



**NOTICE AND AGENDA
SOUTH OGDEN CITY COUNCIL
WORK SESSION**

TUESDAY, AUGUST 18, 2026- 5PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled work session at 5 pm Tuesday, August 18, 2026. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the EOC. The meeting is open to the public; anyone interested is welcome to attend. No action will be taken on any items discussed during the pre-council work session. Discussion of agenda items is for clarification only. Some members of the council may be attending the meeting electronically.

WORK SESSION AGENDA

I. CALL TO ORDER – Mayor Russell Porter

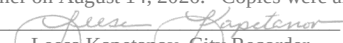
II. REVIEW OF COUNCIL MEETING AGENDA

III. DISCUSSION ITEMS

- A. Peter Anjewierden – Fraud Assessment Report**
- B. Danielle Bendinelli – South Ogden Days Report**

IV. 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 August 14, 2026. 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 COUNCIL MEETING
TUESDAY, AUGUST 18, 2026- 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, August 18, 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. Some members of the council may be attending the meeting electronically. The meeting will also be streamed live via www.youtube.com/@southogdencity.

CITY COUNCIL MEETING AGENDA

I. OPENING CEREMONY

- A. **Call to Order** – Mayor Russell Porter
- B. **Moment of Silence**
- C. **Pledge of Allegiance** – Council Member Smyth

II. RECOGNITION OF EMPLOYEES

Swearing In and Pinning Ceremony for Fire Employees

III. PRESENTATION

Mosquito Abatement Committee Report – Sallee Orr

IV. PUBLIC COMMENTS – This is an opportunity to address the mayor and council 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.

V. RESPONSE TO PUBLIC COMMENT

VI. CONSENT AGENDA

Approval of July 21 and August 4, 2026, Council Minutes and March 12, May 26, and July 9, 2026, Combined City Council/Planning Commission Work Session Minutes

VII. DISCUSSION / ACTION ITEMS

- A. Consideration of **Ordinance 26-06** – Adopting the City Center Plan
- B. Consideration of **Ordinance 26-07** – Approving a Moratorium for All Development Applications Within the City Center Core, City Center General, Riverdale Road General, 40th Street General, and Gateway Core Subdistricts
- C. Consideration of **Resolution 26-23** – Approving an Agreement with Ogden Transfer Station LLC for Mixed Solid Waste Disposal
- D. Consideration of **Resolution 26-24** - Agreement with Siddons-Martin for Maintenance Services
- E. Consideration of **Resolution 26-25** – Approving an Agreement with Siddons-Martin for Purchase of a Fire Engine
- F. Consideration of **Resolution 26-26** – Approving an Agreement with RoadSafe Traffic Systems for Road Striping Project

VIII. REPORTS/DIRECTION TO CITY MANAGER

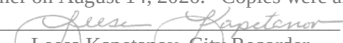
- A. City Council Members
- B. City Manager
- C. Mayor

IX. CLOSED EXECUTIVE SESSION

In Accordance With 52-4-205(1)(d) Strategy Sessions to Discuss the Purchase, Exchange, or Lease of Real Property

X. 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 August 14, 2026. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, City Recorder

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STAFF REPORT



SUBJECT: FY 2026 Fraud Risk Assessment
AUTHOR: Peter Anjewierden
DEPARTMENT: Finance
DATE: 08/18/2026

RECOMMENDATION

There is no recommendation at this time, this is only a discussion item.

BACKGROUND

This is an item that is required by the State Auditor's Office as part of the state compliance items that are part of the City's annual audit. It requires that the attached Fraud Risk Assessment be presented to council to fulfill our fiscal year close reporting requirements.

ANALYSIS

While the general process of reviewing and reporting controls is common and instances are reviewed throughout the year as they come up, the overall framework is assessed annually to ensure that controls are in place to mitigate fraud risks and continually protect city funds.

SIGNIFICANT IMPACTS

There are no financial impacts of this discussion.

ATTACHMENTS

The Fraud Risk Assessment and Implementation Guide are attached.

Fraud Risk Assessment

Continued

*Total Points Earned: 355/395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	<u>200</u>	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	<u>5</u>	5
b. Procurement?	<u>5</u>	5
c. Ethical behavior?	<u>5</u>	5
d. Reporting fraud and abuse?	<u>5</u>	5
e. Travel?	<u>5</u>	5
f. Credit/Purchasing cards (where applicable)?	<u>5</u>	5
g. Personal use of entity assets?	<u>5</u>	5
h. IT and computer security?	<u>5</u>	5
i. Cash receipting and deposits?	<u>5</u>	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team? <u>CPFA</u>	<u>20</u>	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	<u>10</u>	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	<u>20</u>	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	<u>20</u>	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	<u>20</u>	20
7. Does the entity have or promote a fraud hotline?	<u>20</u>	20
8. Does the entity have a formal internal audit function?	<u>—</u>	20
9. Does the entity have a formal audit committee?	<u>—</u>	20

*Entity Name: SOUTH OGDEN CITY

*Completed for Fiscal Year Ending: 2026 *Completion Date: 7/22/26

*CAO Name: Matthew J. Dixon *CFO Name: PETER ANJEWIEROEN

*CAO Signature: Matthew J. Dixon *CFO Signature: P. A.

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			X	
4. Are all the people who have access to blank checks different from those who are authorized signers?	X			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".			X	
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?			X	
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

STAFF REPORT



SUBJECT: South Ogden Days 2026
AUTHOR: Danielle Bendinelli
DEPARTMENT: Communications & Events
DATE: August 18, 2026

SOUTH OGDEN DAYS 2026

BACKGROUND

- June 1st - 26th - America250 theme Art Competition with the Ogden Palette Club
- Saturday, June 6th - 5th Annual Live Your Dash 5K Walk Run. 7am Friendship Park
- Tuesday, June 9th - Shakespeare in the Park performance at the Nature Park
- June 12th - June 13th - 2-day Pickleball Tournament at Burch Creek Park.
- Saturday, June 20th - Parade, Festival, and Fireworks
-

Changes included a 2-day Pickleball Tournamanet, No Family Friday activity, and the addition of new security procedures.

The events team held a debrief on June 29, 2026 with Kane Consulting, South Ogden PD, Fire and Public Works to collect feedback, discuss issues and note any recommended logistic changes for 2027. Takeaways included entry gate adjustments and radio rentals. The addition of security measures was well received. On social media there were no negative comments about screenings, those with concealed weapon permits were polite, people with dogs were disappointed, all were compliant and understanding.

There were fewer problems for police to handle than in the past.

2027 Tentative date will be June 26th.

ANALYSIS

Priorities/Considerations for 2027:

- New Fireworks Contract or RFP, as current agreement has expired.
- Weber County RAMP Grants - Continue writing a large grant for the event in general or focus on smaller EZ Grants.
- Management/Coordination of event moving forward.

IMPACTS

Our Placer.ai platform is a bit fickle, and the numbers seemed to be a slightly different every time I pulled it up, but it still gives us an idea of attendance.

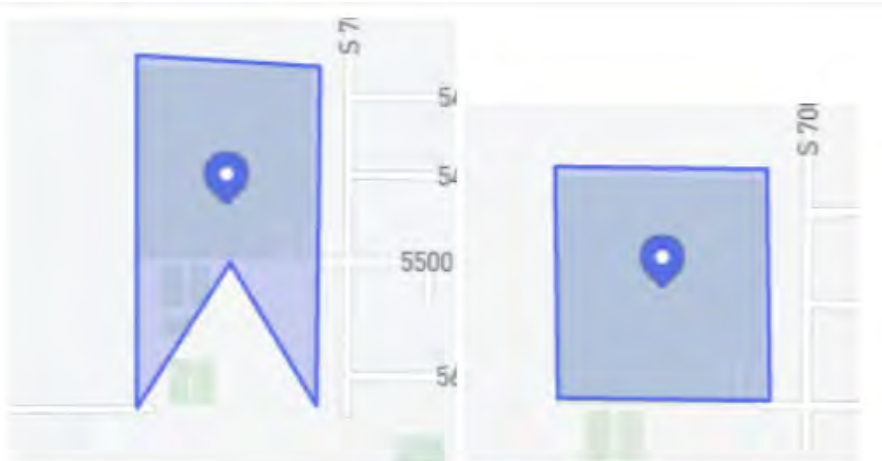
Anyone who stayed 10 minutes or longer. (Data based on cell phones detected in the area).

The total amount is for all of Saturday, so in 2025 some parade folk may have been at the park, which we closed off completely this year during that time.

I'm unable to add the school into the area as it is sensitive in nature.

I pulled two maps; one including a bit of the grass and parking lot outside of the park, and the other is only the park (Fenced in area for 2026).

If anything, it demonstrates attendees outside of the gated area this year during fireworks and those attending stayed longer than last year. Note: No fireworks show held in 2025.



2025 - 10K
Peak 7pm - 5.4 K
Average Time 92 Minutes

10K
Peak 7pm - 5.4 K
73 Minutes

2026 -
8.1K
Average Time 115 Minutes
Peak 9pm 4.5K

7.5K
94 Minutes
Peak Time 9pm 4.3K

ATTACHMENTS

2026 Budget Breakdown

2026 SOD Budget at glance

Administrative		Entertainment		Family Friday		Parade		Operational		Marketing	
Est / Act		Est / Act		Est / Act		Est / Act		Est / Act		Est / Act	
		Performance		Party Box	\$473.00					Print Ads	
		Excellence	\$12,000			Candy		Potties / Sinks	\$1,870.00	Hometown Values	\$851.00
Mass Gathering	\$425.00	Stage & Audio	\$10,751.55	Icecream / Shaved		Supplies		Barricades	\$2,323.00	cover	\$1,600.00
			\$10,535.55	Fire/ Food				Tents	\$2,965.40		
VIP Lounge		stage signs ^		Snacks		Helper		Lights /Gens	\$2,359.20	Volunteer Shirts	\$2,102.50
Dinner \$3745	\$1,871.00			Amazon				Trash Dump		Printed Itmes	
\$2,163.80				DJ / Music		DJ / Music	\$300.00	Boxed Water	\$116.65	Banners	\$261.73
2900								6x12 Fencing	\$2,819.20	Security Signs	\$227.83
		Talent Lounge		Balloons				Fireworks	\$5,000.00	Now playing UT	
Staff Supplies				Characters/501st				pd	\$5,000.00		
PW Food:	49.18							Supplies		Social Media Ads	\$49.95
Costco Water	149.52	Midway	\$1,925	Pickel Ball:		Amzaon	79.9	Home Depot	\$55.88	Website Rights	\$192.00
		Car Show	\$500	medals	\$346.79			Field Paint		Music Rights	\$850.00
				SWAG							
Employee Hours	13,248.78			Gift Cards	\$400.00			Kane Security	\$2,967.50	Photographer	\$475.00
11166.83											
12-40-112								bike valet	\$250.00		
Total Cost	\$15,743.48	Total Cost	\$35,712.10	Total Cost	\$1,219.79	Total Cost	\$379.90	Total Cost	\$25,726.83	Total Cost	\$6,610.01
											\$85,392.11 Expenses
Loss/Gain	\$15,743.48		\$35,712.10	Loss/Gain	\$1,219.79		\$379.90	Loss/Gain	\$25,726.83		\$6,610.01
		Young Auto	-\$20,000.00								
		GWCU	-\$2,000.00								
		RAMP	-\$7,000.00								
Funds needed	\$15,743.48		\$6,712.10		\$1,219.79		\$379.90		\$25,726.83		\$6,610.01
											\$56,392.11 Needed

Expense Notes



Actual	2026 INCOME
50,000.00	SouthOgden
	Fund Balance
7,000.00	RAMP
20,000.00	YAG
	America250
2,000.00	Golden West
2,665.00	Vendor Booths
560.00	Pickleball
Actual Payments	
\$85,392.11	
82,225.00	

Expenses	\$85,392	Income
	-50,000	South Ogden
	-7,000	RAMP
	-20,000	Young Auto
	-2,000	GoldenWest
	-2,665	Vendors
	-560	Pickleball
Income	\$3,167	(Gain) / Loss

Fund Balance

Actual	2025 INCOME
50,000.00	SouthOgden
	Fund Balance
25,000.00	RAMP
20,000.00	YAG
1,285.00	Food Trucks
1,865.00	Vendor Booths
627.25	Pickleball
Actual Payments	
\$83,338.25	
98,777.25	

Expenses	\$83,338	Income
	-50,000	South Ogden
	-25,000	RAMP
	-20,000	Young Auto
	-3,150	Vendors
	-627	Pickleball
Income	(\$15,439)	(Gain) / Loss

Actual	2024 INCOME
50,000.00	South Ogden
	Fun Balance
15,000.00	RAMP
20,000.00	Young Auto
2,000.00	Big O Tires
1,350.00	Food Trucks
2,475.00	Vendor Booths
560.00	Pickleball
Actual Payments	
\$95,646.48	
91,385.00	

Expenses	\$95,646	Income
	-50,000	South Ogden
	-15,000	RAMP
	-20,000	Young Auto
	-2,000	Big O Tires
	-3,825	Vendors
	-560	Pickleball
Income	\$4,261	(Gain) / Loss

Fund Balance



MINUTES OF THE SOUTH OGDEN CITY COUNCIL WORK SESSION AND CITY COUNCIL MEETING

TUESDAY, JULY 21, 2026

WORK SESSION – 5 PM IN EOC ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Pro Tem Mike Howard, Council Members Jeannette Smyth, Doug Stephens, Jeremy Howe, and Clayton Peterson

STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Amy Hughie, Finance Director Peter Anjewierden, Fire Chief Cameron West, Police Chief Darin Parke, Public Works Director Jon Andersen, Planner Alikea Murphy, Code Compliance Official Guillermo Garcia, Accounts Payable Clerk Lori Hurd, Communications & Events Manager Danielle Bendinelli, and Recorder Leesa Kapetanov

OTHERS PRESENT

Andie Beadles, Robert Bischoff, Bob Hunter and Kevin Burns

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:

https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC260616_1557.mp3?t=202606171552070&t=202606171552070 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- At 5:00 pm, Mayor Pro Tem Mike Howard called the meeting to order and asked for a motion to begin. 00:00:17

Council Member Howe so moved, followed by a second from Council Member Stephens. Council Members Howard, Smyth, Stephens, Howe, and Peterson all voted aye.

II. REVIEW OF COUNCIL MEETING AGENDA

- Council Member Stephens asked about reports concerning incidents at the junior high school

III. DISCUSSION ITEMS

A. Weber Housing Authority Project- Andi Beadles

- Ms. Beadles gave information on an affordable housing project for people who had experienced homelessness that the Weber Housing Authority would like to create in South Ogden City. They asked to be placed on the Council's agenda to pass a resolution to allow the project. 00:09:22
- Q&A by staff and Council Members 00:17:16
- Comments by Robert Bischoff – Weber Housing Authority Board 00:31:33
- Comments by Bob Hunter - Weber Housing Authority Board 00:32:02

B. Final Budget

- City Finance Director Peter Anjewierden went over requirements for TNT 00:36:28
- Mr. Anjewierden reviewed some changes staff would like to add to the budget 00:39:43
- The council indicated that they were okay with adding the changes to the final budget for adoption 00:44:15
- Mr. Anjewierden reviewed some Truth and Taxation numbers and procedures 00:44:31
- Discussion on traffic at 44th and Adams 00:49:48

IV. ADJOURN

- At 5:56 pm, Mayor Pro Tem Howard called for a motion to end the work session 00:56:01

Council Member Howe so moved, followed by a second from Council Member Stephens. The voice vote was unanimous in favor of the motion

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Pro Tem Mike Howard, Council Members Jeanette Smyth, Doug Stephens, Jeremy Howe, and Clayton Peterson

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Finance Director Peter Anjewierden, Fire Chief Cameron West, Police Chief Darin Parke, Public Works Director Jon Andersen, Planner Alika Murphy, Code Compliance Official Guillermo Garcia, Communications Manager Danielle Bendinelli, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

Leslie Nelson, Tilly Valdez, Kyle & Stacy Bosgieter

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link:

https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC260616_1654.mp3?t=202606171553360&t=202606171553360 or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

- Mayor Pro Tem Mike Howard called the meeting to order at 6:02 pm excused the mayor and called for a motion to begin 00:00:39

Council Member Smyth so moved. The motion was seconded by Council Member Peterson. In a voice vote Council Members Howard, Smyth, Stephens, Howe, and Peterson all voted aye.

