



## CITY COUNCIL MEETING

NOVEMBER 12, 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/81978896823>

Webinar ID: 819 7889 6823

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 Barker

#### **CONSENT AGENDA**

1. Call for Conflict of Interest Disclosure
2. Discussion and/or action to approve the October 8, 2024, and October 22, 2024, Meeting Minutes
3. Discussion and/or action to approve the Final Acceptance of the Views at Rockwood Subdivision  
Presenter: Public Works Inspector Dylan Hill
4. Discussion and/or action to appoint a City Council Member to serve on the Weber Communities that Care (CTC) Board  
Presenter: Mayor Berube

#### **ACTIVE AGENDA**

5. Public Comments\*
6. Discussion and/or action to consider Ordinance 2024-21, Zoning Text Amendment related to residential setbacks on Restricted "R" lots  
Presenter: Planner Ryan Nunn
7. Discussion and/or action to approve the Redevelopment Agency (RDA) Grant percentages to be awarded to the RDA Grant applicants  
Presenter: City Manager/Attorney Jon Call
8. Discussion and presentation of the new North Ogden City Website  
Presenter: City Recorder Rian Santoro

#### 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 7th day of November 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 8/13/2024.

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.

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

October 8, 2024

The North Ogden City Council convened on October 8, 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 October 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 (arrived at 6:20 p.m.)
Jay D Dalpias	Council Member
Chris Pulver	Council Member
Christina Watson	Council Member

STAFF PRESENT:

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

VISITORS:

Reed Miller  
Kevin Burns  
Brenda Ashdown  
Phillip Swanson  
Sandy Cochran  
Michael Kincanon  
Stef Casey (Zoom)

0:00:05 Mayor Berube called the meeting to order and North Ogden City resident, Brenda Ashdown offered the thought by quoting Mahatma Gandhi.

“Keep your thoughts positive because your thoughts become your words. Keep your words positive because your words become your behavior. Keep your behavior positive because your behavior becomes your habits. Keep your habits positive because your habits become your values. Keep your values positive because your values become your destiny.” Brenda then led in the Pledge of Allegiance.

### **CONSENT AGENDA**

#### **1. CALL FOR CONFLICT OF INTEREST DISCLOSURE**

0:01:45 No conflict of interest was disclosed.

### **ACTIVE AGENDA**

#### **2. PUBLIC COMMENTS**

0:02:58 No public comment was made.

#### **3. DISCUSSION AND/OR ACTION FOR THE ACQUISITION OF WEBER COUNTY SURPLUS PROPERTY, PARCEL 16-049-0130**

0:03:16 Community and Economic Development Director Scott Hess provided an update on a property that the City Council had previously discussed. He reminded the Council that after the last meeting, various City departments, including Sewer, Stormwater, and Parks, had evaluated the property and provided feedback. The property, owned by Weber County and located at approximately 3220 North Mountain Road, is a hillside parcel with no direct frontage on Mountain Road. It is currently landlocked, but the City does own adjacent property, providing limited access. The County is offering to sell the parcel to the City for its taxable value of \$12,527.96. The original proposal included a requirement to build a restroom on the property within 5 years, but the City has requested an extension to complete the restroom within 10 years. If the City fails to meet this requirement, the property will revert back to the County. Scott noted that this is a long-term plan, and acquiring the parcel would give the City control over the land and its future development.

Council Member Pulver expressed support for the purchase, noting that the budget had allocated \$13,000 for the transaction.

He also asked about the potential for future development in the area, to which Scott responded that challenges exist, especially with water pressure and the elevation of the site, but development could be more feasible in the long term.

Council Member Watson raised concerns about the steepness of the property and potential safety issues, such as kids sledding into neighboring yards. She also inquired about the viability of the investment after factoring in the costs of a restroom, water access, and other improvements. Scott confirmed that despite these additional costs, the property remains a valuable purchase, especially given the low price for the four-acre parcel. Council Member Watson also sought clarification on the requirement for a restroom, to which Scott explained that the County made the restroom a condition of the sale.

**Council Member Barker motioned to approve A16-2024, the Acquisition of Weber County Surplus Property, Parcel 16-049-0130. Council Member Pulver seconded the motion.**

**Voting on the motion:**

<b>Council Member Barker</b>	<b>aye</b>
<b>Council Member Cevering</b>	<b>excused</b>
<b>Council Member Dalpiaz</b>	<b>aye</b>
<b>Council Member Pulver</b>	<b>aye</b>
<b>Council Member Watson</b>	<b>aye</b>

**The motion passed unanimously.**

**4. DISCUSSION AND/OR ACTION TO APPROVE THE AGREEMENT FOR THE PRODUCTION OF NEWSIES AT THE BARKER PARK AMPHITHEATER IN THE SUMMER OF 2025**

0:13:26 City Manager/Attorney Jon Call discussed the agreement related to the use of the Amphitheater for the upcoming production of Newsies. He explained that after the show concludes, the production group will have 45 days to calculate their expenses and issue the City a check for half of any profits. There is no guarantee of revenue, but if profits are realized, the City will receive a share. The agreement was initially drafted to grant the group exclusive use of the Amphitheater from July 12 to August 9, but negotiations were made to ensure that the Amphitheater is available for other City events or performances, particularly on Friday nights when the group does not rehearse.

The partnership was characterized as positive, with the City incurring no direct expenses other than potential lost revenue from other rentals.

Council Member Watson inquired about the safety of the Newsies props and sets if other groups used the facility simultaneously. Jon assured the Council that deposits, cameras, and other precautions would be in place to protect the equipment. Council Member Dalpias asked whether the production group would provide their own insurance. Jon confirmed that they would sign the standard Facility Use Agreement and carry a \$2 million insurance policy, which exceeds the City’s requirements. He also added language to the agreement stipulating that payment would be made within 45 days of the show’s conclusion.

**Council Member Watson motioned to approve Agreement A17-2024 for the Production of Newsies at the Barker Park Amphitheater in the Summer of 2025. Council Member Dalpias seconded the motion.**

**Voting on the motion:**

<b>Council Member Barker</b>	<b>aye</b>
<b>Council Member Cevering</b>	<b>excused</b>
<b>Council Member Dalpias</b>	<b>aye</b>
<b>Council Member Pulver</b>	<b>aye</b>
<b>Council Member Watson</b>	<b>aye</b>

**The motion passed unanimously.**

**5. DISCUSSION AND/OR ACTION TO APPROVE THE CITY CODE AMENDMENT FOR ALCOHOL BEVERAGE SALES**

**0:18:15** City Manager/Attorney Jon Call provided an update on a proposed amendment to the City's alcohol ordinance. He explained that the current City Code was outdated, as the State had recently changed the definition of alcohol percentages, moving from a weight-based to a volume-based system. Instead of keeping a detailed and complex definition in the City's Code, the new amendment proposes referencing the Utah Alcohol Beverage Control Act directly. This would ensure the City’s definition of beer remains up to date as the State makes changes, simplifying the process of maintaining compliance with State law.

Council Member Pulver mentioned that in his review of the Utah Alcohol Beverage Control Act, he noticed some discrepancies in the City’s Code where it references an older section of the State law, specifically 32A instead of the updated 32B.

He noted that while it doesn’t affect the current amendment, it might be relevant to other sections of the City Code. Council Member Pulver also raised a question about whether the City Code allows for the sale of alcoholic beverages with a higher alcohol content, such as wine.

Jon responded that the current City Code does not allow for alcohol above certain percentages. He suggested that if the City were to attract businesses or restaurants that sell higher alcohol content beverages, such as wine, the Code would need to be amended. He noted that this could be included in the broader Code changes that are scheduled for approval by January.

**Council Member Barker motioned to approve Ordinance 2024-19, City Code Amendment for Alcohol Beverage Sales. Council Member Dalpias seconded the motion.**

**Voting on the motion:**

<b>Council Member Barker</b>	<b>aye</b>
<b>Council Member Cevering</b>	<b>aye</b>
<b>Council Member Dalpias</b>	<b>aye</b>
<b>Council Member Pulver</b>	<b>aye</b>
<b>Council Member Watson</b>	<b>aye</b>

**The motion passed unanimously.**

**6. COUNCIL DEPARTMENT REPORTS**

a. Council Member Dalpias – Police Department

0:22:35 Council Member Dalpias provided an update on the Police Department, announcing the swearing-in of two new officers, Officer Bersamin, and Officer Vargas. He shared statistics on calls for service, noting that in 2023 there were 10,755 calls received by Dispatch, while in 2024, the year-to-date total was 5,616. Including self-initiated and officer-involved calls, the 2023 total was 15,441, compared to 10,385 so far in 2024.

He also highlighted that out of 3,534 traffic stops this year, there were 1,604 citations issued, emphasizing that officers often exercise discretion and give warnings when appropriate. Additionally, he provided information on Community Service Officer calls, which address code enforcement issues, noting 520 calls in 2024, compared to 837 in 2023.

Mayor Berube added to the discussion, explaining that Community Service Officers primarily respond to complaints rather than actively patrolling for violations, and encouraged residents to report issues through Non-Emergency Dispatch. He also addressed misconceptions about traffic citations, clarifying that 85% of citation revenue goes to the State, and the City receives only enough to cover Justice Court operating costs. He emphasized that the goal of traffic enforcement is safety, not revenue generation, reminding residents that officers aim to keep the City safe by enforcing traffic laws.

b. Council Member Cevering – Building and Planning Departments

0:27:34 Council Member Cevering reported that Scott Hess, along with Ryan Nunn from the Planning Department, will be attending a training session in Provo hosted by the Utah American Planning Association. This ongoing training is aimed at enhancing their skills and knowledge. He also mentioned that Nate Davis from the Building Department continues to oversee inspections for both residential and commercial buildings. Council Member Cevering noted that Prominence Point has met the requirements outlined in the Development Agreement for phase one, and a final inspection can now be scheduled. Favorable temperatures have allowed contractors to continue preparing the area for new construction.

Mayor Berube asked for an update on building permits and how they compare to the City's budget projections. Council Member Cevering did not have the information on hand but indicated he would provide it in the future. Mayor Berube agreed that it would be helpful for the Council to track the progress in relation to budgeted revenue.

c. Council Member Barker – Parks Department

0:29:07 Council Member Barker mentioned meeting with Jamie and Tyler at a staff barbecue the previous week and noted that the parks are looking greener than ever. He praised the staff for their excellent work, attributing the improved conditions to their efforts and the cooler weather. Mayor Berube added that Lomond View Park looked particularly good over the weekend and reminded the Council that decisions need to be made soon regarding the Cherry Days celebration and their approach to the event to ensure a successful celebration.

## 7. PUBLIC COMMENTS

0:32:52 Michael Kincanon, North Ogden City Resident, expressed both an observation and a complaint. He noted that this year, Heroes Boulevard lacked the hanging plants and banners seen in previous years. He mentioned cosmetic issues, such as missing and crooked banners, and highlighted that the banners for his two children, who are active-duty military, were missing entirely. Despite contacting the City before Cherry Days, and being told the banners would be reprinted, the situation remained unchanged weeks later. Mr. Kincanon shared his desire to see his children's banners displayed again, especially as they approach retirement from their military careers. He also commented on the light poles, stating they looked better with the plants last year, and encouraged the City to consider bringing them back. He suggested that local businesses could sponsor the plants to help beautify the area.

Mayor Berube responded, noting that the flowers had not been up for a couple of years and that the expenses for these beautifications were previously covered by RDA funds. Once funding shifted to the General Fund, which would require raising taxes, the Council decided not to continue the program. Mayor Berube asked City Staff to follow up on the banner situation.

0:36:22 Phillip Swanson, North Ogden City Resident, expressed his appreciation for the City's service, particularly in managing the recent burning at the Greenwaste Facility (the pit). He acknowledged that it likely led to an influx of text messages, emails, and phone calls. While recognizing the difficulty of the decision, he emphasized that, given the City's tight budget, burning at the pit is the most cost-effective way to dispose of waste without incurring significant expenses. He thanked the City for handling the situation, noting that it is always a challenging week when the pit is burned.

0:37:42 Reed Miller, North Ogden City Resident, commented on a large bump he encounters while driving from Ogden along Washington Boulevard to 2600 North near Wendy's. He mentioned that the bump affects the turning lane in that area and noted that it impacts hundreds, possibly thousands, of drivers.

## 8. MAYOR/COUNCIL/STAFF COMMENTS

0:38:30 Mayor Berube highlighted the recent Arbor Day celebration, where two trees were planted at Lomond View Park to maintain the City's Tree City status. He noted that North Ogden has been a Tree City for 17 years and expressed appreciation for Mr. Call, the Chairman of the Tree Board, for his efforts in overseeing the event.

0:38:52 City Recorder Rian Santoro informed the Council that ballots will be mailed out on October 15. She reminded residents to submit their ballots through the ballot drop box located in front of the Library and to avoid placing them in the utility payment box.

0:39:10 Mayor Berube reminded everyone about the importance of complying with the City's sign ordinance, particularly during election season. He emphasized that no signs should be placed on City property, and any violations should be reported to Community Services. He also stated that City Staff should not hesitate to remove and discard illegal signs. Council Member Pulver clarified that the Building Inspector was previously responsible for removing signs, but recent code changes have shifted this responsibility to City Staff. City Manager/Attorney Jon Call added that removed signs, if still usable, are stored behind City Hall for candidates or campaign teams to reclaim. Mayor Berube concluded by highlighting that the issue isn't limited to political signs but includes commercial and realtor signs as well and advised residents to be aware that their signs may be removed if non-compliant.

0:41:35 Council Member Cevering acknowledged the cost of the flowers and landscaping, noting that the total investment, including purchasing and watering, amounted to around \$30,000. He explained that some residents have expressed concern about this expense, and while he appreciated the suggestion to approach businesses for support, he wanted to make sure everyone was aware of the financial commitment. He also commented on the positive visual impact of the flowers, particularly with the banners honoring military service members. He mentioned that the topic of the flowers has sparked diverse opinions among residents, with some supporting the beautification efforts while others are opposed to the cost. He thanked the public for sharing their thoughts.

0:43:41 City Manager/Attorney Jon Call proposed organizing a Council Retreat to discuss City priorities, policies, and budget matters before the upcoming budget session. He explained that the retreat would be a public meeting, recorded, and likely held outside of the usual Council Room. He planned to send out a Doodle Poll to find a suitable time for everyone, suggesting it might take place over a day and a half. Mayor Berube added that the retreat would include an educational session on amending motions and the role of the City Council to help members feel more comfortable with decision-making processes. Jon also mentioned the upcoming Trunk or Treat event at the Aquatic Center on October 26, from 10 a.m. to 2 p.m. He invited Council Members and City Staff to volunteer and hand out candy, and noted that efforts would be made to streamline the event to avoid long lines.

9. **ADJOURNMENT**

**Council Member Watson motioned to adjourn the meeting.**

**The meeting adjourned at 6:47 p.m.**

\_\_\_\_\_  
S. Neal Berube, Mayor

\_\_\_\_\_  
Rian Santoro  
City Recorder

\_\_\_\_\_  
Date Approved

DRAFT

**NORTH OGDEN CITY COUNCIL  
MEETING MINUTES**

October 22, 2024

The North Ogden City Council convened on October 22, 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 October 17, 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 (Joined via Zoom at 6:15 p.m.)
Ryan Barker	Council Member
Blake Cevering	Council Member (Zoom)
Jay D Dalpias	Council Member
Chris Pulver	Council Member
Christina Watson	Council Member

**STAFF PRESENT:**

Jon Call	City Manager/Attorney
Rian Santoro	City Recorder
Dave Espinoza	Public Works Director/Assistant City Manager

**VISITORS:**

Kevin Burns	Colton Bryan
Sandy Cochran	Lonny Eldridge
Brenda Ashdown	Cheryl Stoker
Stefanie Casey	Randy Edmunds
Phil Swanson	Jacque Hoggan (Zoom)
Charlotte Ekstrom	Susan Kilborn (Zoom)
Travis Taylor	

**0:00:06** Mayor Pro Tempore Barker called the meeting to order and Council Member Watson offered the thought, sharing insights from a recent training for the North Ogden City Youth Council.

The training highlighted the importance of service learning and near-peer mentoring for youth success, helping them build resilience and recognize the value of serving others. Council Member Watson encouraged applying these principles in leadership and service, noting the personal and community benefits of helping others. She then led in the Pledge of Allegance.

**CONSENT AGENDA**

**1. CALL FOR CONFLICT OF INTEREST DISCLOSURE**

0:03:12 No conflict of interest was disclosed.

**2. DISCUSSION AND/OR ACTION TO APPROVE THE OCTOBER 1<sup>ST</sup>, 2024, MEETING MINUTES**

0:03:44 Council Member Pulver motioned to approve the October 1st, 2024, Meeting Minutes. 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.

**ACTIVE AGENDA**

**3. PUBLIC COMMENTS**

0:04:20 Cheryl Stoker, a North Ogden City resident, expressed appreciation for the Police Department's efforts in addressing traffic and speeding issues on Mountain Road. However, she raised concerns that the speed limit signs are placed in ineffective locations and do not provide an accurate measurement of vehicle speeds.

Cheryl noted that speeding near her home is a persistent problem, with most vehicles traveling over 35 mph. She also shared several incidents of property damage, including a broken window and damage to her garden caused by speeding vehicles. She urged action to address the issue before it leads to a serious accident.

0:05:40 Lonny Eldridge, a North Ogden City resident, expressed concern about speeding on 1510 North, stating that vehicles travel too fast down the short, hilly road. He echoed similar concerns raised by the previous speaker and requested any assistance in addressing the issue, though he was unsure of the exact solution.

4. **DISCUSSION AND/OR ACTION TO CONSIDER ORDINANCE 2024-20 ANNEXING 20.500 ACRES LOCATED AT APPROXIMATELY 1661 NORTH WASHINGTON BLVD**

0:07:01 City Recorder Rian Santoro discussed an Annexation Petition filed by Westates Companies on behalf of property owner Jim Hill for the property located at 1661 North Washington Boulevard. The annexation process began with the Weber County Surveyor's review and approval of the annexation map on July 2, 2024. The North Ogden City Council accepted the petition on August 6, 2024. The property falls within North Ogden City's annexation declaration policy and no protests were received for this annexation.

City Manager/Attorney Jon Call presented a map showing the location of the property in relation to Washington Boulevard, 1700 North, and other properties that have been or will be annexed into North Ogden.

- a. Public Hearing to receive comments on the Petition of Annexation

**Council Member Dalpiaz motioned to open the Public Hearing. Council Member Watson seconded the motion. All those in attendance voted aye.**

0:10:10 No public comment was made.

**Council Member Pulver motioned to close the Public Hearing. Council Member Dalpiaz seconded the motion. All those in attendance voted aye.**

b. Discussion and/or action to consider Ordinance 2024-20 annexing 20.500 acres located at approximately 1661 N Washington Blvd.

0:11:17 Travis Taylor with Westates presented on a new development project involving annexation and outlined several key aspects. He described the types of housing units (townhomes and apartments) planned, as well as challenges with Mud Creek, which runs through the area. Coordination with the State and neighboring developers is required to realign the creek. He shared examples of similar developments and discussed their design features, such as townhomes and stacked flats.

Discussion included potential collaboration with the local School District on open space, leveraging a retention pond as a shared space for stormwater management and public use. Council Members raised concerns about the balance between rental units and homeownership, especially given the City's desire to encourage ownership opportunities for young families. Travis acknowledged the importance of this feedback and said it would be considered in further planning.

City Manager/Attorney Jon Call recommended proceeding with annexation contingent on a development agreement that would address public space and collaboration with neighboring developers. This agreement would also allow for future discussions about design details, including the balance of rental and ownership units.

Council Members generally supported the annexation but expressed a desire to ensure that future plans consider the City's long-term goals for housing and open space.

Council Member Dalpiaz emphasized that the current discussion was more focused on the annexation and zoning decision, indicating that more detailed concerns about development specifics, like housing types, could be addressed later. He expressed his support for moving forward with the annexation under R4 zoning.

Council Member Watson raised concerns about the concentration of high-density housing in one area of the city and stressed the importance of considering larger green spaces and amenities to alleviate the issue. She supported the Planning Commission's recommendation for more significant communal areas, such as ball fields, and encouraged collaboration between developers and the school to create more functional and integrated public spaces.

City Manager/Attorney Jon Call clarified that while the annexation could proceed, the recommendation from staff was to delay the vote until a development agreement was also in place. This would ensure that concerns about open space, park development, and housing balance could be addressed as part of the agreement rather than after the annexation was approved.

The postponement allows time for the City to work through key concerns, such as the location and scale of parks, ensuring the annexation aligns with the City’s long-term goals for development, open space, and balanced housing options. It was agreed that this item will be brought back before the Council in December.

**Council Member Watson motioned to table Ordinance 2024-20 annexing 20.500 acres located at approximately 1661 North Washington Blvd. Council Member Cevering seconded the motion.**

**Voting on the motion:**

<b>Council Member Barker</b>	<b>aye</b>
<b>Council Member Cevering</b>	<b>aye</b>
<b>Council Member Dalpiaz</b>	<b>nay</b>
<b>Council Member Pulver</b>	<b>aye</b>
<b>Council Member Watson</b>	<b>aye</b>

**The motion passed on a 4 to 1 vote.**

**5. DISCUSSION AND/OR ACTION TO APPROVE RESOLUTION 07-2024, AMENDING THE NORTH OGDEN CITY POLICY FOR CITY SPONSORSHIPS AND EVENTS TO INCLUDE THE WEBER CTC (COMMUNITIES THAT CARE)**

0:44:17 City Manager/Attorney Jon Call presented a revised policy regarding the use of City facilities for partner organizations. The revision arose in response to a request from Weber Communities That Care (CTC) to use the Senior Center for a private recognition event without a fee, despite not being previously listed as a City partner. Jon proposed adding Weber CTC to the list of recognized partners and creating a new category for non-public, partnered events that would allow partners to use City facilities for free, even if the events were not open to the public.

Council Members expressed mixed opinions. Council Member Pulver voiced concerns about the potential for the policy to be extended too broadly, allowing more groups to request free use of facilities. Jon clarified that while the current policy tied the City’s hands, it would have allowed staff to waive the fee in the past without issue.

Council Member Dalpiaz noted that this was the first real test of the new policy and shared initial hesitation but recognized the importance of supporting organizations like Weber CTC.

