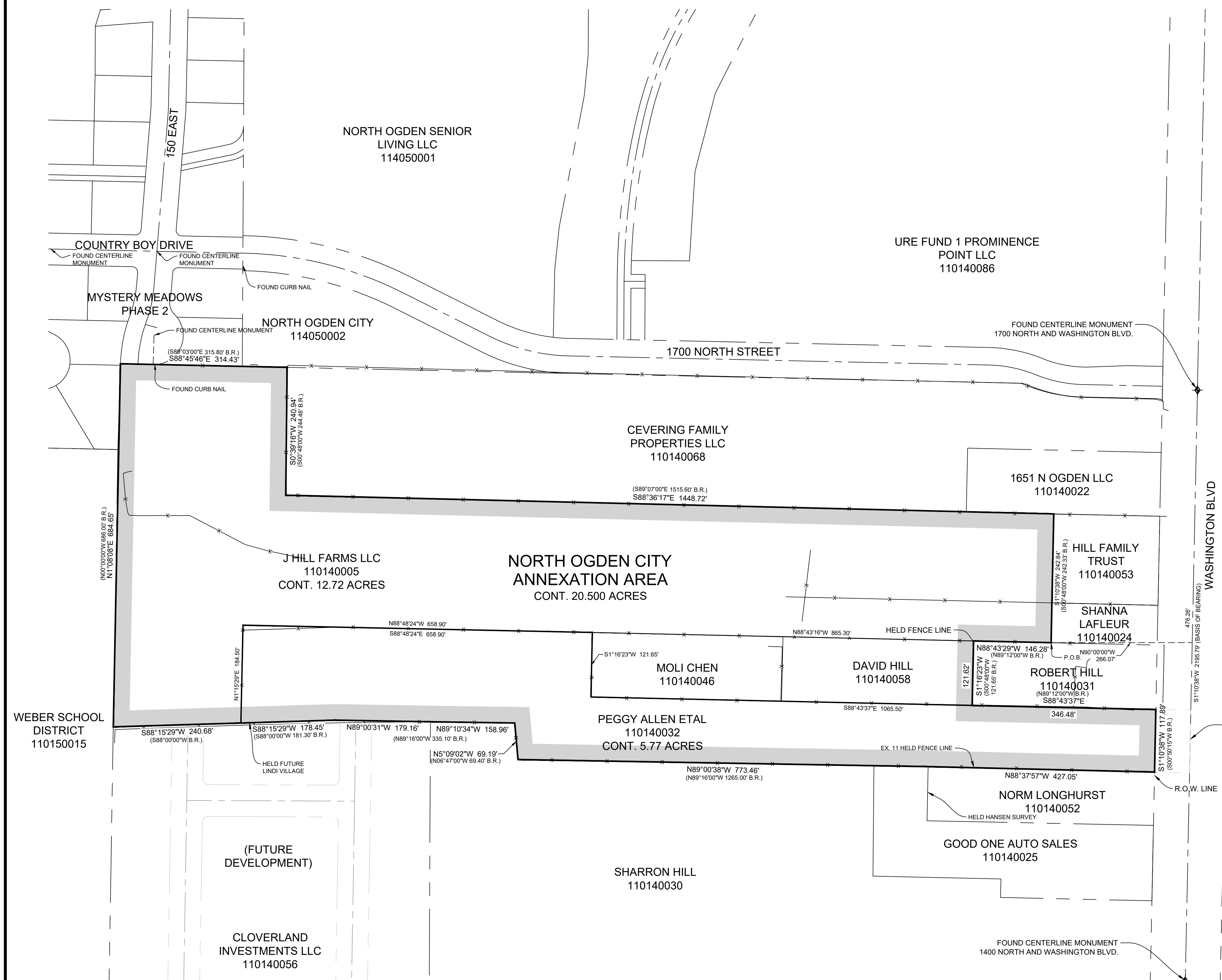


Klint H. Whitney, PLS NO. 8227228

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 17-23-20 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS 4th DAY OF APRIL, 2024.



REVISIONS	DESCRIPTION
DATE	

SCALE: 1:100 XREF: _____
DATE: 5/14/24
DESIGN: _____
DRAWN: KHW
CHECKED: KHW

ANNEXATION PLAT TO NORTH OGDEN CITY
1595-1700 NORTH, WASHINGTON BOULEVARD
LOCATED IN THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 6 NORTH, RANGE 1 WEST, S.L.B. AND M.

GARDNER ENGINEERING
CIVIL - LAND PLANNING
MUNICIPAL - LAND SURVEYING
1580 W 2100S, WEST HAVEN, UT 84401
P. 801.476.0202 F. 801.476.0066

COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
FILED FOR AND RECORDED _____
AT _____ IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____ RECORDED
FOR _____
COUNTY RECORDER
BY: _____

S1
1

COPY ORDINANCE NO. 2003- 03

AN ORDINANCE ADOPTING THE NORTH OGDEN CITY ANNEXATION POLICY PLAN DATED JANUARY 28, 2003.

WHEREAS, The 2001 Utah Legislature required a city to adopt annexation policy plan before such city annexes any property after December 31, 2002; and

WHEREAS, The annexation *policy* plan requirements are contained in §§10-2-401.5 Utah Code; and

WHEREAS, North Ogden City developed an annexation policy plan in accordance with in §§10-2-401.5 Utah Code; and

WHEREAS, The North Ogden City Planning Commission, after meeting with the Harrisville and Pleasant View Planning Commissions, negotiated future annexation areas; and

WHEREAS, The North Ogden City Planning Commission advertised in the official newspaper of general circulation, *Standard Examiner*, on October 28, November 4, and 11, 2002, for a public hearing held on November 13, 2002; and

WHEREAS, The North Ogden City Planning Commission held a public hearing on November 13, 2002, and received no public comments; and

WHEREAS, The North Ogden City Planning Commission did not receive any written comments during the 10-day waiting period after the public hearing; and

WHEREAS, The North Ogden City Planning Commission recommended to the North Ogden City Council approval of the North Ogden City Annexation Policy Plan without any modifications;

WHEREAS, The North Ogden City Council advertised in the official newspaper of general circulation, *Standard Examiner*, on December 30, 2002, for a public hearing on the annexation policy plan to be held on January 14, 2003; and

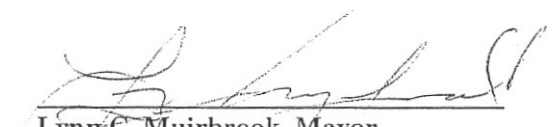
IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF NORTH OGDEN CITY:

SECTION 1. The North Ogden City Annexation Policy Plan dated January 28, 2003 is hereby adopted.

