



**NOTICE AND AGENDA  
SOUTH OGDEN PLANNING COMMISSION  
WORK SESSION**

**THURSDAY, MAY 14, 2026- 5:30 PM**

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5:30 pm Thursday, May 14, 2026. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; anyone interested is welcome to attend. No action will be taken on any items discussed during the work session. Discussion of agenda items is for clarification only.

## WORK SESSION AGENDA

- I. CALL TO ORDER** – Chairman Robert Bruderer
  
- II. DISCUSSION ITEMS**
  - A.** Discussion on Agenda Items
  - B.** Discussion on Possible Changes To Form-Based Code
  
- III. ADJOURN**

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website (southogdencity.gov) and emailed to the Standard Examiner on May 8, 2025. Copies were also delivered to each member of the governing body.

  
Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 24 hours in advance.



**NOTICE AND AGENDA  
SOUTH OGDEN CITY  
PLANNING COMMISSION MEETING**

**THURSDAY, MAY 14, 2026**

Notice is hereby given that the South Ogden City Planning Commission will hold a meeting on Thursday, May 14, 2026, beginning at 6:15 p.m. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public; anyone interested is welcome to attend. The meeting will also be streamed live over [www.youtube.com/@southogden](http://www.youtube.com/@southogden).

**I. CALL TO ORDER AND OVERVIEW OF MEETING PROCEDURES** – Chairman Robert Bruderer

**II. PUBLIC COMMENTS**

This is an opportunity to address the Planning Commission with any concerns, suggestions, or praise regarding any item that is NOT on the agenda. No action can or will be taken at this meeting on comments made.

*Please limit your comments to three minutes.*

**III. PUBLIC HEARING**

To Receive and Consider Comments on Master Development Agreement with McConkie Family Construction at 5083 Harrison Boulevard

**IV. SPECIAL ITEMS**

Discussion/Recommendation on Master Development Agreement with McConkie Family Construction at 5083 Harrison Boulevard

**V. ZONING ITEMS**

Discussion on Short-Term Rentals

**VI. APPROVAL OF MINUTES OF PREVIOUS MEETING**

Approval of February 12, and April 23, 2026 Planning Commission Minutes and the March 12, 2026 Combined Planning Commission/City Council Meeting Minutes

**VII. STAFF REPORTS**

**VIII. OTHER BUSINESS**

**IX. ADJOURN**

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*“South Ogden City is dedicated to preserving and enhancing quality of life and professionally meeting the expectations of all residents, businesses, employees, and visitors.”*

# STAFF REPORT



**SUBJECT:** Master Development Agreement for 5083 Harrison Boulevard  
**AUTHOR:** Alika Murphy  
**DEPARTMENT:** Planning Administration  
**DATE:** May 14, 2026

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## BACKGROUND

Back in March 2023 a Master Development Agreement (MDA) between the City and McConkie Multifamily, LLC for the property at 5083 Harrison Boulevard was presented to Planning Commission and the commission ended up recommending a positive approval to the City Council. City Council then adopted the MDA later that month. A development agreement is a written agreement or amendment to a written agreement between a municipality and one or more parties that regulates or controls the use or development of a specific area of land. The main purpose of this agreement is for the developer to provide a total of five deed restricted units for workforce housing in exchange for an additional floor per building. The remaining units will be market rate units.

The property is zoned Neighborhood Commercial which allows for residential uses and allows for different building types including Storefront, General Stoop, Limited Bay, and Civic Building. This project is proposing two storefront buildings. Currently, the city requires that storefront buildings be built according to the specific requirements of the code but is not currently requiring the commercial component on the ground floor. The thought is that in the future the ground floor could be turned into a commercial space if desired. Without the MDA the property could still develop with a couple multifamily buildings but there would be no requirement of deed restricted units, the buildings would be no taller than 3 stories, and all requirements of the form-based code would need to be followed.

The intention of deed restricting “workforce” housing is to provide affordable housing for police, fire, emergency responders, public school teachers, school staff, and municipal employees all employed within the city. The workforce housing units will not be rented to households that earn more than 80% of the area median income (AMI) and the units will be deed restricted for 50 years. The monthly rent for the workforce housing units shall not exceed 30% of the gross monthly income of a household earning 80% of the Weber County AMI. If there is no qualified renter, then the unit may be rented to a qualified renter meaning that the leasing household’s annual income must be less than 80% of the county’s AMI.

## ANALYSIS

Staff has spoken to administrative staff that were present when the original MDA was adopted and it was confirmed that the City is still on board with the terms of this MDA.

The main changes from the original adopted MDA include updating the dates/timelines and updating the building type, since the building type that was mentioned would not be allowed in the Neighborhood Commercial zone and is not what was included as part of the agreement packet that was originally adopted. Once again, staff checked with administrative staff that was with the city at the time of approval of the original MDA and it was confirmed that the intention was always to allow the apartment buildings which would not be classified as Row Buildings, but Storefront instead. Other exceptions/ requirements that are consistent with the adopted MDA include the following:

- Floor height of the buildings being 11' on the main level and 10' on the upper levels,
- Reduced first floor glazing requirements
- parking depth having a minimum of 18' with a parking ratio of 1.75 stalls per unit including 1 covered stall per unit and no required curb stops on stalls that abut sidewalks exceeding 6' in width. Enlarged sidewalks shall accommodate the bumper overhang and comply with ADA requirements
- The entrance off of Harrison shall have a width of 26' per UDOT requirement

The proposed site plan will still need to obtain site plan approval from the City's Staff Review Committee.

This MDA aims to incentivize affordable units in a development, and it serves as a trial run for possible future agreements to make sure there will be affordable housing units included in future projects.

## **RECOMMENDATION**

Considering that the City still wants to continue with the agreement. I recommend the commission forward a positive recommendation to the City Council. Staff is open to discussion.

When recorded, return to:

South Ogden City  
Attn: City Attorney  
3950 S. Adams Ave, Suite 1  
South Ogden, UT 84403

Parcel Number: See Legal  
Description

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## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered as of the \_\_\_\_ of \_\_\_\_\_, 2026, by and among South Ogden City, a political subdivision of the State of Utah (the “City”) and Waters Edge Apartments LLC, a Utah limited liability company or its assignee (the “Developer”).

### **RECITALS**

- A. The capitalized terms used in these Recitals are defined in Section 1b, below.
- B. The Project Property is currently assigned the Neighborhood Commercial District as set forth in the Form Based Code within the South Ogden City Code, as amended by Ordinance 17-21, 11-21-2017, eff. 11-21-2017.
- C. The Parties desire that the Project Property be developed in a unified and consistent fashion under the Neighborhood Commercial District within the South Ogden City Code and Developer provided Concept Plan and the terms of this DA. The Developer intends development of the Project Property into a residential apartment complex with attractive architectural and landscaping components while striving to be environmentally friendly through efficient use of water and energy in the building.
- D. Development of the Project Property as a high-density residential apartment complex under this DA is acknowledged by the City to be consistent with LUDMA and generally the Neighborhood Commercial District, and to operate to the benefit of the City, Developer, and general public.
- E. The Parties desire to create affordable housing in the City with a preference for the City’s critical workforce which includes police, fire, emergency responders, public school teachers and staff, and municipal employees, employed within the City.
- F. The Parties acknowledge that development of the Project Property under this DA will result in significant planning and economic benefits to the City and its

residents by, among other things, requiring orderly redevelopment of the Project Property and increasing property tax, sales tax and other revenues to the City based on improvements to be constructed on the Project Property.

- G. Development of the Project Property under this DA will also result in significant benefits to Developer by providing assurances to Developer it can develop the Project Property under this DA.
- H. The Parties have cooperated in the preparation of this DA.
- I. The Parties desire to enter into this DA to specify the rights and responsibilities of Developer to develop the Project Property and the rights and responsibilities of the City to allow and regulate such development under the requirements of this DA.
- J. The Parties understand and intend that this DA is a “development agreement” within the meaning of, and entered into under Utah Code Ann. § 10-20-18 and SOCC11-3-1G.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to the following:

## **TERMS**

### **1. Incorporation of Recitals and Exhibits/Definitions.**

a. Incorporation. The foregoing Recitals and Exhibits “A”, “B”, and “C” are incorporated into this DA.

b. Definitions. As used in this DA, the words and phrases specified below shall have the following meanings:

(i) “DA” means this Development Agreement including all of its Exhibits.

(ii) “Buildout” means the completion of all of the development on the entire Project Property under this DA.

(iii) “City” means South Ogden City, a political subdivision of the State of Utah.

(iv) “City Code” means the South Ogden City Code, as amended.

(v) “Concept Plan” means the document provided by Developer for the Project, which is attached as Exhibit “A”.

- (vi) “Council” means the elected City Council of the City.
- (vii) “Developer” means McConkie Multifamily, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this DA (other than a Sub developer).
- (viii) “Development” means the development of a Parcel(s) or a portion thereof under an approved Development Application.
- (ix) “Development Application” means an application to the City for development of a portion of the Project including Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.
- (x) “Form Based Code” means specific regulations applied to the Neighborhood Commercial Subdistrict within the City’s Zoning Regulations.
- (xi) “LUDMA” means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-20-101, et. seq.
- (xii) “Notice” means any notice to or from any party to this DA.
- (xiii) “Parties” mean the City and Developer. Each may be referred to individually as a “Party.
- (xiv) “Phase” means the development of a portion of the Project at a point in a logical sequence as determined by Developer.
- (xv) “Planning Commission” means the City’s Planning Commission.
- (xvi) “Project” means the total development to be constructed on the Project Property under this DA with the associated public and private facilities, Phases, and all of the other aspects approved as part of this DA.
- (xvii) “Project Property” means approximately 5.681 acres of land owned by Developer and located on 5083 Harrison Blvd. in South Ogden, Utah and more particularly described in Exhibit “B” attached hereto.
- (xviii) “Site Plan” all documents necessary under City Code 10-

5.1A-10-2E(3)(b).

(xix) “Substantial Completion” means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.

(xx) “Zoning” means the zoning for the Project.

(xxi) “Zoning Ordinance” means the Zoning Regulations contained within the City Code.

**2. Conditions Precedent.** As conditions precedent to the obligations of the Parties, this DA is contingent upon and shall only become effective at such time, and in the event that:

- a. Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City’s Staff Review Committee.
- b. Developer obtains a traffic impact study for Harrison Blvd. and 5050 South.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the Zoning Ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 12 months from the date of signatures to this DA, this DA shall be void.

**3. Effect of DA.** This DA shall be the sole agreement between the Parties related to developing the Project except as it may be modified by agreement of the Parties.

**4. Development of the Project.**

a. Project Development. Development of the Project shall be under the Neighborhood Commercial Subdistrict to include: development of multi-family residential uses and accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and the following:

- (i) Multiple four-story apartment buildings of residential units.
- (ii) The Project shall generally follow the aesthetic guidelines outlined in South Ogden City Code, Title 10, Chapter 5.1, Article A, Sec. 10-5.1A-5-4 and 10-5.1A-11, et. seq., attached as Exhibit “C” and incorporated herein by this reference.

b. Adoption of Project Standards. The Parties understand and acknowledge that the Neighborhood Commercial Subdistrict provides standards including, but not limited to, location of buildings, setbacks, lot coverage, building orientation, landscaping and other design features and that the development of the Project is and shall remain subject to these applicable standards.

c. Project Standards Exceptions. The following exceptions to the Neighborhood Commercial Subdistrict and applicable Building Type standards will apply to this DA:

(i) Developer shall not be required to adhere to the building above-grade height restriction of three stories but will be limited, instead, to four stories of residential.

(ii) The buildings shall be Storefront Buildings with 4 stories and internal elevators and corridors of 1 and 2 bedroom apartments.

(iii) Floor height of the buildings shall to be 11' (measured floor to floor) on the main level and 10' (measured floor to floor) on the 2nd, 3rd, and 4th floors.

(iv) The buildings shall have reduced 1st floor glazing requirements. Exterior finish materials to include a combination of brick, hardie board, or metal.

(v) Parking stall depth minimum 18' with a parking ratio to be a minimum of 1.75 stalls per unit which includes 1 covered stall per unit.

(vi) No requirement for curb stops on stalls that abut sidewalks exceeding 6' in width. Enlarged sidewalks shall accommodate bumper overhang and comply with ADA requirements.

(vii) The Property entrance off of Harrison shall have a width of 26 feet per UDOT requirement.

d. Timing of Development. The Parties acknowledge that the efficient and economic development of the Project may be contingent and dependent upon numerous factors, such as market conditions and demand, interest rates, competition and similar factors. The City agrees that Developer shall have a reasonable level of flexibility for timing (with the exception of Section 6), sequencing, and phasing of the project.

e. Approval Processes. Development approval of the Project shall follow the review processes in the Neighborhood Commercial Subdistrict within the Zoning Ordinance and this DA.

f. Project Fees. The Parties acknowledge that the City charges reasonable impact fees, building permit fees, and other fees and that Developer will be subject to all applicable fees. The Parties further acknowledge that the Project may be benefited by a Participation Agreement, but that the successful negotiation of a Participation Agreement is not a condition to performance of Developer's obligations under this DA.