B. Prayer/Moment of Silence

- The Mayor Pro Tem led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Jeremy Howe led everyone in the Pledge of Allegiance

II. PUBLIC COMMENT

- Mayor Pro Tem Howard invited anyone who wished to make a comment to come forward

114 Leslie Nelson 00:02:19 Questions on work on 40th Street,
115 concerns about weeds along sidewalk
116 Tilly Valdez 00:04:10 Concerned about traffic on 40th Street
117
118

119 **III. RESPONSE TO PUBLIC COMMENT**

- 120 • Mayor Pro Tem Howard said the concerns expressed would be passed to staff
121 00:05:56
122 • Comments by City Manager Dixon on a future traffic light on 40th and Madison
123 00:07:30
124

125 **IV. CONSENT AGENDA**

126 Approval of July 7, 2026 Council Minutes

- 127 • The Mayor Pro Tem asked if any corrections needed to be made to the minutes; seeing none, he
128 called for a motion to approve the consent agenda
129 00:08:50
130

131 **Council Member Howe so moved. The motion was seconded by Council Member Smyth. All**
132 **present voted aye.**
133
134
135

136 **V. DISCUSSION / ACTION ITEMS**

137 Consideration of **Resolution 26-20** – Approving an Agreement with Weber School District for
138 School Resource Officer

- 139 • Police Chief Darin Parke gave an overview of this agreement
140 00:09:48
141 • Questions/comments by Council 00:10:45
142 • Comments by City Manager Dixon 00:15:26
143 • Mayor Pro Tem Howard called for a motion to approve Resolution 26-20
144 00:16:28
145

146 **Council Member Smyth moved to approve Resolution 26-20, followed by a second from Council**
147 **Member Stephens. The Mayor Pro Tem asked if there was any further discussion, and seeing**
148 **none, he called the vote:**

149	Council Member Peterson-	Yes
150	Council Member Stephens-	Yes
151	Council Member Smyth-	Yes
152	Council Member Howe-	Yes
153	Mayor Pro Tem Howard-	Yes

154

155 **Resolution 26-20 was adopted.**
156

157

158 **VI. STRATEGIC PLAN UPDATE**

159

- Overview by City Manager Dixon

160

00:17:14

161

- Fiscal Responsibility

162

- o Fleet replacement – Public Works Director Jon Andersen

163

00:20:00

164

- o Comments by City Manager Dixon on AI customer service

165

00:23:43

166

- o Time keeping program – Finance Director Peter Anjewierden

167

00:25:56

168

- Infrastructure

169

- o Comments and Overview by City Manager Matt Dixon

170

00:31:09

171

- o Report on street improvements – Jon Anderson

172

00:33:07

173

- Our Community

174

- o Park improvements – Jon Anderson

175

00:38:47

176

- o City Manager Matt Dixon did a brief overview of the Heritage Trail,

177

Code Compliance, Community Engagement and Moderate Income Housing

178

00:42:34

179

- Economic Development

181

- o City Center Plan – City Planner Alikea Murphy

182

00:48:35

183

- o Gateway Signs – Matt Dixon

184

00:51:58

185

186 **VII. REPORTS/DIRECTION TO CITY MANAGER**

187

A. City Council Members

188

Council Member Peterson - nothing to report

189

Council Member Stephens - 00:54:35

190

Council Member Smyth - 00:55:31

191

Council Member Howe - 00:56:25

192

B. Mayor Pro Tem 00:57:44

193

C. City Manager nothing to report

194

195

196 **VIII. ADJOURN**

197

- At 7:0 pm, Mayor Porter called for a motion to adjourn

198

00:58:14

Council Member Smyth so moved, followed by a second from Council Member Peterson. The voice vote was unanimous in favor of the motion.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session and Council Meeting held Tuesday, July 21, 2026.


Leesa Kapetanov, City Recorder

Date Approved by the City Council

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ATTACHMENT A

Handout from Public Works Director Jon Andersen on Signal Light at 40th and Madison



MEMORANDUM

To: Jon Andersen, Public Works Director, South Ogden City
From: Jory Wahlen, PE, Wasatch Civil Consulting Engineering
Date: July 14, 2026
Re: 40th Street & Madison Avenue Traffic Signal, Project Status Update

Purpose

This memo summarizes where the 40th and Madison signal stands, what has affected the schedule, and the path to construction.

Current Status

The signal design from ATRANS (Joe Perrin) is nearly complete. One remaining iteration is needed to incorporate our site plan, which addresses the pedestrian ramps, utility conflicts, and sidewalks at the intersection. In parallel, we are coordinating the power and joint-use pole relocations and finalizing right-of-way, which consists of the two corner-clip acquisitions the intersection requires.

Schedule Factors

We had targeted completion for the 2025-2026 school year and did not meet that date. Two factors drove the delay, and they had to be resolved in sequence rather than concurrently.

First, the utility coordination at the intersection took longer than anticipated. Rocky Mountain Power owns the poles, but those poles also carry communication lines owned by other utility companies, so relocating them requires coordination with each of those utilities in addition to RMP. That coordination is ongoing.

Second, we could not finalize right-of-way until the pole and power scope was confirmed. The pole locations, controller cabinet, and pedestrian crossings all depend on the final utility configuration at the corners, and finalizing the acquisitions beforehand would have required redrawing them. That dependency is what extended the schedule.

Path to Construction

The remaining pre-construction tasks are the final design iteration, completing the utility coordination, and finalizing right-of-way. Once those are complete, the project moves into procurement. Based on the current status of the right-of-way documents, I anticipate advertising the project for bid in

approximately three months, followed by roughly one month of bidding and another month to award the contract. On that schedule, we expect a contractor under contract by the end of the year, with construction to follow.

Two items are worth noting looking ahead. First, once construction begins, the actual field relocation of the poles and power is performed by RMP and the other utilities on those poles. Their relocation timelines have been slow throughout this project, and that work is outside our control. Second, the signal equipment carries long material lead times. The City can order the parts through the State once we provide the parts list, and we have held off on that order until right-of-way is underway. These are the most likely factors to affect the construction schedule, and we will stay ahead of them as the project moves forward.

Funding

We have submitted a request to WACOG for Weber County Local Transportation Funds to help fund the project. Those funds are currently programmed for the 2028-2029 cycle, which is why the application figures run high; they are escalated for inflation out to that year. Finalizing the design and right-of-way gives the City a strong case to move that funding ahead of the programmed year.

School-Year Considerations

I recognize the priority has been to establish the crossing on 40th before the fall school term, particularly with students north of 40th now walking since the district discontinued busing. Given the procurement timeline, with a contractor expected under contract by the end of the year, the improvements will not be constructed in time for the coming fall term. We are keeping the remaining design and right-of-way work moving so the project reaches procurement without further delay, and we will pursue construction as early as practical once a contractor is on board. We will keep you updated as the work progresses.

Please contact me with any questions.



Jory Wahlen, PE

Wasatch Civil Consulting Engineering
1150 Depot Drive, Suite 225, Ogden, UT 84404
801-668-7186 | jory@wasatchcivil.com



MINUTES OF THE SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, AUGUST 4, 2026 IN THE COUNCIL ROOM

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Mike Howard, Jeanette Smyth, Doug Stephens, Jeremy Howe, and Clayton Peterson

Note: Council Member Peterson attended the meeting electronically

STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Public Works Director Jon Andersen, Communications and Events Manager Danielle Bendinelli, Planner Alika Murphy, Code Compliance Officer Guillermo Garcia, and Recorder Leesa Kapetanov

MEMBERS OF THE PUBLIC PRESENT

Bryant Kunz, Jim Pearce, Robin Holly, Bruce and Joyce Hartman, Devin Allen

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link:

https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC260804_1656.mp3?t=202608061521210 or by requesting a copy from the office of the South Ogden City Recorder.

Before the meeting began, the city recorder passed a copy of the **Proposed Property Tax Impact Schedule** and the **Weber County Notice of Proposed Tax Increases** to all members of the public present.

I. OPENING CEREMONY

A. Call To Order

- Mayor Porter called the meeting to order at 6:03 pm. He explained that Council Member Peterson would be joining the meeting via the Zoom meeting app. He then called for a motion to begin the meeting. 00:00:00

Council Member Howe so moved. The motion was seconded by Council Member Howard. In a voice vote Council Members Howard, Smyth, Stephens, Howe and Peterson all voted aye.

37 **B. Prayer/Moment of Silence**

- 38 • The mayor led those present in a moment of silence
- 39

40 **C. Pledge Of Allegiance**

- 41 • Council Member Howard led everyone in the Pledge of Allegiance
- 42

- 43 • The mayor explained that only comments on the proposed tax increase and the budget would
44 be accepted during the public hearings

45 00:01:05

- 46 • Mayor Porter invited Finance Director Peter Anjewierden to explain about the proposed
47 property tax increase 00:01:41

- 48 • Mr. Anjewierden stated the following during his presentation:

49 o That the public hearing was properly noticed and advertised in accordance with
50 state statute 00:02:44

51 o That the link to join the public hearing virtually was provided on the city's website
52 the previous week 00:02:50

53 o That all the required information, much of which would be discussed that evening,
54 was available on the City's website, southogdencity.gov.

55 00:03:01

- 56 • Finance Director Anjewierden then reviewed the following items on the Proposed Property
57 Tax Impact Schedule, which besides being handed out to all members of the public, was
58 also projected on a screen so everyone present could see it (see Attachment A):

59 o The estimated tax rate shown on the schedule was .002694117, but after information
60 was provided by the county, it ended up being .0024170.

61 00:07:33

62 o The estimated proposed tax increase had been 10.39%, but after precise information
63 was received, was actually calculated to be 10.3%

64 00:07:57

65 o The amount of revenue generated by the increase would be \$476,331

66 00:08:11

67 o The revenue from the property tax increase would be used for a new fire engine
68 (\$281,300), replacement or repair of sidewalks (\$50,000), operational needs for
69 parks maintenance (\$100,000), and new police cars (\$45,000)

70 00:08:26

- 71 • Mr. Anjewierden reviewed the Weber County Notice of Proposed Tax Increases, showing
72 how South Ogden compared with other taxing entities in Weber County. This was also
73 projected so everyone present could view it. See Attachment B.

74 00:12:36

75

- Mayor Porter called for a motion to enter into a public hearing to receive and consider comments on a proposed increase to South Ogden City's portion of property taxes

00:16:54

Council Member Smyth so moved, followed by a second from Council Member Howard. The voice vote was unanimous in favor of the motion.

II. PUBLIC HEARINGS

To Receive and Consider Comments on the Following Items:

A. Possible Increase to South Ogden City's Portion of Property Taxes

- The mayor invited those who wished to comment on the proposed increase on property taxes to come forward. He also advised those online to raise their hand if they wanted to comment.

Robin Holly –

00:17:32

Spoke against a raise in property taxes

Devin Allen -

00:19:05

Asked that alternative ways besides taxes be looked at to get funds

No one else present or online wished to comment. Mayor Porter called for a motion to close the public hearing.

00:20:21

Council Member Howe so moved. The motion was seconded by Council Member Howard. All in attendance voted aye.

B. FY2027 Budget

- Mayor Porter called for a motion to open a public hearing for the FY2027 budget

00:21:00

Council Member Howe so moved. Council Member Smyth seconded the motion. The voice vote was unanimous.

The mayor invited anyone who wished to comment on the budget to come forward or raise their hand online. No one came forward and no one online raised their hand. Mayor Porter called for a motion to close the public hearing.

00:21:11

Council Member Howe so moved, followed by a second from Council Member Smyth. The voice vote was unanimous in favor of the motion.

119 **III. DISCUSSION/ACTION ITEMS**

120 Consideration of **Resolution 26-21** – Adopting the FY2027 Final Budget

- 121 • Comments on the tax increase by Mayor Porter
122 00:22:07
123 • Questions/Discussion by Council 00:22:58
124 • Comments by City Manager Matt Dixon
125 00:25:19
126 • Mayor Porter called for a motion to approve Resolution 26-21
127 00:30:52
128

129 **Council Member Smyth so moved, followed by a second from Council Member Peterson.**
130 **After determining there was no further discussion, the mayor called the vote:**
131

Council Member Howard-	Yes
Council Member Smyth-	Yes
Council Member Stephens-	Yes
Council Member Howe-	Yes
Council Member Peterson-	Yes

137
138 **The FY2027 Final Budget was adopted.**
139
140
141

142 **IV. ADJOURN**

- 143 • At 6:34 pm, Mayor Porter called for a motion to adjourn the meeting
144 00:31:29
145

146 **Council Member Howe so moved, followed by a second from Council Member Howard. All**
147 **members of the council voted unanimously to adjourn the meeting.**
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157 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session
158 and Council Meeting held Tuesday, August 4, 2026.
159

160 
161 Leesa Kapetanov, City Recorder

Date Approved by the City Council

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ATTACHMENT A

Proposed Property Tax Impact Schedule

SOUTH OGDEN CITY PROPOSED PROPERTY TAX IMPACT SCHEDULE

South Ogden City will consider an increase to its property tax rate from .002455 (preliminary) to .002694117 (estimated) to generate an additional \$476,300. The following information is intended to provide decision makers and the public an explanation of how the City's operations would be impacted if the proposed tax increase is adopted.

South Ogden City's Current Property Tax Rate (Preliminary)	0.002455
South Ogden City's Current Property Tax Revenue	\$ 4,583,958
South Ogden City Estimated Property Tax Revenue	\$ 5,060,258
Proposed Revenue with Tax Change	\$ 476,300
Estimated Increase to South Ogden City Property Tax Revenue	10.39%
Estimated Increase to Primary Residence of \$483,000	\$ 67.76
Estimated Increase to a Business Valued at \$483,000	\$ 123.20

HOW FUNDS FROM INCREASED PROPERTY TAXES WILL BE SPENT

Affected Department	Proposed Budget	Budget Without Change	Budget Change	Budget Line Item
Fire	\$ 281,300	\$ 0	\$ 281,300	10-80-160
To meet national fire safety standards, the city must replace fire engines on a regular basis. It takes four years to build a fire engine, and the city must commit to its purchase before the manufacturer will begin the build. The city will reserve 25% of a new fire engine's cost annually over the next four years. (Strategic Plan Initiatives 2.1 & 2.3)				

Affected Department	Proposed Budget	Budget Without Change	Budget Change	Budget Line Item
Public Works	\$ 100,000	\$ 50,000	\$ 50,000	10-60-725
Many of the city's sidewalks are in need of replacement or repair. Funds from increased property taxes will be used for annual funding for sidewalk replacement and maintenance. (Strategic Plan Initiative 3.2)				

Affected Department	Proposed Budget	Budget Without Change	Budget Change	Budget Line Item
Capital Improvement for Parks	\$ 150,000	\$50,000	\$ 100,000	10-70-750
Due to recent park improvements, the city's operational needs to maintain them has increased. The city will increase annual funding for these operational needs. (Strategic Initiative 4.1)				

Affected Department	Proposed Budget	Budget Without Change	Budget Change	Budget Line Item
Police Fleet	\$ 45,000	\$ 0	\$ 45,000	10-55-750
Police vehicles receive hard use and must be replaced on a regular basis to be safe. The requested additional funding will be used to replace some of the police vehicles. (Strategic Initiatives 2.1 & 2.3)				

Total Increase to General Fund: \$ 476,300

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ATTACHMENT B

Weber County Notice of Proposed Tax Increases

WEBER COUNTY NOTICE OF PROPOSED TAX INCREASE

The following taxing entities are proposing to increase property tax revenue within WEBER COUNTY. Data is based on the taxing entity's average value shown below.
The same value is used for both residential and commercial property. Concerned citizens are invited to attend the public hearings listed.

FOR FURTHER INFORMATION CONTACT THE INDIVIDUAL ENTITIES AT THE NUMBERS SHOWN BELOW.

Entities Proposing a Tax Increase	Average Market Value	If approved, tax will increase			Additional Ad Valorum Tax Revenue	% Increase if Proposed Tax Increase is Approved	Public hearing information		
		From:	To:				Date/Time	Location	Phone:
HARRISVILLE CITY	\$433,000	Residential:	\$365.32	\$373.18	\$24,132	2.12%	Aug 04,2026 7:00 PM	363 W Independence Blvd Harrisville	801-782-4100
		Commercial:	\$664.22	\$678.51					
HOOPER CITY	\$630,000	Residential:	\$95.98	\$140.68	\$128,000	46.55%	Aug 06,2026 6:00 PM	5580 W 4600 S Hooper	801-732-1064
		Commercial:	\$174.51	\$255.78					
ROY CITY	\$439,000	Residential:	\$388.25	\$601.69	\$2,807,745	54.94%	Aug 11,2026 6:00 PM	5051 S 1900 W Roy	801-774-1000
		Commercial:	\$705.91	\$1,093.99					
SOUTH OGDEN CITY	\$497,000	Residential:	\$660.69	\$728.75	\$476,331	10.30%	Aug 04,2026 6:00 PM	3950 South Adams Ave South Ogden City	801-622-2700
		Commercial:	\$1,201.25	\$1,325.00					
WASHINGTON TERRACE CITY	\$431,000	Residential:	\$376.91	\$402.27	\$98,100	6.73%	Aug 04,2026 6:00 PM	5249 South 400 East Washington Terrace	801-393-8681
		Commercial:	\$685.29	\$731.41					
WEBER BASIN WATER CONSERVANCY	\$533,000	Residential:	\$54.82	\$58.63	\$476,649	6.99%	Aug 24,2026 6:30 PM	2837 E Hwy 193 Layton	801-771-1677
		Commercial:	\$99.67	\$106.60					
NORTH VIEW FIRE DISTRICT	\$553,000	Residential:	\$332.74	\$364.98	\$493,424	9.73%	Aug 03,2026 6:00 PM	315 E. 2550 N. North Ogden	801-782-8159
		Commercial:	\$604.98	\$663.60					

*Additional Ad Valorum Tax Revenue does not include amount from Judgment Levies.

**This list is for informational purposes only and should not be relied on to determine a taxpayer's property tax liability. For specific property tax liability information the taxpayer should review their "Notice of Valuation and Tax Change".



MINUTES OF THE
SOUTH OGDEN CITY
COMBINED CITY COUNCIL/
PLANNING COMMISSION
WORK SESSION

THURSDAY, MARCH 12, 2026

WORK SESSION – 6 PM IN EOC ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Mike Howard, Jeanette Smyth, Doug Stephens, and Clayton Peterson

PLANNING COMMISSION MEMBERS PRESENT

Adam Ritchie, Katy Wahlquist, Norbert Didier, Pete Caldwell, Brian Mitchell, and Robert Bruderer

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Public Works Director Jon Andersen, Finance Director Peter Anjewierden, Fire Chief Cameron West, Planner Alikea Murphy, and Recorder Leesa Kapetanov

OTHERS PRESENT

Consultant Nathan Davies from Downtown Redevelopment, Tim Watkins from Wasatch Front Regional Council,

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:

https://cms7files.revize.com/southogdennew/document_center/Sound%20Files/2026/CC_P_C260312_1702.mp3?t=202604241144080 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- At 6:05 pm, Mayor Porter called for a motion to begin the work session
00:00:00

Council Member Howard so moved, followed by a second from Council Member Smyth. Council Members Howard, Smyth, Stephens, Howe, and Peterson voted aye.