PASSED AND ADOPTED this 28th day of January 2003.

FOR NORTH OGDEN CITY:

ATTEST:


Lynn C. Muirbrook, Mayor

53. fui. Spen-dlove
S. Annette Spendlove,
City Recorder

NORTH OGDEN CITY



ANNEXATION POLICY PLAN

January 28, 2003

NORTH OGDEN CITY

Annexation Policy Plan

I. Introduction.

The North Ogden City Annexation Policy Plan is developed in accordance with Utah Code §10-2-401.5. In developing this plan, the North Ogden City Planning Commission and the North Ogden City Council considered all unincorporated areas between the City corporate boundaries and its neighboring communities. This plan attempts to avoid any overlaps with the expansion areas of other municipalities. The Planning Commission met with Pleasant View Planning Commission on September 5, 2002 and met with the Harrisville Planning Commission on September 25, 2002.

In developing this Annexation Policy Plan, North Ogden City considered the population growth projections for the city and adjoining areas for the next 20 years. Consideration was also given to the current and projected costs of infrastructure, urban services, and public facilities necessary.

The North Ogden City Annexation Policy Plan is to facilitate full development of the area within the current city boundaries and to expand the infrastructure, services, and facilities into the area being considered for inclusion in the expansion area. This plan is developed in conjunction with the North Ogden City General Plan, and the need over the next 20 years for additional land suitable for residential, commercial, and industrial development. Included in this plan are the reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in and around the city.

The proposed annexation boundaries are drawn, as practicable and feasible, along the boundaries of existing special 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. This plan is to eliminate islands and peninsulas of territory that are not receiving City services. The plan analyzed any overlapping functions to consider the consolidation of such functions so there is an efficient delivery of services and the City is equitable in its distribution of community resources and obligations.

II. Criteria For Granting Future Annexation Petitions.

A. Character of the Community.

Historically, North Ogden City was an agricultural community settled in the mid-1800s. The community had many fruit orchards, but as time has moved on either the farmers have tired of farming or their heirs do not desire to farm. As a result, the orchards have been sold for residential development and North Ogden has become a bedroom community with its residents being employed in various employment centers along the Wasatch Front.

Today, North Ogden City is an open-space suburb and community that provides housing for people of all income levels and styles of living. The City's housing stock is largely single-family detached housing, however there is adequate attached housing to meet affordable housing needs. The community has two senior single-family detached housing subdivisions, a senior twin-home development, and one senior multi-family housing project.

The City has a commercial core that provides retail services for the community's daily needs. However, clothing and large item purchases, such as furniture, appliances, new vehicles (an used car lot does exist in the city), recreational vehicles, etcetera, must take place out of the city.

North Ogden City has very little industrial activity. Only one industrial operation, Slik-Pak, exists in the city.

B. Municipal Services In Developed And Undeveloped Unincorporated Areas.

North Ogden City provides culinary water, sanitary sewage collection, solid waste collection, and storm water drainage infrastructure services. The City also provides public safety services through its own police department. Fire safety and emergency medical services are provided by the North View Fire Department, which is a three-city fire department governed by the mayors of Harrisville, North Ogden, and Pleasant View. North Ogden City has a parks and recreation system operated by its own parks and recreation department. North Ogden also provides land use planning and protection services through its Planning Department.

The expansion and extension of municipal services are based on the following standards:

1. Adequate culinary water pressure and storage capacity is required for development to take place.
2. Along with the culinary water pressure and storage demands, fire flow standards in accordance with the Uniform Fire Code must also be met.
3. North Ogden City requires all sanitary sewer collection to be gravity flow. Individual homeowner owned and operated pump stations are permitted, but the City's wastewater collection system is to be free of pumping or lift stations.
4. Every development must accommodate the storm drainage demands for a five-year storm.
5. Every subdivision must have a second-access when at least one of the following exists:
 - A. A residential lot is more than 1600-feet from a through street;

B. More than 60-single-family residential lots, or 60-residential units; or 100,000 square feet of commercial or industrial space, whichever is less, are platted or developed.

6. North Ogden City wants land use control of the land fronting all streets in its corporate boundaries.

C. Financing of Services.

The developer of the land pays for the new public infrastructure. Impact fees are collected on building permits for new structures to pay the proportionate share of the impact new development has on capital improvements. The expansion of public services, such as the law enforcement, fire, and emergency medical services, administrative, and parks, and community development are paid through the property taxation of the land.

D. An estimate of the tax consequences to residents both currently within the municipal boundaries and in the expansion area.

North Ogden City has performed studies to identify the impact of new development on the City. As a result of these studies, the City Council has adopted impact fee schedules to avoid the financial impact of new development on the existing residents. The impact fee studies also assure that the new development impact fee funds do not subsidize existing development. The monthly fee schedules on culinary water, sanitary sewer, and storm water provides for the on-going replacement costs, system upgrades, and maintenance of the respective infrastructure systems.

III. Special District and Public Service Franchise Area Boundaries.

Special districts serving the North Ogden City area are:

1. Weber County School District.
2. Ben Lomond Cemetery District.
3. Weber County Mosquito Abatement District.
4. Pine View Water Systems District.
5. North View Fire Department.
6. Central Weber Sewer Improvement District.
7. Bona Vista Water Improvement District.