## 5. Workforce Housing.

a. Workforce Housing. Developer agrees to designate five (5) of the units depicted on Exhibit A as qualifying affordable housing units ("Workforce Housing Units"). The remaining units not designated as Workforce Housing Units shall be Market Rate Units. First preference for occupancy and rent of the Workforce Housing Units will be given to the City's critical workforce, employed within the City, including police, fire, emergency responders, teachers and staff in public schools, and municipal employees of the City (the "Critical Workforce"). This preference will be applied when the Workforce Housing Units are offered for rent by Developer or subsequent owner. In its advertising and marketing efforts, Developer will identify the Workforce Housing Units and specify that members of the Critical Workforce will be given a preference to rent such units. The Workforce Housing Units will not be rented to households earning more than 80% of the Area Median Income ("AMI") adjusted only for family size using HUD's Family Size Adjustments. The Workforce Housing Units will be deed-restricted in such a manner to ensure that the Workforce Housing Units will continue to qualify as income targeted housing, as defined in UCA §17C-1-102(33), for a period of fifty (50) years. The restrictions in the deed will grant the City authority to enforce the restrictions. An example of the deed and required restrictions is attached as Exhibit "D".

b. Qualifications. In order to qualify to lease a Workforce Housing Unit, the leasing household's annual income must be less than eighty percent (80%) of the Weber County household median income as set forth in UCA §17C-1-102. Such a renter is a "Qualified Renter."

c. Permitted Rents. Monthly rents for Workforce Housing Units, adjusted annually, shall not exceed an amount equal to 30% of the gross monthly income of a household earning 80% of the AMI for Weber County, Utah adjusted only for family size using HUD's Family Size Adjustments.

d. Critical Workforce Qualified Renters Favored. If an offer to rent a Workforce Housing Unit is received which is acceptable to Developer, Developer shall not accept the offer if it is not made by a Qualified Renter who is also a member of the Critical Workforce (a “Critical Workforce Qualified Renter”) for a period of fifteen (15) days to give a Critical Workforce Qualified Renter the opportunity to rent the Workforce Housing Unit. If a Critical Workforce Qualified Renter is able and willing to enter into a lease with Developer, Developer shall rent the Workforce Housing Unit to the Critical Workforce Qualified Renter.

i. If no Critical Workforce Qualified Renter is able and willing to enter into a lease with the Developer, the Workforce Housing Unit may be rented to the original offeror who is a Qualified Renter but not a Critical Workforce Qualified Renter.

ii. The City may, at its option, may submit a list of Critical Workforce Qualified Renters known to the City, which shall in no event be considered a complete or exhaustive list of eligible Critical Workforce Qualified Renters.

e. Exception to Qualification. Tenants no longer meeting income qualifications may renew their lease for a period of twelve (12) months beyond the initial term of their lease if no Qualified Renter is available.

f. Rental Agreement Continuation. If a tenant no longer meets income qualifications, they may continue to occupy the Workforce Housing Unit until the termination of the stated term of the rental agreement.

g. Filling of Vacancies. Every effort shall be made to rent Workforce Housing Units to Critical Workforce Qualified Renters. At initial notification of vacancy, a minimum of sixty (60) days prior to termination of the lease, Developer shall advertise for qualified tenants.

h. Critical Workforce Designation Change or Undue Hardship. If a Critical Workforce Qualified Renter terminates the employment which gave rise to their designation of Critical Workforce Qualified Renter, they may continue to occupy the Workforce Housing Unit until the termination of the term of their rental agreement. If there are no other potential Qualified Renters available, Developer may renew the rental agreement for an additional term of not more than twelve (12) months. Upon the showing of undue hardship on Critical Workforce Qualified Renter, Developer may

choose to renew a rental agreement for a term not to exceed twelve (12) months.

i. Design and Finishes. Workforce Housing Units shall be built concurrently with the Market Rate Units in an integrated fashion and shall have the same exterior design and finishes of other similar Market Rate Units within the Project. Interior finishes may differ between Workforce Housing Units and Market Rate Units.

j. Maintenance of Workforce Housing Units. The Developer shall at all times maintain the Workforce Housing Units in good, safe, and habitable condition in all respects, and in the same general condition as Developer maintains the Market Rate Units, except for normal wear and tear, and in full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the units. The Developer shall suffer no mechanics' liens to be recorded against the Workforce Housing Units.

k. Covenants to Run with the Land. Developer intends, declares and covenants, on behalf of itself and all future owners of the Workforce Housing Units that this Development Agreement and the covenants and restrictions set forth herein, regulating and restricting rents, use, and occupancy of each Workforce Housing Unit shall be covenants running with the land and improvements constituting the Workforce Housing Units, for the benefit of the City, shall encumber the Workforce Housing Units, and shall be binding upon Developer and all subsequent owners of the Workforce Housing Units.

l. Rental Agreement Limitations. All rental agreements shall be for a minimum of ninety (90) days but not to exceed twenty-four (24) months. Nightly and weekly rentals are prohibited.

## **6. Vested Rights and Reserved Legislative Powers.**

a. Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer the right to develop and construct the Project consistent with the uses and building types as provided in the Neighborhood Commercial Subdistrict and this DA. The Parties intend that the rights granted to Developer under this DA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that the Neighborhood Commercial Subdistrict and this DA, grant to Developer "vested rights" as

that term is construed in Utah's common law and under Utah Code Ann. § 10-9a-509. If any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.

b. Reserved Legislative Powers. The Parties acknowledge that any exception to the vested rights as set forth above must meet the compelling, countervailing public interest standard in Utah Code Aim. §10-9a-509.

c. Legislative Discretion. Nothing in this DA shall be interpreted to usurp the independent exercise of the legislative discretion of the Planning Commission and Council.

7. Developer's Non-Performance. Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within three and one-half (3.5) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

8. Term of Agreement. This DA shall expire on its terms four (4) years from the date of approval and execution by the Parties, unless terminated earlier under another provision of this DA.

9. City Obligations for Improvements. In connection with the Project, the City confirms that it has the necessary utility infrastructure to provide water, sewer, and stormwater service to the Project and that such infrastructure exists within a reasonable distance of the Project Property. The City also agrees that it will permit Developer to connect to the City's water, sewer, and storm drain upon payment of all applicable fees. Developer acknowledges that all other necessary utilities, including but not limited to electrical and natural gas service, are the responsibility of Developer.

10. Upsizing. Upon request from the City, Developer shall “upsized” any public infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) provided that the City makes arrangements to compensate Developer for the reasonable costs of such upsizing on or before the date on which such infrastructure is installed by Developer. For example, if an upsized to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

11. Developer to Indemnify the City. Developer shall, protect, indemnify, hold harmless and defend the City and its agents, employees, officers and elected officials against any claims, demands, judgments, expenses, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties hereto and their employers, to the extent which may arise out of any act or failure to act, work or other activity related in any way to the

Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this DA. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this DA.

**12. Notices.**

a. Notice Addresses. All notices required or permitted under this DA shall be given in writing by certified mail and regular mail to the following addresses:

To Developer:

Waters Edge Apartments LLC  
Attn: Matthew McConkie  
1464 E Ridgeline Dr., Ste 200  
South Ogden, UT 84405

With a copy to:

Anderson & Karrenberg P.C.  
Attn: Curtis Brown  
50 West Broadway, Suite 600  
Salt Lake City, Utah 84101

To the City:

South Ogden City  
Attn: City Manager  
3950 Adams Ave., Ste. 1  
South Ogden City, UT 84403

Effectiveness of Notice. Each Notice shall be effective and shall be deemed delivered on the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited with or delivered to the United States Postal Service. Any party may change its address for Notice under this DA by giving written Notice to the other Parties.

**13. Assignment and Transfer of Development.**

a. Assignment. Developer shall not assign its obligations under this Agreement or any rights or interests herein, and, except as provided below, shall not convey the Project or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee (a) has, in the sole opinion of the City, the qualifications and financial resources necessary and adequate to fulfill the obligations of Developer under this Agreement and any then-applicable documents necessary to complete development; and (b) by instrument in writing, has expressly assumed the obligations of Developer under this Agreement and all then-applicable additional agreements and agreed to be subject to the conditions and restrictions arising under this Agreement or any other related development documents.

If only a portion of the Project is assigned and/or conveyed under this Section 13, a reasonable allocation of Developer's duties appurtenant to that portion will be made.

b. Security Interests. This Section 13 shall not prohibit granting any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law and the requirements of this DA.

c. Change in Control. A change in the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City under the requirements of this Section 13. Notwithstanding the foregoing sentence, transferring all or a portion of the Project or change in the majority ownership or control of Developer shall NOT be considered a transfer under these circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs because of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing to enable Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the development related documents. If because of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this agreement evidencing their personal guaranty of Developer's obligations. For purposes of this section, an "affiliate" is an entity in which the owner(s) of Developer both holds an ownership stake of more than 50 percent and over which the owner of Developer is able to exert control

**14. Appointment of Representatives.** To further the commitment of the Parties to cooperate in implementing this DA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City and the CDRA shall be Matthew Dixon, City Manager, and the initial representatives for Developer shall be Matthew McConkie. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this DA and the development of the Project.

**15. Mutual Drafting.** Each party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against either party based on which party drafted any particular portion of this DA.

**16. Waiver of Jury Trial; Attorneys' Fees.** All disputes or claims

arising under this DA shall be mediated by a mediator to be agreed upon by the Parties. If, after good faith efforts by the Parties, mediation is unsuccessful in resolving the dispute(s), any remaining controversy or claims arising out of or relating to this DA, or a breach thereof, shall be resolved by bench trial in the District Courts for the Second Judicial District, Weber County, Utah. The prevailing Party in any such action may recover all costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. The Parties waive their right to a jury trial of any disputes or claims arising under this DA.

17. **Applicable Law.** This DA is entered into in Weber County in the State of Utah and shall be construed under the laws of the State of Utah despite Utah's choice of law rules.

18. **Venue.** Subject to Section 16, supra, any action to enforce this DA shall be brought only in the Second District Court for the State of Utah, Weber County.

19. **No Waiver.** Failure of any party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

20. **Severability.** If any provision of this DA is held by a court of competent jurisdiction to be invalid, the Parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.

21. **Limitations on Damages.** UNDER NO CIRCUMSTANCE SHALL ANY PARTY BE ENTITLED TO RECOVER (I) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, (II) PENALTIES, OR (III) SPECIAL, PUNITIVE, TREBLE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

22. **Entire Agreement.** This DA and all Exhibits hereto, constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. Notwithstanding the foregoing, any non-substantive amendments to this DA may be reviewed and approved in writing by the City Manager and/or City Planning Department Staff and Developer.

23. **Counterparts.** This DA may be executed in original counterparts when taken together shall constitute a complete, valid and binding agreement.

24. **Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Project. This DA shall be deemed to run with the land.

25. **Authority.** The Parties to this DA each warrant that they have the necessary authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on \_\_\_\_\_, 2026.

IN WITNESS WHEREOF, the Parties have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

**SOUTH OGDEN CITY**

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

Its: \_\_\_\_\_

State of Utah )

:  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, \_\_\_\_\_ a notary public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged he/she has authority to sign on behalf of South Ogden City and that they executed the same on behalf of South Ogden City.

Witness my hand and official seal.

\_\_\_\_\_  
(Notary Signature)

**Waters Edge Apartments LLC  
A Utah limited liability company**

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

Its: \_\_\_\_\_

State of Utah )

:  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, \_\_\_\_\_ a notary public, personally appeared Matthew McConkie, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged he/she has the authority to sign the foregoing on behalf of McConkie Multifamily, LLC and that they executed the same on behalf of McConkie Multifamily, LLC.

Witness my hand and official seal.

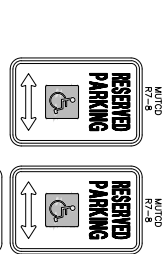
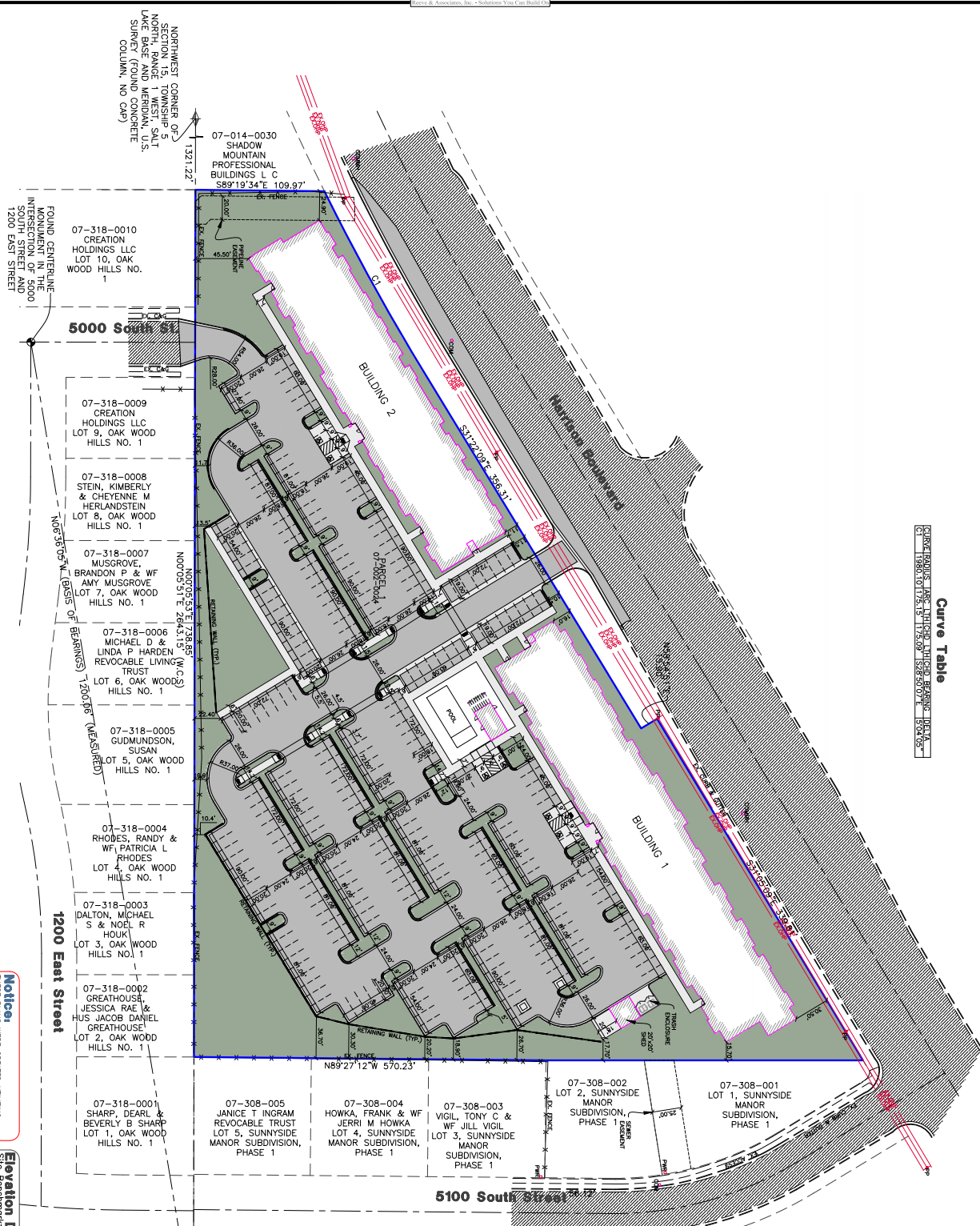
\_\_\_\_\_  
(Notary Signature)