Council Member Watson supported the change, stating that the City has a strong partnership with Weber CTC, and that the limited number of partners should prevent abuse of the policy.

**Council Member Watson motioned to approve Resolution 07-2024, amending the North Ogden City Policy for City Sponsorships and Events to include the Weber CTC (Communities that Care). Council Member Pulver seconded the motion.**

**Voting on the motion:**

<b>Council Member Barker</b>	<b>aye</b>
<b>Council Member Cevering</b>	<b>aye</b>
<b>Council Member Dalpias</b>	<b>aye</b>
<b>Council Member Pulver</b>	<b>aye</b>
<b>Council Member Watson</b>	<b>aye</b>

**The motion passed unanimously.**

**6. DISCUSSION ON THE 2024 RDA GRANT PROJECT FUNDING**

0:54:27 City Manager/Attorney Jon Call provided an educational overview of the Redevelopment Agency (RDA), established in 1990 after a significant study. The RDA initially focused on addressing blight, which included vacant properties and underutilized land. While property tax increment collection began in 1993 with a base year of 1990, the funds generated have been allocated to various projects such as infrastructure improvements and business incentives, totaling approximately \$7 million over the past 30 years. However, the current RDA expired in December 2023, ending tax increment collections from that area, and a new grant program has been established to manage any remaining funds.

The Council discussed upcoming steps, including determining a maximum percentage for funding projects, evaluating submitted projects against established criteria, and prioritizing those projects for funding. Council Members expressed the need for clarity in funding percentages, especially concerning business projects, and emphasized the importance of prioritizing initiatives to maximize the impact of limited resources. The Council will reconvene to further discuss these topics, with plans to utilize a dynamic spreadsheet to aid in decision-making.

7. **DISCUSSION ON THE NORTH OGDEN CITY GREEN WASTE FACILITY**

1:08:47 Public Works Director/Assistant City Manager David Espinoza addressed the ongoing practice of burning green waste at the Green Waste Facility, a method utilized for over 12 years. Each fall, the City collects green waste and burns it as a cost-effective means of managing the material. David explained the alternative options, such as chipping the waste, which would require significant investment in equipment, or hiring a company, which would cost around \$25,000 annually. Chipping has historically posed challenges, including difficulties in disposing of the resulting mulch, which often contains unwanted materials like weeds, making it less appealing for residents. The Council acknowledged the complaints from nearby residents regarding the unpleasant odors during burning days, which typically occur for two or three days each year. Despite these concerns, Council Members emphasized the economic advantages of the current approach, noting that it allows them to keep costs low for residents using the green waste service. David assured the Council that all operations comply with State and Federal air quality regulations and that safety measures, including fire hoses and personnel on-site, are in place.

Council Members shared insights from their own experiences and interactions with constituents. Some expressed that discontinuing the burning would likely lead to an increase in individual yard burning, further complicating the issue. The Council discussions highlighted the importance of maintaining the Green Waste Facility for the overall benefit of the community, balancing residents' concerns with the need for effective waste management.

In conclusion, the Council agreed to continue the current practice while remaining open to periodic discussions about its effectiveness and potential improvements.

8. **DISCUSSION AND/OR ACTION TO APPROVE FINAL PLANS FOR THE 2025 CHERRY DAYS CELEBRATION**

1:21:31 City Manager/Attorney Jon Call emphasized the need to begin preparations for next year's Cherry Days celebration, as the process typically starts with vendor and parade applications in January. Various activities were proposed, including a small concert at Barker Park followed by fireworks, with Council Member Dalpiaz suggesting a more manageable schedule focused on a Thursday to Saturday timeframe. Concerns were raised about the workload on Council Members, with several expressing reluctance to take on extensive planning duties. Jon suggested potentially engaging an events consultant to help coordinate activities, which received support from the Council.

Council Member Watson highlighted the importance of fundraising to offset previous losses from canceled events, proposing that a small percentage of those funds could help cover contractor fees.

In light of these discussions, it was decided that City Manager/Attorney Jon Call will prepare a proposal for extending the contract with the current event consultant, including potential fundraising strategies, to be presented to the Council in November.

## 9. COUNCIL DEPARTMENT REPORTS

### a. Council Member Pulver – Public Works Department

1:33:11 Council Member Pulver provided several updates, starting with the Fall Clean up, with free usage of the Green Waste Pit for City residents this week, from 9:00 a.m. to 6:00 p.m., Monday – Friday, and on Saturday until 2:00 p.m.

The leaf truck will follow the same schedule as last year, picking up leaves the day after garbage collection.

As winter approaches, preparations are underway for snowplowing and police vehicle maintenance.

Council Member Pulver mentioned ongoing water line projects in the area, which have led to some complaints from residents due to the disruption. The City aims to settle the trenches before winter, with plans to completely redo the roads next year. Additionally, there was a recent walkthrough at Barker Park to enhance collaboration between the City and the Barker Park Committee for better resource utilization.

City Manager/Attorney Jon Call confirmed that the development project involving rock crushing is nearing completion, with the equipment expected to be removed by the end of October.

### b. Council Member Watson – Administration and Recreation Departments

1:35:58 Council Member Watson acknowledged the efforts of the Public Works Department for their work on City Hall while managing their regular responsibilities. She announced that the Trunk or Treat event is scheduled for this Saturday from 10:00 a.m. to 2:00 p.m. at North Shore Aquatic Center, featuring several City-themed trunks.

Additionally, she welcomed new officers and the new general office assistant, while noting that there are still open positions available on the City website.

With Elections approaching, she reminded everyone to turn in their ballots at the Library drop box.

Council Member Watson also mentioned that the launch of the new City website is imminent, with dedicated efforts underway to prepare for its November debut.

c. City Manager/Attorney Jon Call – Capital Projects

1:37:12 City Manager/Attorney Jon Call provided updates on several projects, including the relocation of the detention pond, where they are exploring an agreement with the NRCS for reimbursement once funds become available.

The new 2100 North reservoir is nearing State approval, and the contractor for Water Works Park is ready to start work, prioritizing asphalt completion before winter.

Regarding playground upgrades, Orton Park and Oaklawn Park are expected to receive new equipment, with plans to update Mountain View Park and Barker Park afterward, aligning all parks to a 15-year replacement schedule.

Additionally, bids for upgrades at the Aquatic Center are underway, with a proposal expected for the Council in November or December, detailing budget and project specifics. The Council will review bids for a new pool liner, which range significantly in cost, and approve the process for moving forward with selected contractors.

## 10. PUBLIC COMMENTS

1:41:07 Phillip Swanson, a North Ogden City resident, raised a concern about the difficulty hearing Council Members during meetings, urging them to speak up and into the microphone to ensure that audience members can clearly understand the discussions. Phillip emphasized the importance of speaking loudly and slowly, as many attendees struggled to hear what was being said.

1:42:01 Sandy Cochran, a North Ogden City resident, urged the Council to be transparent when discussing new developments, specifically requesting that they use clear terminology like "apartments" instead of vague descriptions. She pointed out that there are already 480 apartments planned at the Village at Prominence Point, and the Council does not yet know if these units will be occupied. Sandy advised the Council to consider this uncertainty before approving additional apartment developments.

1:43:00 Randy Edmunds, a North Ogden City resident, addressed concerns about the Green Waste Facility, which he lives close to. While he appreciates the service it provides, he emphasized that the smoke from the facility affects residents more than just during the two designated burn days. He noted that winds often blow smoke directly into homes, leading to health concerns and lingering odors that saturate fabrics.

Randy expressed disappointment that the Council seems to treat the issue as a minor inconvenience and urged the Council to consider the ongoing impact of the burning at the facility on nearby residents.

1:45:24 Susan Kilborn, a North Ogden City resident, sought clarification on whether the Cherry Days parade includes the kids' parade, to which she received a confirmation of "yes."

Susan also inquired where to submit a list of 501(c)(3) organizations she belongs to for facility usage opportunities. She was advised to send this list to City Manager/Attorney Jon Call, who agreed to provide her with the necessary criteria. Additionally, she asked about the frequency of City Council meetings outside of regular sessions, expressing curiosity about how Council Members prepare for meetings. Jon Call explained that staff holds Pre-Council meetings with staff and the Mayor, while the Council meets for scheduled sessions.

Susan concluded by encouraging everyone to vote in the upcoming election.

## 11. MAYOR/COUNCIL/STAFF COMMENTS

1:49:12 Council Member Dalpiaz briefly shared some updates and concerns. He noted that the Weber School District's former property at the top of Lakeview Drive and Washington Boulevard, which was thought to be designated for a school, is now privately owned.

He also mentioned a resident's concern regarding dog-leashing issues, suggesting that further discussion is needed to address the impact on the community.

Additionally, Dalpiaz visited a car wash near 2700 North and learned that the City might utilize their digital kiosk for community announcements, such as promoting events like the Trunk or Treat. He plans to follow up with the car wash staff to explore this opportunity further.

1:51:00 Council Member Watson acknowledged that her earlier comments about burn at the Green Waste Facility might have come off as insensitive, as she didn't realize the impact it has on nearby residents. She expressed surprise that burning occurs less frequently than expected, assuming it would happen multiple times a year. Council Member Watson emphasized the need to consider solutions to mitigate the discomfort for those living close to the facility, such as raising barricades or offering hotel accommodations for affected residents. She expressed empathy for those dealing with the situation and reflected on the importance of being more considerate in her remarks.

12. **ADJOURNMENT**

**Council Member Watson motioned to adjourn the meeting.**

**The meeting adjourned at 7:52 p.m.**

\_\_\_\_\_  
S. Neal Berube, Mayor

\_\_\_\_\_  
Rian Santoro  
City Recorder

\_\_\_\_\_  
Date Approved

DRAFT

---

---

**NORTH OGDEN CITY  
STAFF REPORT**

---

---

**TO: NORTH OGDEN CITY COUNCIL**

**FROM: DYLAN HILL**

**PUBLIC WORKS INSPECTOR**

**DATE: 10-29-2024**

---

BASED ON RECOMMENDATION FROM OUR CITY ENGINEER, ERIC CASPERSON, FINAL INSPECTIONS HAVE BEEN COMPLETED ON VIEWS AT ROCKWOOD SUBDIVISION. IT HAS BEEN FOUND UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$219,751.57 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW \$43921.92 HAS REMAINED WITH THE ESCROW AGENT THROUGH THE ONE YEAR WARRANTY PERIOD. 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.



\*W3267540\*

Item3.



E# 3267540 PG 1 OF 9

LEANN H KILTS, WEBER CTY. RECORDER  
19-DEC-22 2:41 PM FEE \$ .00 NNP  
REC FOR: NORTH OGDEN CITY

### SUBDIVIDER'S ESCROW AGREEMENT

Agreement made this 17 day of November, 2022,

between North Ogden City, a municipal corporation of the State of Utah,  
located in Weber County, Utah, (the "City"), and **Henry Walker Development  
LLC**

of **Davis County, Utah**, (the "Subdivider") and **Cottonwood Title,**

of **Davis County, Utah** (the "Escrow Agent").

## RECITALS

1. City and Subdivider have entered into a Developer's Agreement, dated 17 of November, 2022, attached hereto as Exhibit A, for the subdivision and construction of improvements on certain land located in the City to be known as **The Views at Rockwood Subdivision** and has requested formal approval and acceptance thereof by the North Ogden City Council.

2. Due to financial limitations, timing, or other considerations, the Subdivider is unable to install the improvements required by the Subdivision Ordinance of the City upon the entire proposed subdivision. Subdivider has, therefore, requested the City to permit development of the Subdivision in accordance with the Subdivision Ordinance of the City whereby the Subdivider may make payments upon the proposed subdivision by filing necessary deposits in escrow to cover the improvements.

3. Subdivider now desires to enter into this Escrow Agreement as security for his compliance with the ordinances, rules, regulations, requirements, and standards of the City and of the Developer's Agreement.

## AGREEMENT

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. Appointment of Escrow Agent. **Cottonwood Title** is hereby appointed Escrow Agent and Escrow Agent shall hold, in a separate escrow account or by sufficient guarantee outlined in NOC 12-4-1, the sum reflected in paragraph 2 hereof, subject to the terms and conditions hereinafter set forth.

2. Deposits in Escrow. The Subdivider shall deposit with Escrow Agent, or provide for sufficient guarantee as allowed under North Ogden Code 12-4-1 the sum of **\$219,751.57** 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 or released to Subdivider 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 **\$43,921.92** 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

or default is not corrected or improvements completed within 30 days following service of such demand, the City may recover the defect or complete improvements and charge the Subdivider such costs, unless Subdivider requests in writing, served by certified mail, with a copy likewise served upon the Escrow Agent by certified mail, a hearing before the North Ogden City Council within the aforementioned 30 day period of time respecting the alleged defects or incompleteness. The Escrow Agent, upon receiving instructions from the City of the defect and that the City has incurred the cost of correcting the defect, pay to the City from the Escrow Account the cost of correcting the defect, and the Escrow Agent shall be held harmless by the parties for its payments to the City.

6. Release of Escrow. One year after the accepted improvements and the improvements remain substantially free from latent defects, the City shall certify such fact to the Escrow Agent, who shall release to the Subdivider any money still held in the Escrow Account and the Escrow Agent shall be discharged of its obligations to the City.

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



Approved as to Form:

*[Signature]*  
North Ogden City Attorney

DocuSigned by:  
*Lara Mountford*

By: Escrow Agent  
Name: Lara Mountford  
Phone: ~~801-683-4636~~ 801-499-5983  
Email:  
lara@cottonwoodtitle.com  
File Ref: 148075-LMP

*[Signature]*  
By: Manager  
Subdivider (sign with Notary  
on next page)

State of Utah }  
                                  §  
County of DAVIS }

On this 17<sup>th</sup> day of November, 2022, personally appeared  
before me, Chad Bessinger, 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.



[Signature]  
Notary Public

# Exhibit A

Item3.

Eric Casperson, PE  
City Engineer  
[ecasperson@noqden.org](mailto:ecasperson@noqden.org)



PROJECT TITLE:  
**The Views at Rockwood**  
**North Ogden, Utah**

Developer: **J Fisher Company**  
October 12, 2022  
ESCROW SUMMARY

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount
<b>Paving - Asphalt</b>						
1	3" Asphalt with Fine Grade	0	SF	\$1.40	\$ 0.00	\$ 0.00
2	12" Roadbase Placement Street	0	SF	\$1.25	\$ 0.00	\$ 0.00
3	Temp Roadbase Turnaround	0	LS	\$4,087.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 0.00</b>
<b>Excavation</b>						
1	Grubbing Street ROW	0	LS	\$25,290.00	\$ 0.00	\$ 0.00
2	Cobble Swale Area	1	LS	\$1,827.00	\$ 1,827.00	\$ 1,827.00
3	Excavation Street and Lots to Subgrade	0	LS	\$238,843.00	\$ 0.00	\$ 0.00
4	Remove Existing Asphalt Driveway Locations	0	LS	\$9,583.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 1,827.00</b>
<b>Concrete Improvements</b>						
1	Curb and Gutter with Roadbase	0	LF	\$20.10	\$ 0.00	\$ 0.00
2	4' Sidewalk 4" Thick With Roadbase	5469	LF	\$24.25	\$ 132,623.25	\$ 132,623.25
3	4' Sidewalk 6" Thick With Roadbase	68	LF	\$37.05	\$ 2,519.40	\$ 2,519.40
4	Handicap Ramps	12	Each	\$1,050.00	\$ 12,600.00	\$ 12,600.00
5	Concrete Manhole Collar	39	Each	\$446.00	\$ 17,394.00	\$ 17,394.00
6	Concrete Valve Collar	26	Each	\$341.00	\$ 8,866.00	\$ 8,866.00
<b>Total:</b>						<b>\$ 174,002.65</b>
<b>Culinary Water</b>						
1	8" C-900 Water Main	0	LF	\$37.65	\$ 0.00	\$ 0.00
2	Temp Blowoff	0	Each	\$678.00	\$ 0.00	\$ 0.00
3	8" Tees	0	Each	\$868.00	\$ 0.00	\$ 0.00
4	8" Cross	0	Each	\$1,001.00	\$ 0.00	\$ 0.00
5	8" Bends	0	Each	\$602.00	\$ 0.00	\$ 0.00
6	8" Gate Valves	0	Each	\$1,926.00	\$ 0.00	\$ 0.00
7	Fire Hydrants	0	Each	\$6,006.00	\$ 0.00	\$ 0.00
8	2" Air Vac	0	Each	\$5,309.00	\$ 0.00	\$ 0.00
9	Pressure Test Culinary Water	0	Each	\$1,765.00	\$ 0.00	\$ 0.00
10	Connect to Existing Water Pipe Stubs	0	Each	\$1,614.00	\$ 0.00	\$ 0.00
11	North Ogden 1" Water Service	0	Each	\$1,901.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 0.00</b>
<b>Sewer</b>						
1	Connect to Existing Sewer Manhole	0	Each	\$3,089.00	\$ 0.00	\$ 0.00
2	Connect to Existing Sewer Stub	0	Each	\$709.00	\$ 0.00	\$ 0.00
3	8" PVC Sewer	0	LF	\$33.75	\$ 0.00	\$ 0.00



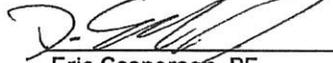
Eric Casperson, PE  
City Engineer  
[ecasperson@nogden.org](mailto:ecasperson@nogden.org)

PROJECT TITLE:  
**The Views at Rockwood  
North Ogden, Utah**

Developer: **J Fisher Company**  
August 31, 2022  
ESCROW SUMMARY - Mountain Road Section

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount
<b>Paving - Asphalt</b>						
1	Hot Mix Asphalt (5" Thick)	9920	SF	\$2.05	\$ 20,336.00	\$ 20,336.00
2	Road Base (6" Thick)	9783	SF	\$0.62	\$ 6,065.46	\$ 6,065.46
3	Granular Backfill Borrow (18" Thick)	9920	SF	\$1.60	\$ 15,872.00	\$ 15,872.00
4	Sidewalk (6 ft wide - 4" Thick)	34	LF	\$36.40	\$ 1,237.60	\$ 1,237.60
5	Manhole adjust to Grade and Collar	1	EA	\$2,500.00	\$ 2,500.00	\$ 2,500.00
<b>Total:</b>						<b>\$ 46,011.06</b>
<b>TOTAL</b>					<b>\$ 46,011.06</b>	<b>\$ 46,011.06</b>

Escrow Cost Estimate Approval



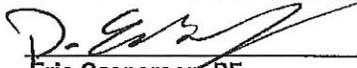
Eric Casperson, PE  
City Engineer

*10/12/22*  
Date

Note: This amount to be paid to North Ogden City for the items listed instead of bonding.

4	8" HDPE Sewer	0	LF	\$88.65	\$ 0.00	\$ 0.00
5	4" Sewer Lateral	0	Each	\$902.00	\$ 0.00	\$ 0.00
6	4" HDPE Sewer Lateral	0	Each	\$2,681.00	\$ 0.00	\$ 0.00
7	Clay Sewer Trench Cut Off	0	LS	\$1,150.00	\$ 0.00	\$ 0.00
8	48" Sewer Manhole	0	Each	\$2,956.00	\$ 0.00	\$ 0.00
9	60" Sewer Manhole	0	Each	\$4,230.00	\$ 0.00	\$ 0.00
10	Sewer Testing	0	LS	\$4,906.00	\$ 0.00	\$ 0.00
11	Import Gravel Bedding	0	Ton	\$19.05	\$ 0.00	\$ 0.00
<b>Total:</b>					<b>\$ 0.00</b>	
<b>Storm Drain</b>						
1	15" RCP Storm Drain	0	LF	\$37.50	\$ 0.00	\$ 0.00
2	15" ADS Storm Drain	0	LF	\$38.80	\$ 0.00	\$ 0.00
3	8" PVC Storm Drain	0	LF	\$27.50	\$ 0.00	\$ 0.00
4	8" PVC Perforated Gravel Seep	0	LF	\$44.35	\$ 0.00	\$ 0.00
5	12" Flared End Section Installed on	0	Each	\$1,058.00	\$ 0.00	\$ 0.00
6	18" Snout	0	Each	\$814.00	\$ 0.00	\$ 0.00
7	Curb Inlet Box	0	Each	\$2,049.00	\$ 0.00	\$ 0.00
8	Combo Inlet Box	0	Each	\$5,787.00	\$ 0.00	\$ 0.00
9	48" Storm Drain Manhole	0	Each	\$2,734.00	\$ 0.00	\$ 0.00
10	60" Storm Drain Manhole Sump	0	Each	\$3,758.00	\$ 0.00	\$ 0.00
11	60" Storm Drain Manhole	0	Each	\$3,781.00	\$ 0.00	\$ 0.00
12	60" Storm Drain Manhole with Weir Wall	0	Each	\$4,176.00	\$ 0.00	\$ 0.00
13	Detention and Sediment Storm Water	0	Each	\$2,772.00	\$ 0.00	\$ 0.00
14	Storm Drain Testing	0	LS	\$2,652.00	\$ 0.00	\$ 0.00
15	Import Gravel Bedding Storm Drain Pipe	0	Ton	\$19.05	\$ 0.00	\$ 0.00
16	Import Gravel Bedding Storm Drain	0	Ton	\$19.05	\$ 0.00	\$ 0.00
<b>Total:</b>					<b>\$ 0.00</b>	
<b>Sub-total</b>					<b>\$ 175,829.65</b>	<b>\$ 175,829.65</b>
<b>10% Guarantee</b>					<b>\$ 17,582.97</b>	<b>\$ 43,921.92</b>
<b>TOTAL</b>					<b>\$ 193,412.62</b>	<b>\$ 219,751.57</b>

Escrow Cost Estimate Approval

  
Eric Casperson, PE  
City Engineer

10/12/22  
Date





\*W3267541\*

E# 3267541 PG 1 OF 17

LEANN H KILTS, WEBER CTY. RECORDER  
19-DEC-22 242 PM FEE \$ .00 NNP  
REC FOR: NORTH OGDEN CITY

Item3.

**DEVELOPER’S AGREEMENT WITH NORTH OGDEN CORPORATION**

This Agreement entered into this 17 day of November, 2022, between **Henry Walker Development LLC**, County of Salt Lake City, 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 **The Views at Rockwood Subdivision**. 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 **November 9, 2021**, 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 **The Views at Rockwood Subdivision**, and agrees to hold \$ **219,751.57** (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 **The Views at Rockwood Subdivision**. 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 November 17<sup>th</sup>, 2022.