Public service companies serving North Ogden City are:

1. Utah Power Company for electrical power.

2. Questar Gas Company for natural gas service.
3. Qwest for telecommunications service.
4. AT&T Broadband for cable television and telecommunications service.

All but two of the public service providers and special districts serve North Ogden City and the areas it plans to annex in the next 20-years. The two agencies having boundaries that do not include all of the present North Ogden City jurisdictional boundaries and the areas the City plans to annex are the Ben Lomond Cemetery District and the Bona Vista Water Company.

The Ben Lomond Cemetery District covers all of North Ogden City and its intended annexation area, except the Silver Springs Subdivision located west of Mountain Road at the 1510 North Street and 1525 North Street. The Silver Springs Subdivision is already located in North Ogden City. Annexation plans do not conflict with the Ben Lomond Cemetery District.

The Bona Vista Water Improvement District serves the Harrisville area, but its storage facilities are located east of Mountain Road in North Ogden City. Some residents south of 1700 North Street in North Ogden City are connected to the Bona Vista waterline, but since 1990, all new developments in the Bona Vista Water Company service area that is located in North Ogden City, must be connected to the North Ogden City Culinary Water System.

Justification for excluding from the expansion area any area containing urban development within one-half mile of the city boundary.

No unincorporated area within one-half mile of the North Ogden City boundary and not located in another incorporated city, is proposed to be excluded from this annexation policy plan, except land owned by the United States Department of Agriculture – Forest Service located north and east of North Ogden City.

III. A statement addressing any comments made by affected entities at or within ten days after the public meeting.

On November 13, 2002, the North Ogden Planning Commission held its public hearing and no comments were received. During the 10-day written comment period Pleasant View City submitted its annexation policy plan. The Pleasant View Annexation Policy Plan is in harmony with the boundaries agreed upon by both planning commissions on September 5, 2002.

IV. Map of The Expansion Area.

Attached is a map showing the proposed annexation area for North Ogden City. A narrative explanation of each area is provided below. No area outside of Weber County is proposed for annexation.

The Planning Commission reviewed the proposed annexation policy plan on September 24, 2002. Because Ogden City and North Ogden City have no unincorporated area between its

borders, a meeting between the two cities did not take place. The Pleasant View Planning Commission and the North Ogden Planning Commission met on September 5, 2002 and mutually agreed on what areas would be annexed into the respective cities. Because there are no cities north or east of North Ogden City within one-half mile of its current corporate boundaries, no other cities have been consulted.

Pleasant View City

The two areas of unincorporated property between North Ogden City and Pleasant View: (1) the unincorporated island located north of 3425 North and 3275 North, from 225 West Street to 100 East Street; and (2) the area north of the power line. The Pleasant View City Planning Commission and the North Ogden City Planning Commission met on September 5, 2002. Both Planning Commissions agreed with the following:

1. North Ogden City will annex the portion of the unincorporated island located north of 3425 North and 3275 North, from 225 West Street to 100 East Street, from the center of the canal, south. It is intended that Pleasant View City will annex north of the canal.
2. The second area of unincorporated land is located at the point where the two cities meet at the Utah Power Company power line parcel. Along with the Utah Power Company, there is private land located north of the power line parcel and south of the U.S. Forest Service land. North Ogden City plans to annex that area from its current northwest corner, north to the United States Department of Agriculture – Forest Service property, and east to the Forest Service property east of North Ogden City.

Harrisville City

Between Harrisville and North Ogden are two unincorporated areas. The first area is located along 2000 North Street and west of 400 East Street (Washington Boulevard). The second area is located west of 400 East Street at the 1500 North Street alignment north to approximately 200-feet south of 1900 North Street, and west to the 150 East Street alignments.

The Harrisville Planning Commission and North Ogden City Planning Commission met on September 25, 2002 to discuss the respective annexation policy plans. In the first area, North Ogden City intends to annex from the west of its present corporate boundaries as far west as the natural drainage will drain to the east. This area will be the area along the east and west of 150 East Street, from the Ben Lomond Golf Course to 2550 North Street.

In the second area, North Ogden City intends to annex all of the unincorporated area located west of 400 East Street, west to its present corporate border at the 150 East Street alignment, from approximately 1525 North Street, north to the present North Ogden City corporate boundaries south of 1900 North Street.

The North Ogden Planning Commission was unanimous on these areas intended for annexation. The North Ogden Planning Commission agreed with the Harrisville Planning Commission that any residential development in the area south of 1900 North Street, south

to the present Harrisville corporate boundary at approximately the 1500 North Street alignment, and from the 150 East Street alignment, east to 400 East Street should be commercial development and single-family residential lots with a minimum of 10,000 square foot lots. The North Ogden Planning Commission is recommending this stipulation if Harrisville City agrees to not place this area in its annexation policy plan.

Because there is no unincorporated private land between North Ogden City and Ogden City, there are no annexation plans between North Ogden City and Ogden City.