**Exhibit “A”**  
**Concept Plan**

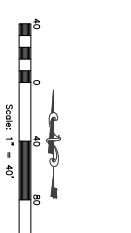
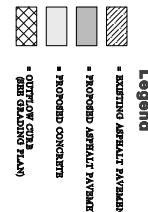


**Curve Table**

Curve Stationing	Radius (ft)	Delta (deg)	Length (ft)	Chord (ft)	Offset (ft)
1200+00 to 1200+50	1200	180	1200	1200	0
1200+50 to 1200+100	1200	180	1200	1200	0
1200+100 to 1200+150	1200	180	1200	1200	0
1200+150 to 1200+200	1200	180	1200	1200	0
1200+200 to 1200+250	1200	180	1200	1200	0
1200+250 to 1200+300	1200	180	1200	1200	0
1200+300 to 1200+350	1200	180	1200	1200	0
1200+350 to 1200+400	1200	180	1200	1200	0
1200+400 to 1200+450	1200	180	1200	1200	0
1200+450 to 1200+500	1200	180	1200	1200	0
1200+500 to 1200+550	1200	180	1200	1200	0
1200+550 to 1200+600	1200	180	1200	1200	0
1200+600 to 1200+650	1200	180	1200	1200	0
1200+650 to 1200+700	1200	180	1200	1200	0
1200+700 to 1200+750	1200	180	1200	1200	0
1200+750 to 1200+800	1200	180	1200	1200	0
1200+800 to 1200+850	1200	180	1200	1200	0
1200+850 to 1200+900	1200	180	1200	1200	0
1200+900 to 1200+950	1200	180	1200	1200	0
1200+950 to 1200+1000	1200	180	1200	1200	0



- NOTES:**
- 1) THESE PARKING SPACES THAT ARE RESERVED FOR PERSONS WITH DISABILITIES ARE DESIGNATED AS RESERVED PARKING SPACES. THE VAN ACCESSIBLE SPACES ARE DESIGNATED AS VAN ACCESSIBLE PARKING SPACES. THE VAN ACCESSIBLE SPACES SHALL BE MOUNTED BELOW THE 67'-8" SIGN, 2) FROM BOTTOM OF SIGN TO TOP OF SIDEWALK, 3) SIGNS TO MEET ALL STATE AND LOCAL CODES.
- ADA Parking Signage**



**NOTES:**

1. EXISTING PARKING SPACES FOR ALL TYPES OF VEHICLES ARE SHOWN IN SHADING. ALL NEW PARKING SPACES SHALL BE SHOWN IN WHITE. ALL NEW DRIVE AISLES SHALL BE SHOWN IN WHITE. ALL NEW DRIVEWAYS SHALL BE SHOWN IN WHITE. ALL NEW DRIVEWAY CURBS SHALL BE SHOWN IN WHITE. ALL NEW DRIVEWAY CURBS SHALL BE SHOWN IN WHITE.
2. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE MOST RECENT RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY CHANGES TO UTILITIES SHALL BE SHOWN ON A REVISION.
3. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE MOST RECENT RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY CHANGES TO UTILITIES SHALL BE SHOWN ON A REVISION.

WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. MONUMENT STAMPED 2004)

**Note:**  
Contractor to verify All Existing Utility Locations, Terminations and Invert Elevations.

**Elevation Datum:**  
Site Elevation: Top of Brass Cap for the West Quarter Corner of Sect. 15, T.5N., R.1W., S.15E.M. U.S. Survey, 1703.90'

**Notes:**  
Notes were created utilizing AutoCAD for utilities & other notes. All notes were created using the 2011 edition of AutoCAD. The notes were created using the 2011 edition of AutoCAD. The notes were created using the 2011 edition of AutoCAD.

NORTHWEST CORNER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. MONUMENT STAMPED 2004)

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED, RE-OWNED, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY IDENTIFIED FOR WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND CHANGES OF REEVE & ASSOCIATES, INC. SHALL BE THE DESIGN HEREON WITHOUT THEIR CONSENT.

Revised: 2026-01-23

**Waters Edge Apartments**  
5083 Harrison Blvd.  
SOUTH OGDEN CITY, WEBER COUNTY, UTAH

**Proposed Site Plan**

**REVISIONS**

DATE	DESCRIPTION
09-19-23	RH_Bldg 1_Sht
12-08-23	RH_Grading Information

**RA & Associates, Inc.**

1140 SOUTH 1200 WEST, BIRDALE, UTAH 84405  
TEL: (801) 431-3100 FAX: (801) 431-3100

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
UTILITY ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS



**Project Info:**  
Engineer: REBECCA A. ANDERSEN, P.E.  
Client: R. JENSEN  
Begin Date: JUNE 2023  
Project Name: WATERS EDGE  
Number: 2023-01  
Scale: 1/8" = 1'-0"

**Exhibit "B"**  
**Project Property Description**  
**Legal Description**

**Tax ID:**

PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5 OF SUNNYSIDE MANOR SUBDIVISION AND THE NORTHEAST CORNER OF LOT 1 OF OAK WOOD HILLS NO. 1, SAID POINT BEING 583.08 FEET NORTH 00°05'51" EAST ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 15 (SAID WEST QUARTER CORNER BEING 1200.06 FEET SOUTH 06°36'05" EAST FROM A FOUND CENTERLINE MONUMENT IN THE INTERSECTION OF 5000 SOUTH STREET AND 1200 EAST STREET); THENCE NORTH 00°05'53" EAST 738.85 FEET ALONG THE EASTERLY LINE OF OAK WOOD HILLS NO. 1; THENCE SOUTH 89°19'34" EAST 109.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HARRISON BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1980.10 FEET, AN ARC LENGTH OF 175.15 FEET, A DELTA ANGLE OF 05°04'05", A CHORD BEARING OF SOUTH 28°50'07" EAST, AND A CHORD LENGTH OF 175.09 FEET; (2) SOUTH 31°22'09" EAST 356.31 FEET; (3) NORTH 58°54'51" EAST 15.90 FEET; AND (4) SOUTH 31°05'09" EAST 339.81 FEET; THENCE NORTH 90°00'00" WEST 270.16 FEET TO THE NORTHEAST CORNER OF LOT 3 OF SUNNYSIDE MANOR SUBDIVISION; THENCE NORTH 89°27'12" WEST 300.08 FEET ALONG THE NORTH LINE OF SAID SUNNYSIDE MANOR SUBDIVISION TO THE POINT OF BEGINNING.

CONTAINING 247,463 SQUARE FEET OR 5.681 ACRES.

**Exhibit “C”**

South Ogden City Code, [\*\*Title 10, Chapter 5.1, Article B, Sec. 10-5.1B-5-4\*\*](#) and [\*\*10-5.1B-11\*\*](#),  
et. seq.

Please click the blue underlined text above to be taken to the referenced code.

**Exhibit “D”**

**Restrictive Deed for Workforce Housing**

WHEN RECORDED, RETURN TO:

[name]  
[address]  
[address]

## **DECLARATION AND AGREEMENT FOR WORKFORCE HOUSING DEED RESTRICTIONS**

This DECLARATION AND AGREEMENT FOR WORKFORCE HOUSING DEED RESTRICTIONS (“**Declaration**”) is effective as of the date the Declaration is recorded at the office of the Weber County, Utah Recorder’s Office (the “**Effective Date**”) and is entered into by and between [name of developer], a Utah \_\_\_\_\_ (“**Developer**”) which is the owner of certain real property more particularly described on **Exhibit 1**, for the benefit of and enforceable by South Ogden City, a political subdivision of the State of Utah (the “**City**”).

WHEREAS, Developer owns and is developing a residential project on approximately [size] acres located at approximately [address] in South Ogden City, Weber County, State of Utah (“**Project Property**”);

WHEREAS, Developer and the City share a goal of creating workforce housing in the City with a preference for the City’s “critical workforce” which includes police, fire, emergency responders, public school teachers and staff and municipal employees, employed within the City;

WHEREAS, Developer and the City entered into a Development Agreement, (“**Agreement**”) dated [date];

WHEREAS, this Declaration is attached as **Exhibit D** to the Agreement and is incorporated by reference into the Agreement;

WHEREAS, Developer agrees to the construction and rental of five (5) designated Affordable Housing Units (collectively, the “**Workforce Housing Units**” or “**Units**”; each individually, a “**Workforce Housing Unit**” or **Unit**) within the Project Property. The Workforce Housing Units are more particularly described on **Exhibit 1**; and

WHEREAS, the purpose of the Agreement and the City Contribution is to provide five (5) Workforce Housing Units which qualify as income targeted housing as defined in the Utah State Code which shall be rented by Developer and by subsequent Owners to those with an annual household income of less than 80% of the Weber County household median income;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, Developer does hereby record the following Restrictive Covenants to fulfill the purposes of the Agreement to assure that the five (5) designated Workforce Housing Units are rented in accordance with the Agreement and in compliance with the Utah State Code:

## 1. **DEFINITIONS:**

- 1.1. **Domicile.** The place where an individual has a fixed permanent home and principal establishment, to which the individual, if absent, intends to return, and in which the individual and their family voluntarily reside, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine months out of each calendar year.
- 1.2. **Non-Qualified Renter.** Any renter of a Workforce Housing Unit that is not a Qualified Renter.
- 1.3. **Owner.** The title owner of record, of at least a fifty percent (50%) undivided interest, of the Project Property.
- 1.4. **Primary Residence.** The place where a Domicile has been established.
- 1.5. **Qualified Renter.** A Qualified Renter's household annual income must be less than eighty percent (80%) of the Weber County household median income as set forth in the Utah State Code for income targeted housing.
- 1.6. **Critical Workforce Qualified Renter.** A Qualified Renter who is also a Critical Workforce Qualified Renter must meet the following additional criteria:
  - 1.6.1. Person(s) who are renting the Workforce Housing Unit as their Primary Residence; and
  - 1.6.2. A household with a minimum of one adult who is part of the Critical Workforce employed full time (at least 30 hours of employment per week) within the City as police, fire, emergency responder, teacher and staff in public schools, or an employee of the City.

## 2. **RENTAL OF WORKFORCE HOUSING UNITS.**

- 2.1. **PERMITTED RENTS.** Monthly rents for Workforce Housing Units, adjusted annually, shall not exceed an amount equal to 30% of the gross monthly income of a household earning 80% of the AMI for Weber County, Utah adjusted only for family size using HUD's Family Size Adjustments.
- 2.2. **PREFERENCE TO CRITICAL WORKFORCE QUALIFIED RENTERS.** If an offer to rent a Workforce Housing Unit is received which is acceptable to Developer or subsequent Owners, Developer or the subsequent Owner shall not accept the offer if it is not made by a Qualified Renter who is also a member of the Critical Workforce (a "Critical Workforce Qualified Renter") for a period of fifteen (15) days to give a Critical Workforce Qualified Renter the opportunity to rent the Workforce Housing Unit. If a Critical Workforce Qualified Renter is able and willing to enter into a lease with Developer, Developer shall rent the Workforce Housing Unit to the Critical Workforce Qualified Renter.

- a. If Developer or subsequent Owners received multiple offers from Critical Workforce Qualified Renters within the fifteen (15) day time period, Developer or Subsequent Owners shall accept the first offer received from a Critical Workforce Housing Renter. In the event the process of renting to the first matching Critical Workforce Housing Renter fails, Developer or Subsequent Owners shall accept the offer of the second matching Critical Workforce Housing Renter and attempt in good faith to rent the Workforce Housing Unit to the second matching Critical Workforce Housing Renter. This process shall continue until either the Workforce Housing Unit is rented or there are no Critical Workforce Housing Renters.
- b. If all Critical Workforce Housing Renters are unable to rent, the Workforce Housing Unit may be rented to the original offeror who is a Qualified Renter but not a Critical Workforce Qualified Renter.
- c. The City may, at its option, submit a list of, or refer Critical Workforce Qualified Renters known to the City to Developer or subsequent Owners, which shall in no event be considered a complete or exhaustive list of eligible Critical Workforce Qualified Renters.

### 3. **ADDITIONAL RESTRICTIONS AND CONDITIONS**

- 3.1. **SUBLEASE OF UNITS**. No Workforce Housing Unit Renter may sublease their Unit unless the City, at its sole discretion, has provided prior written approval. Subleasing the Unit, without the prior approval of the City, constitutes an Event of Default of the Unit Renter. If approval to sublease is granted in extenuating circumstances, it shall not total more than 12 months and the option shall not be exercised more than once by the same Renter.
- 3.2. **NO NIGHTLY OR SHORT-TERM LEASE**. In no circumstances are nightly or short term, less than thirty (30) day, rentals of Units allowed.

4. **DEED LANGUAGE** All deeds conveying the Workforce Housing Units shall include the following provision:

Subject to the restrictions and provisions of “Declaration and Agreement for Workforce Housing Deed Restrictions” recorded on [Date] as Entry Number [Number] in the Records of the Weber County Recorder.