Henry Walker Development LLC  
Company Name

  
Signature, Manager (with Notary on next page)

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }  
§  
County of DAVIS }

On this 17<sup>th</sup> day of November, 2022, personally appeared before me, Chad Bessinger, 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.



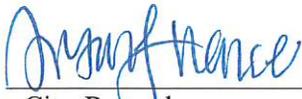
[Signature]  
Notary Public  
Davis County, Ut  
Residing at:

My Commission Expires:  
04/25/2024

NORTH OGDEN CITY CORPORATION

  
Mayor

ATTEST:

  
City Recorder



**NOTICE OF DECISION**

November 9, 2021

Brock Loomis and Mitch Vance  
J Fisher Companies  
1216 Legacy Crossing Blvd. Ste #300  
Centerville, Utah, 84014

Re: Final Plat Approval for The Views at Rockwood Subdivision

The North Ogden City Planning Commission met on July 7, 2021 and made a motion to grant final approval of the Views at Rockwood Subdivision, subject to the following conditions:

- Requirements of the North Ogden City Engineer's Report must be met prior to recording of the subdivision (except where superceded in this report).
- Also, the applicant needs to install the required right-of-way design, for an 80' right-of-way for Mountain Road on the portion of the property that is part of the subdivision, or bond for those necessary improvements.
- Requirements of the Technical Review Committee Letter (except where it may be superceded in this report).
- If the applicant would like the reduced 20' front setback permitted under North Ogden City Code, for lots that with slopes that are 10% or greater they should provide to Staff, (on a separate version of the plat), a slope percentage for each lot that they are seeking a reduced setback for, based on a point on the front property line, and a point on the rear property line. For each lot that is demonstrated to Staff to have 10% or greater slope, the applicant should adjust the buildable area for those lots to have a reduced 20' front setback, with Staff reviewing those adjustments prior to recording of the plat.
- Needs to show the entirety of Mountain Road on the plat (with the portion not on their property shown in more faint lines)
- On all corner lots, the applicant should provide second, alternate buildable area envelope boxes (where front and side setbacks are rotated to different sides of the lot).
- Sanitary sewer and secondary water will serve letters need to be amended to clarify that all lots in the subdivision will be able to be served, prior to recording.



I have attached copies of the Engineer's Report and the Technical Review Committee Meeting Letter in the same email this letter is being sent by means of, so that you have copies of the additional conditions of approval listed in those documents.

If you have any questions regarding the conditions of approval related to this subdivision, please contact the Planning Department at (801) 782-7211, or at my direct number listed below.

Regards,

**Brandon Bell, CNU-A** | Associate Planner

NORTH OGDEN CITY  
505 E. 2600 N.  
North Ogden, Utah, 84414  
Phone: (801)782-7211

[www.northogdencity.com](http://www.northogdencity.com)





Exhibit C



**SUBDIVIDER'S ESCROW AGREEMENT**

Agreement made this 17 day of November, 2022,

between North Ogden City, a municipal corporation of the State of Utah,  
located in Weber County, Utah, (the "City"), and **Henry Walker Development  
LLC**

of **Davis County, Utah**, (the "Subdivider") and **Cottonwood Title,**

of **Davis County, Utah** (the "Escrow Agent").

## RECITALS

1. City and Subdivider have entered into a Developer's Agreement, dated 17 of November, 2022, attached hereto as Exhibit A, for the subdivision and construction of improvements on certain land located in the City to be known as **The Views at Rockwood Subdivision** and has requested formal approval and acceptance thereof by the North Ogden City Council.

2. Due to financial limitations, timing, or other considerations, the Subdivider is unable to install the improvements required by the Subdivision Ordinance of the City upon the entire proposed subdivision. Subdivider has, therefore, requested the City to permit development of the Subdivision in accordance with the Subdivision Ordinance of the City whereby the Subdivider may make payments upon the proposed subdivision by filing necessary deposits in escrow to cover the improvements.

3. Subdivider now desires to enter into this Escrow Agreement as security for his compliance with the ordinances, rules, regulations, requirements, and standards of the City and of the Developer's Agreement.

## AGREEMENT

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. Appointment of Escrow Agent. **Cottonwood Title** is hereby appointed Escrow Agent and Escrow Agent shall hold, in a separate escrow account or by sufficient guarantee outlined in NOC 12-4-1, the sum reflected in paragraph 2 hereof, subject to the terms and conditions hereinafter set forth.

2. Deposits in Escrow. The Subdivider shall deposit with Escrow Agent, or provide for sufficient guarantee as allowed under North Ogden Code 12-4-1 the sum of **\$219,751.57** 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 or released to Subdivider 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 **\$43,921.92** 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

or default is not corrected or improvements completed within 30 days following service of such demand, the City may recover the defect or complete improvements and charge the Subdivider such costs, unless Subdivider requests in writing, served by certified mail, with a copy likewise served upon the Escrow Agent by certified mail, a hearing before the North Ogden City Council within the aforementioned 30 day period of time respecting the alleged defects or incompleteness. The Escrow Agent, upon receiving instructions from the City of the defect and that the City has incurred the cost of correcting the defect, pay to the City from the Escrow Account the cost of correcting the defect, and the Escrow Agent shall be held harmless by the parties for its payments to the City.

6. Release of Escrow. One year after the accepted improvements and the improvements remain substantially free from latent defects, the City shall certify such fact to the Escrow Agent, who shall release to the Subdivider any money still held in the Escrow Account and the Escrow Agent shall be discharged of its obligations to the City.

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



Approved as to Form:

*[Signature]*  
North Ogden City Attorney

DocuSigned by:  
*Lara Mountford*

By: Escrow Agent  
Name: Lara Mountford  
Phone: ~~801-683-4636~~ 801-499-5983  
Email: lara@cottonwoodtitle.com  
File Ref: 148075-LMP

*[Signature]*  
By: Manager  
Subdivider (sign with Notary on next page)

State of Utah }

§

County of DAVIS }

On this 17<sup>th</sup> day of November, 2022, personally appeared before me, Chad Bessinger, 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.



[Signature]  
Notary Public

# Exhibit A

Item3.

Eric Casperson, PE  
City Engineer  
[ecasperson@noqden.org](mailto:ecasperson@noqden.org)



PROJECT TITLE:  
The Views at Rockwood  
North Ogden, Utah

Developer: J Fisher Company  
October 12, 2022  
ESCROW SUMMARY

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount
<b>Paving - Asphalt</b>						
1	3" Asphalt with Fine Grade	0	SF	\$1.40	\$ 0.00	\$ 0.00
2	12" Roadbase Placement Street	0	SF	\$1.25	\$ 0.00	\$ 0.00
3	Temp Roadbase Turnaround	0	LS	\$4,087.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 0.00</b>
<b>Excavation</b>						
1	Grubbing Street ROW	0	LS	\$25,290.00	\$ 0.00	\$ 0.00
2	Cobble Swale Area	1	LS	\$1,827.00	\$ 1,827.00	\$ 1,827.00
3	Excavation Street and Lots to Subgrade	0	LS	\$238,843.00	\$ 0.00	\$ 0.00
4	Remove Existing Asphalt Driveway Locations	0	LS	\$9,583.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 1,827.00</b>
<b>Concrete Improvements</b>						
1	Curb and Gutter with Roadbase	0	LF	\$20.10	\$ 0.00	\$ 0.00
2	4' Sidewalk 4" Thick With Roadbase	5469	LF	\$24.25	\$ 132,623.25	\$ 132,623.25
3	4' Sidewalk 6" Thick With Roadbase	68	LF	\$37.05	\$ 2,519.40	\$ 2,519.40
4	Handicap Ramps	12	Each	\$1,050.00	\$ 12,600.00	\$ 12,600.00
5	Concrete Manhole Collar	39	Each	\$446.00	\$ 17,394.00	\$ 17,394.00
6	Concrete Valve Collar	26	Each	\$341.00	\$ 8,866.00	\$ 8,866.00
<b>Total:</b>						<b>\$ 174,002.65</b>
<b>Culinary Water</b>						
1	8" C-900 Water Main	0	LF	\$37.65	\$ 0.00	\$ 0.00
2	Temp Blowoff	0	Each	\$678.00	\$ 0.00	\$ 0.00
3	8" Tees	0	Each	\$868.00	\$ 0.00	\$ 0.00
4	8" Cross	0	Each	\$1,001.00	\$ 0.00	\$ 0.00
5	8" Bends	0	Each	\$602.00	\$ 0.00	\$ 0.00
6	8" Gate Valves	0	Each	\$1,926.00	\$ 0.00	\$ 0.00
7	Fire Hydrants	0	Each	\$6,006.00	\$ 0.00	\$ 0.00
8	2" Air Vac	0	Each	\$5,309.00	\$ 0.00	\$ 0.00
9	Pressure Test Culinary Water	0	Each	\$1,765.00	\$ 0.00	\$ 0.00
10	Connect to Existing Water Pipe Stubs	0	Each	\$1,614.00	\$ 0.00	\$ 0.00
11	North Ogden 1" Water Service	0	Each	\$1,901.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 0.00</b>
<b>Sewer</b>						
1	Connect to Existing Sewer Manhole	0	Each	\$3,089.00	\$ 0.00	\$ 0.00
2	Connect to Existing Sewer Stub	0	Each	\$709.00	\$ 0.00	\$ 0.00
3	8" PVC Sewer	0	LF	\$33.75	\$ 0.00	\$ 0.00



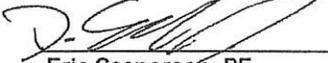
Eric Casperson, PE  
City Engineer  
[ecasperson@nocden.org](mailto:ecasperson@nocden.org)

PROJECT TITLE:  
**The Views at Rockwood  
North Ogden, Utah**

Developer: **J Fisher Company**  
August 31, 2022  
ESCROW SUMMARY - Mountain Road Section

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount
<b>Paving - Asphalt</b>						
1	Hot Mix Asphalt (5" Thick)	9920	SF	\$2.05	\$ 20,336.00	\$ 20,336.00
2	Road Base (6" Thick)	9783	SF	\$0.62	\$ 6,065.46	\$ 6,065.46
3	Granular Backfill Borrow (18" Thick)	9920	SF	\$1.60	\$ 15,872.00	\$ 15,872.00
4	Sidewalk (6 ft wide - 4" Thick)	34	LF	\$36.40	\$ 1,237.60	\$ 1,237.60
5	Manhole adjust to Grade and Collar	1	EA	\$2,500.00	\$ 2,500.00	\$ 2,500.00
<b>Total:</b>						<b>\$ 46,011.06</b>
<b>TOTAL</b>					<b>\$ 46,011.06</b>	<b>\$ 46,011.06</b>

Escrow Cost Estimate Approval



Eric Casperson, PE  
City Engineer

10/12/22  
Date

Note: This amount to be paid to North Ogden City for the items listed instead of bonding.

4	8" HDPE Sewer	0	LF	\$88.65	\$ 0.00	\$ 0.00
5	4" Sewer Lateral	0	Each	\$902.00	\$ 0.00	\$ 0.00
6	4" HDPE Sewer Lateral	0	Each	\$2,681.00	\$ 0.00	\$ 0.00
7	Clay Sewer Trench Cut Off	0	LS	\$1,150.00	\$ 0.00	\$ 0.00
8	48" Sewer Manhole	0	Each	\$2,956.00	\$ 0.00	\$ 0.00
9	60" Sewer Manhole	0	Each	\$4,230.00	\$ 0.00	\$ 0.00
10	Sewer Testing	0	LS	\$4,906.00	\$ 0.00	\$ 0.00
11	Import Gravel Bedding	0	Ton	\$19.05	\$ 0.00	\$ 0.00
<b>Total:</b>					<b>\$ 0.00</b>	
<b>Storm Drain</b>						
1	15" RCP Storm Drain	0	LF	\$37.50	\$ 0.00	\$ 0.00
2	15" ADS Storm Drain	0	LF	\$38.80	\$ 0.00	\$ 0.00
3	8" PVC Storm Drain	0	LF	\$27.50	\$ 0.00	\$ 0.00
4	8" PVC Perforated Gravel Seep	0	LF	\$44.35	\$ 0.00	\$ 0.00
5	12" Flared End Section Installed on	0	Each	\$1,058.00	\$ 0.00	\$ 0.00
6	18" Snout	0	Each	\$814.00	\$ 0.00	\$ 0.00
7	Curb Inlet Box	0	Each	\$2,049.00	\$ 0.00	\$ 0.00
8	Combo Inlet Box	0	Each	\$5,787.00	\$ 0.00	\$ 0.00
9	48" Storm Drain Manhole	0	Each	\$2,734.00	\$ 0.00	\$ 0.00
10	60" Storm Drain Manhole Sump	0	Each	\$3,758.00	\$ 0.00	\$ 0.00
11	60" Storm Drain Manhole	0	Each	\$3,781.00	\$ 0.00	\$ 0.00
12	60" Storm Drain Manhole with Weir Wall	0	Each	\$4,176.00	\$ 0.00	\$ 0.00
13	Detention and Sediment Storm Water	0	Each	\$2,772.00	\$ 0.00	\$ 0.00
14	Storm Drain Testing	0	LS	\$2,652.00	\$ 0.00	\$ 0.00
15	Import Gravel Bedding Storm Drain Pipe	0	Ton	\$19.05	\$ 0.00	\$ 0.00
16	Import Gravel Bedding Storm Drain	0	Ton	\$19.05	\$ 0.00	\$ 0.00
<b>Total:</b>					<b>\$ 0.00</b>	
<b>Sub-total</b>					<b>\$ 175,829.65</b>	<b>\$ 175,829.65</b>
<b>10% Guarantee</b>					<b>\$ 17,582.97</b>	<b>\$ 43,921.92</b>
<b>TOTAL</b>					<b>\$ 193,412.62</b>	<b>\$ 219,751.57</b>

Escrow Cost Estimate Approval

  
 Eric Casperson, PE  
 City Engineer

10/14/20  
 Date



# NORTH OGDEN CITY

SETTLED 1851

## Staff Report to the North Ogden City Council

### SYNOPSIS / APPLICATION INFORMATION

Application Request: Discussion on a legislative application to consider regulations related to residential setbacks on Restricted "R" Lots.

Agenda Date: October 2, 2024 (Planning Commission)  
November 12, 2024 (City Council)

Applicant: Planning Department

File Number: ZTA 2024-08

### PUBLIC NOTICE:

Mailed Notice: N/A

Newspaper: N/A

City Website: September 27, 2024 (Planning Commission)  
October 17, 2024 (Planning Commission)

### STAFF INFORMATION

Scott Hess  
[shess@nogden.org](mailto:shess@nogden.org)  
 801-737-9841

### APPLICABLE ORDINANCES

11-9M-6: Setbacks on Lots 10% or Greater Slope

### LEGISLATIVE DECISION

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

### BACKGROUND

North Ogden City has a series of diverse geologic conditions throughout the City. This includes, but is not limited to, steep hillsides, high water tables, unpredictable soils, utility easements, and other geologic hazards. When these geologic conditions are discovered during the subdivision process, lots are developed with a Restricted "R" designation. The "R" designation is typically specified in the Notes section of the subdivision plat and provides additional information for future home builders and homeowners.

Staff is currently working with a home builder on a unique lot that has a very wide Rocky Mountain Power easement. In an attempt to fit a reasonable sized home on the lot, Staff suggested to our City Attorney/City Manager that we apply the North Ogden City Code: 11-9M-6: Setbacks on Lots 10% or Greater Slope provision which allows a front yard setback reduction to 20 feet on lots impacted with steep slopes.

It was recommended that this Zoning Text Amendment be taken to the Planning Commission and City Council to consider whether or not Restricted “R” Lots should be given the same flexibility in setback reductions.

### **ANALYSIS**

North Ogden City Code: 11-9M-6: Setbacks on Lots 10% or Greater Slope was developed in response to the White Rock Subdivision. Whiterock Subdivision was developed at the base of the North Ogden Divide Road and has several lots with extreme slopes. In order to avoid cutting into the hillside, the City developed a Code section to carve out an exception and allow the homes to be 20 feet from the street as opposed to the standard 30 foot setback. This Code change saved time, money, and frustration for home builders and homeowners who previously needed to go through a Variance process in order to have a setback reduction.

The City is currently working on a building permit review in the Hall Orchard Subdivision. A Rocky Mountain Power easement cuts diagonally through several lots. So far, the other home builders have been able to work within the restrictions, but this particular lot is highly impacted, and the home builder is looking for creative ways to fit the home on the lot. This lot would likely be eligible for a Variance, but that process is managed through the Administrative Hearing Officer, and those decisions are not able to be applied to any other lots.

Staff can see merit to this change in the Ordinance to provide flexibility for home builders and home owners who purchase Restricted “R” lots. Staff believes that the impact to the City and neighboring property owners would be minor, with most reduced setbacks going largely unnoticed once a subdivision is built out. Staff’s recommendation for the Zoning Text Amendment Language is included below.

Zoning Text Amendment Recommendation:

### **11-9M-6: SETBACKS ON LOTS 10% OR GREATER SLOPE OR WITH A RESTRICTED “R” DESIGNATION**

1. Purpose and Intent. The purpose of this section is to provide setback relief for lots with an overall slope greater than ~~ten fifteen~~ percent, or with a Restricted “R” designation.
2. Residential lots with an overall slope greater than ten percent may have the front setback reduced from 30 feet to 20 feet. Slopes shall be measured from the highest elevation on either the front or rear lot line to the lowest elevation on the lot.
3. Residential lots with a Restricted “R” designation identified on the recorded subdivision plat.

### **RECOMMENDATION**

Staff recommends that the Planning Commission consider the information, and make a recommendation to the City Council regarding the suggested Code Amendment.

### **PLANNING COMMISSION RECOMMENDATION**

The North Ogden Planning Commission held a public hearing on October 2, 2024 to hear a proposal from Planning Staff to consider amending the Code to permit setback reductions on single family lots that have a Restricted “R” designation. A recording of the meeting can be found here: [https://www.northogdencity.com/sites/default/files/audio/240905\\_0129e.mp3](https://www.northogdencity.com/sites/default/files/audio/240905_0129e.mp3).

The Planning Department, held the public hearing, considered the information, and discussed the recommendation from Staff. Staff and the Planning Commission engaged in a discussion about the various reasons that a single-family lot may receive a Restricted “R-Lot” designation. Based on that discussion, it was recommended not to approve the ordinance. In regards to the particular case Staff is working on, the Planning Commission recommended the applicant go through a Variance process as opposed to changing the Code as a whole.

Planning Commission Recommendation:

“Commissioner Nancarrow recommended that this suggested Code amendment not be pursued, and not be recommended for approval by City Council. The motion was seconded by Commissioner Mason. All Planning Commission members present voted “aye”.

### **EXHIBITS**

None (No Ordinance Recommended)

# RD Paving & Excavating

765 E 375 N  
Morgan, UT 84050  
801-710-7373  
rdpaving68@gmail.com



## Estimate

ADDRESS  
Linda Vandiver  
1933 N 400 E  
Ogden, Utah

ESTIMATE 171  
DATE 06/27/2024  
EXPIRATION DATE 07/27/2024

DATE		DESCRIPTION	QTY	RATE	AMOUNT
06/27/2024	Paving	Ex-out and remove existing material, supply and place road base as needed, supply and place 3" compacted asphalt (1/2" HMA)	6,058	3.40	20,597.20

Contact RD Paving Excavating to pay. Please send check to 765 E 375 N Morgan, UT 84050

TOTAL

**\$20,597.20**

Accepted By

Accepted Date

Linda Vandiver  
All Aflutter LLC  
1933 N 400 E  
North Ogden City, UT, 84414  
birds@all-aflutter.com  
801-782-6771 (L), 801-913-2762 (M)  
06/28/2024

North Ogden Redevelopment Agency

To Whom It May Concern,

I am writing to express my intent to apply for the Physical Infrastructure Improvement Grant (RDA) to fund the replacement of the parking lot at All Aflutter. This project is crucial as our current parking lot has deteriorated significantly over time, necessitating immediate replacement due to safety concerns and operational inefficiencies.

The current parking lot, which has not undergone substantial renovation for over many years, suffers from multiple issues including recurring repairs, an uneven grade, and extensive wear that pose serious safety hazards to our employees, customers, and visitors. The uneven surface has caused several incidents of tripping and falling, escalating the urgency of this project to mitigate liability risks and ensure a safe environment.

The proposed infrastructure project entails a comprehensive replacement of the existing parking lot, addressing all underlying issues to conform to safety standards and enhance accessibility. The initial budget for this project is estimated between \$20,500 and \$37,250, inclusive of materials, labor costs, and contingency provisions to accommodate unforeseen circumstances.

We plan to initiate the project by the end of July or by the first week of August 2024, aiming for completion within two weeks. Attached to this letter are three separate bids from reputable contractors detailing their proposed scope of work, materials to be used, and cost breakdowns. These bids demonstrate competitive pricing and commitment to quality, ensuring the efficient utilization of grant funds.

The replacement of our parking lot is essential to maintaining the safety and accessibility standards required for our business operations. By securing funding through the RDA grant, we aim not only to address immediate safety concerns but also to enhance the overall appearance and functionality of our business premises.

Thank you for considering our application. Should you require any further information or documentation, please do not hesitate to contact me at 801-913-2762 or birds@all-aflutter.com. We look forward to the opportunity to contribute positively to our community with your support.

Sincerely,

A handwritten signature in cursive script that reads "Linda W. Vandiver".

Linda Vandiver  
Owner / Operator  
All Aflutter LLC

Attachments:

- Three separate bids from contractors
- Supporting documents as required

**J. Miller Asphalt Services, LLP**  
773 East 2450 North  
Ogden, UT 84414 US  
+1 8019174437  
info@jmillerasphalt.com  
jmillerasphalt.com



# Estimate

### ADDRESS

Linda Vandiver  
1933 N. Washington Blvd.  
North Ogden, UT 84414 USA

**ESTIMATE # 1519**

**DATE 06/26/2024**

**EXPIRATION DATE 07/26/2024**

	DESCRIPTION	QTY	RATE	AMOUNT
<b>Remove and Replace</b>	Remove existing asphalt. Remove 8" of existing vegetation and material on north side of building. Remove chain link dumpster enclosure. Grade and compact 5" of road base material to north side of building. Repair any low or saturated areas with new road base material. Pave and compact 3" of hot mix asphalt to (Approx. 5,150 sqft.). Work to be completed in area marked green on the attached map.	5,150	5.70	29,355.00

J. Miller Asphalt Services will require a 50% deposit before work begins.

Thank you for considering J. Miller Asphalt for your project!