37
38
39 **II. DISCUSSION**

40 City Center Plan- Nathan Davies from Downtown Redevelopment Services

- 41 • Mr. Davies gave a visual presentation. See Attachment A. During the presentation, he
42 also had those present fill out a questionnaire. See Attachment B. Questions and comments
43 by the City Council and Planning Commissioners were taken throughout the presentation

44 00:01:51
45
46

47 **III. ADJOURN**

- 48 • At 7:33 pm, Mayor Porter called for a motion to adjourn the work session

49 01:29:54
50

51 **Council Member Peterson so moved, followed by a second from Council Member Smyth. All**
52 **present voted aye.**
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71 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Combined
72 City Council/Planning Commission Work Session held Tuesday, March 12, 2026.
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74 
75 Leesa Kapetanov, City Recorder

Date Approved by the City Council

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ATTACHMENT A

Visual Presentation by Nathan Davies

South Ogden City Center Master Plan

3/12 PC/CC Joint Ideation Workshop



Contents

1 INTRODUCING THE PROJECT

2 DEVELOPMENT OPPORTUNITY FRAMEWORK

3 MARKET AND FINANCIAL FRAMING

4 HEIGHT AND INTENSITY GUARDRAILS

5 THREE SCENARIOS

6 CONNECTIVITY EXERCISE

7 STREETScape DIRECTION

8 POLICY SUMMARY

SOUTH
OGDEN

Welcome and Purpose

What is the Project?

A small area plan defining land use and redevelopment direction for the South Ogden City Center.

What is the Purpose?

Gather direction on height, intensity, connectivity, and streetscape before scenarios are prepared.



SOUTH
OGDEN

Why This Matters?

The City Center is a General Plan top priority, making this a pivotal moment to shape its future and align expectations early.

Key Highlights

- Identified as a General Plan priority for strategic investment.
- Opportunity to define the City Center's long-term direction.
- Early alignment reduces risk and redesign later.



SOUTH
OGDEN

What We Need From You

Tonight's direction will directly shape how the scenarios are refined and finalized. Clear guidance from you will establish the framework for that refinement, and we're seeking your feedback on the following:



Project Roadmap

- Existing Conditions completed
- Development Opportunities identified
- Scenario modeling underway
- Preferred Scenario + Implementation next



Major Infill Areas (Scenarios A and B)

This map is also on Page 2 of the handout. Please review the parcels in this scenario and be ready to answer questions on Page 3.



Expanded Areas (Scenario C)

Turn to Page 3 of the handout and answer targeted questions about the parcel selection in each scenario.



Turn to Page 3 of the handout and answer targeted questions about the parcel selection in each Scenario.

Why Intensity Matters

Intensity determines housing capacity, fiscal performance, infrastructure feasibility, return on investment, and the level of amenities private development can reasonably deliver. **Turn to Page 4 of your handout, and we will review it.**

Higher Intensity

- Accommodates more housing units
- Expands employment opportunities
- Lower individual tax burden
- Supports developer-provided amenities

Lower Intensity

- Reduced housing capacity
- Less activity and traffic
- Higher individual tax burden
- Limits amenity expectations

Lower Intensity



Higher Intensity



**SOUTH
ODEN**

Height Bands Under Consideration



2 Stories

- Similar heights to existing small buildings in the project area
- Minimal visual and fiscal change
- Appropriate near neighborhoods



4 Stories

- Moderate increase in housing and activity
- Fits along main roads
- Transition between low and higher areas

Height Bands Under Consideration



6 Stories

- Potentially confined to the City Center core
- Supports mixed-use redevelopment on key parcels
- Can use topography to reduce visibility



8 Stories

- Potentially limited to the central core only
- Maximizes housing and tax base
- Provides the most amenities
- Topography can help screen height from neighbors

Distribution of Heights

Discussion - Please reference Page 5 of your handout and respond to:

- Where could taller buildings be appropriate?
- Should height step down toward single-family residential on the edges of the City Center area?



Design Considerations in Height

Setback: Distance between building and property line

- Larger setbacks allow landscaping, wider sidewalks, and plaza space

Stepback: Upper floors pushed back from lower floors

- Stepbacks reduce how tall the building feels at street level



Turn to Page 6 of your handout and check off the boxes which design considerations would make you feel comfortable with taller buildings.

Land Uses and Colors

- Townhouse (Yellow) - Exterior-oriented attached housing units with individual entrances.
- Multifamily (Orange) - Apartments or condos with multiple units in one building.
- Office (Light Purple) - Workspace for businesses, services, and professional firms.
- Commercial (Red) - Retail, dining, and service businesses serving residents and visitors.

LEGEND

- Townhouse
- Multifamily
- Commercial
- Office



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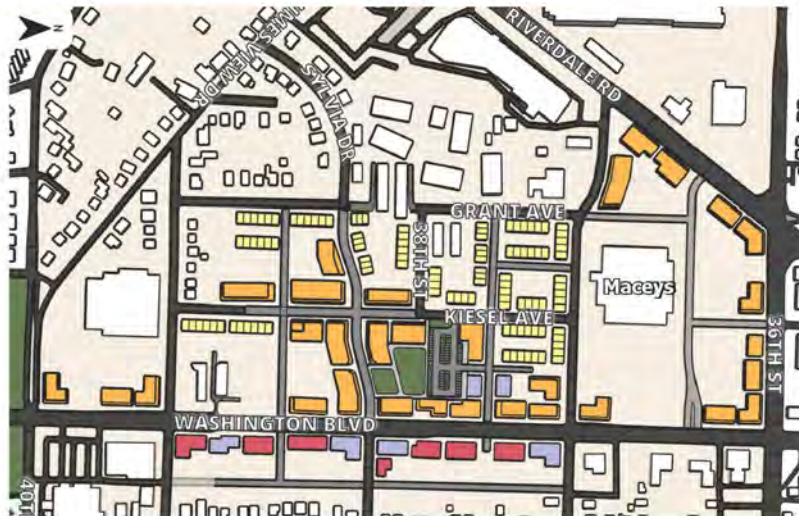
Scen. A - Preservation Focused Infill

- 3–6 stories at key nodes
- Mixed-use buildings along Sylvia Dr/38th St and Kiesel Ave
- Preserves key existing uses outside of the core site
- Introduces mixed-use retail, office, and multifamily development
- 469 new multifamily units and 110 new townhomes

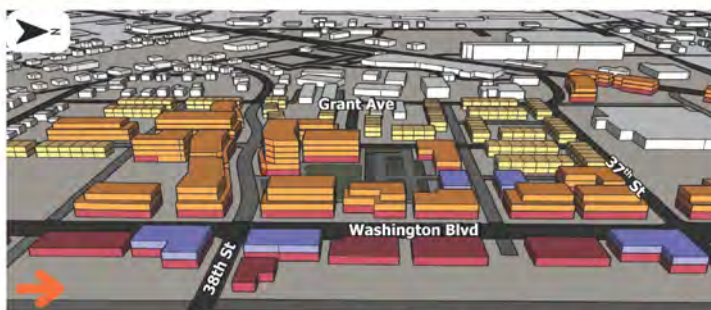


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Scen. A - Preservation Focused Infill



Scen. A - Preservation Focused Infill



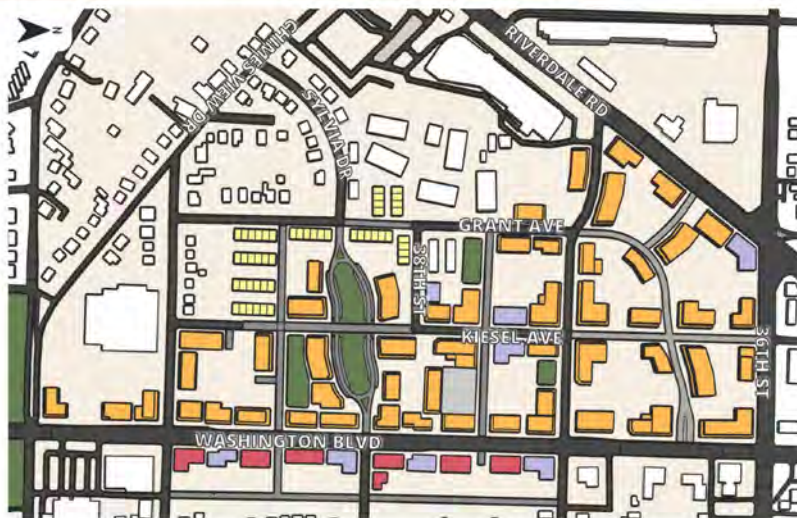
Scenario B - Middle Redevelopment

- 4–6 stories at key nodes, an increase in density with expanded retail
- Preserves existing apartments and townhomes
- New boulevard with 100-ft wide greenspace connecting Sylvia Dr to 38th St
- Establishes a defined City Center spine east of Washington Boulevard
- 880 new multifamily units and 48 new townhomes



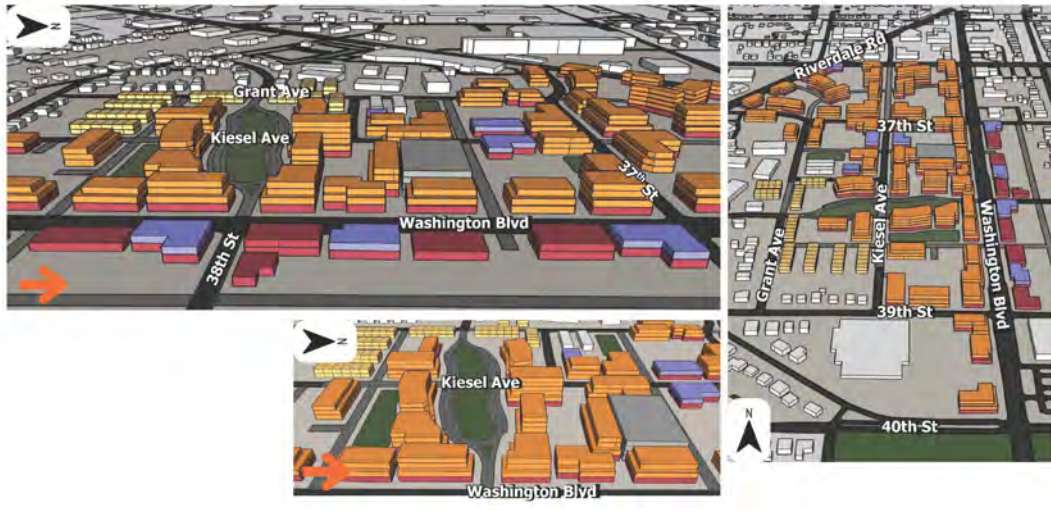
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Scenario B - Middle Redevelopment



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Scenario B - Middle Redevelopment

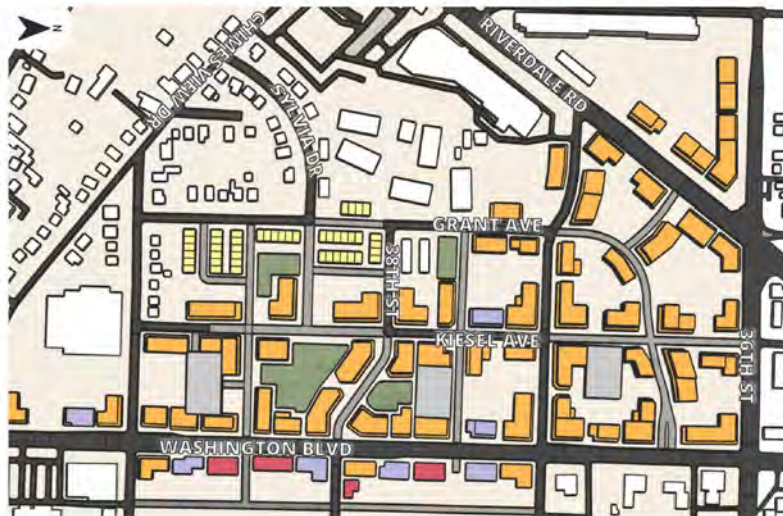


Scenario C - Complete Redevelopment

- 6–8 stories at key nodes, such as the Big Lots and Macey's sites
- Expanded redevelopment footprint, including parcels NW of Riverdale Road
- Most expansive mixed-use buildout of the 3 scenarios
- Extends Kiesel and Grant Avenues as 38th Street through site
- 1,408 new multifamily units and 44 new townhomes

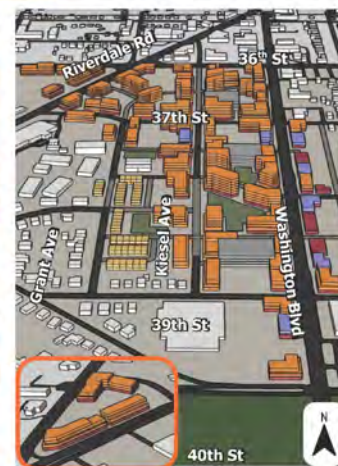


Scenario C - Complete Redevelopment



SOUTH
OGDEN

Scenario C - Complete Redevelopment



SOUTH
OGDEN

Scenario Comparison

Which direction aligns with your comfort level?



Connectivity & Block Structure

Street and pathway connections will determine how the City Center functions over time. New links can break up large blocks, improve access, and support redevelopment while maintaining traffic flow.

New roadway connections may:

- Break up oversized parcels to support redevelopment
- Improve circulation and reduce pressure on main roads
- Create safer, clearer intersections
- Improve access to parking and future development sites

On Page 15: Draw where you would like to see new or extended roadway connections within the City Center.



Bike and Pedestrian Connections

Improved walking and biking routes may:

- Connect neighborhoods to the core
- Create safer crossings across Washington Blvd.(UDOT Road), Riverdale Rd. (UDOT Road), 36th St., and 40th St.
- Provide mid-block pedestrian links
- Support future trails, micromobility, and transit access

On Page 16: Draw lines where you would like to see new pedestrian paths, bike routes, or safer crossings throughout the City Center.



SOUTH
OGDEN

Potential Pedestrian Improvements

On Page 17 of your handout, rank the following 1-7, with 1 being the most preferred.



SOUTH
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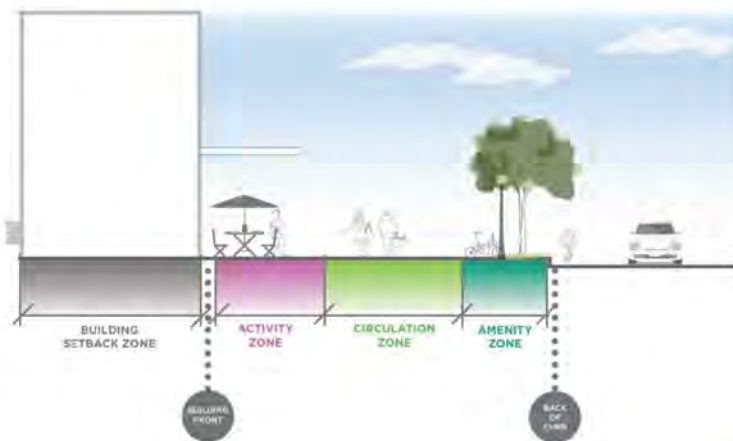
Potential Bicycle Improvements

On Page 17 of your handout, rank the following 1-6, with 1 being the most preferred.



Streetscape Overview

- Example street section shows zones between buildings and curb
- Each zone serves a specific circulation or activity function
- Some zones may take precedence depending on location and goals
- Design must balance pedestrians, cyclists, vehicles, and transit
- Objective is a functional and coordinated street environment



Local Streets vs UDOT Roads

While UDOT operates within its own standards and manuals, the City can bring forward specific, targeted improvement requests.

Potential UDOT Requests:

- Safer, shorter crossings
- Signal and speed adjustments
- Sidewalk widening where feasible

City-Controlled Elements (Local ROW):

- Trees and streetscape character
- On-street parking and traffic calming
- Internal street connections



What specific improvements should the City request from UDOT along their corridors (Riverdale Road and Washington Blvd)? (Page 17 of handout)

SOUTH
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What Happens Next?

The Planning Commission and City Council workshop provides direction before formal scenario refinement begins.



SOUTH
OGDEN



123

Not Approved



MINUTES OF THE
SOUTH OGDEN CITY
COMBINED CITY COUNCIL/
PLANNING COMMISSION
WORK SESSION

THURSDAY, MAY 26, 2026

WORK SESSION – 6:00 PM IN EOC ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Jeanette Smyth, and Jeremy Howe

PLANNING COMMISSION MEMBERS PRESENT

Norbert Didier, Brian Mitchell, Adam Ritchie and Rob Bruderer

STAFF MEMBERS PRESENT

Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Fire Chief Cameron West, City Planner Alika Murphy, Communications and Events Manager Danielle Bendinelli, and City Manager Matt Dixon

OTHERS PRESENT

Melissa Fryer and Ryan Wallace from MHTN Architects
Benjamin Levenger with Downtown Redevelopment Services (DTRE) (attended online)
Tim Watkins with Wasatch Front Regional Council

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:

cms7files.revize.com/southogdennew/document_center/SoundFiles/2026/CC_PC260312_1702.mp3?t=202604241144080

or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- At 6:11 pm, Mayor Porter called for a motion to begin the work session

00:00:23

Council Member Howe so moved, followed by a second from Council Member Smyth. Council Members Smyth and Howe voted aye.