### 5. **ENFORCEMENT OF DECLARATION**

- 5.1. **REMEDIES AND ENFORCEABILITY**. Developer and City acknowledge that the primary purpose for requiring compliance by Developer and subsequent Owners of Workforce Housing Units with the restrictions provided in this Declaration is to assure the purposes and goals of this Declaration and the Agreement are met. BY REASON THEREOF, DEVELOPER AND SUBSEQUENT OWNERS IN CONSIDERATION OF THE PAYMENT TO DEVELOPER BY THE CITY AND SUBSEQUENT OWNERS’

HAVING ACCESS TO INCOME TARGETED HOUSING HEREBY AGREE AND CONSENT THAT THE CITY SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO OBTAIN SPECIFIC PERFORMANCE BY DEVELOPER AND SUBSEQUENT OWNERS OF THEIR OBLIGATIONS UNDER THIS DECLARATION IN THE SECOND DISTRICT COURT FOR THE STATE OF UTAH. Developer and subsequent Owners hereby further specifically acknowledge that the City cannot be adequately compensated by monetary damages in the event of a violation of the restrictive covenants in or the terms of this Declaration.

6. **MISCELLANEOUS**

- 6.1. **TERM OF DECLARATION.** The term of this Declaration shall commence as of the date first set forth above and continue in full force and effect for a period not less than fifty (50) years from the Effective Date.
- 6.2. **NOTICES.** Any and all notices and demands by any party to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address, shall not become effective, however, until the actual receipt thereof by the others.

Any notice or demand to Developer shall be addressed to the following address:

[Developer]  
[address]  
[address]

Any notice or demand to the City shall be addressed to the City at the following address:

South Ogden City  
Attn: City Manager  
3950 Adams Ave., Suite 1  
South Ogden City, UT 84403

Any notice or demand to a subsequent Project Property Owner shall be addressed to the subsequent Owner at the then current mailing, notice or delivery address on the records of the Weber County Assessor.

- 6.3. SEVERABILITY. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Declaration shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Declaration.
- 6.4. ATTORNEYS' FEES. If the City shall take or defend against any action for enforcement or any other relief arising out of this Declaration, and the City is the prevailing party in such action or defense the City shall be entitled to reimbursement for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the City in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment.
- 6.5. CHOICE OF LAW. This Declaration shall be governed and construed in accordance with the laws of the State of Utah.
- 6.6. SUCCESSORS. This Declaration shall run with the land and shall be binding upon all subsequent Owners of the Project Property as well as the heirs, successors, and assigns of subsequent Owners.
- 6.7. PARAGRAPH HEADINGS. Paragraph or section headings within this Declaration are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein.
- 6.8. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 6.9. RECORDATION. Upon execution and delivery of this Declaration by Developer to the City, the City shall cause this Declaration to be recorded and filed in the office of Weber County Recorder and shall pay any fees and charges incurred in connection therewith.
- 6.10. COVENANTS RUN WITH LAND. Developer intends, declares and covenants, on behalf of itself, all future owners of the Project Property, and all parties that obtain any interest in any Workforce Housing Unit that this Declaration and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Units, shall be covenants running with the land and improvements constituting the Units, for the benefit of the City, shall encumber the Units, and shall be binding upon Developer, all subsequent Project Property Owners, and any other party with an interest in any Unit.

- 6.11. INTEGRATION. This Declaration, along with the Agreement, constitutes the entire Declaration between the Parties with respect to the matters set forth herein.
- 6.12. COUNTERPARTS. This Declaration may be executed in original counterparts when taken together shall constitute a complete, valid and binding agreement.
7. **OBTAINING A COPY OF AGREEMENT**. Any subsequent Owner may obtain a copy of the Agreement by contacting South Ogden City and requesting a copy.

**OWNER**

**[developer]**

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

Name: \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

STATE OF UTAH                    )  
  :§  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say he/she is the \_\_\_\_\_ of [developer] and that said document was signed by him/her in behalf of [developer] by authority of the general partner of [developer] and said \_\_\_\_\_ acknowledged to me that [developer] executed the same.

Witness my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

**CITY**

**South Ogden City**

---

[name], [title]

ATTEST:

---

[name], [title]

APPROVED AS TO FORM:

---

[name], City Attorney

**EXHIBIT 1**

**LEGAL DESCRIPTION OF WORKFORCE HOUSING UNIT**

# STAFF REPORT



**SUBJECT:** Code Change Discussion - Short-Term Rentals  
**AUTHOR:** Alika Murphy  
**DEPARTMENT:** Planning Administration  
**DATE:** May 14, 2026

## BACKGROUND

On the October 10, 2024, agenda there was an item where Staff was proposing to add in the definition of a short-term rental (STR) to Section 3-11-0 to explain how the city defines an STR and to be clear that they are not allowed in the city. This addition was based on previous discussions that previous planning staff had with the Planning Commission and the City Council about the allowance of STRs. At the October 10<sup>th</sup> meeting, there was interest from the commission to explore the conversation of STRs further since most of the current commission is new. It was discussed again on November 14, 2024, and ultimately the commission agreed that before moving forward, it would be best to hear from City Council to see if this ordinance is something that they would be willing to support. The discussion of STRs was brought up to the council on December 3, 2024, and the result was that they were open to considering a Short-Term Rental ordinance. On January 9, 2025, the commission discussed what they would like to see in an ordinance and what they would want to limit within the community. At the February 13, 2025 meeting, the Planning Commission decided to table the item and hold off on a public hearing. At the March 13, 2025, meeting, the Planning Commission voted in favor of holding a public hearing. A public hearing was held on April 10, 2025, with three people in attendance that expressed support for the ordinance. The topic of short-term rentals was then discussed again at the June 12, 2025, meeting where the Planning Commission decided to take a small break from discussing the topic and proceed at a future date. Staff asked the commission at the January 8, 2026, meeting whether or not they were ready to revisit the conversation, especially since there are three new commissioners. The consensus was to bring it back. It was brought back to the commission on February 12 where it was discussed briefly. Today it is on the agenda as a discussion item once again before deciding to vote on the agenda item. Attached is the ordinance that was discussed before.

## ANALYSIS

A short-term rental is a living space available to rent for short periods of time. Typically, they have been treated as a hotel adjacent rental where people stay for a couple days to a few weeks. Anything less than 30 days is considered a short-term rental. Utah defines a short-term rental as a residential unit or any portion of a residential unit that the owner or record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days.

Short-term rentals (STRs) have been a topic of discussion in the past and leading up to the past decision, there was a lot of back and forth for Planning Commission and City Council. Part of

the last STR conversation was a survey that had about 400 responses and it was more or less a 50/50 split of residents with 192 residents being for them and 197 residents against them. Planning Commission voted (5-1) to recommend that short-term rentals be allowed and regulated. The City Council last discussed STRs in March 2023 and decided not to move forward with an ordinance. Since then, there have been phone calls asking about short-term rentals and the main reason for the return of this topic is to be clear in the city code about what is and is not allowed. The Accessory Dwelling Unit section is the only one that has a line prohibiting short-term rentals within an ADU, but there has not been any other section that specifically states that STRs are not allowed other than that. Staff has heard from different legal advisors that if something is not outright banned in the city code then there is room for the allowance, since in that case the city would have to give the most rights over the property. In the end, staff hopes to have transparency in what is allowed which would come in either an addition of the definition of a short-term rental with a sentence stating that they are not allowed or an ordinance with specific requirements.

As far as Utah legislation is concerned, there is one section of code that talks about STRs (10-8-85.4). This state code states that a legislative body may not do the following:

1. Enact or enforce an ordinance that prohibits an individual from listing or offering a short-term rental on a short-term rental website; or
2. Use an ordinance that prohibits the act of renting a short-term rental to fine, charge, prosecute, or otherwise punish an individual solely for the act of listing or offering a short-term rental on a short-term rental website.

Utah Code 10-8-85.4: <https://le.utah.gov/xcode/Title10/Chapter8/10-8-S85.4.html>

Some cities have adopted ordinances allowing short-term rentals, but there are still cities that have decided not to allow them. Surrounding cities that do have an ordinance include Ogden, North Ogden, and West Haven. Below are some of the main requirements for STRs.

Ogden:

- Allowed in R-1 zone, owner-occupied
- R-2, R-2EC, R-3, R-3EC, R-4, R-5, and R-9 zones limit one per block if they are not owner-occupied
- Must pass a building and fire inspection
- Contact information must be sent to all neighbors within 300 feet and proof of letters but be submitted to city
- STR license must be renewed annually
- 2 people per sleeping room
- No visitors
- There must be off-street parking offered to renters otherwise there is a fine  
[https://codelibrary.amlegal.com/codes/ogdencityut/latest/ogdencity\\_ut/0-0-0-21027](https://codelibrary.amlegal.com/codes/ogdencityut/latest/ogdencity_ut/0-0-0-21027)

#### North Ogden:

- Only within owner-occupied structures or those managed by the owner
- Allowed within ADUs
- 1 parking space per bedroom
- Provide contact information to city (must be reached 24/7)
- STR business license required
- Fire inspection annually
- Max of 12 persons
- Violation is \$500 fine

[https://northogden.municipalcodeonline.com/book?type=plan#name=11-9M-21: SHORT TERM RENTAL REGULATIONS](https://northogden.municipalcodeonline.com/book?type=plan#name=11-9M-21:SHORTTERMRENTALREGULATIONS)

#### West Haven

- Owner-occupied
- Must show proof of residence which includes driver's license, deed, and a notary note must be turned in
- Site plan, floor plan, parking plan, and contact information must be turned in
- Land Use Permit and business license is required
- Fire code inspection
- Property description
- Limit of 182 nights that can be rented
- Must provide an information packet for renter that includes emergency contact, business license, owner contact information, noise ordinance, etc.

[https://codelibrary.amlegal.com/codes/westhavenut/latest/westhaven ut/0-0-0-7307](https://codelibrary.amlegal.com/codes/westhavenut/latest/westhaven_ut/0-0-0-7307)

#### Things to consider when looking at a short-term rental ordinance:

- How will this affect the neighborhood?
  - Is this wanted by residents?
  - Will it affect housing affordability?
  - Will it be required for the property to be owner-occupied?
  - Are they allowed in ADUs?
  - What will the approval process be?
  - How will it be enforced?
- Ensure that traditional residential neighborhoods are not turned into tourist areas to the detriment of long-time residents
  - Ensure that homes are not turned into pseudo hotels or “party houses”
  - Minimize public safety risks and the noise, trash and parking problems

- Give permanent residents the option to occasionally utilize their properties to generate extra income from short-term rentals as long as all objectives are met

Policy Objective	Viable Regulatory Approaches
Give law abiding and respectful citizens the option to utilize their homes as short-term rentals	<p>Adopt a formal annual permitting requirement and a process for revoking permits from “trouble properties”. For example, a local government can adopt a “3 strikes rule” whereby a permit is automatically revoked for a number of years in the event the local government receives 3 (substantiated) complaints about a property within a certain time frame (i.e. a 24 month period).</p> <p>A local government can adopt a rule by which a permit is automatically revoked in the event the city receives conclusive evidence (police report, video evidence etc.) that a city ordinance has been violated.</p>
Ensure that speculators do not buy up homes to turn them into pseudo hotels while still giving permanent residents the option to utilize their homes to generate extra income from short-term rentals.	Adopt a formal permit requirement and make it a condition that the permit holder verifies residency.
Ensure that homes are only occasionally used as short-term rentals (and not continuously rented out to new people on a short-term basis).	We can choose to set a specific number of days that the short-term rental can be rented out, but it would be hard to track. Adopting a “permanent residency requirement” also comes with the additional side benefit that most people don’t want to rent out their primary residence to people who may trash it or be a nuisance to the neighbors. It can help minimize noise, parking and trash related issues.
Ensure homes are not turned into “party houses”.	The city can choose to adopt a specific limit on the number of people that are allowed to stay on the property at any given time. The “people limit” can be the same for all permitted

	properties (i.e. a max of 10 people) or be correlated with the number of bedrooms.
Minimize potential parking problems for the neighbors of short-term rental properties.	Adopt a formal permit requirement and put in place a specific limit on the number of motor vehicles that short-term renters are allowed to park on the property. The “motor vehicle limit” can be the same for all permitted properties (i.e. a max of 2) or be dependent on the number of permanent parking spots available on the property.
Minimize public safety risks and possible noise and trash problems without creating additional work for the local police department and code enforcement personnel.	Require that all short-term rental contracts include a copy of the local sound/trash/ parking ordinances that summarizes applicable local ordinances.
	Require that short-term rental permit holders list a “local contact” that can be reached 24/7 and immediately take corrective action in the event any nonemergency issues are reported (i.e. deal with suspected noise, trash or parking problems).
Ensure that residential neighborhoods are not inadvertently turned into tourist areas to the detriment of permanent residents	<ol style="list-style-type: none"> <li>1. The city can adopt a formal permit requirement and set specific quotas on the number of short-term rental permits allowed in any given neighborhood, and/or</li> <li>2. The city can adopt the “permanent residency requirement” for short-term rental permit holders (mentioned above) to ensure that there is a practical upper limit to how often any property is rented out each year.</li> </ol>
Ensure the physical safety of short-term renters.	Adopt a physical safety inspection requirement as part of the permit approval process. The inspection can be conducted by the municipality’s own staff or the local fire/police force and can cover various amounts of potential safety hazards.

[https://granicus.com/pdfs/Whitepaper\\_-\\_A-practical-guide-to-effectively-regulating-short-term-rentals-on-the-local-government-level.pdf](https://granicus.com/pdfs/Whitepaper_-_A-practical-guide-to-effectively-regulating-short-term-rentals-on-the-local-government-level.pdf)

Other Useful Sources: <https://utahlanduse.org/wp-content/uploads/2023/04/STR-Outline.pdf>  
<https://luau.utah.gov/wp-content/uploads/Short-Term-Rentals-Guide-2-2023-Update-WEB.pdf>

## **PROPOSED CHANGES**

Attached is the short-term rental ordinance draft and proposed definition to be added to 10-2-1: Definitions.