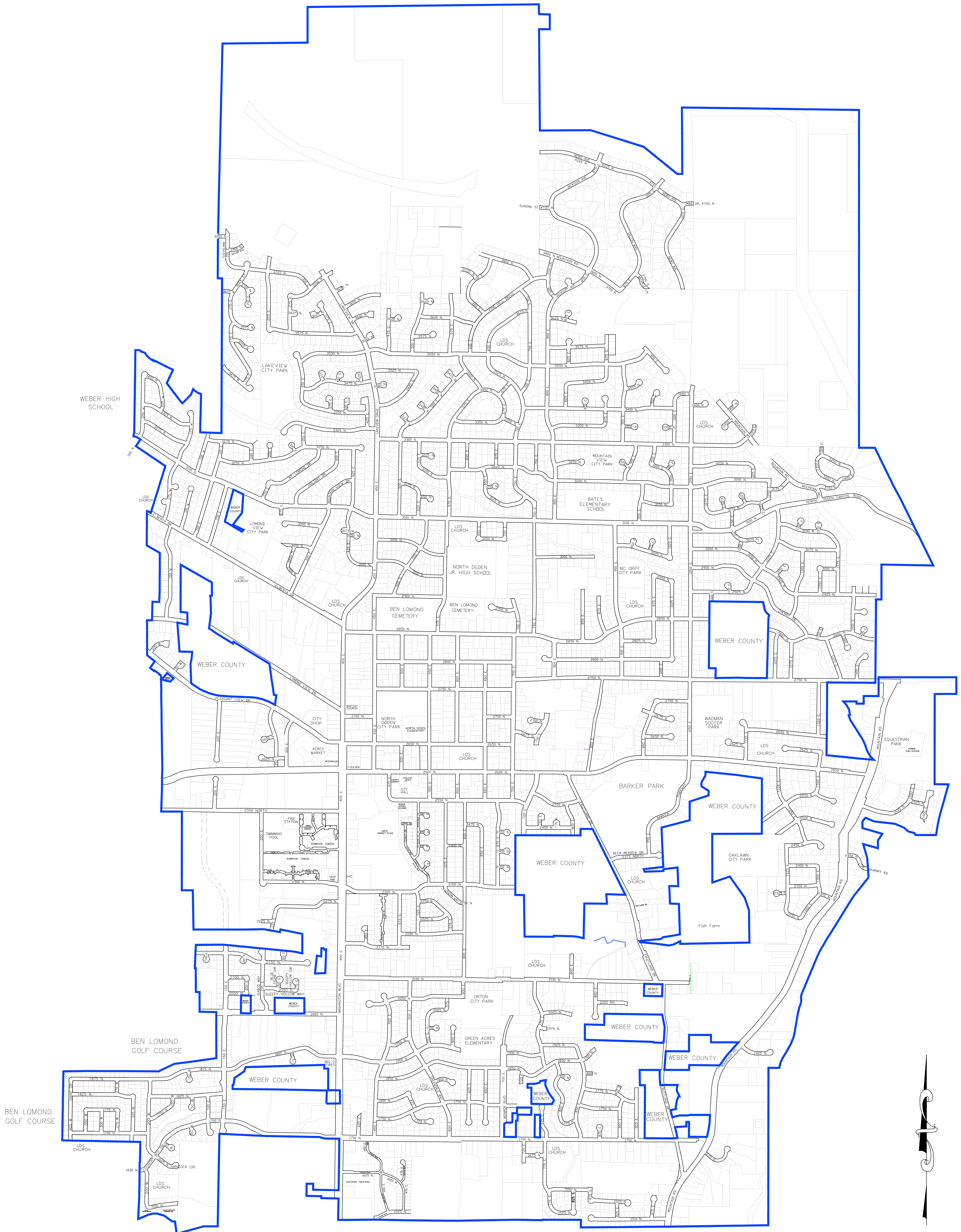
PROCESS

The North Ogden City Planning Commission held a public hearing on November 13, 2002 and provided notice by advertising for at least 14-days. This public hearing allowed Harrisville, Ogden, and Pleasant View and Weber County to examine this proposed annexation policy plan and provide input on it. No input was provided at the public hearing.

Following the public hearing, the North Ogden Planning Commission will accept and consider any additional written comments from affected entities until November 25, 2002. No comments were received during this written comment period, therefore no modifications were made and subsequent public hearing held. The Planning Commission recommended approval of the Annexation Policy Plan to the City Council.

On January 14, 2003, the City Council held a public hearing, after advertising for at least 14-days and notifying Harrisville, Ogden, Pleasant View, and Weber County, on the planning commission's recommended annexation policy plan. The City Council adopted this plan without modification on January 28, 2003 by adopting ordinance #2003-02.

North Ogden City submitted a copy of this annexation policy plan to the Weber County Board of Commissioners of this annexation policy plan January 29, 2003, which was within 30 days of adoption.



ANNEXATION AREA
North Ogden City

SCALE: NONE

REVISED March 18, 2015



Monthly Network Services Agreement

This agreement dated 06/05/2024 is made by and between North Ogden City (Client) whose address is 505 E 2600 N, North Ogden City, UT 84414 and TecServ, Inc (Consultant) whose corporate address is 193 W 2100 S STE 200, South Salt Lake City, Utah 84115.

1. *Consultation Services.* Client hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement. The Consultant will perform computer network maintenance activities for Client, and will consult with the offices and employees of Client concerning matters relating to the management of Client's computer network. The Scope of Work to be performed by Consultant is defined in Attachment A.
2. *Terms of Agreement.* This agreement will be in effect from July 1, 2024 to June 30, 2025.
3. *Time Devoted by Consultant.* The term of this contract is based upon Consultant committing to perform activities to maintain Client computer network and handle computer network emergencies. Consultant will spend 4.5 hours every week of consulting services on Client's behalf for computer network maintenance activities.
4. *Schedule.* The work performed by Consultant will be for on-site services at Client's facilities and may occasionally include remote connectivity to Client's network. These hours will be on Tuesdays. Schedule may be altered with mutual agreement from both parties.
5. *Additional Time.* Consultant will respond to Client emergencies and spend sufficient time to resolve such emergencies. Emergencies are defined as computer network issues that directly prevent the operation of business by Client. Computer network issues that do not prevent business operations shall be handled during the on-site maintenance service schedule. If Client requests maintenance services outside the maintenance schedule, and these services are clearly not emergencies, Consultant will bill Client for these hours at the standard client rate. This includes computer network projects that cannot be completed within the regularly scheduled time.
6. *Payment to Consultant.* The amount paid to Consultant for this contract shall be \$3022.50 per month. Payment is due upon receipt of invoice and no later than the last day of the month in which the client received the invoice.