II. DISCUSSION ITEMS

- A. City Center Plan Scenario Refinement Workshop. See Attachment A.- Melissa Fryer from MHTN Architects turned the time over to Ben Levenger to present the City Center Plan Scenario

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00:01:43

- Presentation covered Existing Conditions, Public Engagement Highlights, Assessment/Goals/ Recommendations and Market Analysis, Conceptual Design Analysis and defined detailed areas.
- Time was then turned over to Melissa Fryer from MHTN Architects to present the conceptual map.

00:09:13

- Council Member Howe asked for timeline on the transition plan. Mr. Levenger explained it typically depends on how aggressively residents and council want to move forward with the project.

00:13:48

- Conceptual Map Presentation continued.

00:16:50

- Mayor Porter inquired about who typically maintains the community area and green spaces. Mr. Wallace and Mr. Levenger explained a few of the options they have seen.

00:28:38

- Conceptual Map Presentation continued.

00:30:05

- Following presentation, the group discussion revolved around focus and design priorities, building heights, street flow, green space, parking, pedestrian walkability and transportation hubs.

00:36:39

- Final conversation was on comfortability with public subsidies and what are the options. City Manager Matt Dixon defined what a public subsidy is and provided examples and how it could relate to this project.

00:54:20

- Next steps in the process will be to refining the scenarios and test them on June 8, 2026 during another public interactive workshop.

01:04:19

III. ADJOURN

- At 7:16 pm, Mayor Porter called for a motion to adjourn the work session

01:05:35

Council Member Howe so moved, followed by a second from Council Member Smyth. All present voted aye.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Combined City Council/Planning Commission Work Session held Thursday, May 26, 2026.


Leesa Kapetanov, City Recorder

Date Approved by City Council

Not Approved

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ATTACHMENT A

City Center Plan Scenario Refinement Workshop Presentation Slides

South Ogden City Center Master Plan

5/26 PC/CC Joint Preferred
Concept Session



Contents

1

PROJECT PROCESS

2

EXISTING CONDITIONS HIGHLIGHT

3

PUBLIC ENGAGEMENT HIGHLIGHT

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VISION & GOALS SYNOPSIS

5

MARKET ANALYSIS HIGHLIGHT

6

CONCEPTUAL DESIGN ANALYSIS

7

CIRCULATION & CONNECTIVITY

8

PREFERRED CONCEPTS

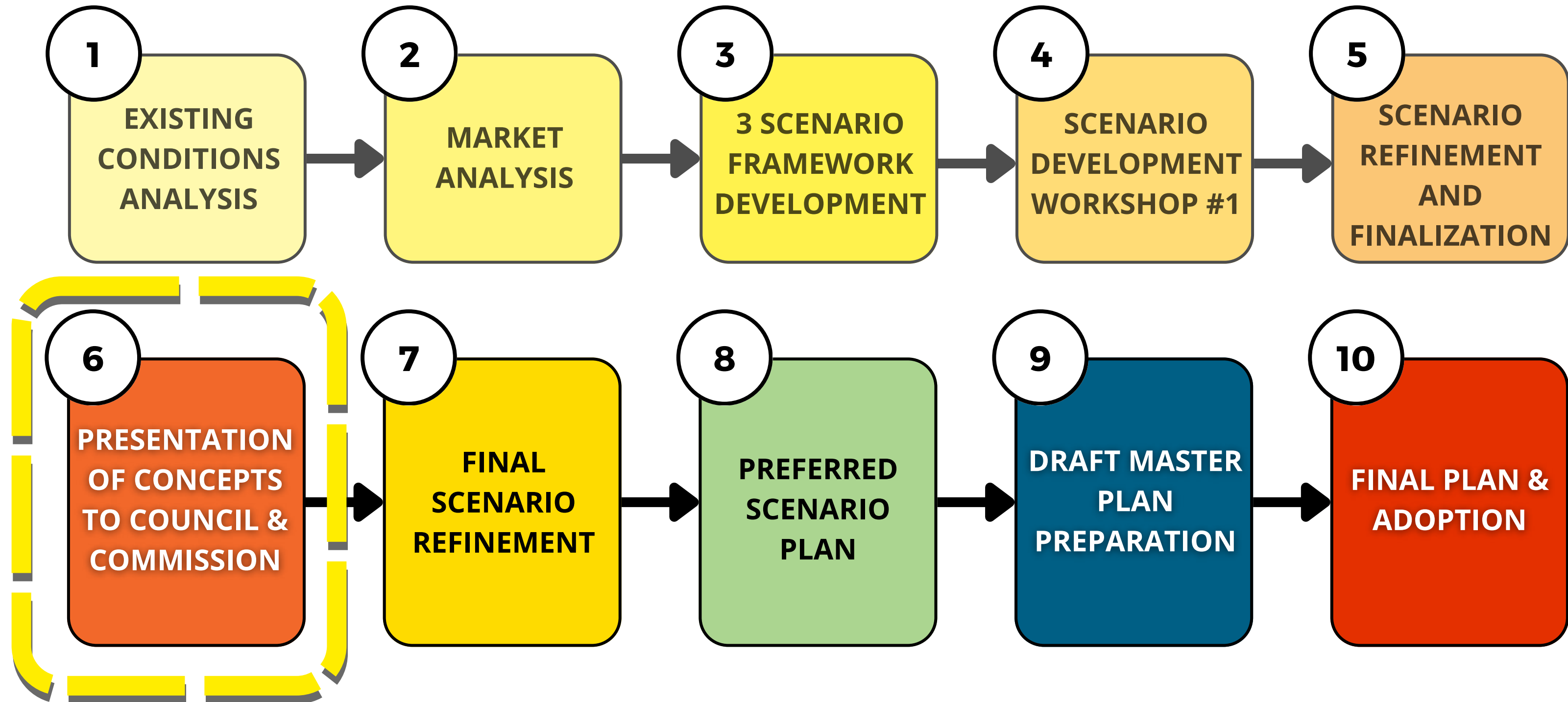
9

CORE TAKEAWAYS & IDEAS

10

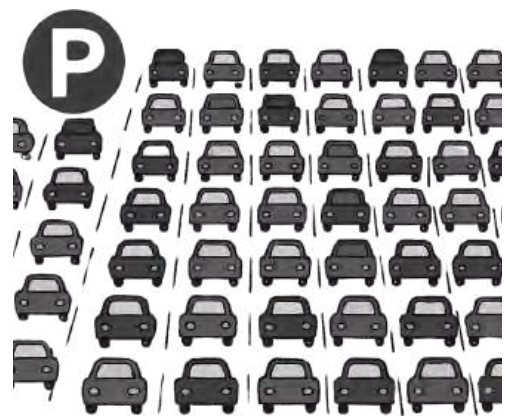
PRIORITIES & RECOMMENDATIONS

The Process



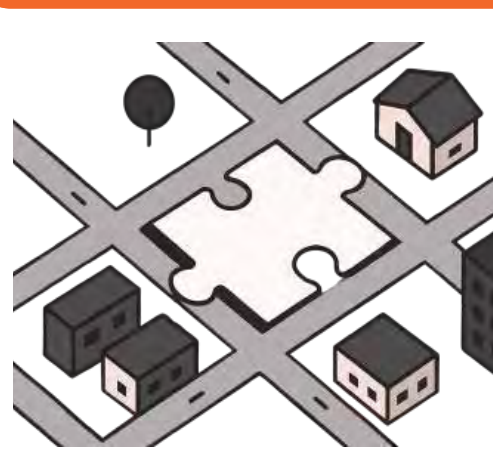
Existing Conditions Highlight

Built Environment



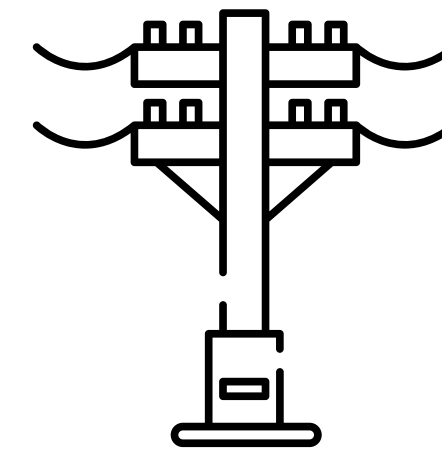
Underutilized auto-centric area with poor walkability.

Urban Design



Auto-oriented corridor with emerging civic activity and a weak identity.

Infrastructure



Established utilities with low flood risk & stormwater needs.

Transportation



Transit-served corridor limited by roadway barriers & little pedestrian access.

Real Estate



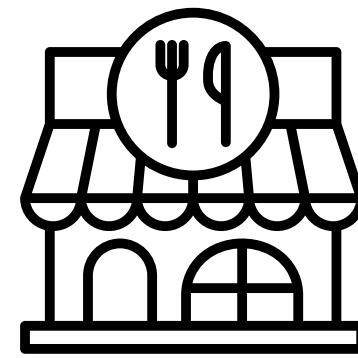
Residential neighborhoods with infill potential and limited housing options.

Public Engagement Highlight

Outreach Events Completed

- 1 1/14/26: Stakeholder Interviews
- 2 2/2/26: City Center Community Visioning Open House
- 3 3/12/26: PC/CC Joint Ideation Workshop
- 4 Feb. - March: SO Visioning Survey
- 5 4/22/26: City Center Conceptual Ideas Workshop

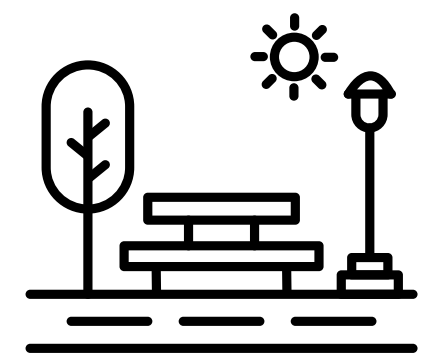
Feedback Highlights



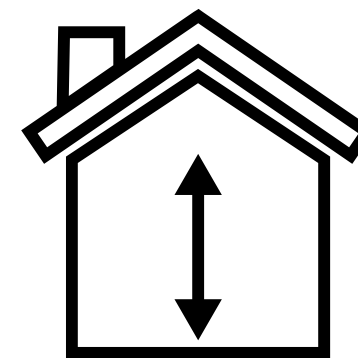
More dining and entertainment



Safer connected walkable streets



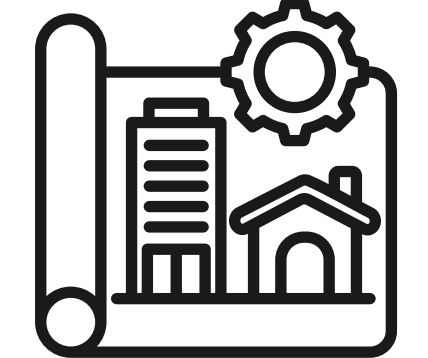
Create central gathering spaces



Preserve the city's character



A strong City Center identity



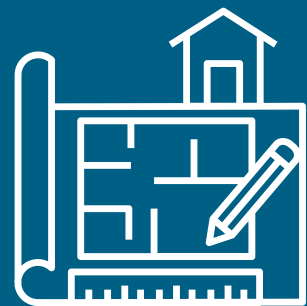
Mixed-use redevelopment

Vision and Goals Synopsis



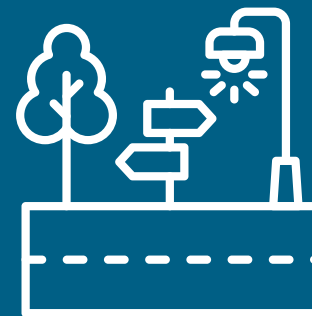
Overarching Vision Statement

South Ogden's City Center will grow into a vibrant, walkable heart of the community that serves those who live, work, and recreate there and welcomes visitors from across the Wasatch Front.



Development and Revitalization

The City Center will develop into a lively mix of housing, local businesses, and destinations that support everyday needs, attract visitors, and create a strong civic core.



Mobility and Circulation

The City Center will serve as a hub for people walking, rolling, driving, and taking transit so they can reach their destinations safely, comfortably, and conveniently.

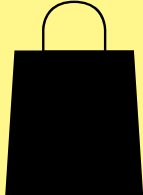


Community Character

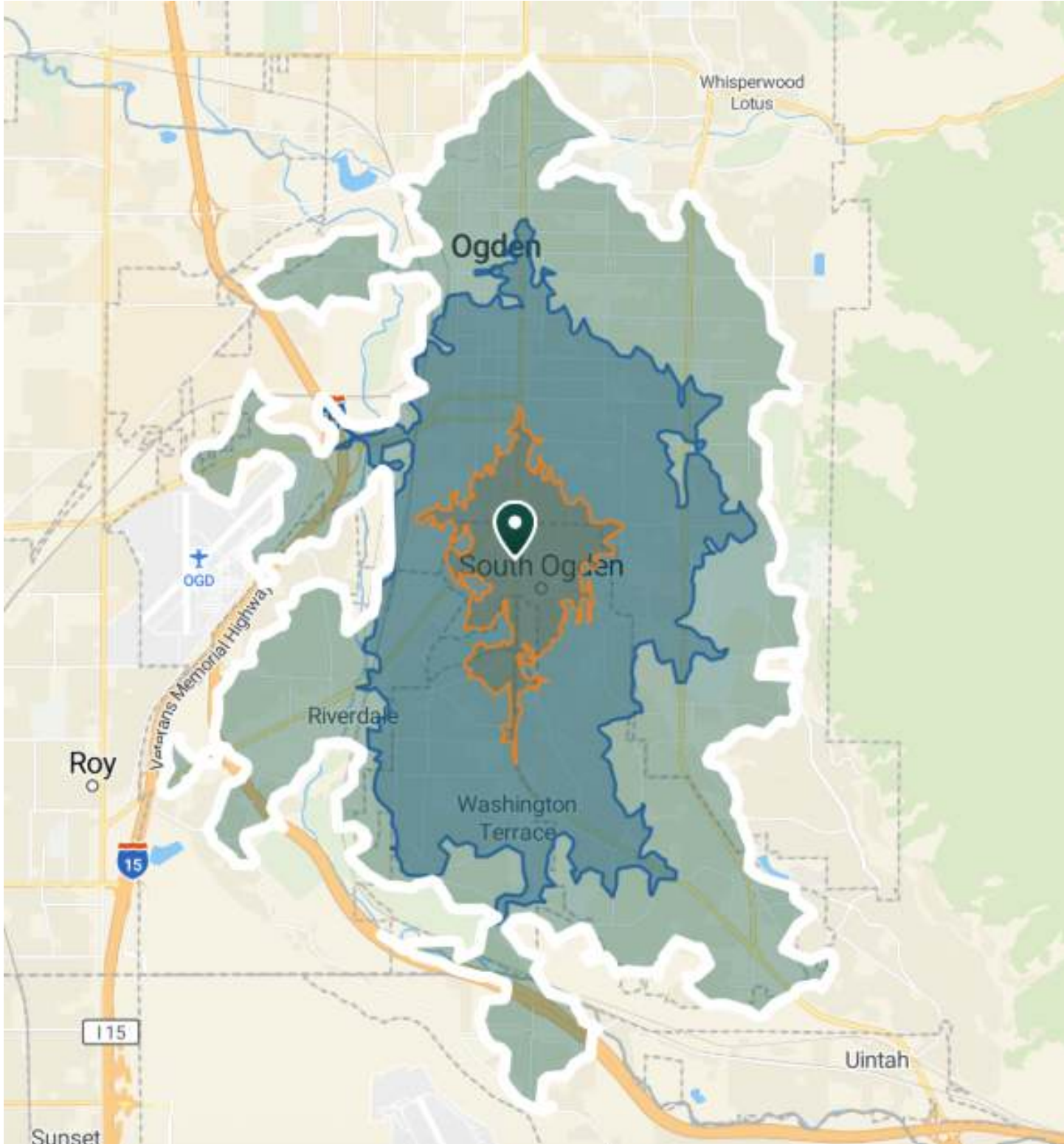
The City Center will define and anchor South Ogden's identity through well-designed buildings and signage, welcoming public spaces, and respect for community character.

Market Analysis Highlight

Outlined below is the amount of different types of commercial or retail amenities that can be absorbed into the downtown market.