## DEFINITION

### 10-2-1: Definitions

**Short-Term Rental:** Any approved dwelling or portion thereof that is available for use or is used for accommodation or lodging of guests paying a fee or other compensation for a period of at least one 24-hour day and max of 30 consecutive days.

Or

### 10-2-1: Definitions

**Short-Term Rental:** A residential unit, dwelling or portion thereof that is available for use or is used for accommodation or lodging of guests paying a fee or other compensation for a period of at least one 24-hour day and max of 30 consecutive days. A short-term rental is not an allowed use in South Ogden City. Violation of this use shall be punishable as per 10-1-15 of this code.

### 10-14-25 Short-Term Rentals.

(a) Purpose. The purpose of this Section is to establish the process for permitting short-term rentals whether as a vacation rental or otherwise. The intent is to protect the integrity and characteristics of established land use districts by ensuring that short-term or vacation rentals are located in appropriate land use districts and operated in a manner that minimizes negative impacts of those uses on neighbors, public services and the surrounding community.

(B) Definitions:

(1) Responsible Party. The owner(s), agent(s) or management company responsible for the operation and maintenance of the Short-Term Rental property and for its compliance with all laws, rules and regulations applicable to the same.

(2) Occupant(s). The individual(s) renting or residing in a Short-Term Rental dwelling unit.

(3) Pets. Dogs, cats or other domesticated animals allowed under City ordinances that, with permission of the Responsible Party, accompany the occupants of the Short-Term Rental.

(C) Location:

1. All short-term rentals (STRs) shall be owner-occupied in residential zones which includes R-1-6, R-1-8, R-1-10, R-2, R-3, and R-3A. The owner of the subject property

shall live in the primary dwelling in which a short-term rental is desired and must reside there as their primary residence.

2. Short-term rentals (STRs) in zones identified under the form-based code shall be managed by an owner or responsible party who can respond within 1 hour at any time.
3. Short-term rentals (STRs) are permitted within attached and detached accessory dwelling units.

(D) Licenses. Prior to operating a Short-Term Rental, the owner or Responsible Party shall obtain a South Ogden City Short-Term Rental license. At the time of, or prior to, receiving approval of the license, the Responsible Party shall register the business with the State, and obtain a State Sales Tax ID number; proof of the same shall be filed with the City.

1. The land use application shall provide a phone contact number and email address for the owner and the Responsible Party, as applicable. The application shall be accompanied by a site plan and floor plan that demonstrates all the requirements of this section are met. The plans shall show the rooms that will be rented out, the location of all parking stalls, entrances, and such other information as may be required for consideration of the application.
2. The applicant must provide proof of permanent residency by way of a driver's license address
3. If the residence is part of an HOA community, a letter from the HOA is required.
4. The business license official or his/her appointee shall review complete applications for a Short-Term Rental license under this Section and shall approve, or deny the application based on the criteria listed in this Section.
5. Reports and Taxes. The Responsible Party shall comply with all reporting requirements incident to the use as a Short-Term Rental property, and shall collect and remit all sales, resort and transient room taxes to the State Tax Commission.

(D) Noise, Nuisances and Adverse Effects of Use. The Responsible Party shall regulate the occupancy of the Short-Term Rental and ensure that:

(1) Occupants and their pets do not create noise or other conditions that by reason of time, nature, intensity or duration are out of character with noise and conditions customarily experienced in the surrounding neighborhood;

(2) Occupants do not disturb the peace of surrounding residents by engaging in outside recreational activities or other activities that adversely affect nearby properties before 7:00 a.m. or after 10:00 p.m.;

(3) Occupants and their pets do not interfere with the privacy of nearby residents or trespass onto nearby properties;

(4) Occupants do not engage in disorderly or illegal conduct, including illegal consumption of drugs or alcohol; and

(5) The premises, responsible party and all occupants strictly comply with Utah Administrative Code Rule R392-502, Public Lodging Facility Sanitation.

(E) Parking. On-street parking is prohibited. An off-street parking stall shall be provided for each bedroom being rented. The number of Occupants' vehicles shall not exceed the number of bedrooms available in the Short-term Rental with a maximum of 4 bedrooms.

(1) Vehicles parked at the Short-Term Rental shall not impede clear sight distances, create a nuisance or hazard, violate any City laws or winter-restricted parking requirement, or infringe on the property rights of any adjacent or nearby property. Vehicles shall be parked entirely within a garage or carport, or upon a driveway or other approved paved surface that meets established standards and norms. Parking is prohibited within any yard or landscaped area.

(F) Signage. Exterior signage other than ordinary street address signage is prohibited.

(G) Renter's Packet: The Responsible Party shall also provide a prominent display within the dwelling unit that provides, at minimum, the following information:

(1) contact information for the Responsible Party at which it may be contacted at any time (24/7);

(2) all local regulations addressing noise, parking, pets, trespassing, illegal activity, and conduct;

(3) contact information of local police, fire and emergency service; and

(4) any additional rules or regulations imposed by the Responsible Party;

(5) copy of business license and parking site plan;

(6) A copy of the floor plan with all emergency exits

(H) Maintenance and Standards. Any property licensed as a Short-Term Rental shall conform to the following standards:

(1) Structures shall be properly maintained and all facilities such as plumbing, HVAC equipment, appliances, etc. kept in a condition that is fully operational and otherwise in good repair.

(2) Grounds and landscaped areas shall be properly maintained to ensure that the use does not detract from the general appearance of the neighborhood or create any hazard or nuisance to the Occupants or to neighboring properties.

(3) Each habitable space shall meet current federal, state and local building and health codes, and shall be equipped with fully functional smoke and carbon monoxide detectors located at places within the dwelling unit that comply with applicable building codes.

(4) Garbage shall be placed in City-approved receptacles. Trash shall not be allowed to accumulate on the property and be removed on regularly scheduled pick up days.

(5) All requirements of the local fire authority shall be met

(6) A fire exit route plan and statement of the maximum occupancy number for the premises shall be prominently posted.

(7) A fully functional fire extinguisher shall be located in an easily accessible location.

(8) The responsible party shall comply with all inspection requirements of the State of Utah, Weber County and the City.

(I) Notification of Adjacent Property Owners. Property owners within one hundred fifty feet (150') of the premises proposed for a Short-Term Rental shall be notified of the application by the city.

(J) Complaints. Complaints received by the City for any violation of this chapter will be handled as follows:

(1) A first complaint will result in an investigation and, if warranted, the City will issue a written warning to the Responsible Party; said warning shall provide notice of the complaint, a description of any violation, and actions to be performed to correct a violation. Upon receipt of a second complaint, the City will conduct an investigation, and if warranted, will revoke the short-term rental license.

(2) In the event of a revocation or suspension proceeding, the Hearing Procedure found in 3-1A-5 of this code will be used.

(3) Notwithstanding any other remedy in this section, violations of Federal, State, County or local laws may be prosecuted in any court or administrative tribunal having jurisdiction over the matter.



**MINUTES OF THE  
SOUTH OGDEN CITY PLANNING COMMISSION  
WORK SESSION AND  
PLANNING COMMISSION MEETING**

**THURSDAY, FEBRUARY 12, 2026**

**WORK SESSION- 5:30 PM IN THE COUNCIL ROOM**

**COMMISSION MEETING- 6:15 PM IN THE COUNCIL ROOM**

**WORK SESSION MINUTES**

**PLANNING COMMISSION MEMBERS PRESENT**

Chair Robert Bruderer, Commissioners Norbert Didier, Katie Wahlquist, and Adam Ritchie

**PLANNING COMMISSION MEMBERS EXCUSED**

Commissioners Pete Caldwell, Brian Mitchell, and Brittany Rocha

**STAFF PRESENT**

Assistant City Manager Summer Palmer, Planner Alika Murphy, Communications and Events Manager Danielle Bendinelli, and Code Compliance Official Guillermo Garcia

**OTHERS PRESENT**

No one else attended this meeting

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

**[https://cms7files.revize.com/southogdennew/document\\_center/Sound%20Files/2026/PC2602121736.mp3?t=202602191405080&t=202602191405080](https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/PC2602121736.mp3?t=202602191405080&t=202602191405080)**

**or requested from the office of the South Ogden City Recorder.**

**I. CALL TO ORDER**

- Chair Bruderer called the meeting to order at 5:30 pm. He then entertained a motion to open the meeting **00:00:00**

**Commissioner Didier moved to begin the work session. The motion was seconded by Commissioner Ritchie. Chair Bruderer and Commissioners Didier, Wahlquist, and Ritchie all voted aye.**

42 **II. REVIEW OF MEETING AGENDA**

- 43 • No one requested a review of agenda items  
44  
45  
46

47 **III. DISCUSSION ITEMS**

48 **A. Moderate Income Housing**

- 49 • Planner Murphy reported on the City’s moderate income housing  
50 00:01:03  
51 • Discussion 00:07:55  
52

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54 **B. Additional Questions or Concerns from the Planning Commission**

- 55 • The Planning Commission asked Ms. Murphy several questions  
56 00:25:40  
57

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59 **IV. ADJOURN**

- 60 • At 6:06 pm, Chair Bruderer called for a motion to close the work session  
61 00:41:29  
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63 **Commissioner Didier moved to close the work session. Commissioner Ritchie seconded the**  
64 **motion. The voice vote was unanimous in favor of the motion.**  
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77 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Planning Commission Work  
78 Session held Thursday, February 12, 2026.  
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80   
81 Leesa Kapetanov, City Recorder

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Date Approved by the Planning Commission

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## PLANNING COMMISSION MEETING MINUTES

### PLANNING COMMISSION MEMBERS PRESENT

Chair Robert Bruderer, Commissioners Norbert Didier, Katie Wahlquist, and Adam Ritchie

### PLANNING COMMISSION MEMBERS EXCUSED

Commissioners Pete Caldwell, Brian Mitchell, and Britany Rocha

### STAFF PRESENT

Assistant City Manager Summer Palmer, Planner Alike Murphy, Communications and Events Manager Danielle Bendinelli, and Code Compliance Official Guillermo Garcia

### OTHERS PRESENT

No one else attended this meeting

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

[https://cms7files.revize.com/southogdennew/document\\_center/Sound%20Files/2026/PC260212\\_1816.mp3?t=202602191406280&t=202602191406280](https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/PC260212_1816.mp3?t=202602191406280&t=202602191406280)

or requested from the office of the South Ogden City Recorder.

## I. CALL TO ORDER AND OVERVIEW OF MEETING PROCEDURES

- Planning Commission Chair Robert Bruderer called the meeting to order at 6:15 pm and called for a motion to begin 00:00:00

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**Commissioner Didier moved to open the meeting, followed by a second from Commissioner Ritchie. Chair Bruderer and Commissioners Didier, Ritchie, and Wahlquist all voted aye.**

## II. SPECIAL ITEMS

### Discussion on Short-Term Rentals

- Planner Murphy gave the background for this discussion 00:01:16
  - Discussion 00:04:22
  - The Commission decided to put this on the next agenda as another discussion item
- 117  
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- 123
- Chair Bruderer asked Code Enforcement Officer Garcia if he received many calls about chickens in the city 00:33:21
  - The Commission discussed further how they would like short-term rentals to appear on the next agenda 00:37:58
- 124  
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130 **III. APPROVAL OF MINUTES OF PREVIOUS MEETING**

131 Approval of January 8, 2026 Planning Commission Meeting Minutes

- 132
- Chair Bruderer called for a motion concerning the minutes 00:43:44
- 133  
134

135 **Commissioner Didier moved to approve the January 8, 2026 Planning Commission Meeting Minutes. Commissioner Wahlquist seconded the motion. All present voted aye.**

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140 **V. STAFF REPORTS**

141 **A. Joint Meeting with City Council (City Center Plan Discussion)**

- 142
- Planner Murphy informed the Commission of a combined meeting on the City Center Plan on March 12 at 6:30 pm 00:44:14
- 143  
144

145 **B. April Planning Commission Meeting**

- 146
- Ms. Murphy explained she had a planning conference in April during the week Planning Commission meeting would normally be held. She asked if the Commission would like to cancel the April meeting or reschedule it for a different week. The Commission determined they would reschedule the April meeting for Thursday, April 23. 00:47:50
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154 **VI. OTHER BUSINESS**

- 155
- No one had other business to discuss
- 156  
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158 **VII. PUBLIC COMMENTS**

- 159
- No one was present to comment and the meeting was not being streamed
- 160  
161  
162

163 **VIII. ADJOURN**


- 164 • At 7:14 pm, Chair Bruderer called for a motion to adjourn  
165 00:57:31

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167 **Commissioner Wahlquist moved to adjourn. Commissioner Didier seconded the motion.**  
168 **The voice vote was unanimous in favor of the motion.**

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Not Approved

199 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Planning Commission Meeting  
200 held Thursday, February 12, 2026.

201  
202   
203 Leesa Kapetanov, City Recorder

\_\_\_\_\_  
Date Approved by the Planning Commission



**MINUTES OF THE  
SOUTH OGDEN CITY PLANNING COMMISSION  
WORK SESSION**

**THURSDAY, APRIL 23, 2026  
5:30 PM IN THE EOC**

**WORK SESSION MINUTES**

**PLANNING COMMISSION MEMBERS PRESENT**

Chair Robert Bruderer, Commissioners Pete Caldwell, Britany Rocha, and Adam Ritchie

**PLANNING COMMISSION MEMBERS EXCUSED**

Commissioners Norbert Didier, Brian Mitchell, and Katie Wahlquist

**STAFF PRESENT**

Planner Alika Murphy, Communications and Events Manager Danielle Bendinelli, Code Compliance Official Guillermo Garcia, and City Recorder Leesa Kapetanov

**OTHERS PRESENT**

No one else attended this meeting

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

**[https://cms7files.revize.com/southogdennew/document\\_center/Sound%20Files/2026/PC260423\\_1635.mp3?t=202604241140540&t=202604241140540](https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/PC260423_1635.mp3?t=202604241140540&t=202604241140540) or requested from the office of the South Ogden City Recorder.**

**I. CALL TO ORDER**

- Chair Bruderer called the meeting to order at 5:37 pm. He then entertained a motion to open the April 23 Planning Commission work session

00:00:00

**Commissioner Ritchie moved to begin the work session. The motion was seconded by Commissioner Rocha. Chair Bruderer and Commissioners Rocha and Ritchie all voted aye.**

Note: Commissioner Caldwell was not present for this vote. He arrived later in the meeting.