Additional project work is not covered within this scheduled maintenance contract. This additional time will be billed at \$175 per hour. Product purchases are not considered part of monthly contracts or other consulting services. Terms on Product Sales are considered "due upon receipt".
7. *Independent Consultant.* Both Client and the Consultant agree that the Consultant will act as an independent agency in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultants activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment. Consultant shall be responsible for all necessary insurance including general liability, workers compensation, and other as necessary for the proper protection of Consultant and Client.
8. *Confidential Information.* The Consultant agrees that any information received by the Consultant during this contract, which concerns the personal, financial or other affairs of Client and its agents and employees will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

- 9. *Employment of Others.* Client may from time to time request that the Consultant arrange for the services of others outside of the employ of TecServ. All costs to the Consultant for those services will be paid by Client, but in no event shall the Consultant employ others without the prior authorization of Client.
- 10. *System Access.* Only Consultant's employees that are assigned to support Client will have login credentials and access to Client's systems. Temporary access for any outside contractor will only be provided after written permission from Client. Consultant will ensure that its employees with access to Client's system have undergone a background check and any criminal acts are cleared by Client prior to obtaining access to Client's system.
- 11. *E-Verify Clause.* Consultant will provide Client with proof of E-Verify for all employees and contractors providing any service on Consultants behalf.
- 12. *Change of dedicated personnel.* If for any reason there is going to be a change of the dedicated technical resource Client will have the opportunity to interview this person. If Consultant is unable to find a suitable replacement Client may opt out of remainder of contract.
- 13. *Non-Solicitation of Employees.* Client agrees that it will not solicit TecServ's employees to seek full or part time employment or other contractual arrangement with its company during the term of this Agreement or for eleven (11) months after the last invoice date from TecServ to Client. Client agrees that TecServ employees are not "contract for hire". Client shall not attempt to engage, contract or hire TecServ employees, independently of this Agreement without prior written consent from TecServ.

Client may be released from such restriction under the following terms and with written approval from TecServ:

- The payment of \$50,000.00 to TecServ for each employee hired by Client, and
- _____ Initial of Client demonstrating that Client understands and fully accepts the Non-Solicitation Covenant and terms and agrees to such terms should Client seek to hire or directly contract TecServ employees.

- 14. *Liability.* With regard to the services to be performed by the Consultant pursuant to the terms of this agreement, the Consultant shall not be liable to Client, or to anyone who may claim any right due to any relationship with the Corporation, for any acts or omissions in the performance of services on the part of the Consultant or on the part of the agents or employees of the Consultant, except when said acts of omissions of the Consultant are due to willful misconduct or gross negligence. Client shall hold the Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and Client pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Consultant and the Consultant is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.
- 15. *Venue.* This agreement and its performances there under shall be governed by the laws of the state of Utah. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

By: Charles VanAusdal Date: 07/17/2024

TecServ Managing Partner
Charles VanAusdal

North Ogden City

By: _____ Date: _____

Mayor, S. Neal Berube

By: _____ Date: _____

City Manager / Attorney
Jonathan W. Call

By: _____ Date: _____

Finance Director, Jami Jones

ATTEST:

Rian Santoro
City Recorder

Attachment A
Scope of Work

Program Definition:

- 4.5 hours onsite maintenance every week for applying software patches, checking backups, updating virus definitions, and troubleshooting problems.
- Remote monitoring of servers and routers 24 hours a day 7 days a week..
- Guaranteed response time of thirty minutes for remote work.
- Access to TecServ’s extensive knowledge base and technical staff.
- Additional projects and emergency work beyond the allotted hours will be billed at a discounted rate of \$175 per hour with a one hour minimum for onsite work. Emergency work performed between 6:00 PM and 7:00 AM weekdays or anytime on weekends will be billed at \$262.50 an hour. After hours help desk support is available 24 hours a day, 7 days a week. Each call will be billed at the hourly rate in 15 minute increments.



Staff Report to the North Ogden City Council

SYNOPSIS

Description: Dumpsters belonging to local businesses are negatively impacting neighboring residents.

Date: August 6, 2024

STAFF INFORMATION

Jay D Dalpiaz
jddalpiaz@nogden.org

QUESTION FOR COUNCIL

Would the Council like to pursue creating city ordinance requiring commercial businesses to keep their dumpster lids closed? I gave the below resident direction to call non emergency code enforcement on this matter, come to find out we don't have any way to enforce.

Communication from resident received on July 25, 2024:

Good morning City Council and Mayor, thank you for your time. I live to the west of Lee's Market, its strip mall and other dine in or take out establishments. I have no problem living near any of them and enjoy their food myself from time to time. The problem I've been having for years now is that these dumpsters on the southeast corner behind the stores have lids that are not being closed between workers putting garbage into them and the trucks that empty them, that is when they're not overloaded and unable to close lids, so what's happening is the birds as you can see in the pictures take full advantage of this regularly and then because I live so close they fly over my yard or land in my yard bringing these "gifts" they've found. I've found everything from tortilla and cheese to raw meat in my yard and when my dog of course finds these things he eats them and gets sick from the rotten food. So what I'm asking is that the businesses that use these dumpsters (or any dumpsters really) are required to keep their garbage inside with lids closed at all times so no wildlife is getting into them and no pets are getting sick from these unwanted "gifts".