			
Growth Per Resident	Retail	Restaurant	Activation
Potential Growth	23.32	3.28	1.59

This analysis is based on potential growth per person, within the City, including both city center development and existing population

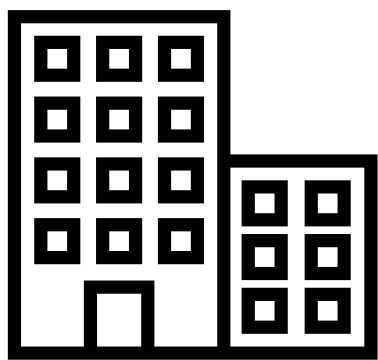


Conceptual Design Analysis

Option 1



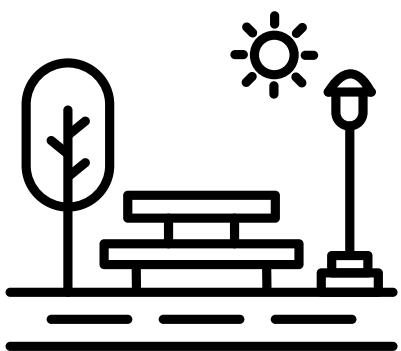
Feedback Results



2-5 stories preferred



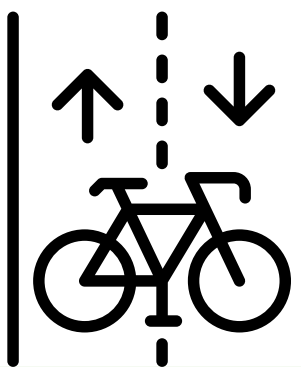
Kiesel ped-street supported



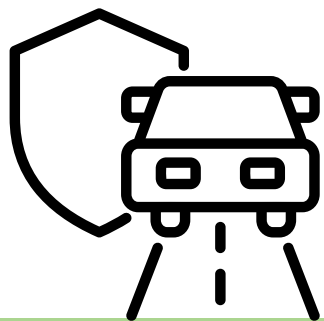
Central plaza highly supported



More architectural detail

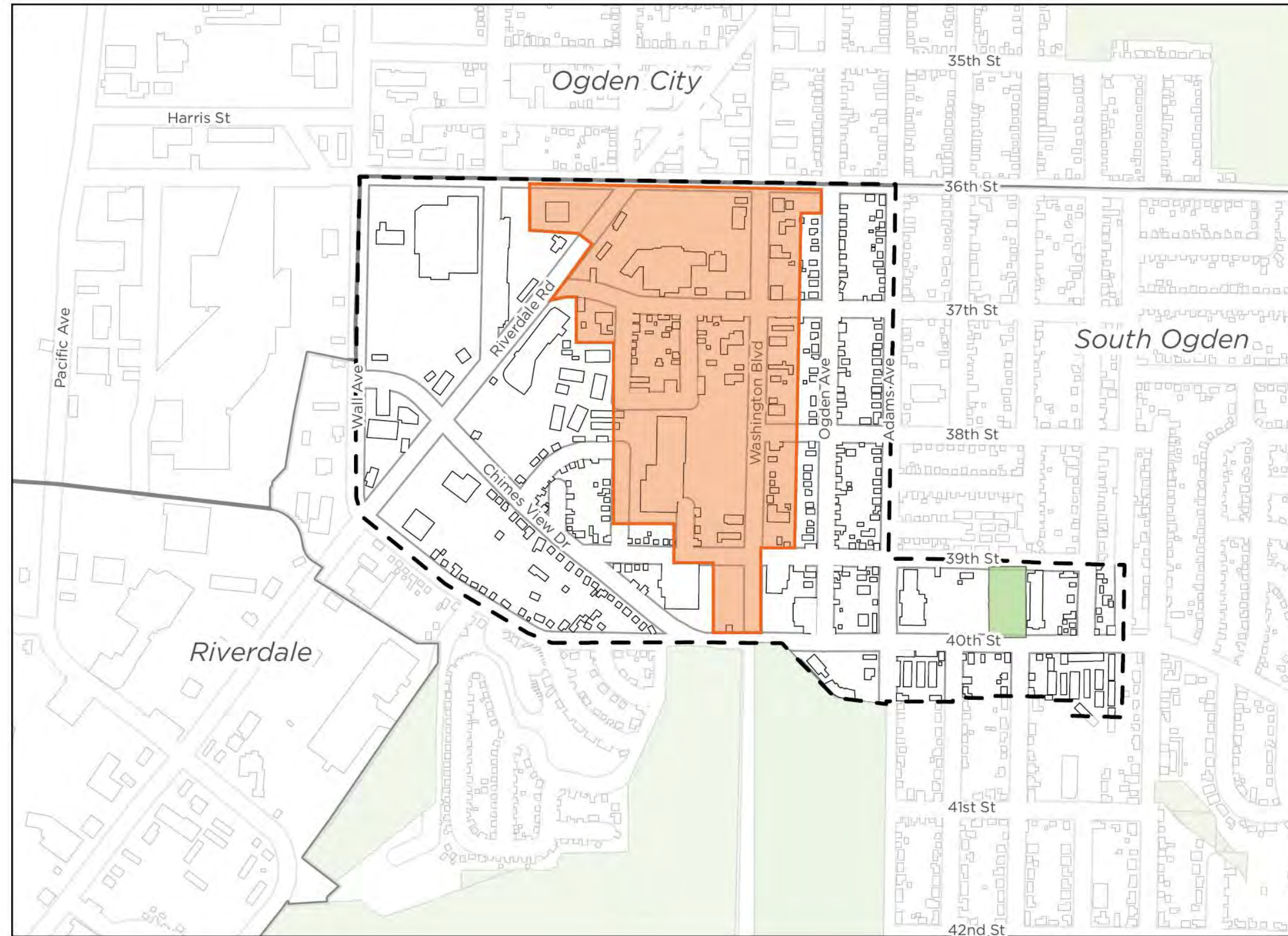


Extend bicycle infrastructure



Protected turn lane at 40th/ Washington

Project Area



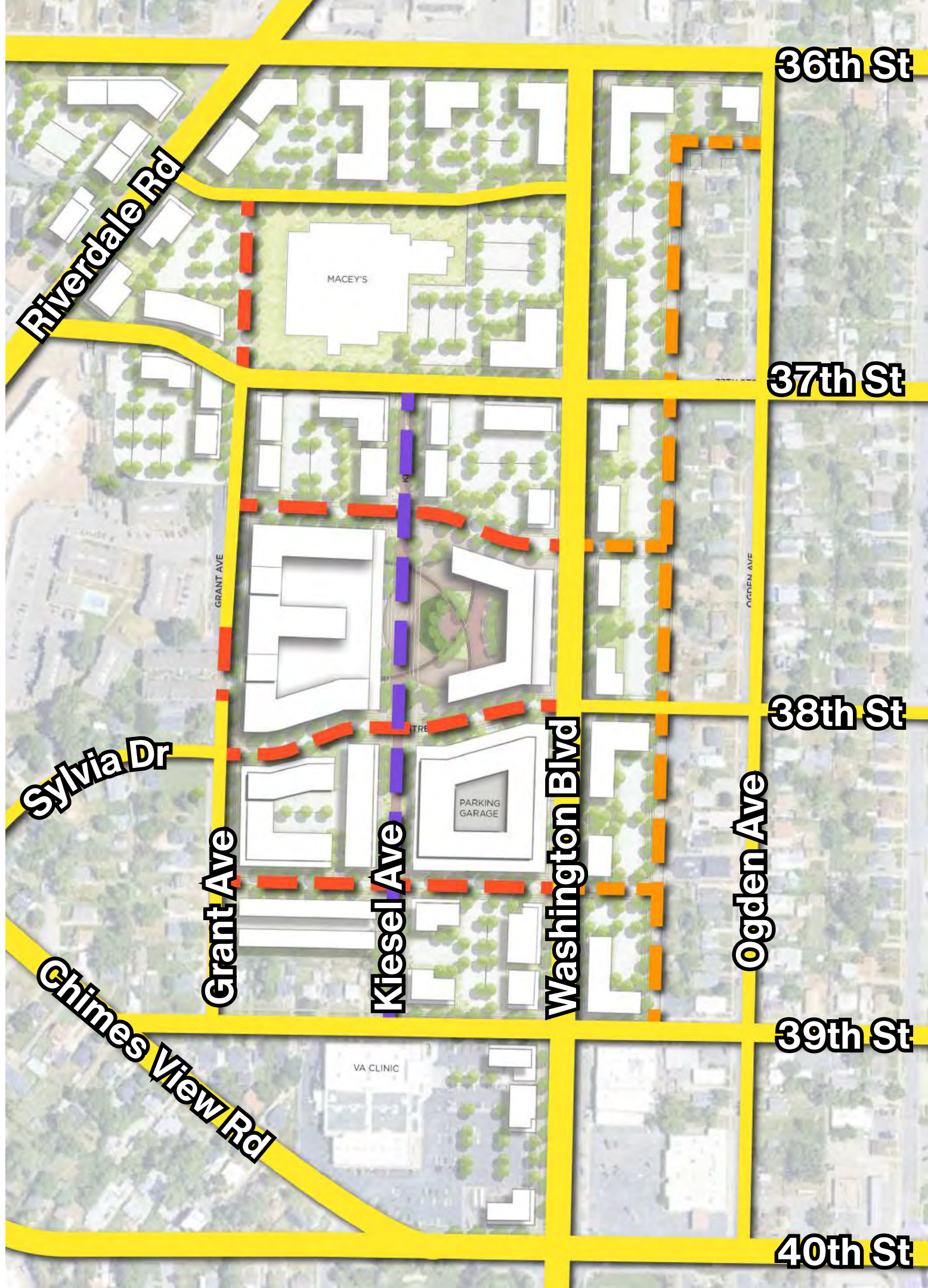
Preferred Concept Site Plan



Connectivity Map

Legend

-  New Shared Pedestrian Connection
-  New Vehicular Connections W/ Sidewalks
-  New Alley Connections W/ Sidewalks
-  Existing Road



Preferred Concept Views



View from Washington Blvd



View from Central Plaza

Key Ideas

Pedestrian-oriented development along critical corridors



Key Ideas

Pedestrian-oriented development along critical corridors, building stepbacks



Key Ideas

Public green space in the City Center



Architectural Materials



Brick Masonry (Primary Material)

Use for ground floor, street facing facades, corners



Fiber Cement Siding and Panels

Best for upper stories and mixed use residential over retail



Storefront Glazing

Critical for creating an active downtown environment

Architectural Materials - Accents



Metal Accents

Use sparingly to elevate quality without luxury-level cost



Wood/Wood-Look Accents

Adds warmth at the pedestrian level

Landscape



Water Wise

Limit lawn areas to locations where they serve a functional purpose, such as seating or play spaces. Otherwise, xeric plant materials should be prioritized and arranged to create landscapes that feel attractive and lush while minimizing water use.

Street Trees

Street trees play a vital role in the success of the downtown environment. Selecting a coordinated palette of tree species for different downtown areas, such as one or two species along a particular street and different species on others, can help establish distinct identities and create recognizable corridors throughout the district.

Core Takeaways & Ideas List

- **Connections (ROW preservation)**
 - Sylvia Drive to 38th Street
 - Pedestrianization (Woonerf design) of Kiesel
 - Connection of Grant
- Public green space in the City Center
- Pedestrian-oriented development along critical corridors
- Stepback of building facades after 3 stories
- On-street, parallel parking (where applicable)
- Multimodal transit hub in the City Center
- City to provide public subsidy



Priorities and Recommendations Ranking

Firm Priorities

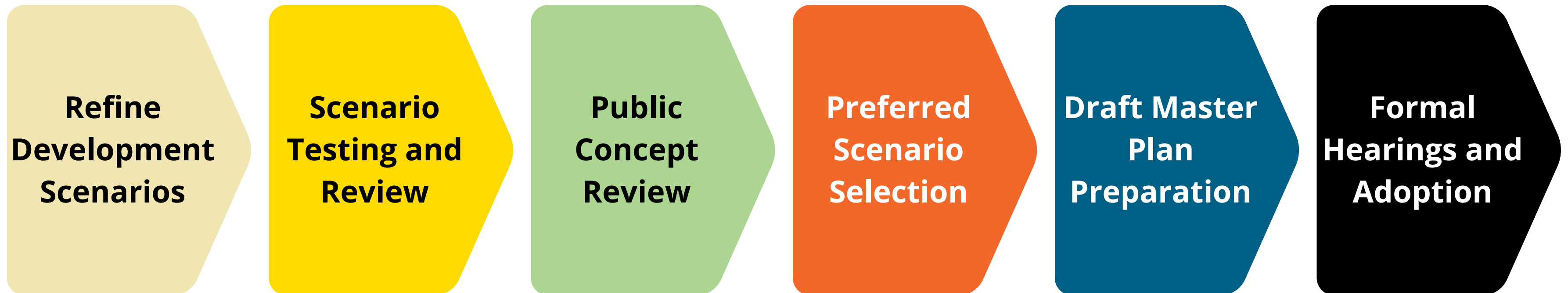
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Negotiable Priorities

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What Happens Next?

The Planning Commission and City Council workshop provides direction before formal scenario refinement begins.





QUESTIONS?



MINUTES OF THE
SOUTH OGDEN CITY
COMBINED CITY COUNCIL/
PLANNING COMMISSION
WORK SESSION

TUESDAY, JULY 9, 2026

WORK SESSION – 6 PM IN EOC ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Mike Howard, Jeanette Smyth, and Doug Stephens

PLANNING COMMISSION MEMBERS PRESENT

Katy Wahlquist, Norbert Didier, Pete Caldwell, and Brittany Rocha

STAFF MEMBERS PRESENT

City Manager Matthew Dixon, Assistant City Manager Summer Palmer, Finance Director Peter Anjewierden, Planner Alike Murphy, Code Compliance Officer Guillermo Garcia, and Recorder Leesa Kapetanov

OTHERS PRESENT

Consultant Ben Levinger from Downtown Redevelopment Services, Tim Watkins from Wasatch Front Regional Council,

Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:

https://www.southogdencity.com/document_center/Sound%20Files/2025/CC250218_1804_01.mp3

or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- At 6:04 pm, Mayor Porter called for a motion to begin the work session

00:00:00

Council Member Howard so moved, followed by a second from Council Member Smyth. Council Members Howard and Smyth voted aye.

Note: Council Member Stephens was not present for this vote. He arrived at the meeting at 6:28 pm.

37
38 **II. DISCUSSION**

39 City Center Plan Draft Scenario Workshop- Downtown Redevelopment Services

- 40 • Ben Levinger from Downtown Redevelopment Services gave a visual presentation. See
41 Attachment A. 00:00:30
42 • Those present were invited to ask questions or comment. They were also invited to write
43 ideas or comments down. 00:49:34
44
45
46

47 **III. ADJOURN**

- 48 • At 7:07 pm, Mayor Porter called for a motion to adjourn the work session
49 01:01:54
50

51 **Council Member Smyth so moved, followed by a second from Council Member Howard. All**
52 **present voted aye.**
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73 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Combined
74 City Council/Planning Commission Work Session held Tuesday, July 9, 2026.
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76 
77 Leesa Kapetanov, City Recorder

Date Approved by the City Council

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ATTACHMENT A

Presentation from Ben Levinger from Downtown Redevelopment Services

South Ogden City Center Master Plan

7/9 PC/CC Workshop



Heading 1

1

CONTENT

2

CONTENT

3

CONTENT

4

CONTENT

Acknowledgements

This plan was funded by South Ogden City and the Wasatch Front Regional Council (WFRC). The development of this plan was made possible by residents and stakeholders in South Ogden as well as the following individuals.



Introduction

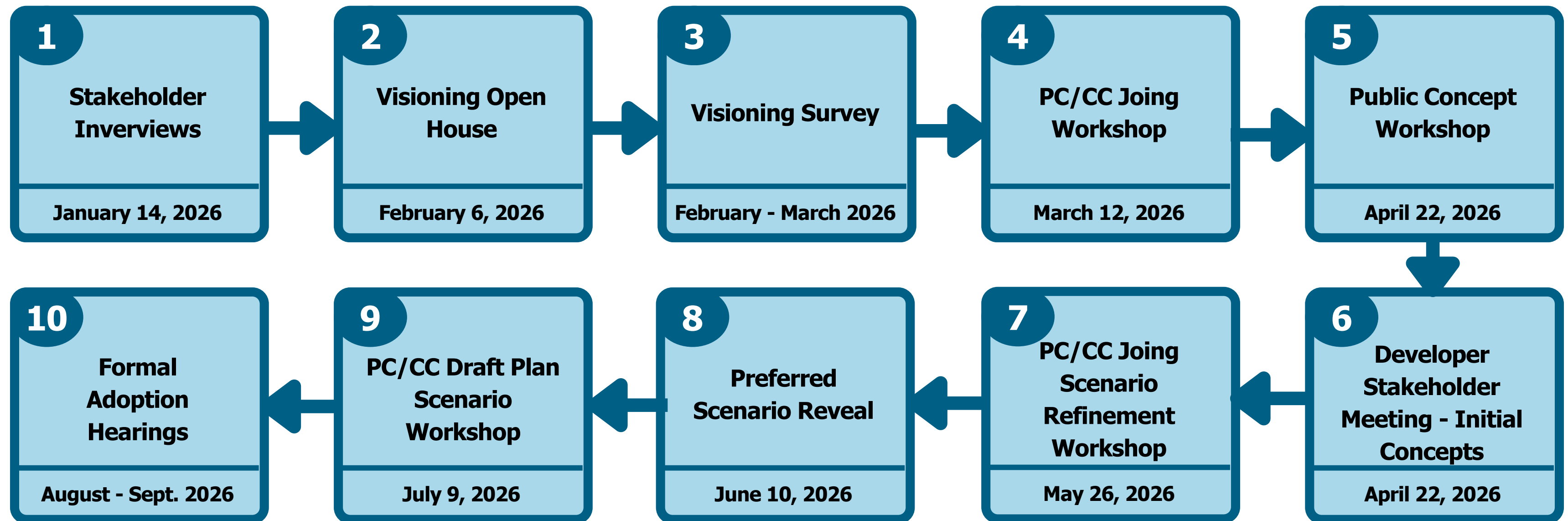
The South Ogden City Center Master Plan defines an implementable vision to develop a civic and commercial heart for the city, rooted in its identity.

The Master Plan's vision is to create a vibrant neighborhood to serve as a hub, laying out strategies for redevelopment, transportation, and public space to transform the suburban commercial area into a multimodal, mixed-use district that serves city residents and workers and attracts regional visitors.



Engagement Synopsis

Since January 2026, a series of public and stakeholder engagement activities were completed that gathered input to help guide the City Center vision and implementation recommendations.