42 **II. DISCUSSION ITEMS**

43 **A. Exceptions Granted**

- 44 • Planner Alikea Murphy reported on zoning ordinance exceptions that were granted  
45 since last time the Commission met. She used a visual presentation for all of the  
46 items on the agenda. See Attachment A.

47 00:02:32

48  
49 **B. Transforming Duplexes to Twin Homes**

- 50 • Ms. Murphy explained that currently the code would not allow duplexes to convert  
51 to twin homes due to lot size requirements

52 00:10:35

- 53 • Discussion/Questions by Commission

54 00:14:36

- 55 • The commissioners present said they would like to discuss this item at a future  
56 meeting

57 00:17:55

58  
59 **C. Subdivision Discussion**

- 60 • Ms. Murphy presented what other cities were doing with their subdivision  
61 ordinances and applications. She said she would like to bring the subdivision  
62 ordinance before the planning commission to consider some updates.

63 00:20:21

- 64 • Questions/Discussion

65 00:30:28

- 66 • Planner Murphy announced the next item would be the Form-Based Code (Item D);  
67 however, due to some questions from the Commissioners she moved to Item F-2;  
68 Future PC Meetings

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71 **F. Additional Questions or Concerns from the Planning Commission**

72 **2. Future PC Meetings**

- 73 • Ms. Murphy outlined several items for discussion at future PC meetings

74 00:33:28

- 75  
76 • Planner Murphy then moved to item E-1; Upcoming Master Development Agreement

77  
78 **E. Upcoming Agenda**

79 **1. Upcoming Master Development Agreement (MDA)**

- 80 • The planner explained that the current MDA for a property on Harrison had expired  
81 and a new one would need to be approved in order for the developer to continue  
82 with the project

00:44:30

- 83 • Discussion/Questions 00:46:15
- 84 • Ms. Murphy announced the public hearing for the MDA would be held at the next
- 85 Planning Commission Meeting
- 86 00:48:59

- 87
- 88 • Discussion on Water
- 89 Commissioner Rocha asked some questions about water and if there would be
- 90 enough available for large developments. Discussion followed.
- 91 00:53:34

- 92 • Commissioner Caldwell arrived at 6:34 pm during this discussion
- 93
- 94 • Planner Murphy returned to Item D to review the Form-Based Code
- 95

96 **D. Form-Based Code Review**

- 97 • Ms. Murphy reviewed Open Spaces and Landscaping in the Form-Based Code
- 98 01:01:24
- 99 • She then went to Item E-2

100

101 **E. Upcoming Agenda**

102 **2. Short Term Rentals**

- 103 • Planner Murphy said she would like to have discussion on short term rentals on
- 104 the May agenda 01:35:27
- 105 • Discussion on short term rentals
- 106 01:36:52
- 107

108 **F. Additional Questions or Concerns from the Planning Commission**

109 **1. Reminder Of Annual Training**

- 110 • Ms. Murphy reminded the Commissioners of their annual training requirements
- 111 and gave them several resources to earn the hours needed
- 112 01:55:49

113 **2. Future PC Meetings**

- 114 • The planner asked about the possibility of changing the Planning Commission
- 115 meeting to Tuesday nights in order for the new City Attorney to attend
- 116 02:00:49
- 117 • After discussion, the commissioners present said they may be able to change it
- 118 for the new year, but asked that it remain the same time for this year
- 119

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122 **III. ADJOURN**

- 123 • At 7:44 pm, Chair Bruderer called for a motion to close the work session

00:41:29

**Commissioner Caldwell moved to close the work session. Commissioner Rocha seconded the motion. The voice vote was unanimous in favor of the motion.**

Not Approved

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I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Planning Commission Work Session held Thursday, April 23, 2026.

  
Leesa Rapetanov, City Recorder

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Date Approved by the Planning Commission

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**ATTACHMENT A**

Visual Presentation by Planner Alikea Murphy

Not Approved



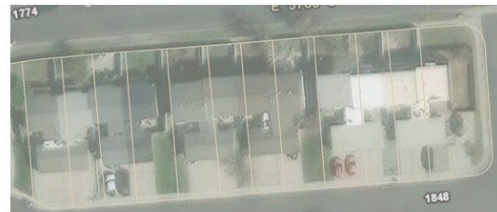


# Duplex to Twin Home Conversation

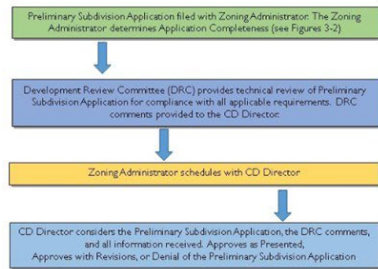


## Duplex to Twin Home

- Came from a couple residents looking to explore this idea
- Duplex= both units owned by one person
- Twin Home= two owners and each have their own parcel
- R-2
  - 2-family dwelling (10,890), half is 5,445 s.f.
  - Single-family (6,000)
- PRUD lots are between 2,600 and 3,000 s.f.
- Think About:
  - Min lot size
  - Setbacks
  - Subdivision requirements

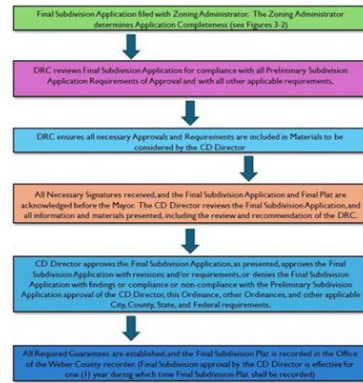


PRELIMINARY SUBDIVISION APPLICATION



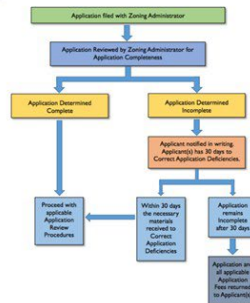
DETERMINATION OF APPLICATION COMPLETENESS

FINAL SUBDIVISION APPLICATION



Roy:

- [https://roy.municipalcodeonline.com/book?type=subdivords#name=1-3-3 PRELIMINARY SUBDIVISION APPLICATION](https://roy.municipalcodeonline.com/book?type=subdivords#name=1-3-3%20PRELIMINARY%20SUBDIVISION%20APPLICATION)
- <https://cms7files1.revize.com/roycityut/Departments/planning%20%20zoning/planning%20%20zoning%20applications/SUBDIVISION%20-%20PRELIMINARY.pdf?t=202503180955380&t=202503180955380>
- <https://cms7files1.revize.com/roycityut/Departments/planning%20%20zoning/planning%20%20zoning%20applications/SUBDIVISION%20-%20FINAL.pdf?t=202505281056190&t=202505281056190>



Evidence of Availability of Necessary Services. The following information shall be provided to establish the availability of services to the proposed subdivision.

- a. Culinary Water. As required and provided by the Act, the Roy City Engineer, is hereby designated as the Culinary Water Authority for the City. It shall be the responsibility of the Applicant(s) to provide all information and materials required by the City Engineer necessary to review the proposed culinary water system and culinary water sources.
- b. Sanitary Sewer. As required and provided by the Act, the Roy City Engineer is hereby designated as the Sanitary Sewer Authority for the City. It shall be the responsibility of the Applicant(s) to provide all information and materials required by the City Engineer, necessary to review and provide a written approval of the feasibility of the proposed sanitary sewer system.
- c. Roads and Streets. The Preliminary Subdivision Application shall identify the proposed road and street layout. Proposed subdivision streets shall make provision for the continuation of existing streets. It shall be the responsibility of the Applicant (s) to provide all information and materials, required by the City Engineer, necessary to review and provide a written recommendation of the proposed road and street system and designs.
- d. Storm Drainage and Flood Control Facilities. The Preliminary Subdivision Application shall identify the proposed storm water management, storm drainage and flood control system. It shall be the responsibility of the Applicant(s) to provide all information and materials, required by the City Engineer, necessary to provide a written recommendation of the proposed storm drainage and flood control system and facilities.
- e. Fire Protection, Suppression, and Access Facilities. The Preliminary Subdivision Application shall identify the proposed fire protection, fire suppression, and fire access facilities. Proposed subdivision fire protection, fire suppression, and fire access facilities shall make provision for the continuation of existing facilities. All fire protection, fire suppression, and fire access facilities shall be designed as required by the City Engineer. It shall be the responsibility of the Applicant(s) to provide information and materials, as required by the City Fire Marshall and City Engineer, necessary to provide a written recommendation of the proposed fire protection, fire suppression, and fire access facilities.
- f. Special Service District or Special Service Area. If the Subject Property is located within the boundaries of a Special Service District or a Special Service Area, a written recommendation shall be provided from the governing board of such District or Area with the Preliminary Subdivision Application materials which may identify any potential impacts resulting from the proposed subdivision.

Geotech Report. A geotech report must be submitted identifying allowable soil bearing pressure, lateral earth pressure, lateral pressure due to seismic forces, liquefaction, seismic design category/site class, proximity to fault lines, extent of existing fill materials, and ground water level conditions of the buildable areas proposed to be subdivided shall be submitted as part of the preliminary subdivision review. The soils report shall be prepared by a registered soils engineer. In the event the soils report determines unusual conditions requiring additional development restrictions on what otherwise appears to be a buildable lot, then such information shall be noted on the final plat in order to provide notice to subsequent owners. The CD Director may waive the requirement for a soils report for property already developed and constructed upon.

**11-3-7 PRELIMINARY SUBDIVISION APPLICATION REVIEW PROCEDURES**

The review procedures of the City for a Preliminary Subdivision Application are identified in Figures 3-1. Figures 3-2 identifies the procedures for a Determination of Application Completeness.

The CD Director is identified and authorized to act as the Land Use Authority for a Preliminary Subdivision Application,

1. Determination of a Complete Application. The Zoning Administrator, as provided and identified in Figures 3-2 and 11-3-4 and 11-3-5 shall make a determination of a complete Preliminary Subdivision Application. C after a Preliminary Subdivision Application has been determined to be complete by the Zoning Administrator shall the Zoning Administrator schedule a meeting with the DRC to review the complete Preliminary Subdivision Application.
2. DRC Review. Following the receipt of the complete Preliminary Subdivision Application from the Zoning Administrator, the DRC shall review the Preliminary Subdivision Application for compliance to requirements of this Ordinance, all other applicable Ordinances, and all other Federal, State, and Local requirements, as applicable. Following the DRC review, the Zoning Administrator shall provide the DRC comm to the CD Director for consideration in review of the Preliminary Subdivision Application.
3. CD Director Review and Approval, Approval with Requirements, or Denial of the Preliminary Subdivision Application.

Following the consideration of the Preliminary Subdivision Application, and all information and materials presented, including the recommendations of the DRC the CD Director shall consider all informat materials, and comment received, may approve the Preliminary Subdivision Application, as presented, approve the Preliminary Subdivision Application with requirements, or deny the Preliminary Subdivis Application with findings of compliance or non-compliance with this Ordinance, other Ordinances, or other applicable City, County, State, and Federal requirements. A decision by the CD Director related t Preliminary Subdivision Application shall be accompanied by findings of fact.

The CD Director may recommend onsite and offsite improvements, facilities and amenities, provided one hundred percent (100%) by the Applicant(s) for Preliminary Subdivision Application approval, and determi necessary by the CD Director to protect the health, safety, and welfare of anticipated residents of the subdivision, or the existing residents or businesses of the City, including but not limited to:

- a. Road and street improvements, including layout, design, grading and surfacing.
- b. Flood control facilities.
- c. Culinary Water facilities.
- d. Sanitary Sewer facilities.
- e. Storm Drainage facilities.
- f. Erosion Control facilities.
- g. Traffic Circulation and Access Management facilities.
- h. Land Drainage facilities.
- i. Lot and/or Site drainage.
- j. Park and open space areas and facilities.
- k. Fire protection and suppression facilities, including fire hydrants and water storage facilities.
- l. Electrical power, telecommunication, gas, and other utility facilities.
- m. Fencing and buffering treatments.
- n. Street lighting and streetscape enhancements including street trees and park strip improvements.



**CLEARFIELD CITY PRELIMINARY SUBDIVISION CHECKLIST**  
Community Development Department, 55 South State Street, (801) 525-2780

PROJECT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
 APPLICANT: \_\_\_\_\_ CURRENT ZONING: \_\_\_\_\_  
 DESCRIPTION OF REQUEST: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**REQUIRED INFORMATION:**  
 This checklist is intended to assist the applicant in preparation and submittal of a complete application. Certain items may not be applicable and may be waived by the Planning and Zoning Administrator. If you have questions regarding any of the application materials or how to obtain them, please contact the Planning and Zoning Administrator at (801) 525-2784 or (801) 525-2718.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED AND WILL NOT BE PLACED ON A PLANNING COMMISSION AGENDA UNTIL COMPLETE.