**TOTAL**

**\$29,355.00**

Accepted By

Accepted Date

COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.  
 DBA Eckles Paving  
 P.O. Box 68  
 Springville, Utah 84663  
**Jake's Cell Phone 385-315-8681**  
 Phone 801-225-3715

**Buyer/ Rep.** Linda Vandiber - All Aflutter  
**Billing Address** 1933 N 400 E  
**City, State, Zip** North Ogden UT  
**Phone Number** 801-913-2762  
**E-MAIL** [vandiver8@xmission.com](mailto:vandiver8@xmission.com)

**Bid Proposal Date:** 6/26/2024  
**Project Address** 1933 N 400 E  
**City, State, Zip** North Ogden UT  
**Name Of Owner** Linda Vandiber - All Aflutter  
**Job #** JSH24141

**Bid Proposal**

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "Company"), will furnish the materials and services described herein (collectively, the "Services") to the person indicated above ("Buyer") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "Terms and Conditions." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

<u>Description of Work</u>	<u>Quantity</u>	<u>Units</u>		<u>Unit Price</u>	<u>Estimated Totals</u>
Excavate / Remove / Haul off 3" thick asphalt.	5,200	SF	@	\$ 0.90	\$ 4,680.00
Excavate Remove and haul off 7" old roadbase. Furnish / Place / Compact 6" of roadbase	5,200	SF	@	\$ 2.98	\$ 15,496.00
Furnish / Place / Compact 4" thick asphalt in one lift (1/2" commercial mix)	5,200	SF	@	\$ 3.18	\$ 16,536.00
Layout / Restripe parking lot in YELLOW or WHITE paint to match existing layout ( Up to 12 stalls, 1 Handicap stencils) (A second coat can be done 30 days later upon request, this will help eliminate black/scuff marks, please ask for pricing)	1	LS	@	\$ 500.00	\$ 500.00
<b>GRAND TOTAL</b>					<b>\$ 37,212.00</b>

**NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted.**

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a per-ton basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been

completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by \_\_\_\_\_ Authorized Representative  
Jacob Heiniger, Estimator

**Acceptance of Bid Proposal**

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Buyer/Agent

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Terms and Conditions**

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

**BUYER OBLIGATIONS.** Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

**PROJECT PLANS/SPECIFICATIONS.** To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

**OPTION TO SUBCONTRACT.** Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

**CHANGES.** Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

**DELAYS.** The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

**UTILITIES.** Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

**PREMISES.** Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.

**TIME OF PERFORMANCE.** Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

**PERMITS.** The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

**LIMITED WARRANTY.** Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

**CONCRETE WARRANTY.** Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES:** It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

**LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

**SITE CONDITIONS.** The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

**ADA COMPLIANCE.** The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

**WATER.** Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

**NONSOLICITATION.** During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

**PUBLICITY.** The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

**NO MODIFICATION.** Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

**GENERAL PROVISIONS.** All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

# PROJECT PLAN





## Cannery Center North Ogden

Potential improvement of the Cannery Center with RDA Grant funds

1. Sidewalk Enhancement
  - a. Along Washington Blvd between Cavanaugh's & the 2000n corner. Between sidewalk & the parking lot- remove all the grass & replace with xeriscape
  - b. Criteria met- #5,7,9,10,11
  - c. Estimated Cost \$5,000
2. Parking lot Enhancement
  - a. Parking lot- - remove asphalt that needs replaced & regrade & re-asphalt to make positive drainage & prevent standing water in the parking lot.
  - b. Make a better cross connection with Cavanaugh's parking lot
  - c. Pour concrete "strip around perimeter of parking lot - include sprinklers/ lights/ plantings
  - d. Install (north ogden) street lighting
  - e. Install Planters & drip system for trees in parking lot.
  - f. Speakers in Parking lot
  - g. Criteria met-#4,5,7,8,9,10,11,13
  - h. Estimated cost \$280,000
3. Facade- against Washington Blvd
  - a. Repair damaged brick -Replace accent lighting on roof line
  - b. Replace timber pergola with steel
  - c. Criteria met- #3,5,8,
  - d. Estimated cost \$22,000
4. Facade- against 2000n-
  - a. Replace shaker siding/ ,harristone, hardiboard, & vinyl siding with brick & metal.
  - b. Replace waferboard covering opening in brick with proper door.
  - c. Replace timber pergola with steel
  - d. Criteria met-#3,7,8,11,
  - e. Estimated cost \$270,000
5. Facade facing north- repair brick
  - a. Criteria met- #3,5,8
  - b. Estimated cost \$20,000
6. Yard, grading, drainage, asphalt
  - a. Criteria met- #4
  - b. Estimated cost \$200,000
7. Yard. Landscaping along sidewalk
  - a. Criteria met- #5,7,9,10,11
  - b. Estimated cost \$10,000
8. Remove existing structure on 2000n
  - a. Criteria met-#1
  - b. Estimated cost \$10,000
9. Install Welcome to North Ogden Water Tower Feature
  - a. Criteria met -#5
  - b. Estimated cost \$180,000

**New warehouse**

1. Road/ curb/ gutter adjustment to meet the correct location as required by North Ogden.
  - a. \$150,000
  - b. Criteria met- 7,9,10,11
2. Remove existing structures in preparation for development
  - a. \$50,000
  - b. Criteria met -1,
3. Deal with existing spring water issue
  - a. \$30,000
  - b. Criteria met-4
4. Grade lot in preparation for development
  - a. \$20,000
  - b. Criteria met-4
5. Install drain field to manage surface water
  - a. \$90,000
  - b. Criteria met-4
6. Landscaping along 2000 north
  - a. \$30,000
  - b. Criteria met-7
7. Cinder Block fence against neighbors
  - a. \$100,000
  - b. Criteria met-10
8. Site work to deal with sewer line coming through property from the town houses
  - a. \$14,000
  - b. Criteria met-4
9. Merge the 2 parcels together and manage any city/ county approvals, permits etc.
  - a. \$6,000
  - b. Criteria met-2
10. Cover the building permit & water/ sewer/ storm fees associated with new building
  - a. 20,000
  - b. Criteria met -6,8
11. When the new building is constructed upgrade from standard finish material to Brick to match the Cannery Building
  - a. \$350,000
  - b. Criteria met-5

Thank you for the opportunity to submit this project for grant consideration with this Letter of Interest.

**Project Overview (1):** This project is located on the east side of 300 East and Pleasant View Drive, south of the city wall, behind Lees Marketplace next to DMLCampus (Quality Quick Print and Northern Ice). This area has been in the Redevelopment Area since purchase and ground-breaking in 2006 for construction of the DMLCampus. Multiple businesses have used DMLCampus to launch or expand; outgrowing the available office suites. Northern Ice (NICE) was built in 2012-2013 and is a fixture in the community for family-friendly treats at a family-friendly location. Quality Quick Print (QQP) is another main-stay for the community for excellent customer service in a multitude of print/production products. Both NICE and QQP must do high volume sales quantities for a sustainable business revenue stream. Community members park in the DMLCampus parking lot to walk/bike the trails as well as employees (North Ogden citizens) and customers that has led to parking congestion and insufficient parking spots at times.

The location at 300 East and Pleasant View Drive has been noted as an entry area into the city in past Economic Development Committee meetings, and the property on the north side of Pleasant View Drive (next to city property and the old fire station) is slated to undergo development.

There are no streetlights on the corner in this area except those provided by DMLCampus and Lee's Marketplace further east. Over the years multiple thefts have occurred in this area as reported to Police, also vandalism, and teenagers seeking a dark corner to park.

I feel this proposed project will have a positive, community enhancing effect on the larger business area and an increase for the taxable base. It will help the area for coming development, increase safety, drainage, and create a more welcoming environment into the city. There are several parts for the overall project. Some of these parts are in progress and having the grant will accelerate to completion the overall project efforts in harmony with the RDA area and grant project objectives.

**Grant Request Summary:**

1. Remove excess north/east dirt and contour hill for weed removal and landscaping
2. Landscape and beautify corner/hill area between DMLCampus entrance and city wall (sprinkler system, trees, ground cover, gravel, etc.)
3. Install Lights - electrical utilities: conduit, wire, fixtures for two additional light poles along West side and power to the corner
4. Add curb and gutter to both sides matching existing for proper drainage into the storm-water system
5. Add sidewalk from existing end to north-side of property (existing city wall)
6. Add parking lot between curbing to the city wall for correct drainage and additional employee/patron/citizen parking

This effort was started and included in the approved DMLCampus 2006-2007 building permit plans for the property, and as possible, the components have been slowly progressed.

**Sustainability:** None of these project components will increase work efforts, funding requirements, or expenses for North Ogden city in future maintenance. DMLCampus will provide any future maintenance and upkeep for the components. It is believed this effort is a perfect RDA funds use as defined when it was initially started prior to DMLCampus construction and of which DMLCampus businesses have been contributing.

**Additional Details:** This section provides additional information for the six components above including notes on those tasks DMLCampus funds and completes as part of the overall Project efforts. The order is laid out in increasing dependency for the overall project parts (e.g., 1 is required before 2, 3, etc.).

1. (Grant) Excess Dirt Removal. When the city removed the houses on the property now occupied by Nelsen's Custard (2600 North), DMLCampus donated dirt for initial backfill. When the city built the north retaining wall, additional dirt was used in this construction. By completing this effort as the first component of this project, the remaining items are feasible and one of the major objectives is accomplished for the beautification and infrastructure placement. It is requested this effort be accomplished through the grant funding. If the city still needs dirt, this is available for use.
2. (DML) Landscaping. DMLCampus will undertake installing landscaping to include sprinkler system, trees, weed removal, rock, and ground cover/plantings for this city entrance area. The sloping desired is to match the existing contour from the sidewalk down to the to-be-installed curb and gutter. The goal is to add trees and landscaping products to beautify the whole hill side from DMLCampus entrance to the city wall. DMLCampus will fund this effort.
3. (DML) Electrical Utilities for Light poles and power. DMLCampus will undertake this portion for installing electrical conduit, wire, light poles, and other system infrastructure components to bring light/power to that portion of the project. DMLCampus has started this effort but cannot conclude it due to constraint identified. Other infrastructure investment already placed is sewer to the north side, electrical main conduit to north side (ready for Rocky Mountain box circuit), water line for city (95% run). The remaining 5% will be accomplished by DMLCampus prior to east curb installation.
4. (Grant) Curb/Gutter. For the landscaping, contouring, and drainage, gutters will be needed below the landscaping area and eastern side. It is requested the curb/gutter follow the existing contour for a smooth transition from the existing curb/gutter to the city wall allowing for correct drainage into the stormwater system installed by DMLCampus. This drainage will make the area more usable for year-round activities.
5. (Grant) Sidewalk. Adding sidewalk next to the curb/gutter on the eastern side to tie the existing sidewalk north to the city wall creates a defined walkable space and benefits for patrons of the area.
6. (Grant) Parking Lot. The final portion laying asphalt between the curb/gutter on both sides to the city wall completes the project efforts. This will create the parking space needed for growth and other citizen use. Other activities/events become more feasible with the additional parking.

**Initial Budget (2):** To assist in this response, I have reached out for bids and two companies have currently responded in time with estimates for the efforts DMLCampus identified above. Upon positive selection notification, I will put together the formal proposal for RDA review with updated bids and plans for the tasks, and how DML will accomplish their commitments listed. The bids received are summarized in ranges between the two bids.

- |                                 |                     |
|---------------------------------|---------------------|
| ○ Excavate - Haul Off - Compact | \$11,000 - \$17,000 |
| ○ Asphalt                       | \$26,000 - \$45,000 |
| ○ Curbing                       | \$40,000 - \$45,000 |
| ○ Sidewalk                      | \$8,500 - \$12,000  |
| ○ Striping                      | \$800 - \$1,000     |
| ○ Sprinkler - Landscaping       | \$2,000 - \$5,000   |
| ○ Electrical                    | \$5,000 - \$9,000   |

**Timeline (3):** At the time of this letter of interest, two companies responded. In reaching back to them about the firmness of their bid and expiration dates, neither expected the prices to go up very much above the quote. However, with the election year and variables for energy and inflation, neither can firm the price until a formal contract is signed with them. If this project is selected, additional efforts will be expended to secure more bids and/or break the project into tasks with individual pricing to get the best value.

As soon as the Excess Dirt is removed, the landscaping and electric portion will commence (weather depending) and it is anticipated that those portions will be accomplished within 4-6 weeks. Landscaping will be completed with tree planting pending weather (anticipating accomplishment early spring 2025).

**Attachments:** Over the years several designs and plans have been prepared for this area. The first is an image to help visualize the components and for the future vision not all part of this current grant proposal. *DMLCampus AUG-2024-view top-v7*

The second is delivered from our architect as a possible design. Construction specifications from the previous build can be used for this project (asphalt/cement/concrete). *DML SITE PLAN - SD102 v2*

I look forward to hearing an acceptance back and finalizing the design and efforts.

Regards,  
 —David Gordon, PhD  
 DMLCampus  
 Quality Quick Print  
 Northern Ice  
 cell 801-391-5479  
 office 801-782-6879



DMLCampus AUG-2024-view top-v7



## Cannery Center North Ogden

### Potential improvement of the Cannery Center with RDA Grant funds

1. Sidewalk Enhancement
  - a. Along Washington Blvd between Cavanaugh's & the 2000n corner. Between sidewalk & the parking lot- remove all the grass & replace with xeriscape
  - b. Criteria met- #5,7,9,10,11
  - c. Estimated Cost \$5,000
2. Parking lot Enhancement
  - a. Parking lot- - remove asphalt that needs replaced & regrade & re-asphalt to make positive drainage & prevent standing water in the parking lot.
  - b. Make a better cross connection with Cavanaugh's parking lot
  - c. Pour concrete "strip around perimeter of parking lot - include sprinklers/ lights/ plantings
  - d. Install (north ogden) street lighting
  - e. Install Planters & drip system for trees in parking lot.
  - f. Speakers in Parking lot
  - g. Criteria met-#4,5,7,8,9,10,11,13
  - h. Estimated cost \$280,000
3. Facade- against Washington Blvd
  - a. Repair damaged brick
  - b. Replace accent lighting on roof line
  - c. Replace timber pergola with steel
  - d. Criteria met- #3,5,8,
  - e. Estimated cost \$22,000
4. Facade- against 2000n-
  - a. Replace shaker siding/ ,harristone, hardiboard, & vinyl siding with brick & metal.
  - b. Remove the waferboard covering an opening in the brick & replace with a new door
  - c. Replace timber pergola with steel
  - d. Criteria met-#3,7,8,11,
  - e. Estimated cost \$270,000
5. Facade facing north- repair brick
  - a. Criteria met- #3,5,8
  - b. Estimated cost \$20,000
6. Yard, grading, drainage, asphalt
  - a. Criteria met- #4
  - b. Estimated cost \$200,000

Linda Vandiver  
All Aflutter LLC  
1933 N 400 E  
North Ogden City, UT, 84414  
birds@all-aflutter.com  
801-782-6771 (L), 801-913-2762 (M)  
06/28/2024

North Ogden Redevelopment Agency

To Whom It May Concern,

I am writing to express my intent to apply for the Physical Infrastructure Improvement Grant (RDA) to fund the replacement of the parking lot at All Aflutter. This project is crucial as our current parking lot has deteriorated significantly over time, necessitating immediate replacement due to safety concerns and operational inefficiencies.

The current parking lot, which has not undergone substantial renovation for over many years, suffers from multiple issues including recurring repairs, an uneven grade, and extensive wear that pose serious safety hazards to our employees, customers, and visitors. The uneven surface has caused several incidents of tripping and falling, escalating the urgency of this project to mitigate liability risks and ensure a safe environment.

The proposed infrastructure project entails a comprehensive replacement of the existing parking lot, addressing all underlying issues to conform to safety standards and enhance accessibility. The initial budget for this project is estimated between \$20,500 and \$37,250, inclusive of materials, labor costs, and contingency provisions to accommodate unforeseen circumstances.

We plan to initiate the project by the end of July or by the first week of August 2024, aiming for completion within two weeks. Attached to this letter are three separate bids from reputable contractors detailing their proposed scope of work, materials to be used, and cost breakdowns. These bids demonstrate competitive pricing and commitment to quality, ensuring the efficient utilization of grant funds.

The replacement of our parking lot is essential to maintaining the safety and accessibility standards required for our business operations. By securing funding through the RDA grant, we aim not only to address immediate safety concerns but also to enhance the overall appearance and functionality of our business premises.

Thank you for considering our application. Should you require any further information or documentation, please do not hesitate to contact me at 801-913-2762 or birds@all-aflutter.com. We look forward to the opportunity to contribute positively to our community with your support.

Sincerely,

Linda Vandiver  
Owner / Operator  
All Aflutter LLC

Attachments:

- Three separate bids from contractors
- Supporting documents as required



04/05/2024

## North Ogden Redevelopment Agency Grant

If we were able to get this grant it would help us update our parking lot to hopefully gain more parking stalls and improve the overall look of our parking lot. It would also help us resolve a problem that we currently have with 2 water wells that are leaking on our property that North Ogden City owns the water rights to and paid to have the wells capped in October of 1998. We are currently leaking 2-3 gallons of water per minute through our sidewalk at our north entrance. The water is running down the gutter and is visible for 2 blocks.

North Ogden City hired Widdison Well Services to cap 5 wells on our property in 1998, 1 year before my brother Mike Westbroek purchased this property. Widdison Well Services were able to successfully cap 3 of the 5 wells. They were unable to cap 2 of the wells and decided along with North Ogden City that the best solution was to do a drainage system that connected those 2 wells with the storm drains. One of those wells is still visible on the northwest side of our driveway, it is about 6 inches above the grass. The other well is in the northeast area of our parking lot. We really don't notice too much water in this area, but the asphalt always fails in this area. We never knew why until we found out that this leaking well has been washing out the road base that was laid down under the asphalt.

We have been told that we could try again to cap these wells but most likely it would be unsuccessful again and that it would be a minimum of six figures. We were told the better solution would be to do a drainage system along the whole north side of our property and to connect it to a storm drain. At that time, we will need to redo our parking lot.

We are currently trying to get parking codes changed so that we can add more parking stalls to our parking lot. Since we are going to need to dig up our parking lot to fix the water issues, it makes more sense to do both at the same time. If we are able to get the codes changed to add more stalls, our next step would be to go back to the Planning Commission to see if we can relieve some or all of our detention pond to also add parking there. All our plans are taking more time to approve than we originally expected.

We currently don't have any plans or estimates available. I know we paid \$70,000 to repave our parking lot 4-5 years ago so I'm afraid that to do this whole project properly might be \$150,000 to \$200,000, and maybe that is wishful thinking.

Thank you for your time and consideration,

Jason R. Westbroek  
 J & J Tires and Service, L.L.C.  
 dba North View Big O Tires  
 1893 North 400 East  
 North Ogden, Utah 84414-7228  
 Email: [store044261@bigostores.com](mailto:store044261@bigostores.com)  
 Mobile: (801)510-2263  
 Store: (801)737-4781  
 Fax: (801)737-4783



## Jones Shirts and Signs Store Front Remodel Budgetary

Item	Budget
Replace all Storefront	\$86,350
Build up facia, add stucco and tie in roof	\$24,750
Stone Columns	\$8,400
Repair Stucco	\$22,000
Repaint	\$14,000
New glass	\$25,000
Doubles doors	\$30,000
Stone Wainscot	\$25,000
New Shorter Storefronts	\$40,000
Build up facia with peaks, add stucco and tie in roof	\$32,000
RTUs and remove swamp coolers supply and install only	\$129,500
Store Signs	by store owners

Option #1	
Stone Columns	\$8,400
Build up facia, add stucco and tie in roof	\$24,750
Repair Stucco	\$22,000
Repaint	\$14,000
Replace all Storefront	\$86,350
Doubles doors	\$30,000
RTUs and remove swamp coolers supply and install only	\$129,500
Contractor general conditions and OH&P	\$63,000.00
<b>Total</b>	<b>\$378,000</b>

Option #2	
Repair Stucco	\$22,000
Repaint	\$14,000
New glass	\$25,000
Doubles doors	\$30,000
RTUs and remove swamp coolers supply and install only	\$129,500
Contractor general conditions and OH&P	\$44,100.00
<b>Total</b>	<b>\$264,600</b>

Option #3	
New Shorter Storefronts	\$45,000
Frame in windows smaller	\$30,000
Stone Columns	\$8,400
Stone Wainscot	\$25,000
Build up facia with peaks, add stucco and tie in roof	\$32,000
Repaint	\$14,000
RTUs and remove swamp coolers supply and install only	\$129,500
Contractor general conditions and OH&P	\$56,780.00
<b>Total</b>	<b>\$340,680</b>

June 24, 2024

North Ogden  
Mayor, City Council, & Scott Hess

Dear Council & City Officials,

I have owned Jones Shirts & Signs for over 24 years and it has always resided within the strip mall referred to below. I have run all of these improvements by my landlord and building owner, Dave Meents.

Attached are four rendering ideas for improvement on the strip mall on the South End of the parking lot in the North Ogden Plaza at 1900 North & Washington Blvd. The fifth page is a suggestion for the back of the building. I have also attached an estimate for the improvements provided by Bryce Cullimore, an Estimator for EK Bailey Construction.

The first rendering is the one we would like considered. The improvements include covering the existing columns with a more contemporary stone or brick. The false front has been enlarged to add a more updated feel to this section of the plaza and is more fitting with the surrounding buildings. The whole building needs updated glass store fronts with commercial size (36" wide) entry doors. Jensen Floral needs a double door in case they have to replace their refrigeration units. We would also like the false front to be wired for backlit signage. Currently the only electricity in the front of the building is for the daylight sensors. Fixing the stucco and repainting a slightly deeper, tan, color.

The back of the building needs cleaning up and repainting. All of the units within the strip mall have swamp coolers. We suggest putting in roof mount heat/AC units which would cut down on water usage by leaking swamp coolers and offer a better heating and cooling option for the business owners. They would all need the inside ceiling ducts as well.