Engagement Takeaways



Development Opportunities

1

Contextual Areas of Stability (Grey): Recently redeveloped areas or ones that are unlikely to do so

2

Primary Areas (Orange): Concentrated around Washington Blvd. and represent the most impactful opportunities

3

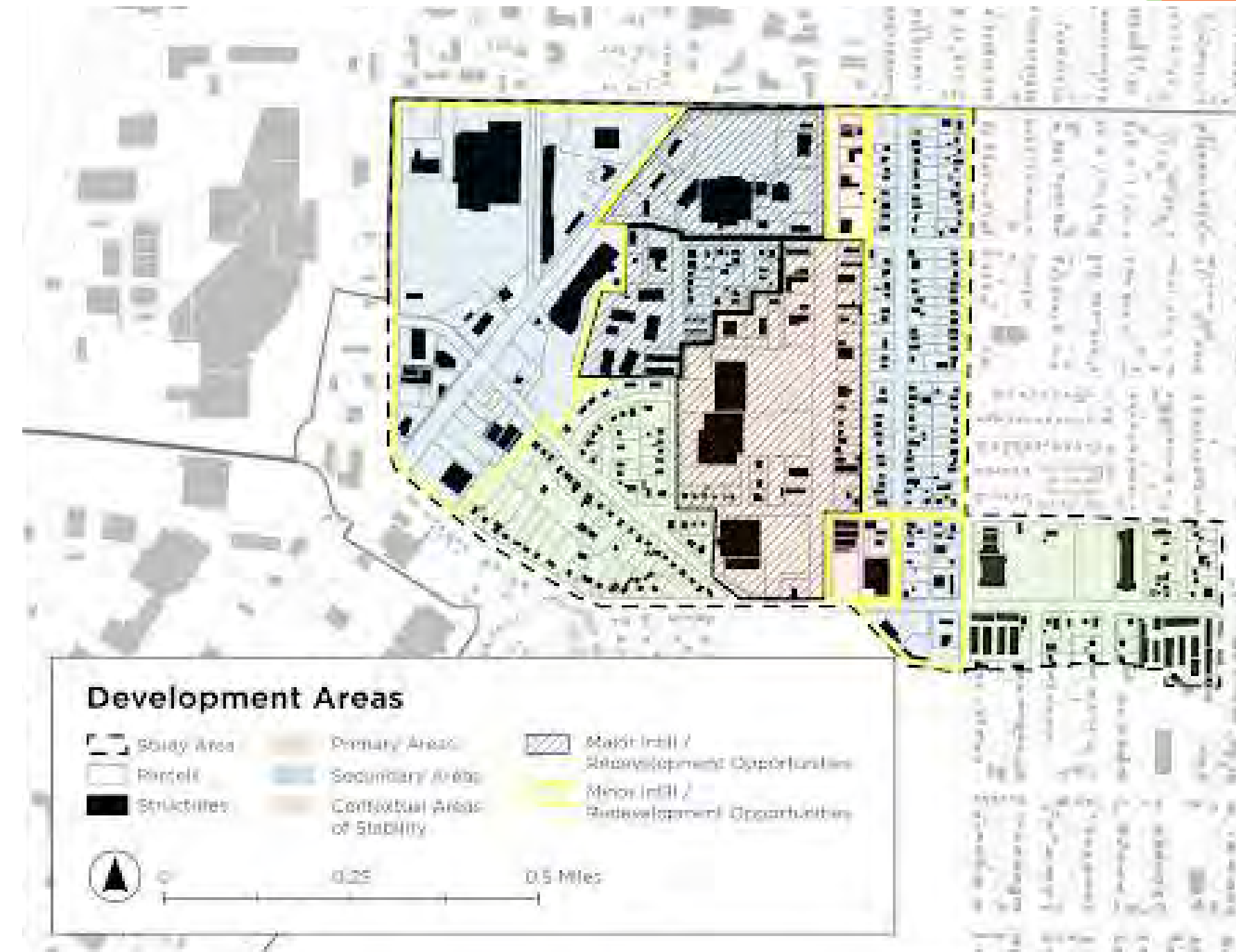
Secondary Areas (Light Blue): Mostly lie outside of the main corridor and would be less impactful

4

Major Infill (Hatch): Areas best suited for larger projects in the near term

5

Minor Infill (Yellow Outline): Areas more likely to evolve naturally and incrementally as the area develops



South Ogden City Center potential areas for infill and redevelopment.

Housing Analysis

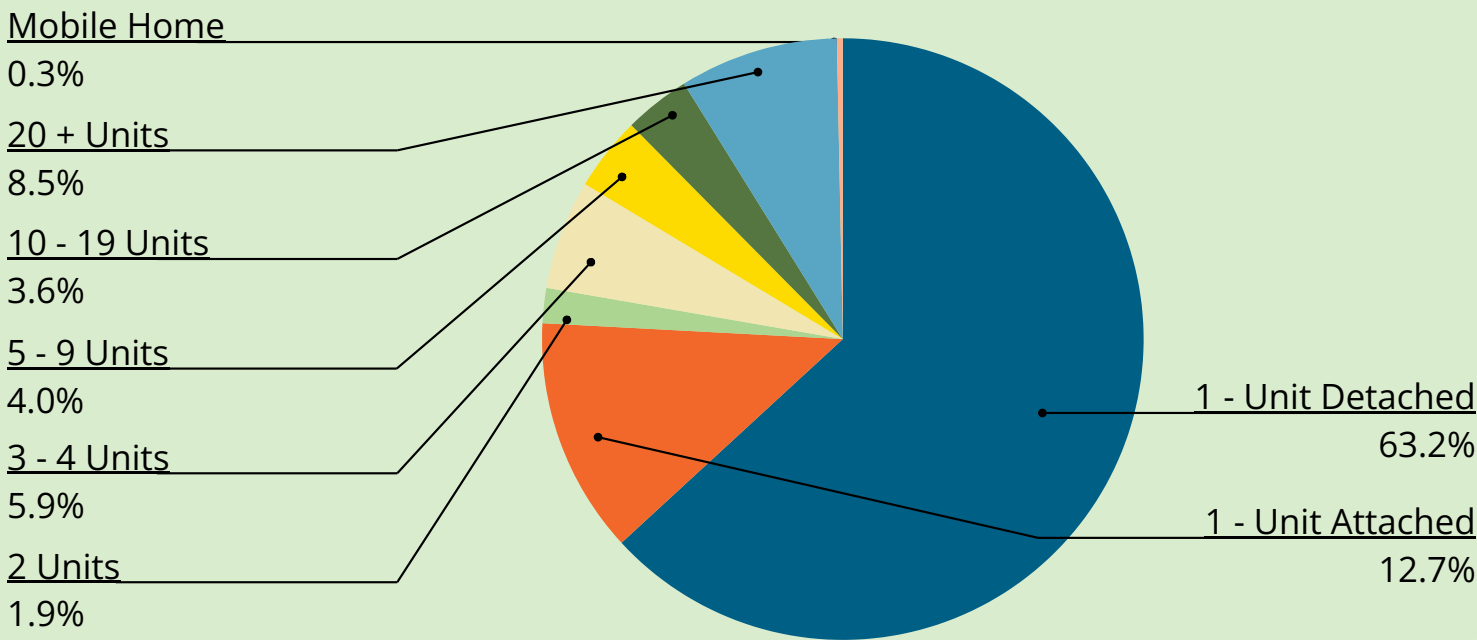
Key Highlights

- 63.2% of South Ogden’s housing consists of single-family detached homes.
- The average home has 3.1 bedrooms, reflecting a market oriented toward medium to large households.

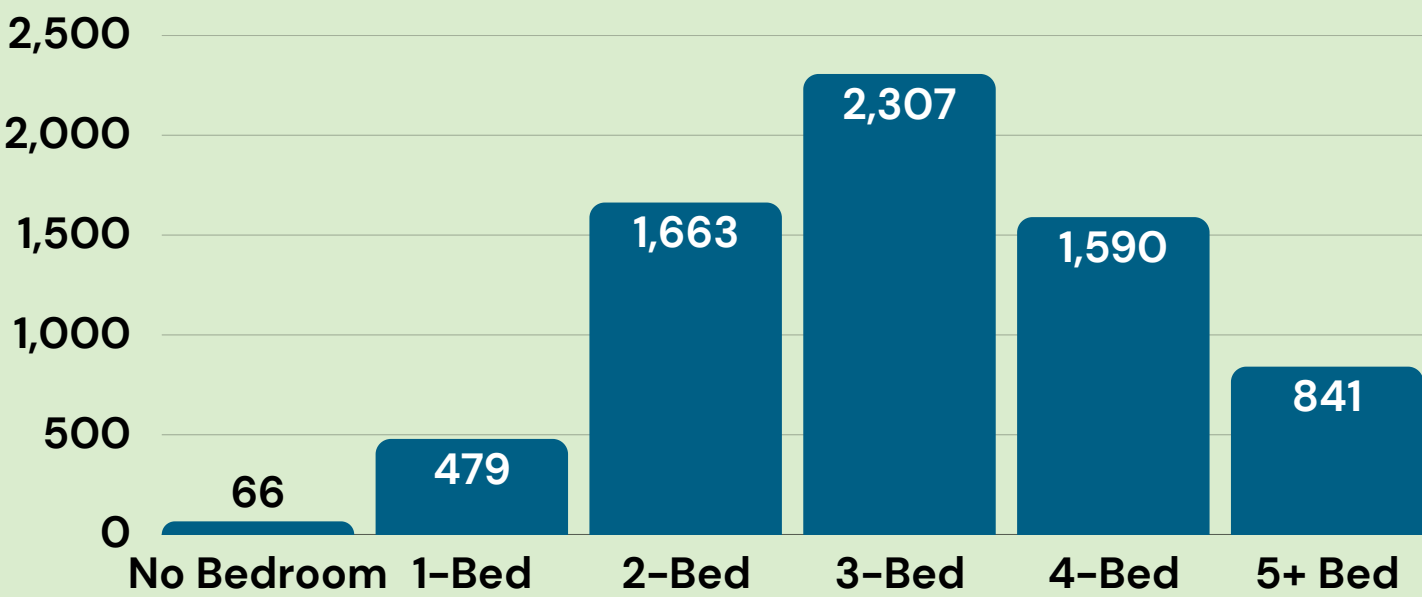
Multifamily Market Conditions

	2-Minutes	4-Minutes	6-Minutes
Inventory Units	1,127	2,487	8,438
Vacancy Rate	6.0%	6.7%	8.3%
Market Rent/ Unit	\$1,381	\$1,352	\$1,311

Housing Units by Dwelling Types

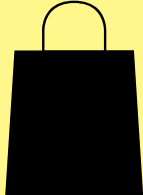


Housing Units by Bedroom Count

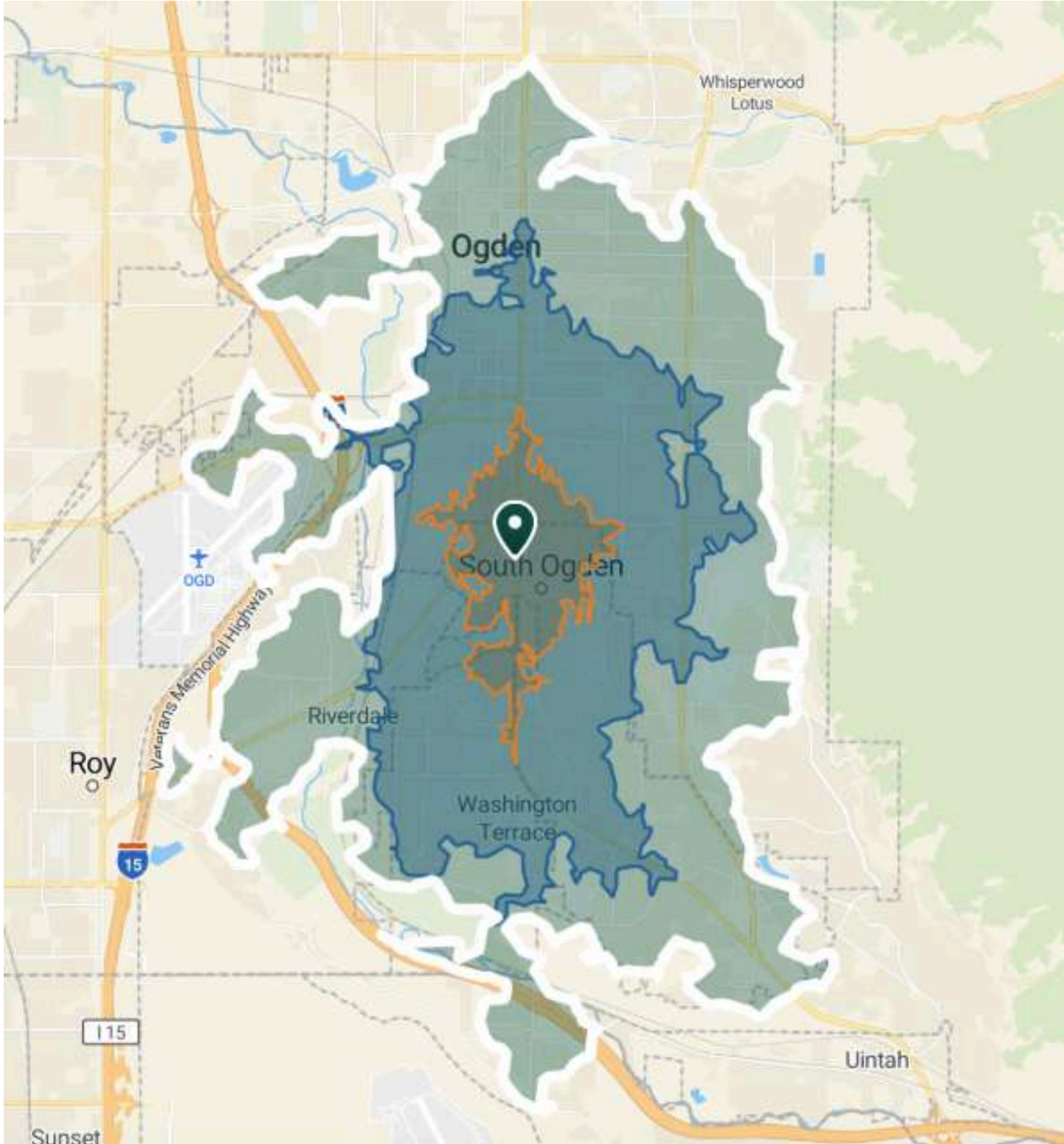


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City Center Vision

Overarching Vision Statement

South Ogden's City Center will grow into a vibrant, walkable heart of the community that serves those who live, work, and recreate there and welcomes visitors from across the Wasatch Front.

Development & Revitalization

The City Center will develop into a lively mix of housing, local businesses, and destinations that support everyday needs, attract visitors, and create a strong civic core.

Mobility & Circulation

The City Center will serve as a hub for people walking, rolling, driving, and taking transit, enabling them to reach their destinations safely, comfortably, and conveniently.

Community Character

The City Center will define and anchor South Ogden's identity through well-designed buildings and signage, welcoming public spaces, and respect for community character.

Preferred City Center Scenario

Key Components

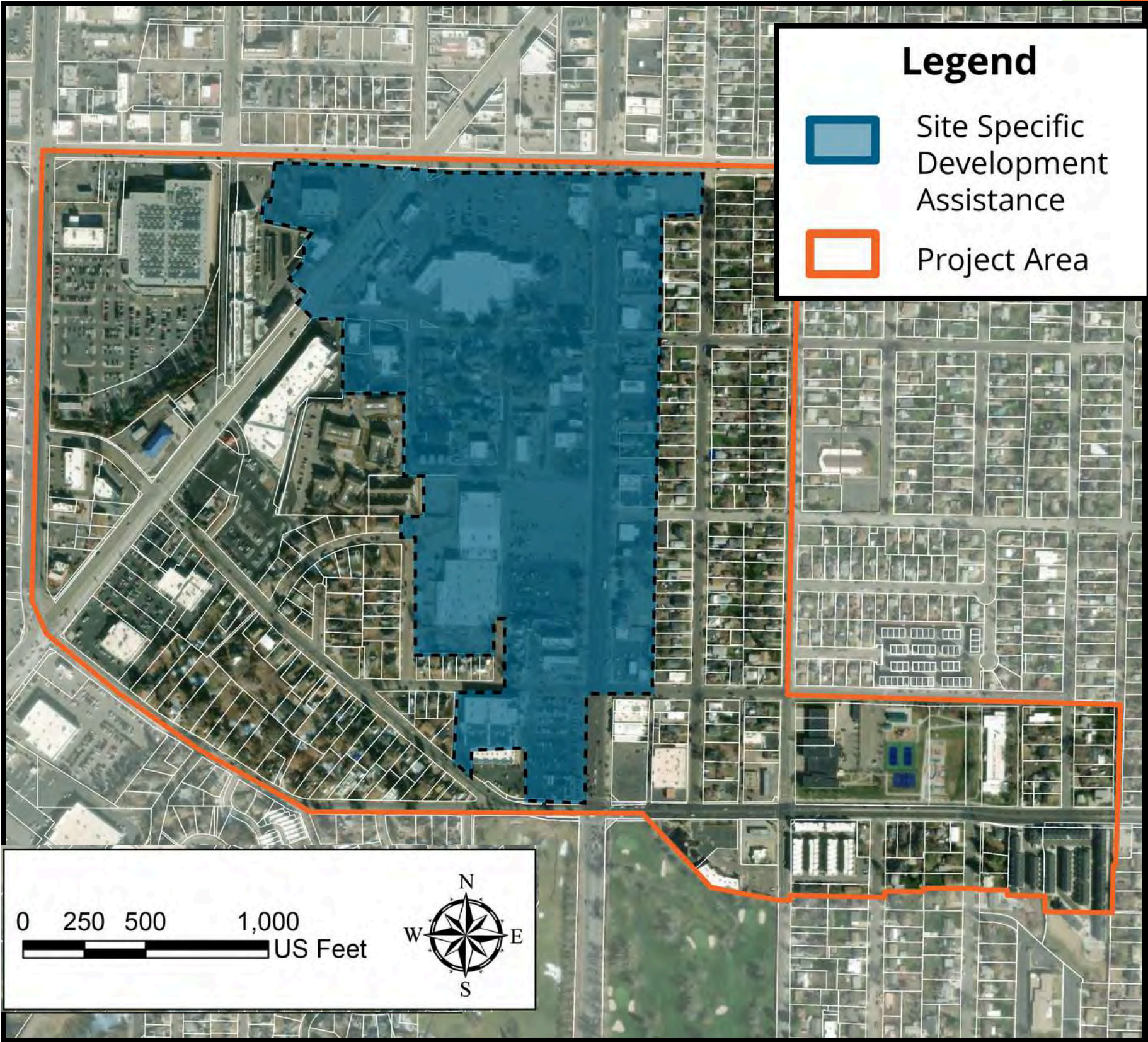
- Mixed-Use City Center:** New housing, dining, entertainment, retail, and community destinations.
- Central Civic Plaza:** A signature civic gathering space designed for events, markets, performances, outdoor dining, and more.
- Kiesel Avenue Shared Street:** A curbless, pedestrian-priority corridor that serves as the City Center's spine.
- Improved Transportation:** New streets, enhanced pedestrian and bicycle facilities, a multimodal hub, and expanded alleyways.
- Washington Blvd:** Streetscape improvements, safer crossings, access management, and implementation of the Utah Trail Network.
- Distinct Community Identity:** Coordinated gateways, wayfinding, branding, and placemaking.