1. **DEVELOPMENT REVIEW MEETING:**  
 All applications for new development shall be reviewed by City staff in a Development Review Meeting prior to submittal of the project for Planning Commission review.  
 Development Review Meeting Date: \_\_\_\_\_
2. **APPLICATION MATERIALS:**
  - Completed Land Use Development Application (Online)
  - Property Owner's Affidavit/Agent Authorization Form
  - Electronic version of a PDF of all plans. (Submit with online application)
  - Preliminary Subdivision Plat
  - Civil Plans (Drawn to scale with dimensions)
    - Site Plan
    - Grading & Drainage Plan
    - Utility Plan
    - Erosion Control Plan
    - Storm Water Pollution Prevention Plan (SWPPP)
    - Demolition Plan
    - Site Survey
    - Clearfield City Public Works Standards
  - Geotechnical Report – 2 Copies (For new construction and any increase of impervious surface)
  - UDOT Approval (if project is located on a UDOT right-of-way)
  - North Davis Fire District Plan Review Fee Receipt
  - CC&R's (if project will have owner's association to govern maintenance of common areas)



**CLEARFIELD CITY FINAL SUBDIVISION PLAT CHECKLIST**  
Community Development Department, 55 South State Street, (801) 525-2780

PROJECT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
 APPLICANT: \_\_\_\_\_ CURRENT ZONING: \_\_\_\_\_  
 DESCRIPTION OF REQUEST: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**REQUIRED INFORMATION:**  
 This checklist is intended to assist the applicant in preparation and submittal of a complete application. Certain items may not be applicable and may be waived by the Planning and Zoning Administrator. If you have questions regarding any of the application materials or how to obtain them, please contact the Planning and Zoning Administrator at (801) 525-2784 or (801) 525-2718.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED AND WILL NOT BE PLACED ON A PLANNING COMMISSION AGENDA UNTIL COMPLETE.

1. **DEVELOPMENT REVIEW MEETING:**  
 All applications for new development shall be reviewed by City staff in a Development Review Meeting prior to submittal of the project for Planning Commission review.  
 Development Review Meeting Date: \_\_\_\_\_
2. **APPLICATION MATERIALS:**
  - Completed Land Use Development Application (Online)
  - Property Owner's Affidavit/Agent Authorization Form
  - Electronic version of a PDF of all plans. (Submit with online application)
  - Final Subdivision Plat
  - Final Civil Plans (Drawn to scale with dimensions)
    - Site Plan
    - Grading & Drainage Plan
    - Utility Plan
    - Erosion Control Plan
    - Storm Water Pollution Prevention Plan (SWPPP)
    - Demolition Plan
    - Site Survey
    - Clearfield City Public Works Standards
  - Engineer Estimate of Public Improvements
  - Geotechnical Report – 2 Copies (For new construction and any increase of impervious surface)
  - UDOT Approval (if project is located on a UDOT right-of-way)
  - North Davis Fire District Plan Review Fee Receipt
  - CC&R's (if project will have owner's association to govern maintenance of common areas)

- <https://www.millcreekut.gov/156/Planning-Applications#docaccess-f93730626cdb9936d50875e8f0a069f55a6047845e402e8869d5b9523305825a>

*Plans must be prepared by professional engineer or land surveyor licensed in Utah.*

Preliminary Plat Review		
CHECK DATE SHEET COMPLETED	ALL SHEETS	PAGE NUMBER IN PLANS ENCLOSURE/LET IS MET
<input type="checkbox"/>	Project name and (when applicable) phase.	
<input type="checkbox"/>	Drawing number and title.	
<input type="checkbox"/>	Engineer's name, company and contact information.	
<input type="checkbox"/>	Stamped and dated with name, signature and license number of engineer or surveyor.	
<input type="checkbox"/>	North arrow and drawing scale (not to exceed 1:40)	
<input type="checkbox"/>	Abbreviations and Legend.	
<input type="checkbox"/>	"Call Before You Dig" logo on all plan sheets.	
<input type="checkbox"/>	References to specific Standard Plans as applicable.	
CHECK DATE SHEET COMPLETED	COVER SHEET	PAGE NUMBER IN PLANS ENCLOSURE/LET IS MET
<input type="checkbox"/>	Project name, location and type of development	
<input type="checkbox"/>	Owner's name, address and contact information	
<input type="checkbox"/>	Contact information for all project team members.	
<input type="checkbox"/>	Vicinity map with north arrow.	
<input type="checkbox"/>	FIRM map number, effective date and flood zone	
<input type="checkbox"/>	Sheet index for all sheets and index figure.	
<input type="checkbox"/>	Reference to Millcreek General Notes.	
CHECK DATE SHEET COMPLETED	ALTA/NSPS SURVEY	PAGE NUMBER IN PLANS ENCLOSURE/LET IS MET
<input type="checkbox"/>	Property name and location.	
<input type="checkbox"/>	Vicinity map.	
<input type="checkbox"/>	Legend of symbols and abbreviations.	
<input type="checkbox"/>	Dated Certification with surveyor's signature, printed name and seal with license number.	
<input type="checkbox"/>	Name, company, address, telephone number, company website, and email address of surveyor who performed the survey.	
<input type="checkbox"/>	Caption "ALTA/NSPS Land Title Survey."	
<input type="checkbox"/>	Monuments placed.	
<input type="checkbox"/>	Address(es) of surveyed property.	

<input type="checkbox"/>	Flood zone classification.	
<input type="checkbox"/>	Gross land area.	
<input type="checkbox"/>	Vertical relief.	
<input type="checkbox"/>	Exterior dimensions of all buildings.	
<input type="checkbox"/>	Square footage of exterior footprint.	
<input type="checkbox"/>	Substantial features.	
<input type="checkbox"/>	Relationship and location of walls.	
<input type="checkbox"/>	Location of utilities.	
<input type="checkbox"/>	Names of adjoining owners.	
<input type="checkbox"/>	Discussion of alternate methodologies used (when applicable).	
<input type="checkbox"/>	Proposed ROW changes.	
<input type="checkbox"/>	Describe geological and geotechnical hazards identified by mapping, special studies, and disclosure notice.	
<input type="checkbox"/>	Location of all wells and reservoirs within one hundred feet of the subdivision.	
CHECK DATE SHEET COMPLETED	PRELIMINARY PLAT / SITE PLAN	PAGE NUMBER IN PLANS ENCLOSURE/LET IS MET
<input type="checkbox"/>	Note stating "Right-of-Way Encroachment Permit must be obtained from Millcreek prior to doing any work in the right-of-way. Contact the Millcreek Public Works Department."	
<input type="checkbox"/>	Contact information for all project team members.	
<input type="checkbox"/>	Vicinity map within subdivision for each sheet (for multiple sheets).	
<input type="checkbox"/>	Typical road sections per Millcreek Standards	
<input type="checkbox"/>	Pavement section design per geotechnical report (if greater than Millcreek min. standard).	
<input type="checkbox"/>	All bearings, angles and distances along boundary and each lot line.	
<input type="checkbox"/>	Lot number, address, square footage and acreage for each lot.	
<input type="checkbox"/>	Proposed street names and coordinates.	
<input type="checkbox"/>	Radius, length, chord distance, chord bearing, and other necessary curve data.	
<input type="checkbox"/>	Boundary line closure to within 0.01 feet.	
<input type="checkbox"/>	Boundary line, parcel number, address and property owner name for all adjacent properties.	
<input type="checkbox"/>	The location, width and names of all existing streets, planned streets or other public ways within two hundred feet of the subdivision.	
<input type="checkbox"/>	The location, width and names of all proposed streets within subdivision	
<input type="checkbox"/>	Existing and proposed easements, R-O-Ws, buffer zones and public spaces.	
<input type="checkbox"/>	Survey monuments provided at all intersections, centers of cut-de-sacs and points of center line curvature to maintain line of sight.	
<input type="checkbox"/>	Location of street monuments with bearing and distance labeled, monument-to-monument, and location with respect to owner.	





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**ATTACHMENT B**

Visual Presentation on Form Based Code

Not Approved

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## Open Space

- 10-5-1A-6-1:
- Intent: To provide open space as an amenity that promotes physical and environmental health within the community and to provide each household with access to a variety of active and passive open space types.
- General Requirements: Development of parcels over five (5) acres shall provide either five percent (5%) total lot size as a developed open space, or pay park impact fees. The applicant shall work with City to determine which option is best for the city, including the type and location of the open space, if applicable. For parcels under five (5) acres, impact fees will apply.
- Compliance: All open space provided within any core, general, or edge zoning subdistrict shall comply with one of the open space types defined by sections 10-5.1A-6-2 through 10-5.1A-6-8 of this article.
- Access: All open space types shall provide public access from a vehicular right-of-way.
- Location: Open space types shall be platted as a lot or, with permission of the City, may be located within the right-of-way. Open space types shall either be zoned as an open space zoning designation, or an adjacent zoning designation, such as core, general, or edge zoning subdistricts.
- Ownership: Open space types may either be publicly or privately owned. Whether publicly or privately owned, all open spaces must be accessible and open to the public.
- Parking Requirements: Parking shall not be required for any open space type, unless a use other than open space is determined by the City Manager or designee.
- Continuity: Connections to existing or planned trails or open space types shall be made when the open space abuts an existing or planned trail right-of-way or other civic open space type.

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## Open Space (City Center Area)

- Community Exterior Spaces And Amenities Required: The following applies to the City Center Core and City Center General Subdistricts only: Commercial developments with more than twenty thousand (20,000) square feet of floor area, residential developments in excess of twenty-five (25) units, or mixed developments determined by the Design Review Committee to be equivalent to the commercial/residential thresholds listed above, shall provide exterior community spaces and amenities that enhance the developments as centers of community activity. The outdoor spaces and amenities provided shall at a minimum consist of the following:
- Safe and attractive passenger drop-off/pick-up points that are integrated with traffic patterns on the site; and
- At least three (3) of the following amenities or features designed and constructed of materials that match the principal structure and linked by sidewalks to the principal structure as follow:
  - A public patio/seating area at least eight hundred (800) square feet in area that includes coordinated seats, furnishings, specialty landscape features and lighting;
  - A pedestrian plaza at least one thousand six hundred (1,600) square feet in area that includes coordinated seating, furnishings, specialty landscape features and lighting elements;
  - A play area at least one thousand six hundred (1,600) square feet in area that includes coordinated commercial-grade play equipment, safety surfacing, fencing and similar features suitable for play activities;
  - An informational kiosk area, water feature, clock tower, public sculpture or environmental art installation; and
  - Any other park, open space or focal feature approved by the Design Review Committee.

# Open Space



- **Minimum Size:** The minimum size of the open space type is measured within the parcel lines of the property.
- **Maximum Size:** The maximum size of the open space type is measured within the parcel lines of the property.
- **Minimum Dimension:** The minimum length or width of the open space type, as measured along the longest two (2) straight lines intersecting at a right angle defining the maximum length and width of the lot. Refer to figure 6.1(1) of this section.
- **Minimum Percentage Of Vehicular Right-Of-Way Frontage Required:** The minimum percentage of the civic open space perimeter, as measured along the outer parcel line, that shall be located directly adjacent to a vehicular right-of-way, excluding alley frontage. This requirement provides access and visibility to the open space.
- **Adjacent Parcels:** Parcels directly adjacent to as well as directly across the street from an open space type.
- **Frontage Orientation Of Adjacent Parcels:** The preferred orientation of the adjacent parcels' frontages to the civic open space. Front, corner side, side, and rear refers to the property line either adjacent to the open space or facing the open space across the street.
- **Improvements:** The following types of development and improvements may be permitted on an open space type.
- **Designated Sports Fields Permitted:** Sports fields, ball courts, or structures designated for one or more particular sports including, but not limited to, baseball fields, softball fields, soccer fields, basketball courts, football fields, tennis courts, climbing walls, and skate parks are permitted.
- **Playgrounds Permitted:** Playgrounds include a defined area with play structures.
- **Fully Enclosed Structures Permitted:** Fully enclosed structures may include such uses as park offices, maintenance sheds, community centers, and restrooms.
- **Maximum Area:** For some civic open space types, fully enclosed structures are permitted, but limited to a maximum building coverage to five percent (5%) of the open space area or one thousand (1,000) square feet, whichever is less.
- **Semi-Enclosed Structures:** Open-air structures, such as gazebos, are permitted in all open space types.
- **Maximum Percentage Of Open Water Body:** The maximum amount of area within an open space type that may be covered by an open water body, including, but not limited to, ponds, lakes, and pools.