Cement parking barriers are shown in the rendering. These could potentially stop any vehicle from going through our front windows. The front of our building also faces the North and the barriers might cause more of a problem with snow and ice. This will need more discussing to decide if these are needed.

I ask that you consider these suggested improvement/updates to the strip mall owned by Dave Meents as you decide on the use of the RDA funds. Please accept this as my letter of intent.

Respectfully,



Jenice Jones  
Jones Shirts & Signs  
801-737-5196  
art@shirtsnsigns.com

## RDA Letter of Intent

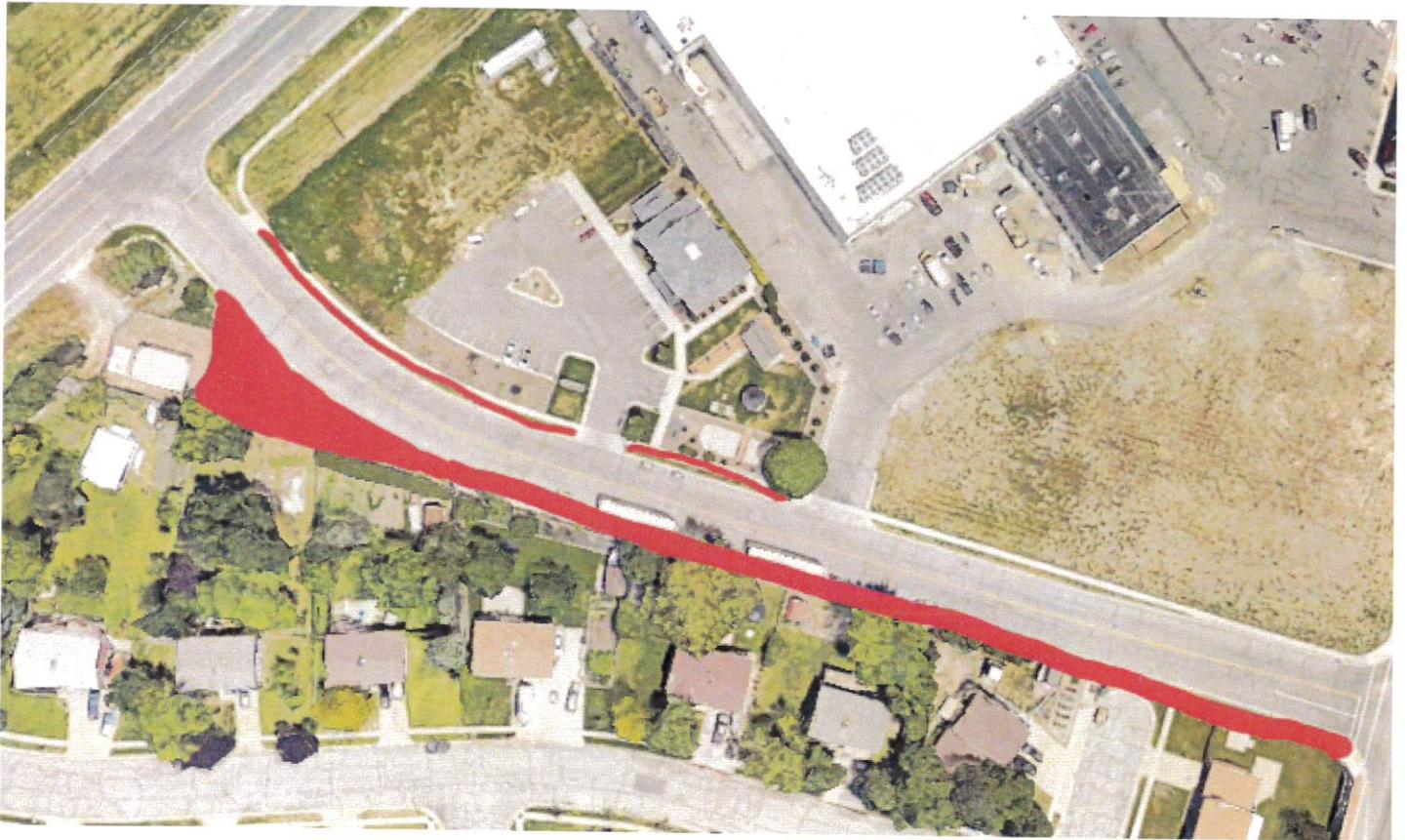
North Ogden City is proposing to xeriscape and redo the irrigation at Bicentennial Park. Ducks have flocked to the area and made the east end of the park their home. With the ducks inhabiting the area, they have created a maintenance nightmare for growing and maintaining grass in that area of the park. We are proposing to redo the landscaping in that area with rocks and other types of xeriscape materials (Please see attached pictures). Xeriscaping the east of the park would be an overall better look and beneficial because it would save water and will be easier to maintain in the long run. We also would redo the service monument that is around the east end by the flag poles.

On the west end of the park, we are proposing to revamp the current irrigation system to make that grass more presentable and install drip irrigation to keep the already existing trees and shrubs alive. Currently, we have many problems with the system and our coverage isn't the greatest, making it hard to properly maintain the grass. When the system does not work properly there tends to be water that gets wasted. A new revamp of the system would make it, so we are water efficient. At 300 E., just west of Bicentennial Park, we are proposing to xeriscape that entire length of road from 2700 N to Pleasant view drive (see attached pictures). The irrigation system is out of date and doesn't water efficiently.

### Breakdown

- Xeriscaping materials and labor (rock, weed barrier fabric, labor from contractor, etc) – about \$4.50 to \$6.50 per sq ft
- 300 E. Xeriscape – about 10,000 sq ft = \$45,000 to \$65,000
- Bicentennial Xeriscape– about 28,000 sq ft = \$120,000 to \$182,000
- Bicentennial Irrigation - \$19,500 (price from contractor)





From: Dave Meents, representing the owners and tenants of the North Ogden Plaza Association

To: North Ogden City Council

Subject: Letter of Interest for Physical Infrastructure Improvement Grants

Dear North Ogden City Council,

On behalf of the owners and tenants of the North Ogden Plaza Association, I am submitting this letter interest for consideration for a Physical Infrastructure Grant.

Our proposal consists of four related projects:

1. **Parking lot improvements:** The includes repairing the lot surface, resealing and restriping the lot, adding parking bumper blocks to the business front areas and refurbishing the light poles
2. **Grass area or xeriscaping:** This includes replacing some or all of the grass in the parking strip along Washington Blvd and adjacent areas and adding drought tolerant plants.
3. **Building façade improvements:** This includes sign lightboxes and electrical installation to support the light boxes, stucco repair and building painting to unify appearance among buildings.
4. **Street sign improvements:** This includes retrofitting the inoperative fluorescent lighting to energy-efficient LED and painting the sign structure to unify it with the plaza buildings.

Please note that both the scope and the design of these projects is still fluid. If some or all our projects are selected to move to the next round of evaluation, we will work with the city to finalize scope and design. We have cost estimates for some of the largest ticket items. However, acquiring estimates for all items will be costly and time consuming until we have finalized the scope and design.

Comparing these four projects shows that each project individually meets multiple eligibility criteria and as a group, they meet all eligibility criteria except one, as indicated on the chart below

Project Eligibility Criteria	Projects			
	Parking Lot Improvements	Grass Area Zeroscaping	Building Facade Improvements	Street Sign Improvements
Street and sidewalk enhancements		✓		✓
Utility upgrades				
Public space improvements	✓	✓	✓	✓
Green infrastructure initiatives	✓	✓	✓	✓
Facade improvements			✓	
Parking Lot improvements	✓	✓		

The projects also support six of the eleven evaluation criteria established for a Physical Infrastructure Grant

- **Criteria 3** - Rehabilitation of buildings to assure sound long-term economic activity in the core area of the City.
- **Criteria 4** - The elimination of environmental deficiencies, including irregular lot subdivision, improved drainage, weeds and excessive vegetation, overcrowding of the land and underutilized land.
- **Criteria 5** - Achievement of an environment reflecting a high level of concern for architectural, landscape and urban design principles, developed through encouragement, guidance, appropriate controls, and professional assistance to owner participants and redevelopers.
- **Criteria 7** - Provide utilities, streets, curbs, sidewalks, parking areas, landscape areas, plantings, and/or street furniture to give the area a new look and to attract business activity.
- **Criteria 8** - Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah
- **Criteria 10** - Insure compatible relationships among land uses and quality standards for their development; such that the area functions as a unified and viable center of social and economic activity for the City.

These projects share many common objectives and community impacts.

**Objectives:**

- Improve the overall appearance of the plaza as the first major business area at the entrance to North Ogden City
- Increase customer traffic to businesses in the plaza, increasing local employment and the sales tax base
- Increase the appeal of the plaza as a venue for new business, increasing local employment and the sales tax base
- Increase the value of the plaza and surrounding properties
- Provide a safer, more functional venue to support community events
- Increase the architectural uniformity of the plaza buildings
- Increase the “open for business” appearance of the plaza businesses

**Community Impact:**

- The North Ogden Plaza parking lot is one of the largest undivided paved open spaces in North Ogden. This makes our lot the ideal space for many community events
- The plaza has proudly hosted the “Chalk It Up” fundraiser every year since its inception.
- The North Ogden Cherry Days Parade ended in the parking lot for decades and will again use the parking lot this year.
- Food Bank patrons use the parking lot every Friday. This is safer and more available than either parking on Washington Blvd or other residential street parking.
- Numerous charity car shows, car washes, yard sales and other community events are hosted in the lot each year.
- Businesses in the plaza provide a variety of products and services, employment, and sales tax revenue to the community

Each of the projects is summarized individually. Estimates where available are preliminary and will be further refined scope and design are finalized as part of the grant review and approval process.

**Project Overview:** Parking Lot Improvements

**Description:** This project would perform the following task:

- Repair the lot surface
- Reseal and restripe the lot
- Add parking bumper blocks to business front areas
- Refurbish the light poles

**Initial Budget:** The high level budgetary estimates for this project are as follows

- Parking lot repairs and restriping – approximately \$60,000. Estimates are attached.
- Parking bumper blocks – approximately \$6,000 plus installation based on verbal estimates
- Refurbishing the parking lot lights – cost to be determined based on refined scope and design

**Timeline:** September – October 2024

**Potential investment by the Land Owners:** We would request the grant cover 60% of the cost

**Project Overview:** Grass Area Xeriscaping

**Project Note:** *The parking strip is owned by UDOT. North Ogden Plaza Association has no ownership or control over the parking strip. Over the past several years, at least 3 different contractors have used underground boring or installed street lights, damaging the landscaping and destroying the irrigation system on both the UDOT and North Ogden Plaza property. All of these contractors have failed to make adequate repairs and the parking strip and grass areas of the plaza have become an eyesore.*

**Description:** This project is would perform the following task:

- Remove some or all of approximately 20,000 sq ft of dead grass from the parking strip along Washington Blvd between 1900 N and 2000 N and in 3 adjacent areas in the plaza
- Clean and prepare areas
- Install landscape cloth and local rock
- Install drought tolerant plants
- Repair the irrigation system

**Project-Specific Community Impact:**

- Substantially reduce water usage
- Provide an example and incentive for other business to xeriscape

**Initial Budget:** The high level budgetary estimates for this project are as follows

- Grass removal, cleanup, landscape cloth and rock installation – approximately \$50,000.

Estimates are attached.

- Drought tolerant plant Installation – cost to be determined based on refined scope and design
- Irrigation system repairs – cost to be determined based on refined scope and design

**Timeline:** September – October 2024

**Potential investment by the Land Owners:** We would request the grant cover 100% of the cost

**Project Overview:** Building Façade Improvements

**Description:** This project would perform the following tasks for the two “strip mall” areas in the plaza. Stand-alone buildings (Kirts, Pizza Pie Café, Indoor United Futsal Center, Ben Lomond CrossFit and Standard Plumbing) would not be impacted

- Install electrical service for a lighted sign for each business that does not already have electrical service to the building façade.
- Install a standard LED light box for each business
- Repair the stucco and paint the east west running strip mall to match the north south running strip mall and the Standard Plumbing building.

**Initial Budget:** The high level budgetary estimates for this project are as follows

- Electrical service installation – cost to be determined based on refined scope and design
- LED Light box installation – rough estimate of \$10,000 for 5 light boxes based on prior experience, cost to be determined based on refined scope and design
- Stucco repair and building painting – rough estimate of \$15,000 based on prior experience, cost to be determined based on refined scope and design

**Timeline:** September – October 2024

**Potential investment by the Land Owners:** We would request the grant cover 50% of the cost

**Project Overview:** Street Sign Improvements

**Description:** This project would perform the following tasks for the street sign on Washington

- Retrofit the inoperative fluorescent lighting to energy efficient LED
- Paint the sign structure to unify it with the plaza buildings

**Initial Budget:** The high level budgetary estimates for this project are as follows

- LED retrofit – cost to be determined based on refined scope and design.
- Sign structure painting – cost to be determined based on refined scope and design

**Timeline:** September – October 2024

**Potential investment by the Land Owners:** We would request the grant cover 50% of the cost.

## Letters of Support

# HEINER'S INSURANCE CENTER

*"Since 1948"*

606 Washington Blvd.  
Ogden, Utah 84404  
Phone (801) 621-2620

P.O. Box 12638  
Ogden, Utah 84412-2638  
FAX (801) 621-7642

*Visit Our Website at [www.heinerins.com](http://www.heinerins.com)*

June 27, 2024

North Ogden Plaza,

Thank you!! For 7 years, we have had the pleasure of hosting "Cruisin' For a Cause!", our annual charity car show, at your location. Without your help, we would not have had a venue for our event that has been able to raise thousands of dollars for charity. We are so grateful for the use of your parking lot, that has allowed us to gather hundreds of unique, classic, and antique cars from across the state.

When we started "Cruisin' For a Cause!", we had 3 main goals in mind. Our first goal was to help raise funds for charity organizations who help our community. We have been able to work with great organizations over the years, like "Family Counseling Service of Northern Utah" and "Take-a-Break Cancer Foundation". Both of these organizations have played major roles in our community, and together, with your help, we have been able to raise thousands of dollars for them at each event.

Our second goal was to help the North Ogden Plaza, and the businesses located there. We have strived to build relationships with these businesses, and have worked diligently to highlight these businesses with each event.

Our third goal was to create an event for the community, where families can spend time together, and can enjoy something unique. Thanks to the unique layout of the North Ogden Plaza, we have been able to do that in a space that allows room for the car show participants, spectators, and helps highlight local businesses, all while serving a good cause.

Thank you so much for allowing us to use your lot as a venue for our event. We are grateful for your help, and we look forward to continuing our partnership with you in the future!

Thanks,



Christopher J. Heiner  
Vice President



Millcreek Animal Hospital  
1920 West 250 North, Ste 19  
Marriott-Slaterville, Utah 84404

June 25, 2024

Dear Dave Meents:

Thank You for letting us hold our Fundraising events in your parking lot for the last several years to benefit our **“Animals in Need Medical Fund”**

Millcreek Animal Hospital is a small animal veterinary hospital in the Ogden area (Marriott-Slaterville) providing medical care to small animals for the last 14 years.

Thank you in your support over the years.

Sincerely,

**Sherry Murcia Torres**

Executive Director

Millcreek Animal Hospital

To whom it may concern,

June 18, 2024

The North Ogden Plaza (Dave Meents) has gone "Way over & beyond" for 6 years in helping our Charity-Just a Break from Cancer have our annual event in their facility! Just a break is a local Charity created to provide "just a break" from Cancer for not only patients, but also care-givers and families. This 501-C3 charity depends on public donations to carry out our mission.

Annually, we hold a "Chalk it up North" event in the North Ogden Utah Plaza. All of the proceeds (100%) from this annual event go towards the Just a break mission. This 2 day event includes a 5k color fun run, a chalk art competition, raffle, live bands, food trucks, etc.

Dave, specifically has been extremely willing to support and help with this event, even with all the "hassles" that go along with it! He has helped the local businesses in the plaza be willing to sacrifice parking spaces and even potential weekend customers to accommodate our needs. Without Dave and his support, there would be no event- and so for this and many other reasons- we'd just like to give him a simple, but heart felt appreciative HUGE THANK YOU!!

Greg Thorpe

Founder :JUST-a-BREAK" Charity

801-710-0693

thorpegs@gmail.com

## Price Quotes



PO Box 13030  
Ogden, UT 84404  
Phone (801) 786-8600  
LICENSED & INSURED  
Email: Office@billmut.com

North Ogden Plaza  
c/o Dave Meents  
1950 No. Washington Boulevard  
Harrisville, UT 84414  
Phone/Email: 801-644-2772/rubyredvet@aol.com  
June 4, 2024

**Landscaping:**

**\$48,500.00**

- ◆ Rock and fabric:
  - All lawn areas and planting beds within the North Ogden Plaza
  - Clean out and prep ground and edges
  - Furnish and install landscape fabric and local rock
  - Haul away all debris

I/we, Dave Meents of North Ogden Plaza, agree to pay a 50% deposit prior to any work starting and a late fee of 10% monthly on all balances over 30 days from the original due date. Court costs and reasonable attorneys' fees, with or without suit incurred in collecting any past due balance, and a collection fee equal to 40% of the outstanding balance will be the responsibility of the contract signer.

If you choose to go forward with proposal, please sign and return proposal, along with a 50% deposit.

This bid remains in effect through July 2024.

Craig P. Mitton  
President  
Ben Lomond Landscape Maintenance  
A division of Mitton & Mitton, Inc.

Date

Concur:

Dave Meents  
North Ogden Plaza

Date



(435) 730-6876

PO Box 31, Brigham City, UT 84302 | [www.cbstriping.com](http://www.cbstriping.com)

<b>To:</b> Dave Meents	<b>Contact:</b> Dave Meents
<b>Address:</b> Ogden, UT	<b>Phone:</b> 801-644-2772
	<b>Fax:</b>
<b>Project Name:</b> 1964 N Washington Blvd Ogden Maintenance 2024 #2	<b>Bid Number:</b> 2024480
<b>Project Location:</b> 1964 N Washington Blvd, Ogden, UT	<b>Bid Date:</b> 5/15/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Remove Up To 3" Of Existing Asphalt Pavement, Dispose Of Material Offsite, Prep Existing Base Material, Furnish And Install Up To 25 Tons Of Roadbase, Finegrade And Compact, Furnish And Install New 3" Asphalt Pavement	5,820.00	SF	\$3.200	\$18,624.00
02	Crack Seal - Clean Existing Crack Greater Than 1/4" Wide And Apply Hot Pour Rubberized Crack Fill Material, Does Not Include Perimeter.	4,200.00	LB	\$1.700	\$7,140.00
03	Seal Coat - Clean And Prep Existing Asphalt Surface And Apply Two Coats Of Emulsified Seal Coat	223,985.00	SF	\$0.140	\$31,357.90
04	Striping - New Layout (Includes Approximately 7,440 Ln Ft, 8 Handicaps, #'s 1-20)	1.00	LS	\$2,767.130	\$2,767.13
<b>Total Bid Price:</b>					<b>\$59,889.03</b>

**Notes:**

**• TERMS AND CONDITIONS**

- Final billing will be based upon actual in place quantities that will be field measured upon completion Additional work performed outside the estimate will be billed accordingly.
- Bid includes one mobilization unless otherwise noted
- Bid using PG 64-34 or PG 58-28
- Bid Excludes bonds, permit fees, traffic control, flagging, prime coat, herbicide, survey and saw cutting unless otherwise noted
- Bid Excludes staking, material testing, and compaction testing.
- C&B and its affiliates will not guarantee drainage on grades with 1% or less slope or on overlays
- It is the customers responsibility to have any vehicles that are obstructing the work from being performed either towed or relocated. If vehicles are still present when C&B or its affiliates arrive, we may reschedule the work work and a mobilization fee of \$1,000 will be assessed.
- It is the customers responsibility to have all sprinklers turned off 24 hours prior and remain off for 24 hours after completion of the proposed work.
- C&B and its affiliates will place barricades to block off the work zone while working and remove them at the completion of the work or the next morning. C&B and its affiliates are not responsible for damages that may occur after leaving the property due to others negligence or acts of nature. If barricades are moved before recommended cure time has elapsed or by anyone other than C&B staff the warranty is void. These terms may be adjusted with prior pre authorization from C&B and its affiliates.
- Recommended cure time is 24 hours before opening work area to vehicular traffic. Anything less than 24 hours will result in decreased life expectancy. C&B and its affiliates does not recommend cure times less than 12 hours. Warranty will be void if less than 12 hour cure time is not adhered to.
- Cracks will only be sealed if void is 1/4" wide or greater. C&B and its affiliates does not crack seal areas with alligator cracking (Unless requested). Perimeter, edge and seams are excluded from estimate (Unless requested). Cracks are sealed not filled. Material may settle in cracks after application, this does not mean cracks are not sealed. C&B and its affiliates will make 2-3 attempts to bring the material flush with the surface. If customer requests return to attempt to fill the crack, additional costs will be assessed.
- C&B and its affiliates are not responsible for any overspray on concrete, fences, doors or other property. We will take necessary precautions to protect property from overspray, however accidents happen. If customer is concerned about overspray it is up to the customer to mask off the areas prior to work being performed.
- C&B and its affiliates will provide a 1(one) year warranty on seal coating, patch work, paving and or striping work performed. This only includes the affected areas where deficiencies are present. The warranty does not cover normal wear and tear, drive lanes, snow plow damage, oil/fluid damage, areas with imbedded dirt or damage caused by vehicles. No warranty for crack seal is offered. C&B and its affiliates will not perform any warranty work unless payment has been made in full. C&B and its affiliates are not responsible nor warrant any damages that may have been caused by sprinklers, irrigation, ground water, failing asphalt or any acts of nature.
- **C&B Asphalt is certified and meets all of the criteria as a DBE**
- **C&B Asphalt meets the criteria as a Woman-Owned Business Entity WOBE**

**Morgan Pavement**  
 Remit to: PO Box 190  
 Clearfield, UT 84089  
 625 S. Main Street  
 Clearfield, UT 84015



Phone: (801) 544-5947  
 Fax: (801) 416-8061  
 MorganPavement.com

Item 7.