Again, thank you for your time and please let me know if there's anything I can do to help remedy this situation. Matt

STAFF RECOMMENDATION

N/A

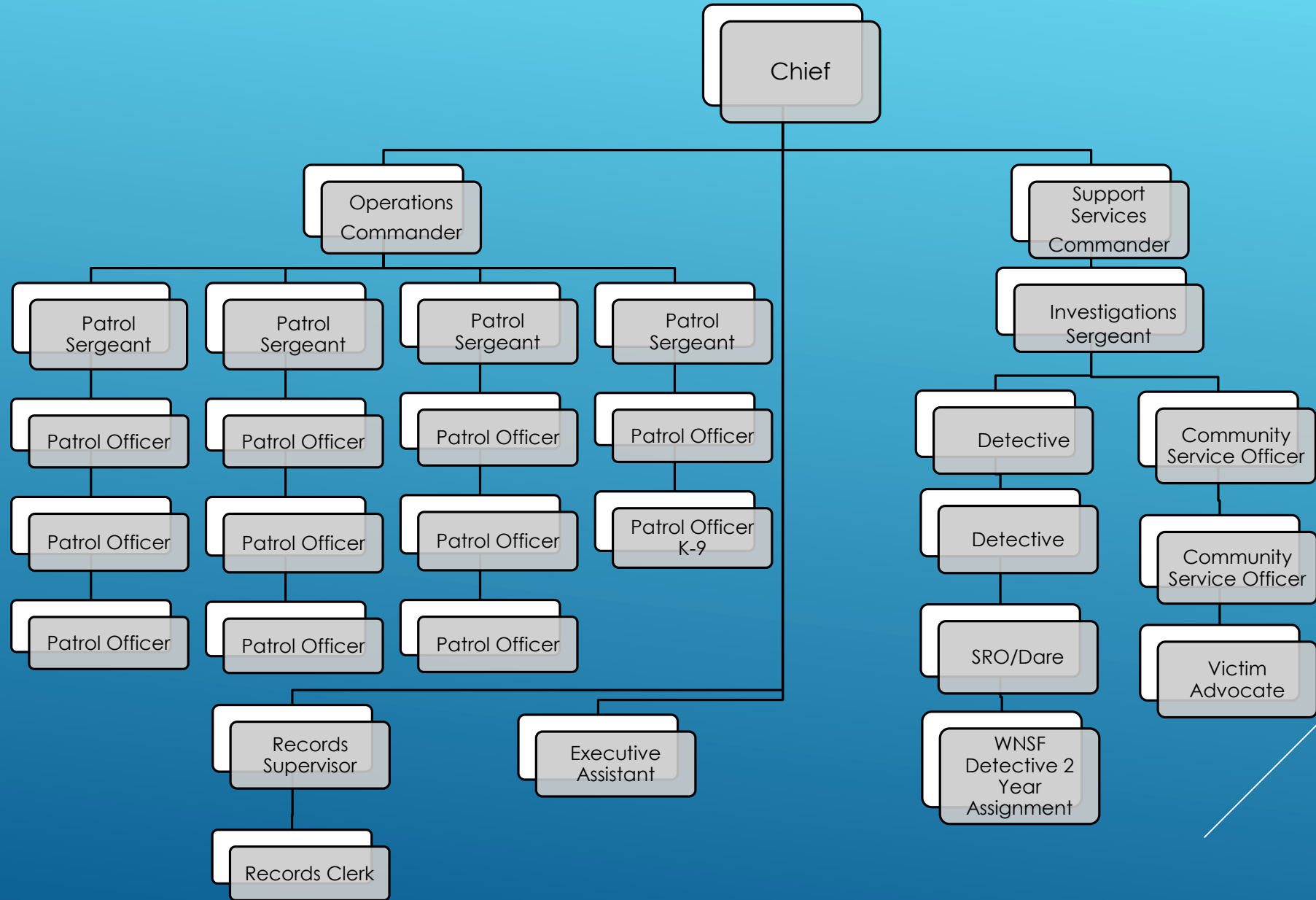
DISCUSSION



NORTH OGDEN POLICE DEPARTMENT 2024 STRATEGIC PLAN

MISSION, GOALS, OBJECTIVES,
METHODS, MEASURES OF EFFECT

DEPARTMENTAL ORGANIZATIONAL CHART



COLLATERAL DUTIES ORGANIZATIONAL CHART



PURPOSE

To obtain concurrence from the North Ogden City Mayor, the City Council, and City Manager on the Strategic Effort, Goals/Objectives, Methods, Priority Tasks, and Measures of Effect.

STRATEGIC PLAN

End State:

- Vibrant, healthy, economically-sound City enjoyed by residents, visitors, tourists.
- High favorability of City Administration and, specifically, the Police Department by residents and business owners.
- Part 1 (NIBRS) Crime Rate below the Top 5 for the State of Utah. Group A NIBRS crime rate below Top 5 for the State of Utah.
- Reputation as a highly-competent, well-trained, friendly yet professional Police Department.

STRATEGIC PLAN

Pathway to Success:

Intelligence-Based Policing: the use of information and data analysis to direct priority policing activities, thus causing the greatest impact on crime, criminal activity, and related conditions in the City.

- *Intelligence from our reporting systems drives the enforcement efforts of the Department.*
- *Requires detailed and high-quality reporting to capture maximum data and information for use in analysis.*
- *Requires Department focus on **Prioritized Activities** in keeping with the **Strategic Effort**.*
- *Requires Divisions accomplish their Goals and Objectives; all Department members know and fulfill their roles.*

STRATEGIC PLAN

Critical to Success:

Prioritization of Tasks

The North Ogden Police

Department can do *Anything*, but it
can't do *Everything*.

MISSION AND VISION

MISSION STATEMENT

WE STRIVE TO PROVIDE A SAFE AND SECURE COMMUNITY FOR ALL THAT VISIT, WORK, AND LIVE IN NORTH OGDEN CITY.

VISION STATEMENT

THE NORTH OGDEN POLICE DEPARTMENT MAINTAINS PUBLIC SAFETY BY REDUCING CRIME, DESTROYING THE PERCEPTION OF CRIMINALITY, AND WORKING WITH THE COMMUNITY TO CREATE AN ATMOSPHERE IN WHICH ALL PEOPLE MAY LIVE, THRIVE, AND FIND CONTENTMENT, SAFELY AND WITHOUT TREPIDATION.

NOPD VALUES



Integrity - A sound moral and ethical compass is necessary to steer us towards the right decisions. We adhere to what is right, and we hold ourselves to the highest ethical standard.