## Square Requirements:

1. Dimensions:	
Minimum size	0.25 acre
Maximum size	3 acres
Minimum dimension	80'
Minimum percent of vehicular ROW frontage required	100%
2. Adjacent parcels:	
Permitted districts	All
Frontage orientation of adjacent parcels	Front or corner side
3. Improvements:	
Designated sports fields	Not permitted
Playgrounds	Not permitted
Fully enclosed structures	Permitted; maximum 5% of area
Maximum percent of open water	30%



## Plaza Requirements:

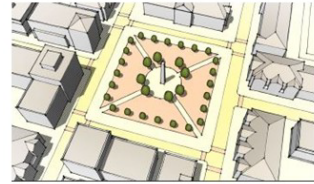
1. Dimensions:	
Minimum size	0.05 acre
Maximum size	15 acres
Minimum dimension	30'
Minimum percent of vehicular ROW frontage required	50%; 80% building frontage required on non-street frontage
2. Adjacent parcels:	
Permitted subdistricts	All
Frontage orientation of adjacent parcels	Front or corner side
3. Improvements:	
Designated sports fields	Not permitted
Playgrounds	Not permitted
Fully enclosed structures	Permitted; maximum 5% of area
Maximum percent of open water	50%
4. Additional design requirements:	
a. Minimum building frontage	At least 80% of the plaza's perimeter that does not front on vehicular right-of-way shall be lined by building frontages



# Open Space Table

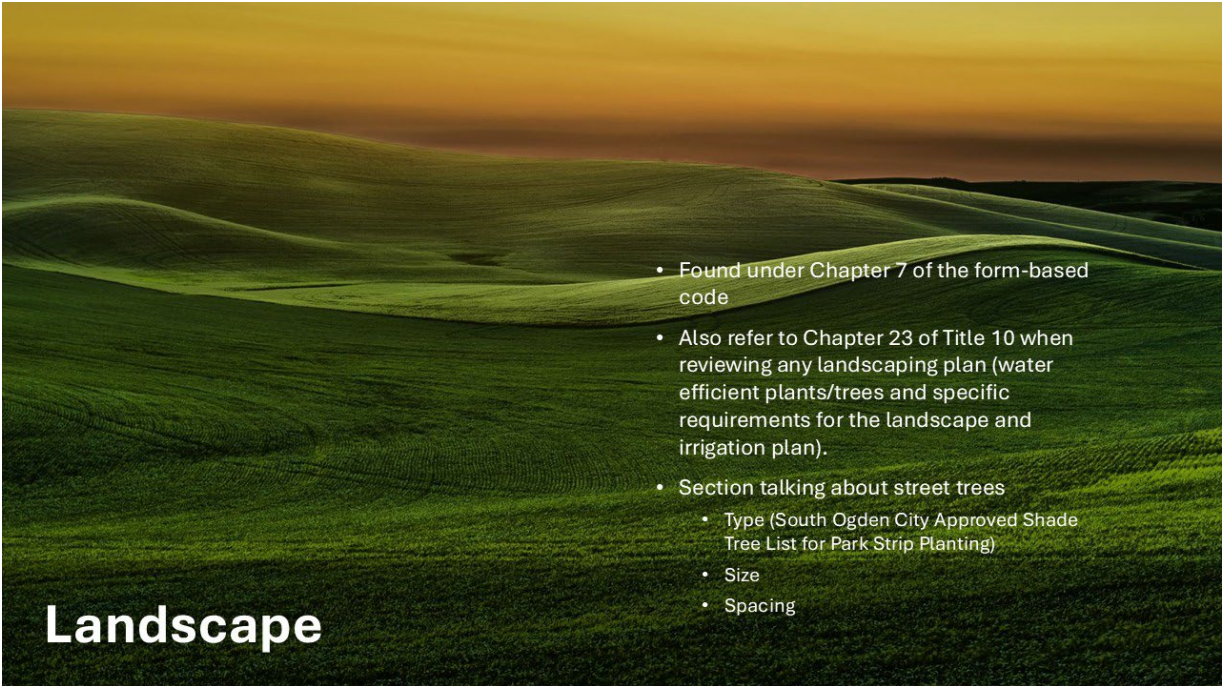
## Open Space

- **Plaza:** To provide a formal open space of medium scale to serve as a gathering place for civic, social, and commercial purposes. The plaza may contain a greater amount of impervious coverage than any other open space type. Special features, such as fountains and public art installations, are encouraged.
- **Square:** To provide a formal open space of medium scale to serve as a gathering place for civic, social, and commercial purposes. Squares are rectilinear in shape and are bordered on all sides by a vehicular right-of-way, which together with building facades creates its definition.
- **Green:** To provide informal, medium scale active or passive recreation for neighborhood residents within walking distance, mainly fronted by streets.



## Open Space

- **Commons:** To provide an informal, small to medium scale space for active or passive recreation for a limited neighborhood area. Commons are typically internal to a block and tend to serve adjacent residents.
- **Pocket Park:** Intent: To provide small scale, primarily landscaped active or passive recreation and gathering space for neighborhood residents within walking distance.
- **Park:** To provide informal active and passive large-scale recreational amenities to local residents and the greater region. Parks have primarily natural plantings and are frequently created around an existing natural feature such as a water body or stands of trees.
- **Greenway:** To provide informal, primarily natural linear open spaces that serve to enhance connectivity between open space types and other uses. Greenways are linear open spaces that often follow a natural feature, such as a river, stream, ravine, or man-made feature, such as a vehicular right-of-way. A greenway may border other open space types.



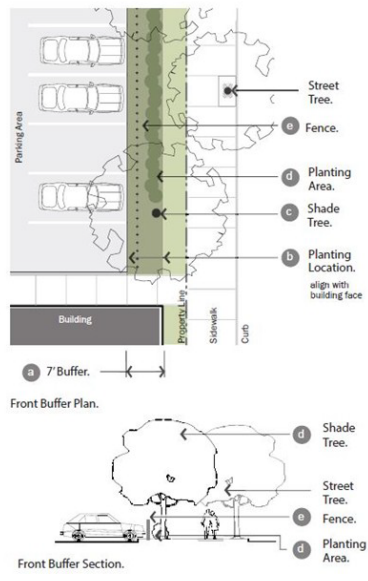
- Found under Chapter 7 of the form-based code
- Also refer to Chapter 23 of Title 10 when reviewing any landscaping plan (water efficient plants/trees and specific requirements for the landscape and irrigation plan).
- Section talking about street trees
  - Type (South Ogden City Approved Shade Tree List for Park Strip Planting)
  - Size
  - Spacing

# Landscape

## Landscaping

- Frontage Buffer
  - Intent: To lessen the visual impact of vehicular areas visible from the street.
  - General Applicability: Applies to properties in all "Core," "General," and "Edge" Subdistricts where a vehicular area is located adjacent to a right-of-way.
  - Exceptions: Vehicular areas along alleys, except when a residential subdistrict is located across the alley; single- and two-family residences.

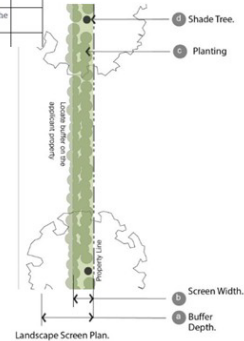
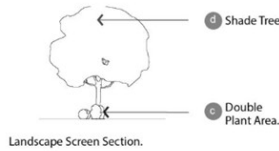
1. Buffer depth and location <sup>1</sup> :		
Depth	7'	(a)
Location on the site	Between street facing property line and parking area <sup>2</sup>	(b)
2. Buffer landscape requirements:		
Uses and materials	Uses and materials other than those indicated are prohibited in the buffer	
Shade trees	Medium or large shade tree required at least every 40'; locate on the street side of the fence; spacing should alternate with street trees	(c)
Planting area	Required continuous planting area on street side of fence, between shade trees and in front of vehicular areas	(d)
Planting area composition	Individual shrubs with a minimum width of 24", spaced no more than 36" on center, height maintained no more than 48"	
Existing vegetation	May be credited toward buffer area	
3. Fence:		
Location	2' from back of curb of vehicular area <sup>3</sup>	(e)
Materials	Composites, steel, wood, or colored PVC; masonry columns (maximum width 2'6") and base (maximum 18" height) permitted.	
Minimum height	3'	
Maximum height	4'	
Colors	No bright or white colors	
Opacity	Minimum 30%; maximum 80%	
Gate/opening	1 gate permitted per street frontage; opening width maximum 6'	



# Landscape

- Side and Rear Buffer
  - Intent And Applicability:
    - Intent: To minimize the impact that one zoning subdistrict may have on a neighboring subdistrict and to provide a transition between subdistricts.
    - General Applicability: Applies to all directly adjoining properties in all "core," "general," and "edge" subdistricts.

1. Buffer depth and location:		Varies based on the zoning subdistrict of the lot and the adjacent lot, see table 7.5(i) of this section	(a)
Depth <sup>1</sup>			
Location on the site		Locate buffers on more intensively zoned lot, buffer is measured from side and rear property lines	
2. Required landscape screen:			
Width <sup>2</sup>		5' landscape screen in addition to any other buffer landscaping	(b)
Location <sup>3</sup>		Directly adjacent to the rear or side property line	
Planting area		Continuous double row of shrubs required between shade trees	(c)
Planting area composition		A professionally designed water efficient planting design that is engaging, beautiful and appropriate for the specific setting and context. Plants should include a range of perennials, decorative grasses and small shrubs as appropriate for reducing the visual impact of vehicular areas visible from the street while also meeting the requirements of chapter 23 of this title, water efficient landscaping	
Planting frequency		Minimum of 15 shrubs per 100' of property line is required	
Shade trees		At least 1 medium or large shade tree per every 30' within the buffer	(d)
3. Buffer landscape requirements:			
Uses and materials		Uses and materials other than those indicated are prohibited within the buffer	
Tree canopy coverage		1 medium or large shade tree required per 2,000 square feet of buffer, excluding the area within the required landscape screen	
Existing vegetation		May be credited toward buffer area	



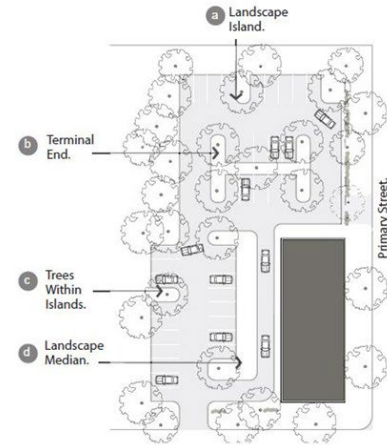
SIDE AND REAR BUFFER REQUIREMENTS BETWEEN SUBDISTRICTS

	Buffer Required by These Subdistricts		
	Core	General	Edge
Core	Not required	Not required	Not required
General	Not required	Not required	Not required
Edge	5'	5'	Not required
Any existing single-family	20'	10'	Not required

# Landscape

- Intent And Applicability:
  - Intent: To provide shade, minimize paving and associated stormwater runoff, and improve the aesthetic look of parking lots.
  - Other Internal Parking Lot Areas: Internal areas not dedicated to parking or drives shall be landscaped with a minimum of one medium or large shade tree for the first one hundred fifty (150) square feet and one medium or large shade tree for every six hundred fifty feet (650') thereafter.
  - Existing Vegetation: Existing vegetation may be credited toward these requirements

1. Landscape island requirements:		(a)
Required island locations	Terminal ends <sup>1</sup> of freestanding rows or bays of parking, after every ninth parking space for rows of parking greater than 8 spaces in length <sup>2</sup>	(b)
Minimum width	5'; islands less than 15' must utilize structural soil under any paved surface within a tree's critical root zone; islands under 9' must install an aeration system and utilize permeable pavement	
Required trees within islands	Minimum of 1 medium or large shade tree per island	(c)
2. Landscape median requirements:		(d)
Required median location	Required in each freestanding bay of parking along the length of the bay	
Minimum width	5'; medians less than 15' must utilize structural soil under any paved surface within a tree's critical root zone; islands under 9' must install an aeration system and utilize permeable pavement	
3. Tree requirements:		
Requirements per parking space <sup>3</sup>	Each parking space must be located within 50' of a tree planted within parking lot interior	
Tree shade goal	Minimum of 1 shade tree must be planted within parking lot interior or within 4' of parking lot's edge for every 3 parking spaces	
	Within 20 years of tree installation, 30% of the interior of the parking lot should be shaded by tree canopy. Refer to table 7.6(i) of this section for calculation.	
4. Shade structure requirements:		
Shade structure requirements	Shade structures should be considered an acceptable alternative for meeting the tree shade goal that 30% of the interior parking lot should be shaded. Detail designs for such features should be submitted as part of section 10-5.1A-10-2, "Development Review Procedures," of this article for review and approval.	



# Landscaping

- Active Frontage
  - Intent: To continue the street wall of adjacent facades.

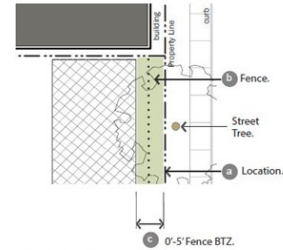
Active Frontage Requirements:

1. Frontage location:		
Location on the site	Required adjacent to dining patio or display area	
2. Required fence <sup>2</sup> :		
Location	Between 0' and 5' from the front and corner side property lines; only required in front of patio/display area	(a)
Materials	Steel or colored PVC, masonry base or columns permitted	(b)
Minimum height	3'	(c)
Maximum height	4'	
Opacity	Minimum 30%; maximum 60% <sup>1</sup>	
Gate/opening	1 gate permitted per street frontage; opening width maximum 6'	

Notes:

<sup>1</sup>Fence may be solid if 42 inches or less in height.

<sup>2</sup>No fence required within active frontage for outdoor sales lots.



Active Frontage Plan.

# Landscape

- Screening of Open Storage, Refuse Areas and Utility Appurtenances
  - Intent: To reduce the visibility of open storage, refuse areas, and utility appurtenances from public areas and adjacent properties.

Screening Of Open Storage, Refuse Areas, And Utility Appurtenances:

1. Open storage and refuse area screening requirements:		
Location on the site	Not permitted in front or corner side yards	
Opaque screen wall <sup>1</sup>	Required around 3 sides of the dumpster and trash bin area	(a)
Screen wall height	Height shall be the higher of the following:	
	6'	
	Height of use to be screened	
Visible openings	Openings visible from the public way or adjacent properties must be furnished with opaque gates	(b)
	Height as determined by City to accomplish objective of the screen	
Landscape requirement	If refuse area is located within larger paved area, such as a parking lot, landscape islands must be located on 3 sides of the area, with at least 1 medium or large shade tree in at least 1 of the landscape areas <sup>2</sup>	(c)
2. Utility appurtenance screening requirements:		
Large private mechanical equipment <sup>3</sup>	Shall be fenced with opaque wood or brick faced masonry on all sides facing right-of-way	
Small private mechanical equipment <sup>4</sup>	Shall have landscape screening and a shrub bed containing shrubs spaced no more than	

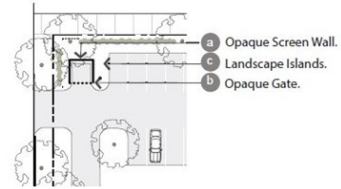
Notes:

<sup>1</sup>Vertical structured barrier to visibility at all times such as a fence or wall.

<sup>2</sup>This tree, if located within 50 feet of a parking space, may be utilized to meet the minimum shade requirements.

<sup>3</sup>Large private mechanical equipment is equal to or greater than 4 feet in height.

<sup>4</sup>Small private mechanical equipment is smaller than 4 feet in height.



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