Mastic Asphalt Treatment-Excavation & Grading-Asphalt Paving-Patching-Sealcoat-Slurry-Crackseal-Striping-Consulting

<b>To:</b>	DAVE MEENTS	<b>Contact:</b>	Dave Meents
<b>Address:</b>	1964 North Washington Blvd North Ogden, UT 84404	<b>Phone:</b>	(801) 644-2772
<b>Project Name:</b>	2024 North Ogden Plaza - P, CS, SC, ST	<b>Bid Number:</b>	
<b>Project Location:</b>	1964 Washington Blvd, North Ogden, UT	<b>Bid Date:</b>	5/21/2024

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Asphalt Patching</b>	5,820.00	SF	\$3.2000	\$18,624.00
<ul style="list-style-type: none"> <li>Saw Cut Perimeter And Remove Existing Asphalt</li> <li>Mechanically Compact Existing Road Base</li> <li>Apply Tack Coat To Vertical Edges Of Existing Asphalt</li> <li>Pave And Compact 3" Of New PG 58-28 1/2" Hot Mix Asphalt.</li> <li>*Bid For One Phase Based Off Existing Marking On The Asphalt</li> <li>**Price Does Not Include Soft Spot Repair</li> </ul>				
<b>Crack Seal</b>	13,000.00	LF	\$0.5500	\$7,150.00
<ul style="list-style-type: none"> <li>Blow Cracks Free Of Dirt And Debris Using Compressed Air</li> <li>Does Not Include Perimeter Edges Against Concrete Curbs And Gutter</li> <li>Fill Cracks With Hot Rubber Crack Sealant</li> <li>*Please Spray Weeds 2 Weeks Prior To Starting Project</li> </ul>				
<b>Emulsified Asphalt Seal Coat</b>	224,000.00	SF	\$0.1400	\$31,360.00
<ul style="list-style-type: none"> <li>Clean Entire Surface Free Of Dirt And Debris</li> <li>Apply 2 Coats Of NuCoat Emulsified Asphalt Sealer</li> <li>*Bid For Three Phases</li> </ul>				
<b>Striping</b>	1.00	LS	\$2,700.0000	\$2,700.00
<ul style="list-style-type: none"> <li>Stripe All Lines Per Existing Layout With Yellow Paint</li> <li>Stripe ADA Stalls</li> <li>Bid For Three Phases</li> </ul>				

**Total Bid Price: \$59,834.00**

**Notes:**

- Additional Phasing Will Incur Additional Mobilization and Charges**
- Any deviation from these specifications and/or terms shall be by written mutual agreement. Payment for extra work and allowances for omission shall be fixed in advance in writing on demand by either party. No verbal agreement or understanding shall be binding
- Temperature is a factor in the ability to apply certain asphalt products and obtain adhesion. In order for warranty to apply, temperatures must fall within certain parameters for that specific scope of work. Please call to verify the temperature parameters of the proposed work.
- Please turn off all sprinklers and remove obstructions( i.e. dumpsters or cars) from work site prior to performance of work. Morgan Pavement will not be held liable for areas that are wet or blocked on the day that the crews arrive. If it is necessary to return to touch up areas so affected, there will be additional charges.
- Morgan Pavement assumes no risk or liability of undisclosed or unforeseen conditions of the project site, including but not limited to hazardous waste, unstable or saturated subgrade, underground utilities, water table issues.
- Exclusions unless noted on scope of work: Bonds, fees, permits, material or compaction testing, traffic control and/or barricades, prime coat, soil sterilant, subgrade stabilization, concrete, sawcutting, earthwork, engineering, survey, construction staking, third party billing fees
- Morgan Pavement will not guarantee drainage on grades with 1% or less slope or on overlays.
- Both Parties agree that Morgan Pavement is not liable for any damage of underground piping, wiring, conduit which are not visible to crews on the property that could not be located by utility locator service. ( i.e. blue stakes)
- Price is valid for 30 days from date of proposal
- Due to the volatility of the oil industry, this bid may fluctuate with oil prices. Therefore this may adjust with any increase in oil/material prices.
- Morgan Pavement reserves the right to use a sub-contractor on any scope of work.

**Payment Terms:**

Payment is due at completion of project without any retention being withheld, Invoices are subject to 2% interest per month beginning 30 days

North Ogden RDA Grant Letter of Interest

June 30th 2024

Submitted in behalf

North Ogden Lock It Up

Dan Nixon

305 E 2000 N, North Ogden, UT 84414

Prepared by: Citi Design (Jake Young)/ Jake@CitiDesign.US



**Lock It Up Self Storage**  
**305 E 2000 N**  
**North Ogden, UT 84414**  
**June 30, 2024**

North Ogden Redevelopment Agency (RDA)  
North Ogden City  
505 E 2600 N  
North Ogden, UT 84414

Dear Scott Hess and the RDA Evaluation Committee,

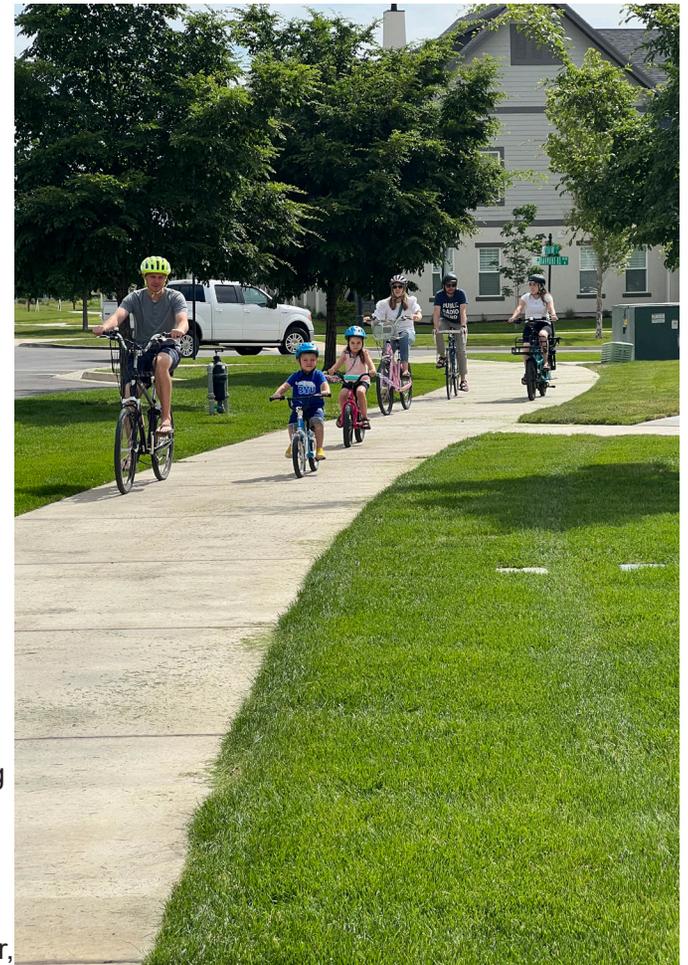
**Subject: Letter of Interest for RDA**

We at Lock It Up Self Storage are excited to submit our Letter of Interest for the North Ogden Redevelopment Agency’s Physical Infrastructure Improvement Grant Program. Our proposed project aims to enhance both the functionality and aesthetic appeal of our property located at 305 E 2000 N, specifically at the intersection with 1900 North.

**Project Overview**

**Our project includes the following key improvements:**

- Concrete Trail on 1900 North: Construction of a concrete trail along 1900 North, providing a safe and accessible pathway for pedestrians and cyclists.
- Trailhead and Signage: Development of a trail head with clear, informative signage to guide trail users and enhance the overall trail experience.
- Retaining Wall: Installation of a retaining wall to support the trail and prevent erosion, ensuring long-term stability and safety.
- Architectural Upgrades: Significant enhancements to our office building at Washington Boulevard and 1900 North, including the addition of high-quality glass and brick materials to improve its visual appeal.
- Water-Wise Landscaping: Implementation of water-efficient landscaping along the trail corridor, contributing to sustainable water use and adding natural beauty to the area.
- Stream Enhancements: Minor improvements to the nearby stream to enhance its ecological health and aesthetic value.



**Timeline**

Planning and Design: September - October 2024  
Permitting and Approvals: October - December 2024  
Construction Start: Spring 2025  
Project Completion: Summer 2025

**Supporting Documents**

Attached to this letter, you will find concept plans and project estimates.

**Alignment with North Ogden Redevelopment Plan**

Our project aligns with several key goals and objectives of the North Ogden Redevelopment Plan, including:

- Improved Public Spaces: The concrete trail and trailhead contribute to enhanced public spaces and pedestrian circulation systems.
  - Architectural and Urban Design Excellence: The architectural upgrades reflect a high level of concern for architectural, landscape, and urban design principles.
  - Environmental Enhancements: The stream improvements and water-wise landscaping address environmental deficiencies and promote sustainable practices.
  - Economic Revitalization: The project aims to strengthen the tax base and economic health by improving the area's attractiveness and functionality.
- We believe our proposed improvements will significantly benefit the North Ogden community, providing enhanced infrastructure, aesthetic appeal, and environmental sustainability. We are committed to investing in this project and partnering with the RDA to achieve these goals.

Please do not hesitate to contact us for any additional information or clarification. We look forward to the opportunity to contribute to the revitalization of North Ogden.

Thank you for your consideration.

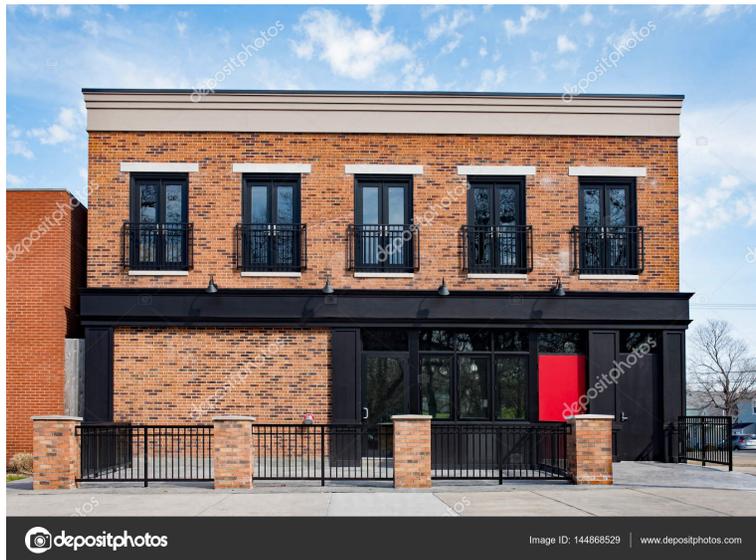
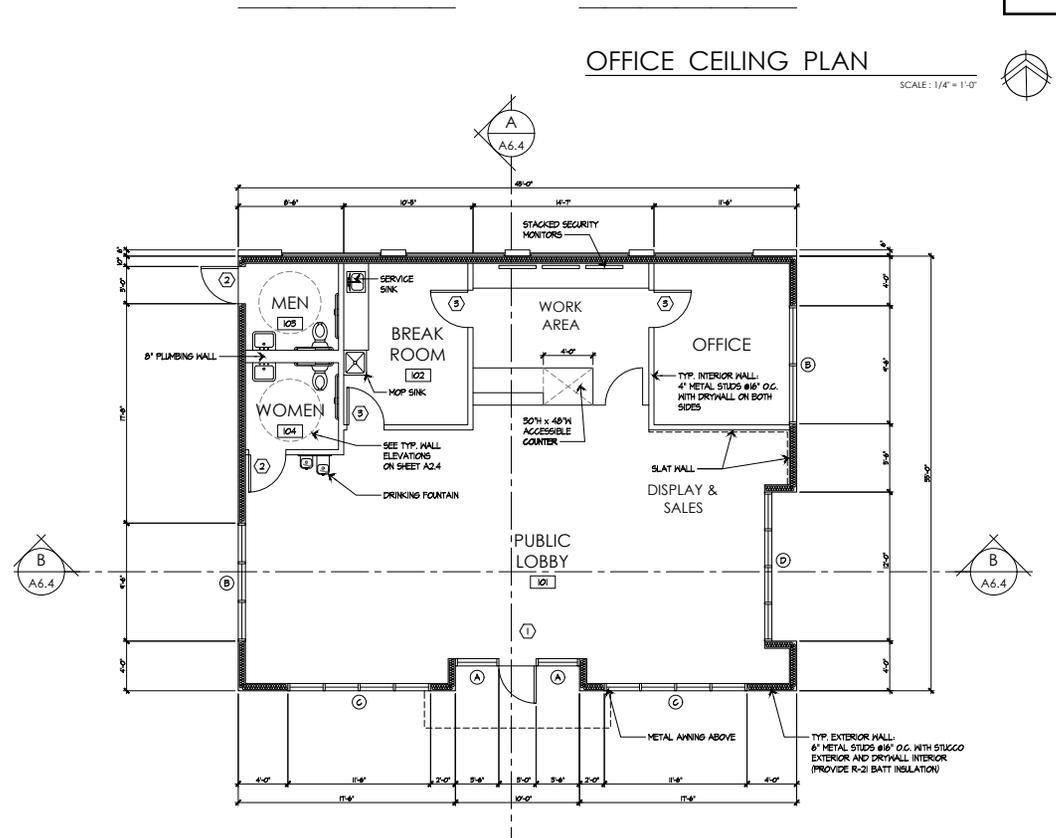
Sincerely,

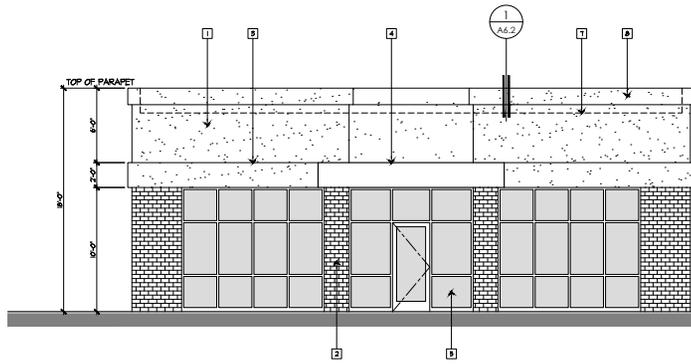
Jake Young, Owners Rep for Lock It Up



# Architectural Plans for building

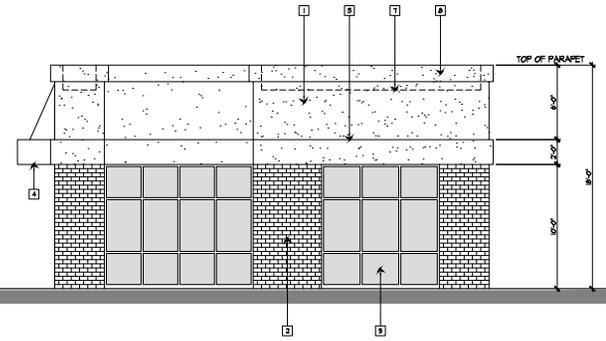
Item 7.





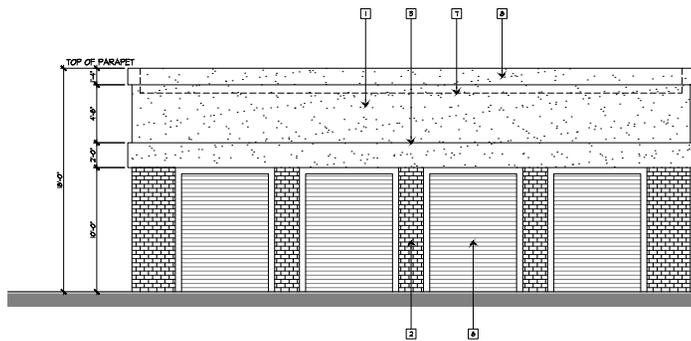
OFFICE SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



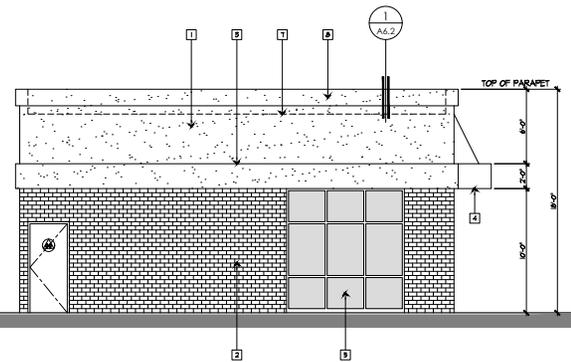
OFFICE EAST ELEVATION

SCALE: 1/4" = 1'-0"



OFFICE NORTH ELEVATION

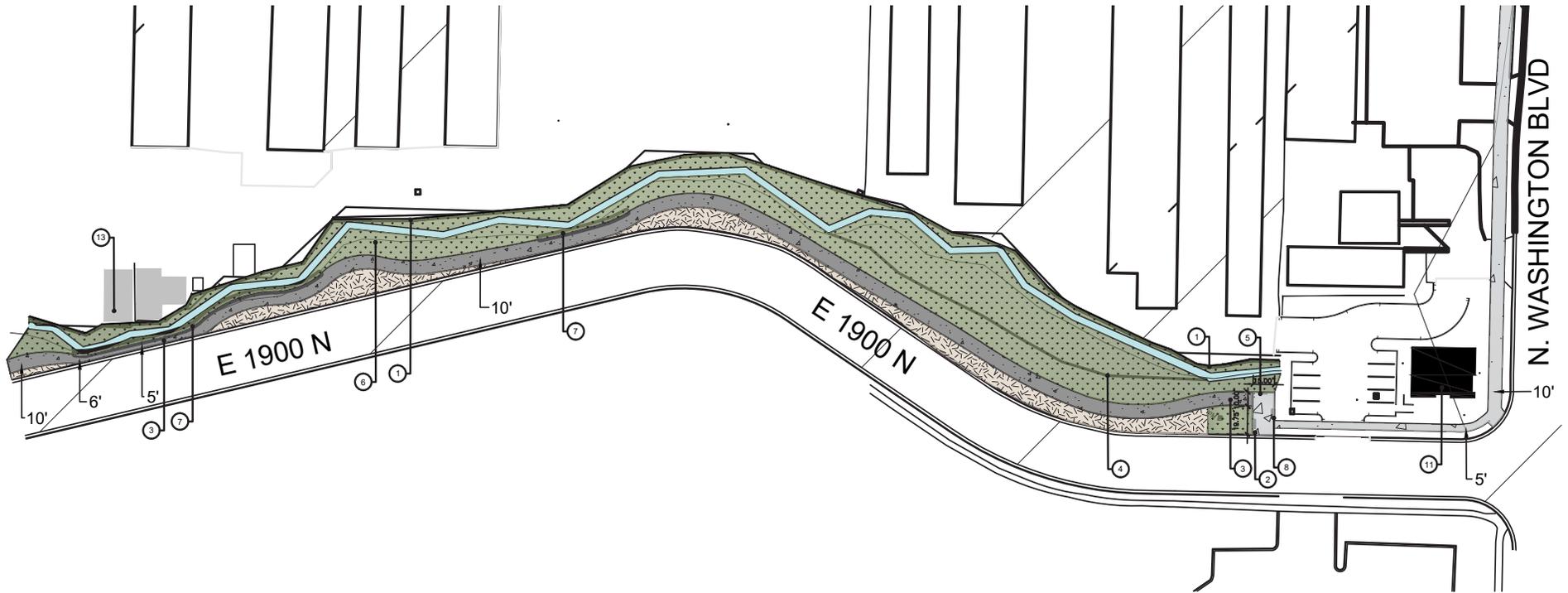
SCALE: 1/4" = 1'-0"



OFFICE WEST ELEVATION

SCALE: 1/4" = 1'-0"

# NORTH OGDEN LOCK IT UP TRAIL SITE PLAN



## REFERENCE NOTES SCHEDULE

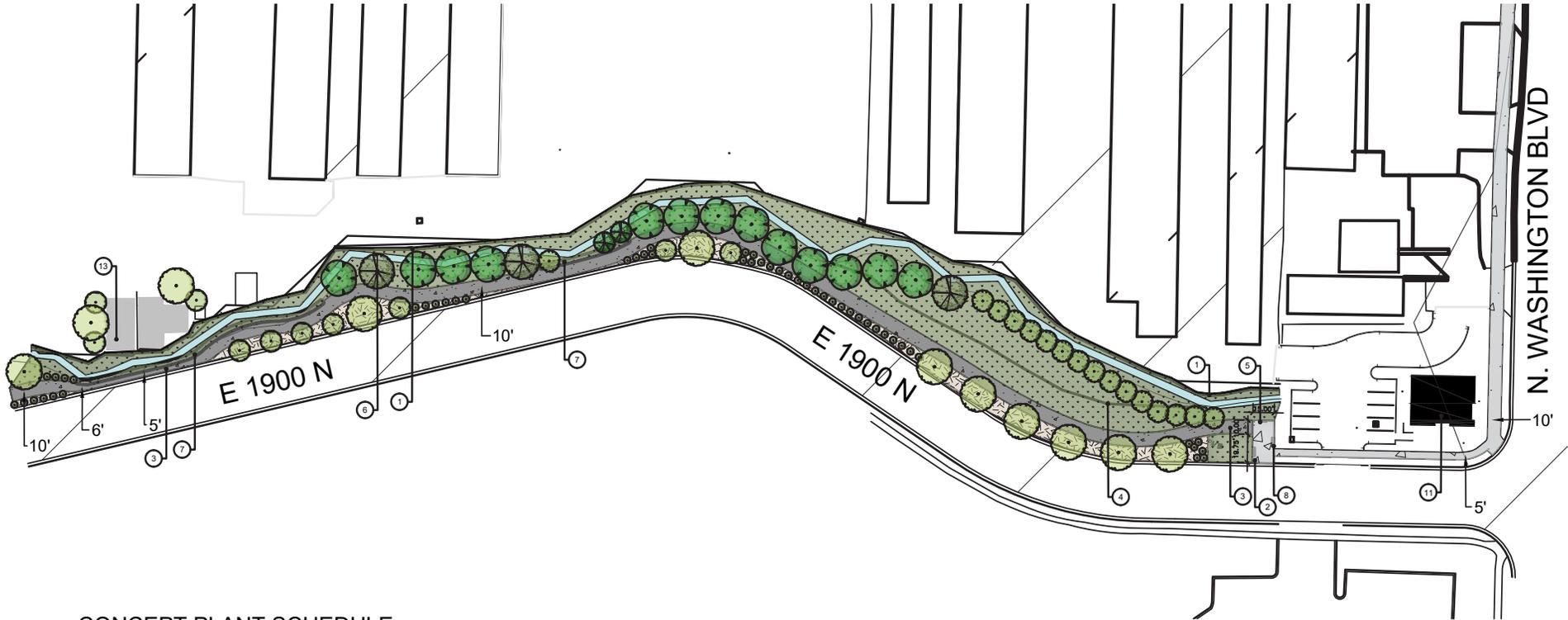
SYMBOL	DESCRIPTION	QTY			
①	6' TALL DECORATIVE CONCRETE WALL PER OWNER	1,050 lf		⑧	BENCHES PER OWNER
②	CONCRETE	7,318 sf		⑨	MULCH OVER 20 YEAR WEED FABRIC
③	TRAIL, POSSIBLE SURFACES INCLUDE: ASPHALT, CONCRETE	8,781 sf		⑩	GRASS TO REMAIN
④	PROPOSED RIVER PATH			⑪	NEW OFFICE BUILDING, WITH ARCHITECTURAL IMPROVEMENTS
⑤	TRAIL HEAD SIGN CONTAINING: TRAIL MAP, DIRECTIONS, INSTRUCTIONS			⑫	EXISTING STREAM
⑥	CONTRACTOR TO REMOVE AND REPLACE FALLEN, DEAD, AND DISEASED PLANTING			⑬	CELLPHONE TOWERS
⑦	1' WIDE RETAINING WALL WITH RAILING	494 sf			



SCALE: 1" = 100'

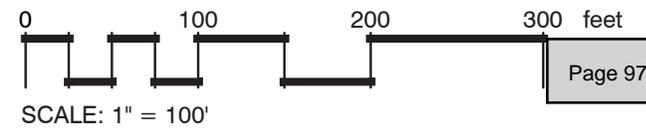
# Concept Plan

## NORTH OGDEN LOCK IT UP TRAIL PLANTING PLAN



### CONCEPT PLANT SCHEDULE

	EXISTING TREE MED	16		WATERWISE TREE MED	10
	EXISTING TREE LARGE	13		WATERWISE SHRUB	50
	RIPARIAN TREE LARGE	3			
	RIPARIAN TREE MED	2			
	WATERWISE TREE LARGE	11			



**Wall Images**

Item 7.