Compassion – We treat all individuals with empathy, respect, and dignity. We respect and value the sanctity of human life.

NOPD VALUES



Excellence - We strive for excellence through continuous improvement in all aspects of our performance.



Loyalty – We are loyal to the community having taken an oath to serve, protect and uphold the laws of the land.

NOPD VALUES



Courage– A commitment to accept responsibility and accountability for our actions and decisions as well as possess a quality of spirit that enables us to confront danger, fear, or difficulty with resolve.



Innovation- We challenge expectations by seeking out creative solutions to problems, and by embracing innovation to transform our community and profession.

DEPARTMENT-WIDE PRIMARY GOALS

In Order of Priority:

1. Reduce Group A NIBRS Crimes and other Criminal Behaviors within the boundaries of North Ogden City.
2. Maintain a sense of Order and Security throughout North Ogden City.
3. Destroy the perception of crime and criminality in North Ogden City.

SUPPORTING OBJECTIVES

Goal 1: Reduce NIBRS Group A Crimes and Criminal Behavior

- Pursue career criminals and habitual offenders for criminal prosecution using intelligence-based policing.
- Limit opportunities for the commission of crimes through active patrolling of high incident areas, focused utilization of technology, and the employment of CPTED concepts.
- Employ directed efforts in support of community activities and events.
- Employ high-visibility and proactive patrolling and citizen contact/enforcement to maintain a sense of order throughout the City.
- Generate increased amounts of data for analysis, dissemination, and deployment through active policing efforts in support of the Department's mission.
- Use a Modified CompStat Model for holding Commanders and Supervisors accountable for positive results.

SUPPORTING OBJECTIVES

Goal 2: Destroy the Perception of High Crime and Criminality in North Ogden City

- Locate, investigate, and abate environmental conditions and locations leading to, or causing, a diminished sense of security and order in North Ogden City and/or creating an appearance of crime and criminality.
- Regularly interact with the various constituencies in the Community to obtain their feedback and spread the Department's narrative.
- Engage the community using social media, press, information bulletins, and other media to generate a favorable narrative of North Ogden City.
- Develop key talking points on a variety of subjects for officers to use to ensure unity of information released.
- Use technology and data to identify negative trends and use the problem-solving process to implement solutions.
- Use a Modified CompStat Model for holding Commanders and Supervisors accountable for positive results.

SUPPORTING OBJECTIVES

- **Goal 3: Create a sense of order throughout the City**
- Use the high visibility of Contacts/Enforcement to demonstrate commitment to order in the City.
- Use the high visibility of vehicle, and foot patrol to demonstrate commitment to order in the City.
- Use the visibility of special enforcement activities to demonstrate commitment to order in the City.
- Use the placement of identifiable camera platforms and supporting technology to demonstrate a commitment to order in the City.

MEASURES OF EFFECT

- Part One Crime Rate (UCR)/Part A NIBRS: exceed the rate of reduction of National and State crime levels.
- Reduced the number of Calls for Service.
- Monitoring of FB and other social media with positive/negative “scoring.”
- **Increase in tax revenues.**

DIVISION ROLE IN MISSION ACCOMPLISHMENT

Operations Division: the Operations Division supports the accomplishment of the Department's Mission using **Directed Policing** efforts addressing high crime incidence areas and the perception of crime, as well as **Directed Efforts** at creating and maintaining a visible sense of order throughout the City.

METHOD – PATROL

1. Timely and efficient response to calls for service.
 - a. Effective use of officers at a Sgt level
2. Complete investigation and documentation of all calls for service.
 - a. Officers use proper investigative tools to investigate cases as far as possible
 - b. Officers complete thorough and detailed reports
3. Proactive patrol.
 - a. Proactive patrol during their uncommitted patrol time
 - b. These activities should be directed by the Patrol Sergeants based on data.

MEASURES OF EFFECT – PATROL

1. Reduction of Response Times. (5%)
2. Reduction in overall Crime Rate. (5%)
3. Increase in Self-Initiated Activity. (2% increase in SIFA)
4. Decrease of declinations and reports returned for corrections. (10%)

METHOD - TRAINING

TRAINING UNIT:

The Training Unit supports the mission, goals and objectives of the Department by ensuring all personnel receive high quality and effective training in support of their assignments, that all officers are highly trained in Officer Safety and Risk Mitigation, and that all personnel are properly equipped with vehicles and other items necessary for the performance of their functions. The Training Bureau will conduct thorough hiring processes to facilitate the hiring of top-quality police officers.

TRAINING UNIT: PRIORITY OF TASKS

1. Officer Safety and related training.
2. Career development and leadership training.
3. Effective provision and documentation of all training.
4. Equipment and vehicle management.
5. Recruitment of a highly qualified and diverse candidate pool.
6. Conduct a professional and efficient hiring process.

DIVISION ROLE IN MISSION ACCOMPLISHMENT

SUPPORT SERVICES DIVISION:

The Support Services Division supports the accomplishment of the Department's Mission by **Providing Resources** in the form of intelligence, proactive SRO and CSO investigations, Code Enforcement, Animal Control, Crossing Guards, Evidence and Detective follow up investigations designed to support the efforts of the Operations Division which reduce calls for service.

METHOD – SCHOOL RESOURCE OFFICER

SCHOOL RESOURCE OFFICER (SRO):

The SRO supports the Department’s mission, goals, and objectives by ensuring that the communities' children are safe while at school. The SRO also educates the children in safety, risk management and police relations, while working with each school’s administration in the identification and resolution of problems and students that require law enforcement attention.

PRIORITY OF TASKS:

1. Thorough and accurate reports.
2. Safety plans for each school.
3. Maintain an open and productive relationship with each school’s administration.

MEASURES OF EFFECT – SRO'S

SCHOOL RESOURCE OFFICERS:

1. Reduction in school related offenses through school visits and enforcement.
2. Increased education of students through programs such as DARE, and tabletop exercises related to safety.
3. A decrease in parental complaints by communicating regularly with administration regarding policy, procedure and police responsibilities as it pertains to enforcement.