By the Numbers

1,000 Housing Units

380,000 G.S.F. of Commercial Space

75,000 G.S.F. of Office Space



Site Plan of the City Center Core



View 1: Looking west-southwest along Washington Boulevard and the 38th Street extension



View 2: Looking into the public plaza



View 3: Looking north along Kiesel Avenue towards Macey's



View 4: Looking northwest along Washington Boulevard, south of 38th Street



View 5: Looking south along Washington Boulevard, from the intersection of 37th Street



City Center Block By Block



Public Plaza

Key Highlights

- Central gathering space for community events and everyday use.
- Flexible space for markets, concerts, festivals, outdoor dining, and recreation.
- Anchors surrounding shops, restaurants, housing, and the Kiesel Avenue shared street.
- Features may include outdoor dining, a splash pad, performance space, public art, and shaded seating.
- Approximately 33,742 square feet of public space.
- Estimated cost: \$13.5 million, including plaza construction and supporting underground infrastructure.

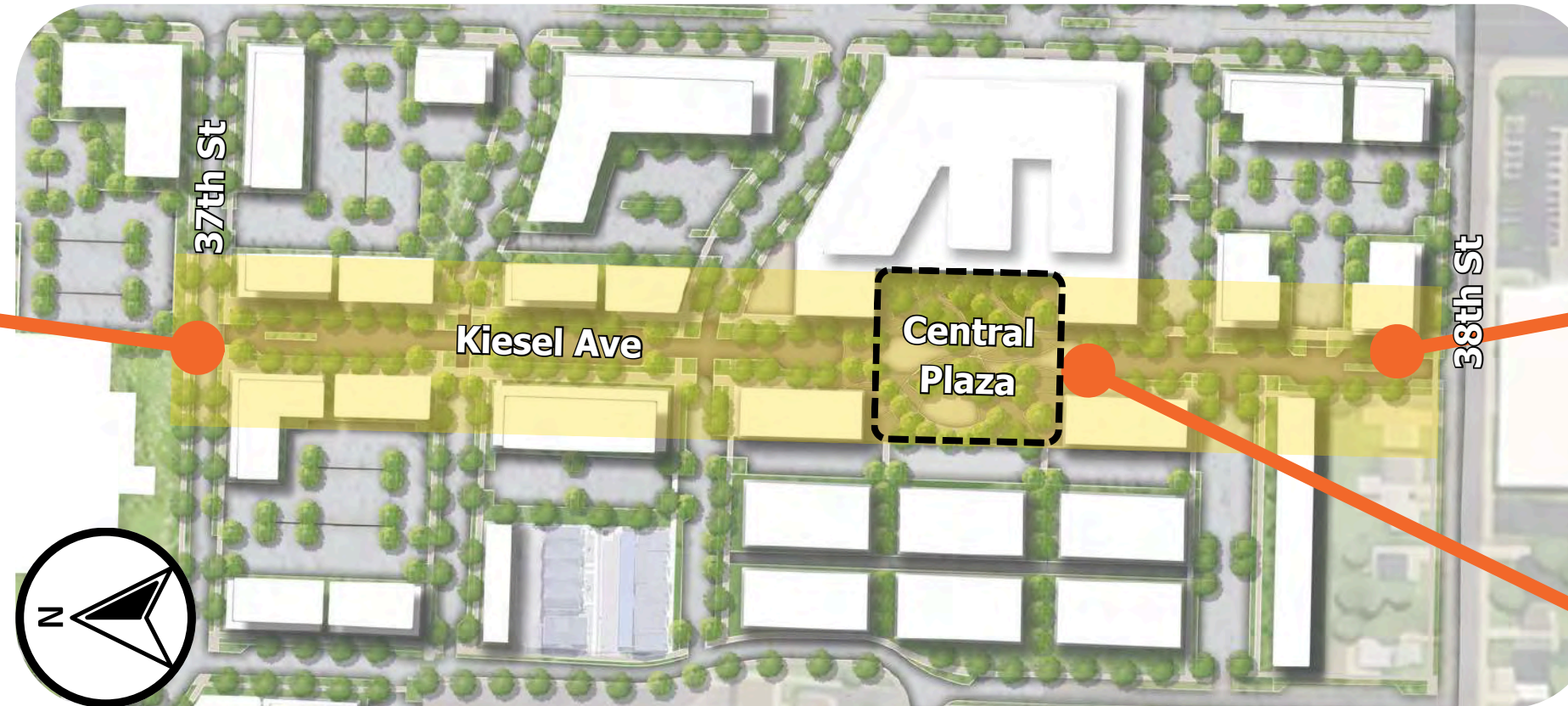


Kiesel Avenue

Main street connecting 37th Street, the Central Plaza, and 39th Street.

Designed to prioritize people while still allowing access for slow-speed vehicles.

Lined with shops, restaurants, outdoor dining, and mixed-use development.



Includes on-street parking, street trees, and improved streetscape amenities.

Creates a walkable destination that extends the Central Plaza's activity.

Can be closed for festivals, markets, and other community events.



Washington Boulevard

Key Highlights

- Safer, more comfortable street for driving, walking, biking, and transit.
- Wider sidewalks and a shared-use path improve connections through the City Center.
- Shared-use path supports the long-term vision for the Utah trail network.
- Landscaped median could improve safety and traffic flow, subject to UDOT review.
- Creates a more welcoming entrance into the City Center.

Typical Section: Washington Blvd. (115' R.O.W.)

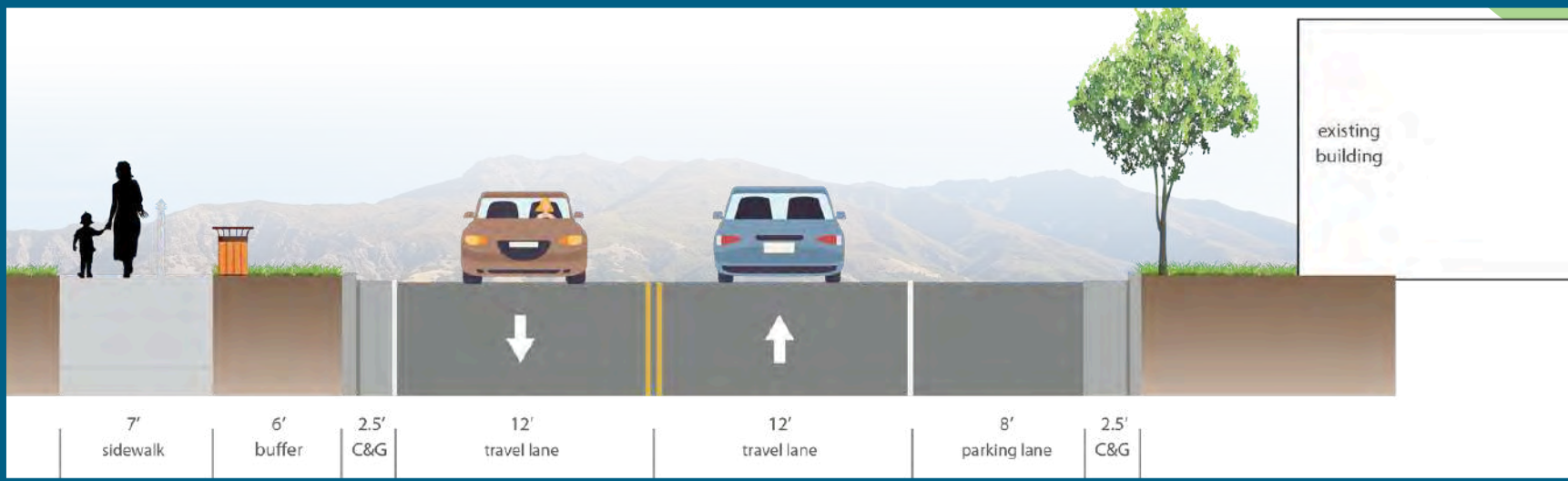


3800 South & 3700 South

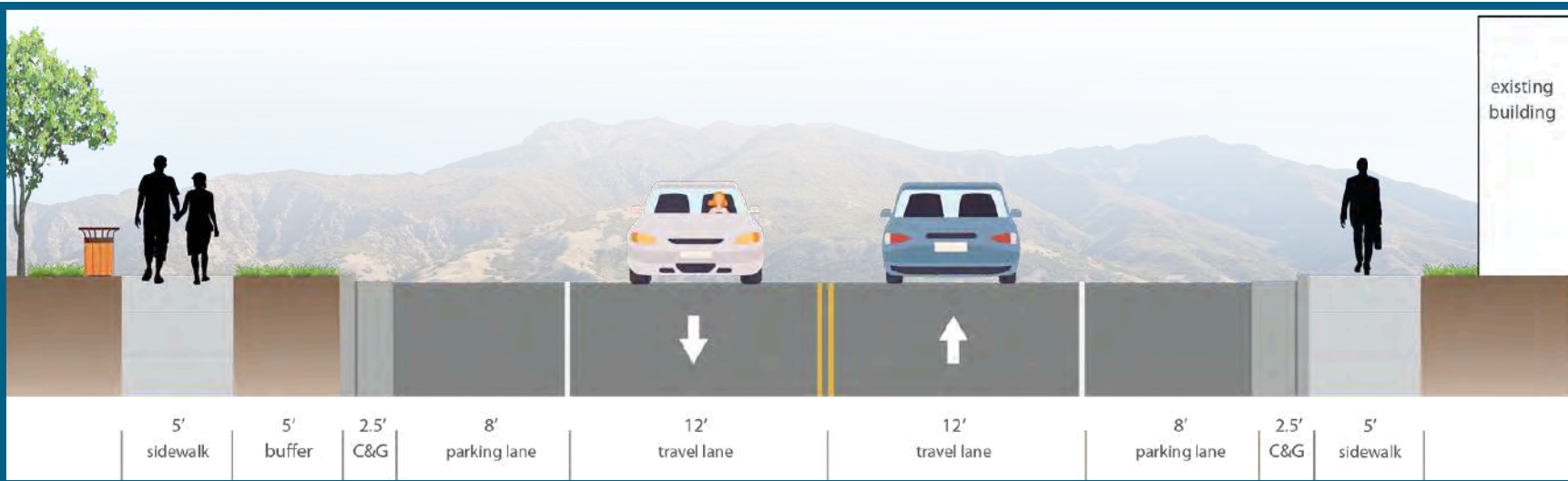
Key Highlights

- Improved streets that lead directly to the Central Plaza and Kiesel Avenue.
- Keeps the same vehicle capacity while making walking safer and more comfortable.
- Wider sidewalks, landscaping, and street trees create a more inviting street.
- Streetscape improvements strengthen the look and identity of the City Center.
- Bulb-outs shorten crossings and help slow traffic at key intersections.

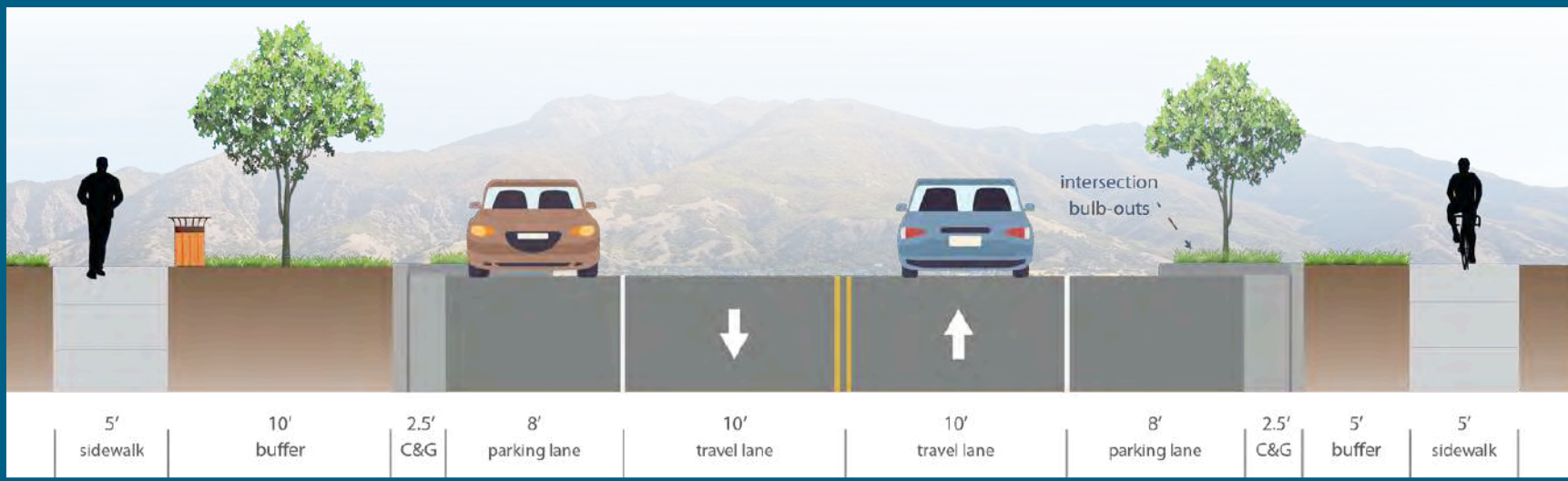
**Typical
Section:
3700 South
(50' R.O.W.)**



**Typical
Section:
3700 South
(60' R.O.W.)**



**Typical
Section:
3800 South
(66' R.O.W.)**



STAFF REPORT



SUBJECT: Contract with Siddons-Martin for Purchase of a Fire Engine
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: August 18, 2026

RECOMMENDATION

Staff recommends that the City Council authorize the purchase of a replacement fire engine from Siddons-Martin Emergency Group for Station 82 and authorize execution of the purchase contract no later than September 1, 2026, in order to secure the current pricing and establish the City's position in the production schedule.

BACKGROUND

City Council has previously discussed the need to replace the fire engine at Station 82. The purchase of a new fire engine was identified during the Truth in Taxation process as one of the reasons for the increase in the City's property tax rate. Council is therefore familiar with the need for the apparatus, the anticipated purchase, and the overall replacement process.

Current fire apparatus lead times are significantly extended. Siddons-Martin has advised that the anticipated build time for the new engine is approximately four and one-half years from the time the order is placed.

ANALYSIS

Due to the approximately four and one-half year build schedule, the City needs to move forward now and secure a place in the manufacturer's production queue. Waiting to enter into the contract would delay the replacement of the engine assigned to Station 82 and could also expose the City to future pricing increases.

The current pricing is available if the City is under contract by September 1, 2026. Executing the agreement before that date allows the City to preserve the current purchase price while beginning the lengthy manufacturing process. This purchase is consistent with the apparatus replacement need previously presented to Council during the retreat process.