# Cost Estimate

Item 7.

<b>Customer Name :</b>	Lock It Up Self Storage
<b>Address:</b>	305 E 2000 N, North Ogden, UT 84414
<b>Phone:</b>	801-782-2800

<b>Total Cost Estimate</b>	<b>\$376,475.79</b>
<b>Total Cost Estimate With 10%</b>	<b>\$414,123.37</b>

Groupings				
Item Name				Total
Fascade Improvements				\$28,000.00
Utility Connections				
Public Space Improvements				\$295,675.79
Trail Improvements				\$95,410.79

Site Items				
Item Name	Qty	Price	10% Cont.	Total
Trail Benches	3	\$2,096.93	\$2,306.62	\$6,290.79
Trail Signage	2	\$2,500.00	\$2,750.00	\$5,000.00
				\$0.00
				\$0.00
<b>Total</b>				<b>\$11,290.79</b>

Site Materials					
Item Name	Sq. Ft. / Ln. Ft.	Qty	Price	10% Cont.	Total
Precast Concrete Wall	1050		\$150.00	\$165.00	\$157,500.00
Trail-head Concrete Pad	444		\$10.00	\$11.00	\$4,440.00
Trail Surface Concrete	8412		\$10.00	\$11.00	\$84,120.00
1' Retaining Wall W/ Railing	65		\$25.00	\$27.50	\$1,625.00
<b>Total</b>					<b>\$326,435.00</b>

Plant Materials				
Item Name	Qty	Price	10% Cont.	Total
Medium Waterwise Tree, 10 Gal	10	\$3,000.00	\$3,300.00	\$30,000.00
Large Waterwise Tree, 2" B&B	11	\$400.00	\$440.00	\$4,400.00
Medium Riparian Tree, 10 Gal	2	\$400.00	\$440.00	\$800.00
Large Riparian Tree, 2" B&B	3	\$500.00	\$550.00	\$1,500.00
<b>Total</b>				<b>\$36,700.00</b>

Total	
Total Site Items	\$11,290.79
Total Site Materials	\$326,435.00
Total Plant Materials	\$36,700.00
Fascade Improvements	\$28,000.00
Utility Connections	\$0.00
<b>Total</b>	<b>\$376,475.79</b>



# Manny Structure Stucco LLC

801-695-7472 | Mannystructure@gmail.com  
1021 N 1390 W | Layton, UT | 84041

ATTN: Jason Greenwood

Date: 01/17/2024

Email: jason@layton-roofing.com

Phone: 801-2896552

Address: 1970 N Washington Blvd Nort Ogden UT 84414

Job #: Stucco

## Inclusions

Contractor shall provide the service as follows only to the stucco.

1. Remove 2 feet of stucco where the stucco meets the roof. West and north canopy walls
2. Replace stucco after a new roof is installed.
3. Install water barrier foam and mesh.
4. Apply base coat, mesh, and acrylic finish (Synergy Product)
5. Install 4 inch of trim on gable walls.
6. Working over the existing stucco
7. Match existing color
8. Match existing texture
9. Protect all existing finishes from stucco work.
10. Clean up all debris and any stucco on other surfaces.
11. Clean up and haul away all debris

**\*If there is no water barrier after removing the stucco, we must remove all the stucco from those areas, to follow the code. The cost to repair that work will be at an additional cost\***

**TOTAL PROPOSAL AMOUNT: \$9,975.00**

\*All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the original estimate. General liability will cover any accident to persons or property. **Payment Terms:** 50% DOWN AND 50% UPON SUBSTANTIAL COMPLETION. Substantial completion is the last day the crew and the equipment is on the job.

I hereby understand and agree to the above terms: \_\_\_\_\_

Manny Structure Stucco LLC  
1021 N 1390 W | Layton, UT | 84041 | 801-695-7472  
[Mannystructure@gmail.com](mailto:Mannystructure@gmail.com) | UT License: 9865574-5501



country ledgestone columns

build up front fascia

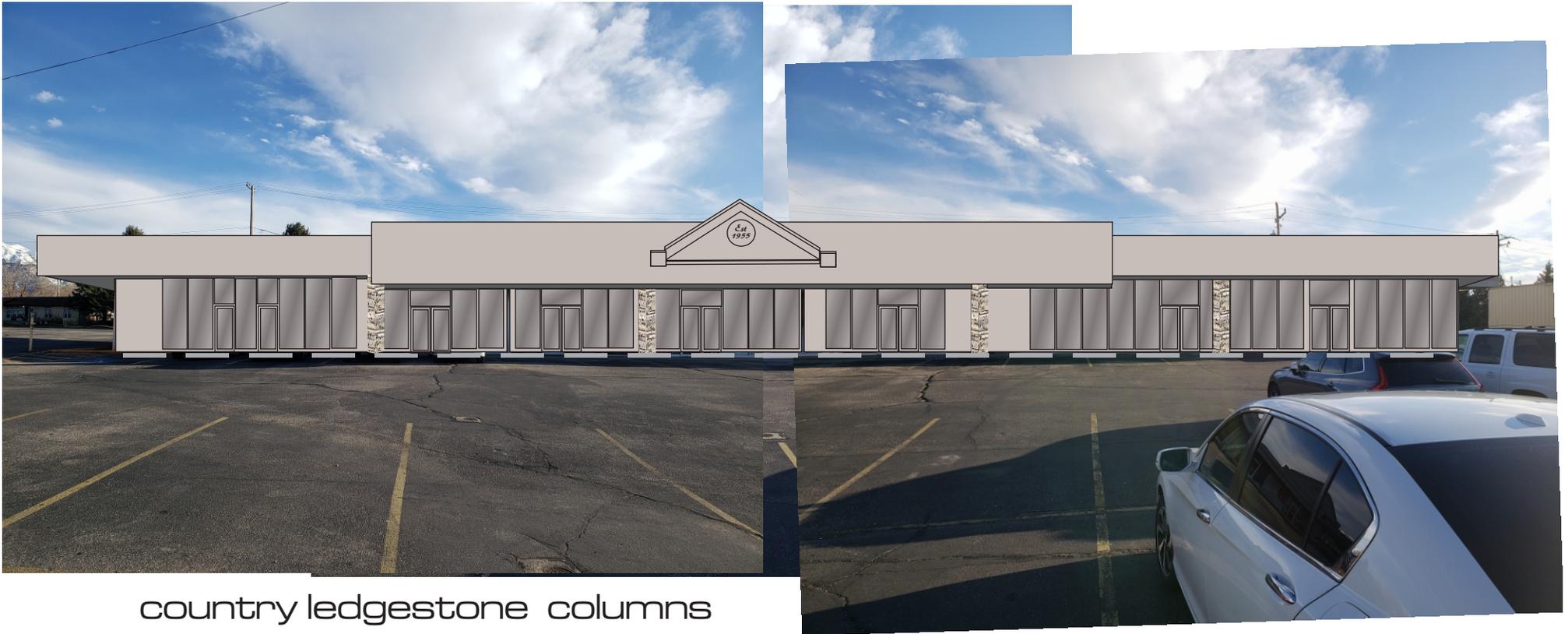
fix stucco

paint

new glass store fronts

wider commercial doors on all - Jensen Floral (ste C) needs a double door

wired for backlit signs (signage on PizzaMan request)



country ledgestone columns  
build up front fascia  
fix stucco  
paint  
new glass store fronts  
double doors on all



fix stucco  
repaint  
new glass  
double doors for most shops



new store front with  
wainscoat & columns  
covered in country ledgerstone  
double doors on most  
shorter windows  
build up front fascia  
cement parking stops



repaint back  
remove swamp coolers  
roof mount heating/cooling units  
add rear signage

RDA  
**LETTER OF INTEREST**

Kevin Linsley  
Owner/ Partner  
&  
Steven Kay  
Owner/ Partner  
Poolwerx Northern Utah  
2636 North Washington Blvd  
North Ogden Utah, 84414  
801-391-7653  
kevin.linsley@poolwex.com

5/5/24

North Ogden Redevelopment Agency  
505 E. 2600 N.  
North Ogden Utah, 84414

Dear RDA Council,

I am writing to express our sincere gratitude for the opportunity to apply for grant funding from the North Ogden Redevelopment Agency (RDA) to support the recent infrastructure improvements completed at our Pool store located at 2636 Washington Boulevard in North Ogden. These enhancements encompass a comprehensive revitalization of our property, focusing on upgrades to the parking lot, building facade, landscape, and various architectural elements.

I am Kevin Linsley a North Ogden born and raised local that currently resides in Eden Utah. To just say I am excited to own and manage a commercial property/ business in my home town is an understatement. I am and always will be from 'North Ogden'! I have deep roots to the city with most of my family living and operating businesses with in the area for the last 70 years. What a privilege to be a part of my home town. Steven Kay is my business partner and friend. Steven, a Washington State Native, came to Ogden on a church mission when younger and decided to make it home. We have worked together for close to 9 years and are now partners in Utahs #1 Pool Maintenance Company, "Poolwerx".

After recognizing the need for our services here in the area a few years back, we have been in the search for the ideal location for our store and hub. Although the structure we chose was far from perfect, the location is perfect for our needs. Our initiative for a full remodel stemmed from the recognition of the need to modernize our building and create a more inviting atmosphere for our customers. The improvements made to the parking

lot have not only enhanced accessibility but also increased safety, providing a more convenient shopping experience for patrons. Additionally, the revitalized building facade and upgraded landscape have significantly improved the aesthetic appeal of the area, contributing to the overall beautification of the neighborhood. We worked closely with the North Ogden planning department to pick colors and finishes that fall in line with the city's vision for new construction.

Moreover, we believe that our investment in property revitalization will have a positive spillover effect, benefiting adjacent businesses and stimulating economic growth in the area. By elevating the visual appeal of our establishment, we aim to attract more foot traffic, thereby increasing visibility and footfall for neighboring businesses. This synergy will foster a thriving commercial environment, promoting the success of small businesses and revitalizing the local economy.

Furthermore, our project aligns seamlessly with several key goals outlined in the RDA's plan for redevelopment. By rehabilitating existing structures within the redevelopment area, we are actively contributing to the revitalization efforts and promoting sustainable growth. Our commitment to enhancing the built environment reflects our shared vision of creating vibrant, livable communities that serve the needs of residents and businesses alike. Some of the goals that our project mostly align with are:

- Rehabilitation of buildings to assure sound long-term economic activity in the core area of the City.
- Achievement of an environment reflecting a high level of concern for architectural, landscape and urban design principles, developed through encouragement, guidance, appropriate controls, and professional assistance to owner participants and redevelopers.
- Promote and market sites for development or redevelopment that would be complimentary to existing businesses and industries or would enhance the economic base through diversification.
- Provide utilities, streets, curbs, sidewalks, parking areas, landscape areas, plantings, and/or street furniture to give the area a new look and to attract business activity.
- Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah

In conclusion, we firmly believe that the improvements made to our Pool store align with the objectives of the North Ogden RDA and will yield significant benefits for the community. I feel it important to include that this entire project has been self-funded by Steven and myself. With the help of mortgaging homes, lines of credit, and Golden West Credit Union we were able to make this dream a reality. Although our first phase of the project is complete, we hope to receive funds to help my business partner and I

recover quickly; to once again, reinvest in the growth of Poolwerx North Ogden. We are committed to leveraging this grant funding to further enhance our property and contribute to the ongoing revitalization of the area. Thank you for considering our application, and we look forward to the opportunity to collaborate with the RDA to bring our shared vision to fruition.

Sincerely,

Kevin Linsley  
Owner/ Partner  
Poolwerx Northern Utah

Supporting Documents:

Project Overview:

**Initial Property purchase:**

2636 North Washington Blvd. Property purchase: \$515,000

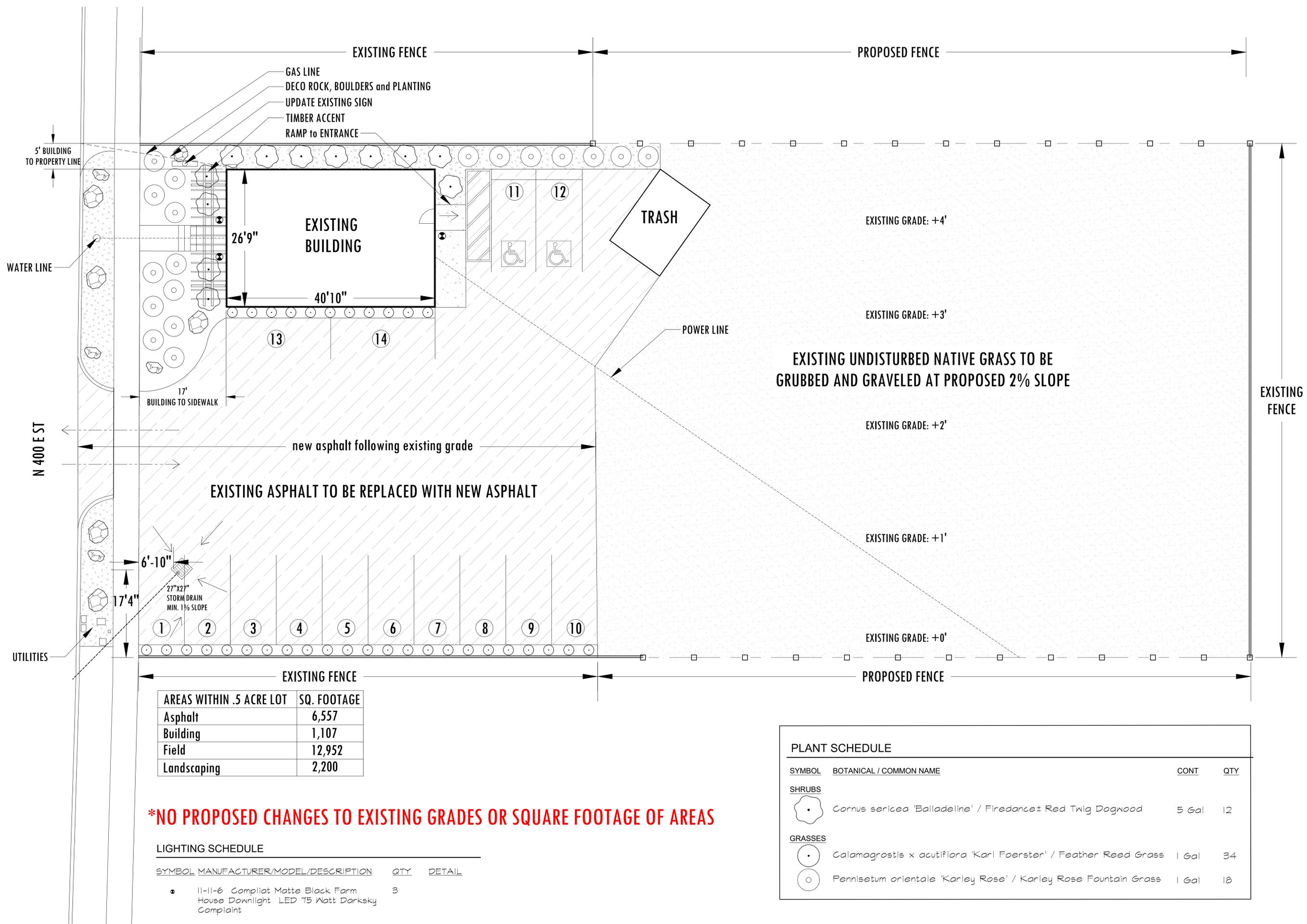
**Rehabilitation List AND Costs include but not limited too:**

- Architectural/ Engineering/ Permits: \$2300
- New Asphalt and Grading ADA Stalls: \$17,00
- Landscaping: \$4600
- Demolition and Haul off of outbuilding, old asphalt, and interior of main: \$15,210
- Rough framing: New sub floors, Office walls, bathroom walls, Storage walls, crawl space access. Materials: \$3,850 Labor: \$3,950
- Timber Accent and Garbage Enclosure Materials: \$1,600
- Windows: \$5,671
- Exterior Paint: \$5,231
- Signage \$9014
- Rear ADA Entry
- ADA Bathroom and Plumbing: \$5,850
- Electrical: \$8,262
- Drywall and Primer \$4,420
- Interior Paint: \$4,071
- Flooring: Labor Only \$2,000 (Flooring by Poolwerx)
- Roofing: \$1,461
- Fixtures Materials: \$5,100
- Labor: Garbage Enclosure, Fixtures, Shelving, Point of Sale, Trim, Exterior Timbers (326 Man Hours) \$16,400

**Time Line:**

Property Purchased in 3/1/24 and Project Completed/ Grand Opening April 4/27/24

**ADDITIONAL MATERIALS: SEE ATTACHMENTS**



AREAS WITHIN .5 ACRE LOT	SQ. FOOTAGE
Asphalt	6,557
Building	1,107
Field	12,952
Landscaping	2,200

**\*NO PROPOSED CHANGES TO EXISTING GRADES OR SQUARE FOOTAGE OF AREAS**

**LIGHTING SCHEDULE**

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
•	11-11-6 Compliat Matte Black Farm House Downlight LED 75 Watt Darksky Complaint	3	

PLANT SCHEDULE			
SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
<b>SHRUBS</b>			
•	<i>Cornus sericea</i> 'Bailadeline' / Firedance± Red Twig Dogwood	5 Gal	12
<b>GRASSES</b>			
•	<i>Calamagrostis x acutiflora</i> 'Karl Foerster' / Feather Reed Grass	1 Gal	34
○	<i>Pennisetum orientale</i> 'Karley Rose' / Karley Rose Fountain Grass	1 Gal	18

Item 7



DESIGN PROCESS	DATE
INITIAL MEETING	
FIRST CONCEPT	2/8/24
REDLINE	
FINAL DRAFT	



**POOL WERX SHOP**  
2636 N Washington Rd Blvd, North Ogden, UT 84414  
PARCEL #: 180070004



**CONCEPT LANDSCAPE PLAN**  
PROPERTY OF VALLEY DESIGN BUILD:  
ANY USE OF THIS PROPERTY (WITHOUT WRITTEN CONSENT) FOR BIDDING OR INSTALLATION PURPOSES OUTSIDE OF VDB, IS PROHIBITED.

L1.0

Page 109

05/29/2024

## North Ogden Redevelopment Agency Grant

If we were able to get this grant it would help us update our parking lot to hopefully gain more parking stalls and improve the overall look of our parking lot. It would also help us resolve a problem that we currently have with 2 water wells that are leaking on our property that North Ogden City owns the water rights to and paid to have the wells capped in October of 1998.

We would like to

1. Widen our approach on 1900 N from 40' to 50'.
2. Install an underground storm drain to relieve our current detention pond and add storm drains to accommodate the leaking wells on our property.
3. Redesign our parking lot and green space to make better use of our property and to add parking stalls.
4. Update the exterior of our building and possibly update our signage.

I don't have a budget or timeline available for these projects currently. If I can answer any questions, please feel free to contact me.

Thank you for your time and consideration,

Jason R. Westbroek  
J & J Tires and Service, L.L.C.  
dba North View Big O Tires  
1893 North 400 East  
North Ogden, Utah 84414-7228  
Email: [store044261@bigostores.com](mailto:store044261@bigostores.com)  
Mobile: (801)510-2263  
Store: (801)737-4781  
Fax: (801)737-4783

**BIG O TIRES**  
THE TEAM YOU TRUST™





**"Above All, A Good Roof"**

## CONTRACT AGREEMENT

Date: February 7, 2024  
 Project Name: Pizza Pie  
 Location: 1970 N. Washington Blvd  
 North Ogden, UT 84414  
 Attention: Larry

We are pleased to submit pricing for labor and materials to install a new roof at the above location. This price is for a reroof on the two canopies only. The North and West canopies.

### NEW ROOF SYSTEM TO INCLUDE THE FOLLOWING:

- Remove the existing membrane and haul away.
- Remove 2 feet of stucco above the roof level. (see attached stucco bid)
- Install a ¼" slope EPS taper to the drains.
- Add crickets to help slope water to the drains.
- Install ½ fan-fold over the taper insulation
- Install new Versico TPO 60 mil white membrane and mechanically attach.
- Wrap the walls up and under the existing cap metal.
- Wrap all the pipes and curbs and terminate as required by the manufacturer.
- Provide a 15 year warranty from the manufacturer.