METHOD – COMMUNITY SERVICES OFFICERS

COMMUNITY SERVICE OFFICERS (CSO's):

Prevent crime by being a **Visible Presence** on the streets of the City, by **Supporting** the Operations Division through the handling of calls for service which do not require a full-service officer and freeing full-service officers for higher priority tasks and assignments. CSOs **Support** a sense of order by **Providing** timely and effective desk and phone reporting, as well as **Supporting** Code Enforcement and Animal Control activities. CSO's also manage Evidence needs and requirements.

COMMUNITY SERVICE OFFICERS: PRIORITY OF TASKS

1. Support to desk, and phone reporting.
2. Support to reduced backlogged calls for service.
3. Respond to Code Enforcement complaints.
4. Respond to and solve Animal complaints.
5. Process and manage Evidence, ensuring that it is properly stored per state code.
6. Build positive relationships with the community by answering questions and providing other resources to resolve their concerns when applicable.

MEASURES OF EFFECT – CSO'S

COMMUNITY SERVICE OFFICERS:

1. Reduced response times for CSOs on field, desk, and phone reports.
2. Reduction in “board” time for backlogged CSO calls for service.
3. An organized and efficient evidence facility and process.
4. A reduction in Animal related CFS, increase in animal licensing, and a reduction in sheltered animals.
5. A Reduction in Code Enforcement CFS through enforcement.

METHOD/MOE'S – EVIDENCE (CSO'S)

EVIDENCE:

Evidence Custodians **Support** crime reduction by ensuring the sanctity of evidence and its availability for effective prosecution.

PRIORITY OF TASKS:

1. Efficient and effective evidence and property management.

MEASURES OF EFFECT:

1. No failed prosecutions due to lost or mishandled evidence.
2. Timely and efficient delivery of physical and digital evidence to the lab and prosecutors.

METHOD/MOE'S – CROSSING GUARDS

METHOD:

1. No accidents involving children at manned crossings by reporting unsafe conditions and situations.
2. Department support from the crossing guard CSO Coordinator.
3. Continual Hiring Process to overcome turnover.

MEASURES OF EFFECT:

1. Proper reporting of damage, non-working equipment to responsible entity. No complaints for unsafe conditions or situations at manned crossings. Increased training to look for areas of concern.
2. CSO Crossing Guard Coordinator will be involved in the hiring process to stay on top of turnover.

METHOD - INVESTIGATIONS

INVESTIGATIONS (DETECTIVES):

The Detectives support crime reduction by conducting high quality effective investigations into crimes to ensure identification of criminals and their successful prosecution. Detectives should facilitate the return of stolen property and assets to victims whenever possible.

METHOD:

The North Ogden Police Department Investigations Bureau **INTENDS TO BE THE PREMIER INVESTIGATIVE AGENCY IN WEBER COUNTY.** NOPD Detectives will set the standard in knowledge, Professionalism, and Skill. Customer Service is our top priority, and we commit to achieving a reduction in crime through the relentless identification and prosecution of criminal offenders in North Ogden City.

MEASURES OF EFFECT - INVESTIGATIONS

1. **NOPD Investigations will adopt and maintain a culture of professionalism and unit Pride**
 - Positive partner-agency satisfaction surveys (Measuring customer service performance)
 - Exceed average number of applicants for open positions (Indication of culture health)
2. **Investigate rather than Just manage case loads**
 - Achieve 10% increase in cases resolved by arrest, citation, summons, or warrant
3. **Constantly pursue personal and organizational progress**
 - Unit-specific trainings will be conducted in addition to those mandated by the city and or department.
 - Trainings will be tailored to an NOPD Investigator
4. **Resourcefulness over resources**
 - Exceed 2023 utilization figures of rapid DNA, and HTF Employees.

METHOD - RECORDS

RECORDS BUREAU (RECORDS):

The Records Bureau supports the Department's mission, goals, and objectives by ensuring complete, accurate data entry supporting effective historical analysis, case reach-back supporting investigations, and oversight of the Records Management System (RMS).

PRIORITY OF TASKS:

1. Thorough, accurate and efficient management of records that regularly exceed personal performance standards.
2. Timely and accurate response to GRAMA requests.
3. Maintain an exceptionally low error rate, for NIBRS reporting.

METHOD/MOE'S – VICTIM ADVOCATE

VICTIM ADVOCATE:

The Victim Advocate **Supports** crime reduction by ensuring that victims of crimes receive the services and emotional support they require to assist in successfully prosecuting criminals and positively moving forward in their respective lives.

PRIORITY OF TASKS:

1. Efficient and effective victim management management
2. Provide essential victim services

MEASURES OF EFFECT:

1. Reduced failed prosecutions due to victim refusals.
2. A reduction in repeat victimization of victim by suspect(s).

METHOD – PUBLIC INFORMATION OFFICER

PUBLIC INFORMATION OFFICER (PIO):

The Public Information Officer (PIO), supports the department's mission, goals, and objectives by collecting, assessing and sharing verified information with the public and the media via press briefings, press releases and Social Media management. The PIO facilitates interaction between the public and NOPD through Social Media.

PRIORITY OF TASKS:

1. Continue to build and maintain relationships with news media.
2. Utilize Social Media to rapidly disseminate accurate information to the public and build positive opinions of the PD through social media.
3. Monitor Social Media sites and be aware of emerging Social media platforms.

CONSTRAINTS TO PERFORMANCE

- Staffing .vs. demand for services (burnout).
- Impediments from legislative efforts (JRI, limiting use of technology)
- Inability to keep career criminals in prison and jail (Bail reform).

**GREATEST THREAT TO MISSION
ACCOMPLISHMENT**

Mission Creep

Creating

Crisis Management

DISCUSSION/REVIEW

QUESTIONS?
COMMENTS?