**BASE BID PRICE (for roofing only): \$7,650.00**

**STUCCO BID: \$9,975.00 (see attached bid for details)**

**TOTAL PRICE: \$17,625.00**

**Excluded from base bid:** Structural repairs, electrical, plumbing, HVAC, any items or areas not listed above.

**PAYMENT TERMS:** 100% due on completion of the project. Interest and penalties may apply to any past due amounts over 30 days.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

If you have any questions or concerns, please feel free to call me. Cell # (801) 289-6552

Respectfully submitted by,

Jason Greenwood  
 Layton Roofing, Co.

Pricing good for 30 days

Letter of Interest

3/20/2024

After receiving the invitation letter, I am excited to see where I can help the North Ogden Redevelopment Agency and North Ogden City through physical infrastructure improvements. I am submitting the following for your review:

Project Overview:

This proposal is for a sidewalk enhancement, specifically regarding the replacement of a 60' long by 4' wide section on 2050 N. This proposal meets the following eligibility criteria:

- Located within the designated redevelopment area at 433 E. 2050 N., North Ogden,
- Received the invitation letter at the property in question,
- Will address a physical infrastructure improvement need,
- Aligns with the redevelopment plan, specifically goal #7 which states providing improved sidewalks to give the area a new look.

Initial Budget: \$7,000

This includes:

- City approval, permits, inspections,
- Project management,
- Removal of existing sidewalk,
- Excavation down an additional 6",
- Install new 6" road base fill,
- Compact/level road base fill,
- Form,
- Pour 4.5"-5" thick in walking areas and 6" in driveway areas. 6.5 bag cement, with fiber mesh,
- Finish and remove forms,
- Landscape up to new sidewalk.

Work to be completed by contractor: Wuenschel Concrete, Inc., 2635 S. 4150 W. Ogden, UT 84401, (801) 540-1943.

Timeline: 1 week, once approved and funded.

Supporting Documents: See attached pictures of current state.

Thank you for your time and consideration,

Mark Ellis

[innovativehomes@gmail.com](mailto:innovativehomes@gmail.com), 801-388-4066



June 28, 2024

North Ogden RDA  
505 E. 2600 N.  
North Ogden, UT 84414

**RE: Washington Blvd. Sidewalk and Pedestrian Crossings – RDA Letter of Intent**

Dear RDA Members and Selection Committee,

**Project Overview:**

North Ogden Planning and Engineering Departments propose that RDA funds be used for improvements along Washington Blvd. including a 10-foot-wide sidewalk on both sides of the road, and crossing enhancements at key intersections as indicated below. The objectives include improved pedestrian and bicycle access, safety improvements, and a focus on building a pedestrian friendly environment connecting our main economic development areas along this crucial corridor.

**Initial Budget:**

10-foot Sidewalk

- \$150 per linear foot of 10-foot-wide sidewalk:  $(6,690\text{ft} \times \$150 = \$1,003,500) \times 2$  for both sides \$2,007,000
- \$2500 per ADA Crossing at each intersection:  $(34 \text{ ADA ramps } 1700 \text{ N. to } 2650 \text{ N.} = \$85,000$

Crossing Enhancements

- \$150,000 per High-Intensity Activated crossWalk (HAWK)
- Locations include: 1900 N. 2000 N. 2300 N. = \$450,000

Other Considerations

- The unknown factors in this simple estimate include: Right-of-way purchase at intersections or to widen sidewalk, landscaping costs, slope issues, and moving utilities and fixed objects.

The estimated total request for ADA Funding is \$2,542,000 to complete this project.

**Timeline:**

- Engineering and Design: August 2024 through February 2025
- Bid process and contractor selection: February 2025 through May 2025
- Construction: June 2025 through June 2026

If you have any questions please feel free to contact me at North Ogden City at 801-737-9841 or email at shess@nogden.org. Alternatively you can contact Eric Casperson, City Engineer, at 801-737-3308 or email at ecasperson@nogden.org.

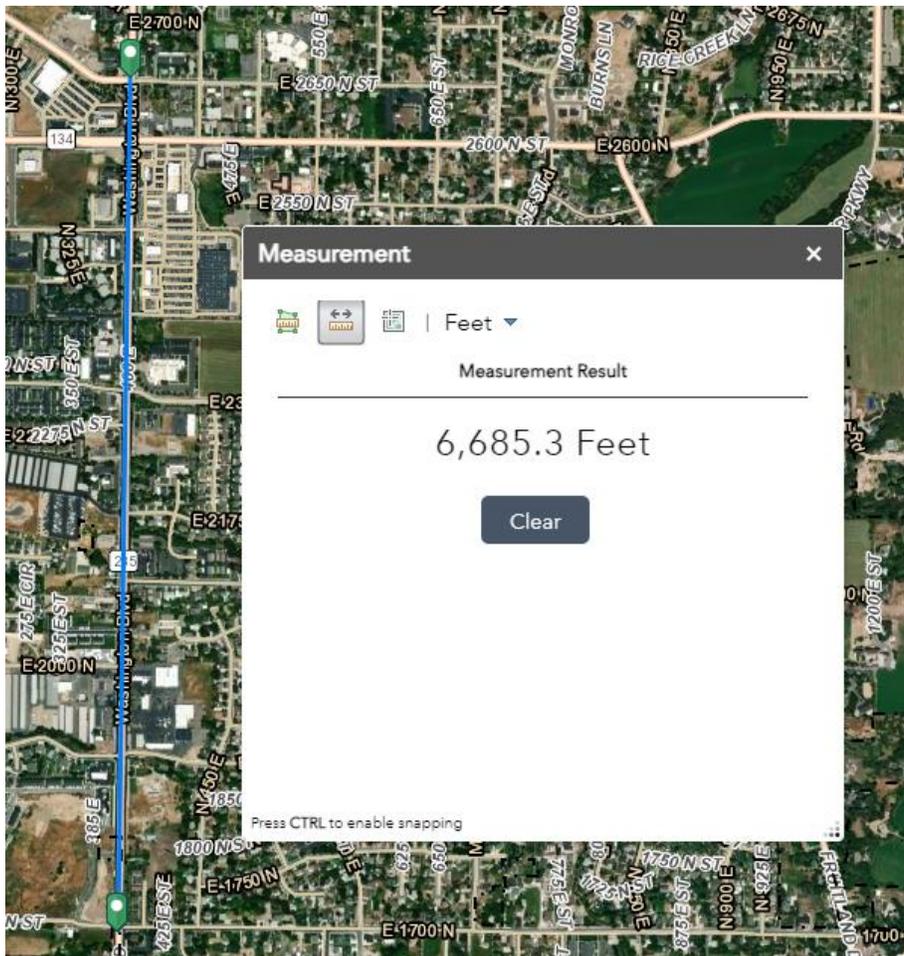
Thank you,



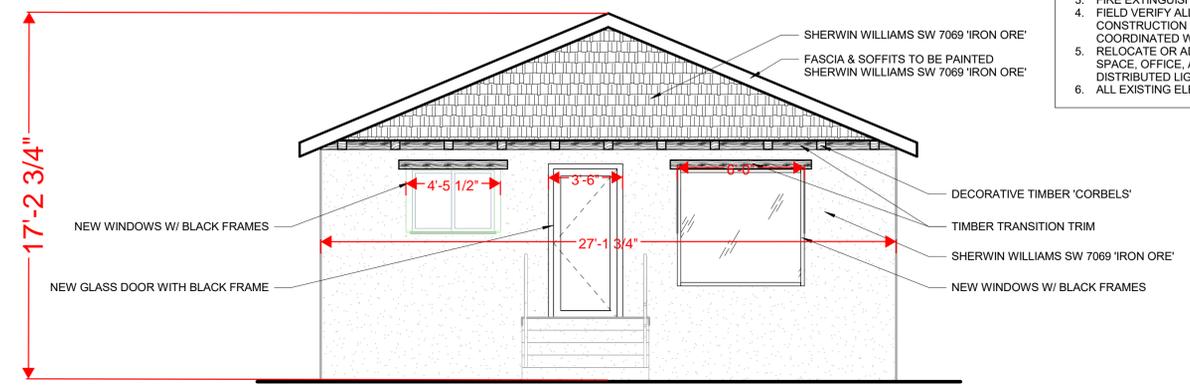
Scott A. Hess  
Community and Economic Development Director

**Supporting Documents:**

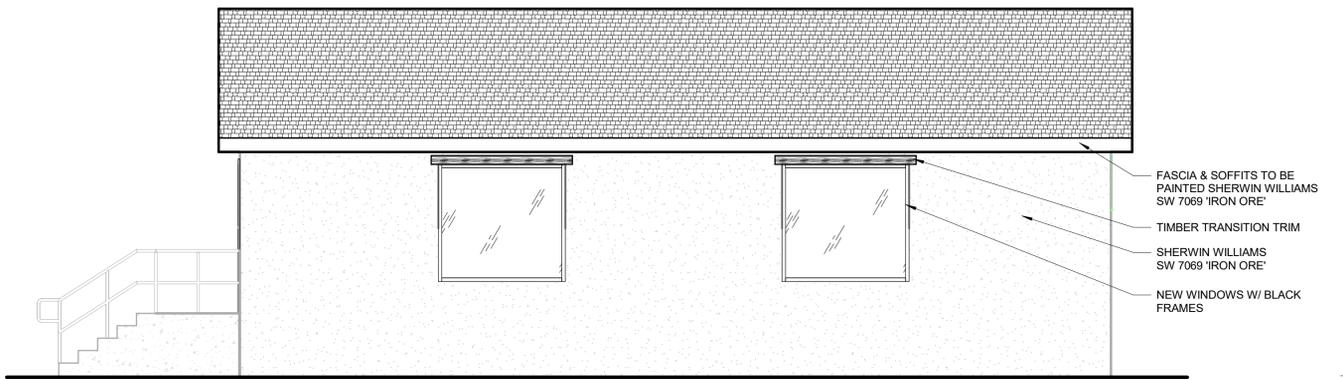
Estimated boundaries of the project from south to north includes just over 6,685 feet from the 1700 N. intersection to the 2650 N. intersection.



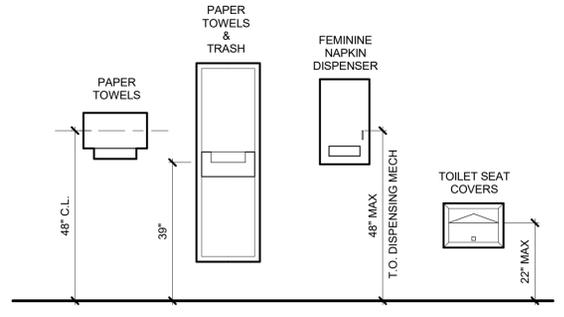
- GENERAL NOTES - FLOOR PLAN**
1. INTERIOR WALL DIMENSIONS ARE FACE TO FACE, U.N.O.
  2. OPENINGS ARE DIMENSIONED TO FINISH FACE OF OPENING, U.N.O.
  3. FIRE EXTINGUISHER CABINETS TO BE SEMI-RECESSED.
  4. FIELD VERIFY ALL EXISTING CONDITIONS AND THEIR COMPATIBILITY WITH NEW CONSTRUCTION PRIOR TO BEGINNING WORK. ANY DISCREPANCIES SHOULD BE COORDINATED WITH ARCHITECT.
  5. RELOCATE OR ADD NEW RECESSED LIGHTING THROUGHOUT SHOWROOM SPACE, OFFICE, AND RESTROOM/STORAGE AREAS AS NEEDED FOR UNIFORMLY DISTRIBUTED LIGHTING.
  6. ALL EXISTING ELECTRICAL TO REMAIN.



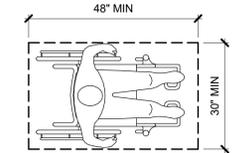
C3 WEST ELEVATION 1/4" = 1'-0"



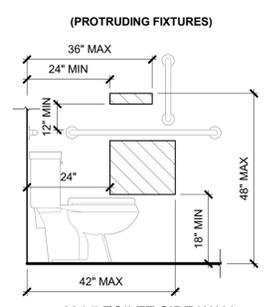
B3 SOUTH ELEVATION 1/4" = 1'-0"



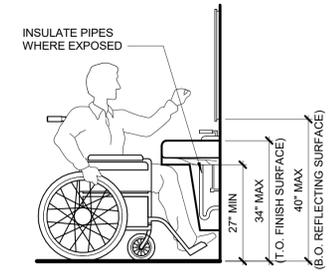
C1 MISC. RESTROOM ACCESSORY MOUNTING HEIGHTS 1/2" = 1'-0"



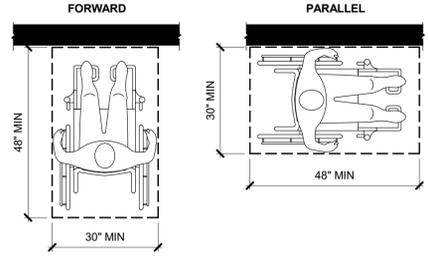
C2 305.3 SIZE OF CLEAR FLOOR SPACE 1/2" = 1'-0"



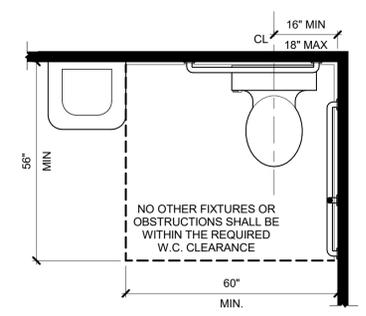
B1 604.7 TOILET SIDE WALL FEATURES 1/2" = 1'-0"



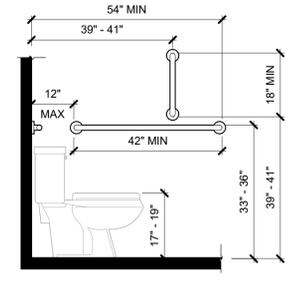
B1.5 LAVATORY & SINK HEIGHT 1/2" = 1'-0"



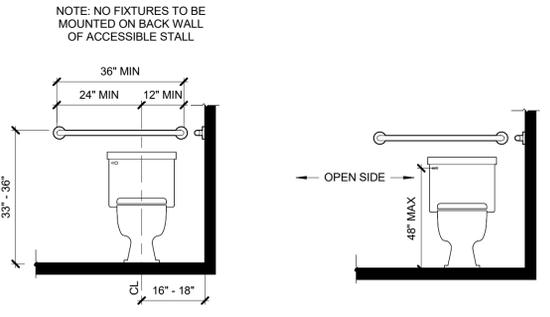
B2 305.5 POSITION OF CLEAR FLOOR SPACE 1/2" = 1'-0"



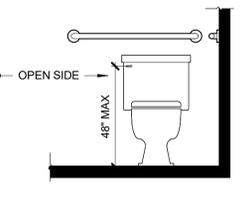
A1 604.3 WATER CLOSET CLEARANCE 1/2" = 1'-0"



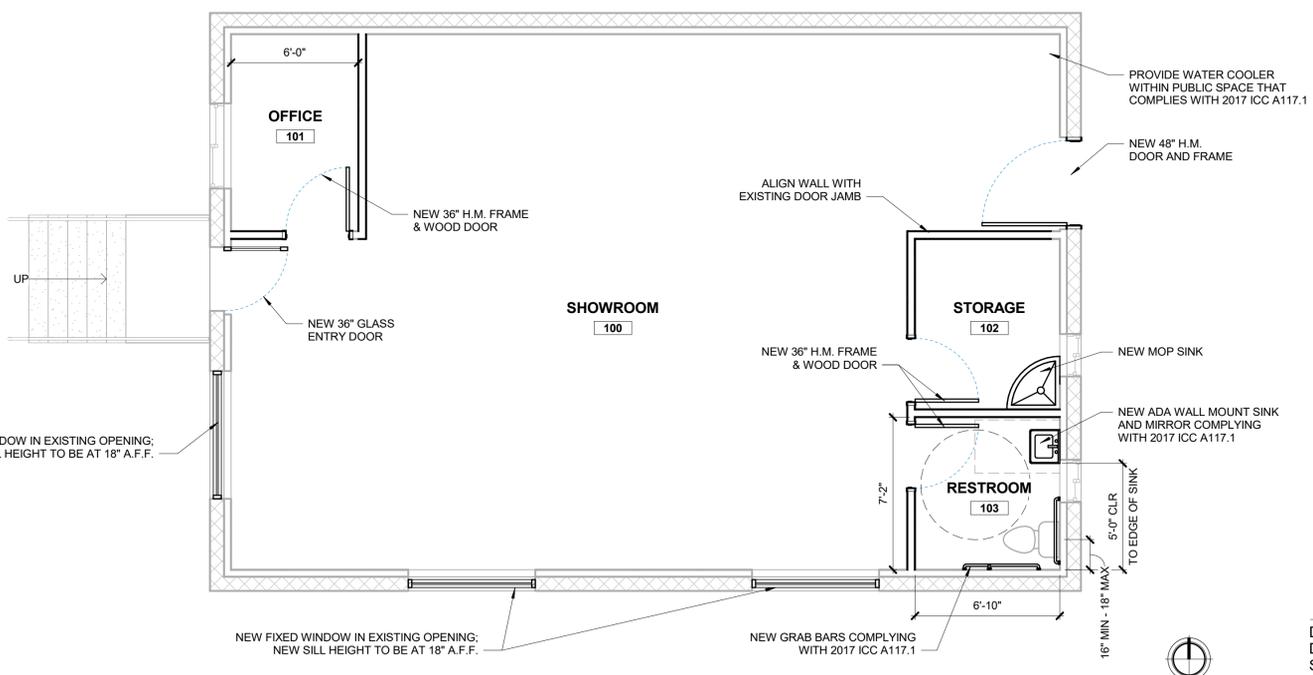
A1.5 604.5.1 TOILET SIDE WALL MOUNTING 1/2" = 1'-0"



A2 604.5.2 TOILET REAR WALL MOUNTING 1/2" = 1'-0"



A3 604.6 FLUSH CONTROLS 1/2" = 1'-0"



A4 FLOOR PLAN 1/4" = 1'-0"

Pizza Pie Café  
Sway LLC

June 24, 2024

Subject: Letter of Interest for Physical Infrastructure Improvement Grant

Dear North Ogden Redevelopment Agency/North Ogden City,

The landlord (Sway LLC) and business owner (Pizza Pie Café of Ogden LLC) of the North Ogden Pizza Pie Café expresses interest in participating in the North Ogden Redevelopment Agency (RDA) Physical Infrastructure Improvement Grant Program.

Pizza Pie Café has become a staple in the North Ogden community for the past eleven years. During this time, Pizza Pie Café has given back to the community through numerous fundraisers, donations to various events, and through contributions to Chalk It Up.

This spring as we reviewed the condition of our building, landscaping, and the parking lot around the North Ogden Plaza (this is also the same location used for Chalk It Up) it has been decided that repairs are needed to revitalize our building, landscaping, and parking lot. We have discussed the landscaping and parking lot improvements with the other business owners of the North Ogden Plaza and have decided to submit a common request for these improvements. Therefore, this request does not include the improvements to the landscaping and parking lot, but we would like to mention in this letter our support for making these improvements. Please look for this request from Dave Meents.

**Project A – Building Revitalization – Total \$14,500 (landlord has already invested \$8,000)**

Improving the landscaping and parking lot of the Pizza Pie Café building is a step in the right direction to revitalize this area. Another project that would help revitalize the appearance of the North Ogden Plaza is to make improvements to the exterior of the Pizza Pie Café building. Efforts have already been made to re-stucco the lobby and entrance tower of the building. This work has been completed earlier this year at a cost of \$8,000 paid by the landlord. However, due to the repair cost to complete the remainder of the building it was decided this repair would need to be postponed. An estimate of \$6,500 has been given to complete the remaining stucco repairs. We would like to request assistance from this grant so that we can complete the remaining work this year.

**Project B – Building Roof Repair – Total \$17,625**

During an inspection of the Pizza Pie Café building earlier this year, a roof defect was discovered that will require a significant investment to fix. This repair would require the roof on the North and West entrance canopies to be pulled back and releveled. An estimate has been received from Layton Roofing to complete this repair for \$17,625.

We would appreciate any help through the North Ogden Redevelopment Grant Program in making these improvements to our community.

Thank you for your consideration.

- Daoshuai Zhang, Sway LLC
  - o DaoshuaiZhang@msn.com
- Larry McDougal, Pizza Pie Café LLC Owner
  - o LMcDougal.ppc@gmail.com

**RDA Rating and Ranking (top score 60)**



**RDA FIT**

	10	5	1
<b>Importance of Issue, Fit with RDA Mission, Clarity of Goals</b>	Proposal that address very important community issues, has a strong fit with RDA's mission, and describes exciting and clear goals.	Proposals that address important community issues, have a good fit with the RDA mission, and includes clear goals.	Proposals that do not clearly describe the challenge/opportunity, address less important community issues, do not have a clear fit with the RDA mission, and has unclear goals.

	5	3	1
<b>Fit with Board Priorities</b>	Strongest	Good	Unclear or Low

**PROJECT BUDGET**

	10	5	1
<b>Clarity and Impactful Use of Funds</b>	Clearly describes use of dollar; shows highly effective use of dollars, limited leverage	Budget understandable and good use of RDA dollars; good leverage	Not clear on how dollars will be used - Poor use of RDA dollars; strongest leverage

**IMPACT SCORES**

	5	3	1
<b>Reach</b>	Strongest	Good	Unclear or Low

	5	3	1
<b>Financial Impact or Benefit to the City</b>	Strongest	Good	Unclear or Low

	5	3	1
<b>Community Engagement</b>	Strongest	Good	Unclear or Low

	5	3	1
<b>Collaboration and Partnerships</b>	Strongest	Good	Unclear or Low

	10 - 7 Points	6-3 Points	2-1 Points
<b>Overall Community Impact</b>	Exciting Potential to build stronger community; Strong long-term impact: High North Ogden City involvement	Good potential to build stronger community; Average long-term impact; Moderate North Ogden City involvement	Limited apparent impact for community; Low North Ogden City involvement

	5	3	1
<b>Organizational Sustainability</b>	Strongest	Good	Unclear or Low