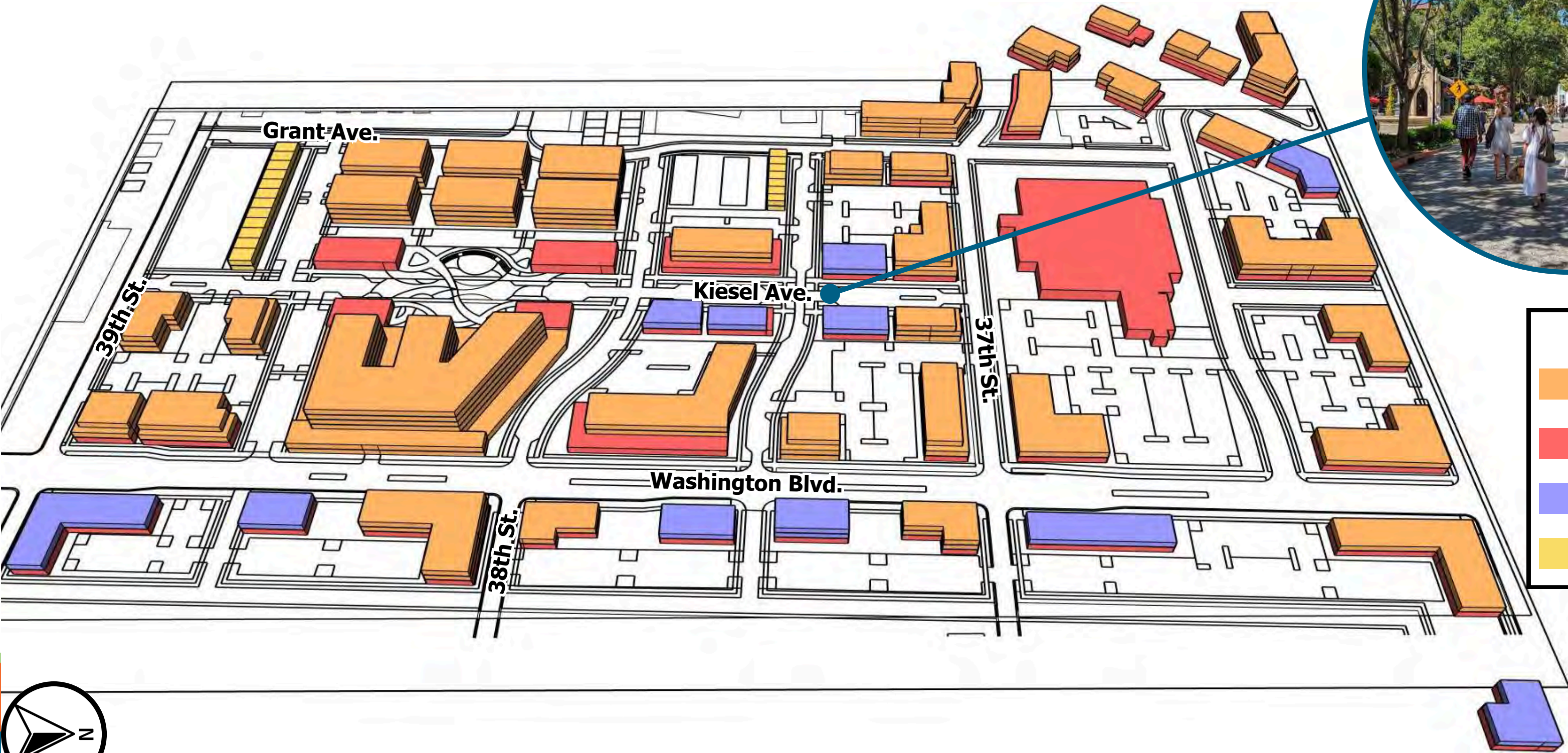
SIGNIFICANT IMPACTS

The financial impact is the purchase price identified in the Siddons-Martin contract. Funding for the replacement engine was contemplated as part of the Truth in Taxation process and the associated tax rate increase. Entering into the contract by September 1, 2026, will secure the current pricing and place the City in the production schedule for the replacement apparatus.

ATTACHMENTS

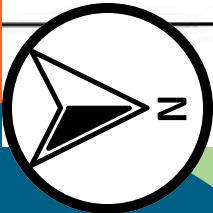
Siddons-Martin Emergency Group Fire Engine Purchase Contract.

Forming/ Massing



Legend

Orange	Multifamily
Red	Retail
Blue	Office
Yellow	Townhouse



Architectural Design & Styles

- Creates a recognizable City Center with a consistent architectural character.
- Encourages attractive, high-quality buildings that reflect South Ogden's identity and support long-term investment.
- Based on public feedback, architectural elements draw from a mix of modern mixed-use structures and angular architectural styles



Building Design

- Buildings are placed close to the sidewalk to create an active, walkable street.
- Front entrances face the street, with rear access where practical.
- Durable materials and varied building designs create a distinctive City Center.
- Building articulation helps to break up larger buildings and create a more comfortable pedestrian experience.



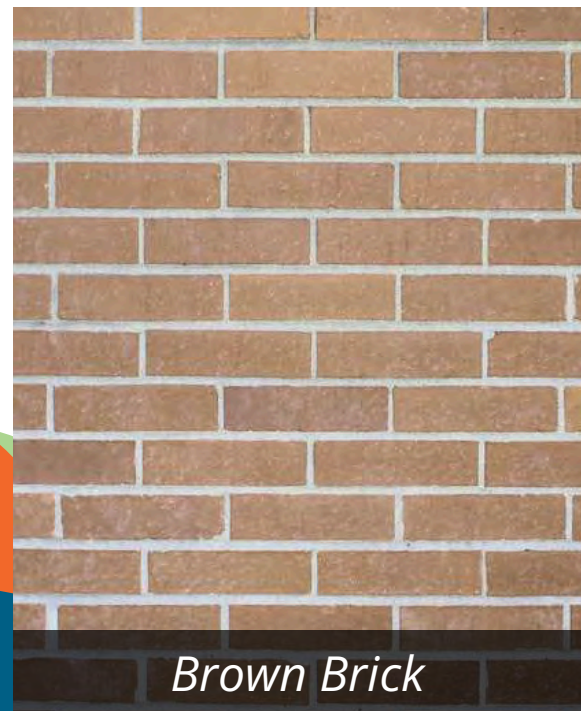
Example of desired building form | Source: KTG



Example of desired materials | Source: DCI Group

Sample Materials

- Durable, high-quality materials such as brick, stone, metal, and fiber cement.

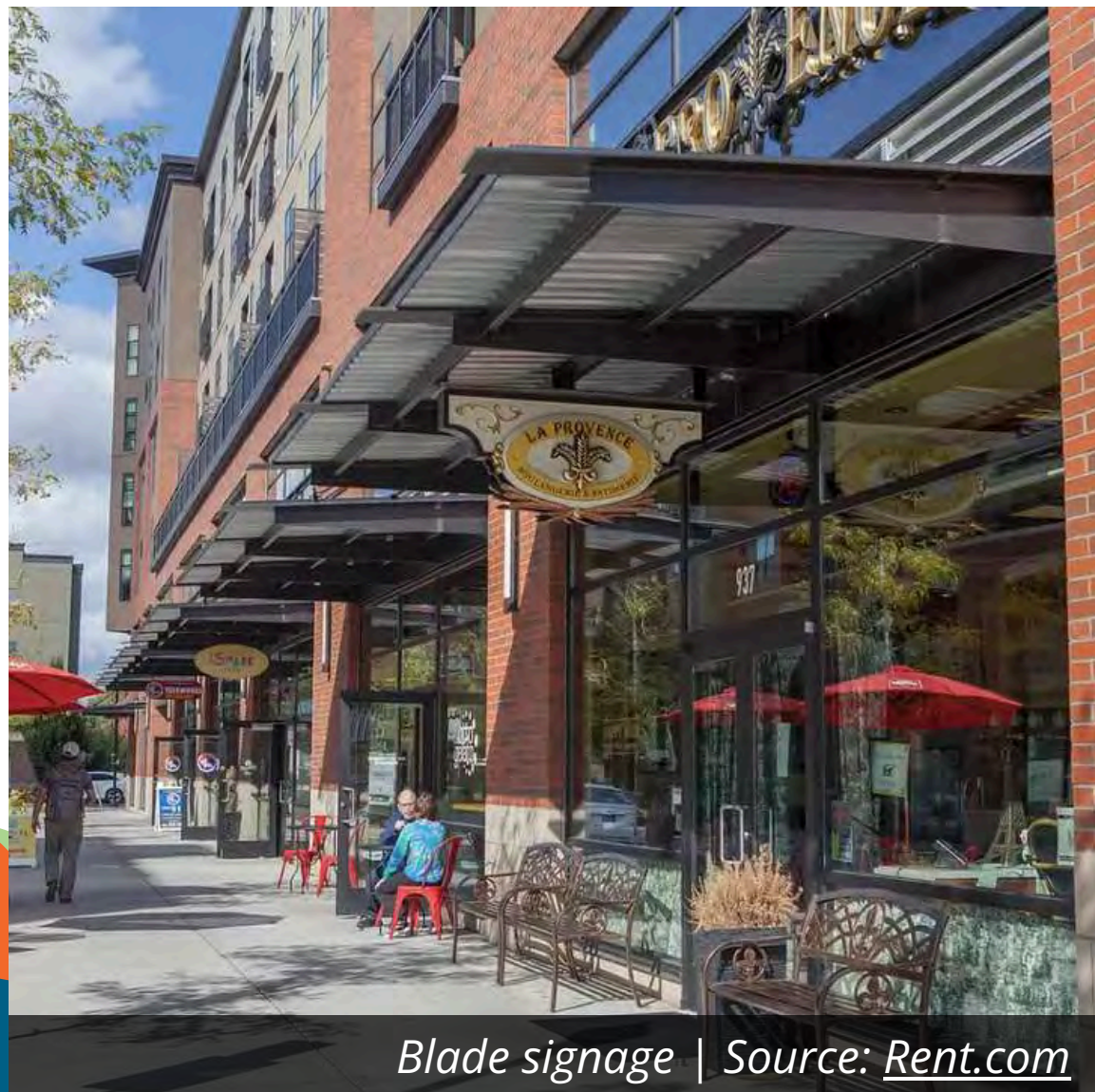


- Long-life, timeless materials and large storefront windows help to create a lasting character.



Signage

- Consistent signage gives the City Center a recognizable identity.
- Building-mounted signage, blade signage, and sidewalk signs support businesses and a walkable environment.
- Clear wayfinding helps people find shops, parking, and community destinations.
- Coordinated signage creates an attractive, easy-to-navigate district.



Placemaking

- Creates welcoming public spaces that give the City Center its own identity.
- Architecture, landscaping, materials, and signage work together to create a cohesive look.
- Designed to make walking enjoyable while maintaining convenient vehicle access.
- Attractive streets and public spaces encourage activity throughout the year.



City Center Core Recommendations

1



Transform the City Center into a mixed-use, vibrant destination for South Ogden.

2



Establish high-quality public spaces that creates a recognizable center and supports full-time activity.

3



Build a multimodal transportation network that improves circulation, accessibility, and mobility.

4



Support new, long-term development while transitioning to existing neighborhoods.

5



Align public investment and implementation efforts with the preferred City Center vision.



Objective 1

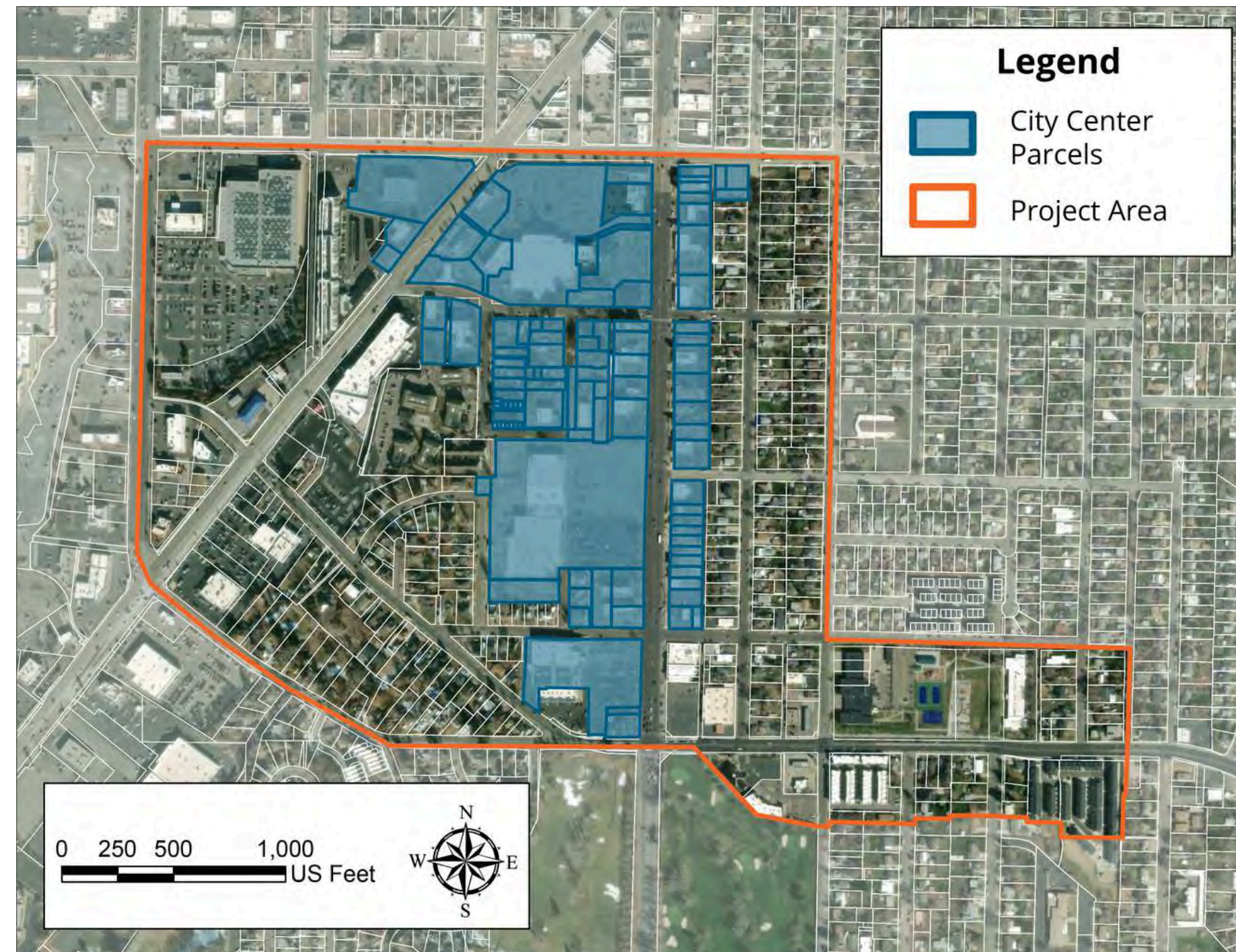
Objective 1.1: Partner with key property owners to assemble redevelopment sites needed to implement the preferred scenario.

Objective 1.2: Prepare and issue Requests for Proposals (RFPs) for catalytic redevelopment sites within the City Center Core.

Objective 1.3: Identify, evaluate, and establish redevelopment incentives that support implementation of the City Center Master Plan.

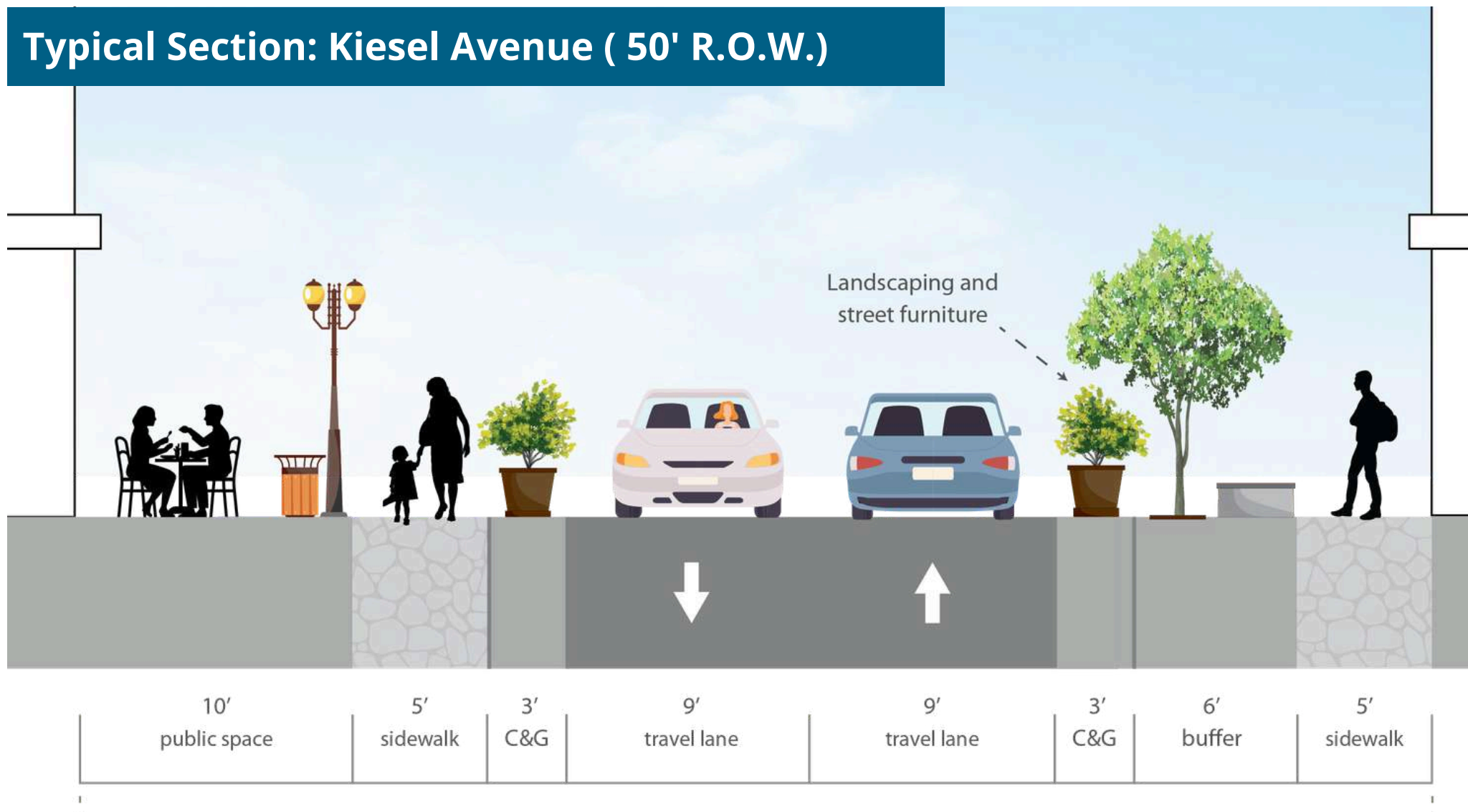
Objective 1.4: Utilize redevelopment incentives, CRA resources, and public-private partnerships to advance catalytic redevelopment projects within the City Center Core.

Objective 1.5: Develop and implement a Business Retention and Recruitment Strategy for the City Center.



Objective 2

Objective 2.1: Reconstruct Kiesel Avenue as a curbless, pedestrian-priority shared street (i.e., woonerf) connecting between 37th Street and 39th Street.



Objective 2.2: Acquire land and construct a multipurpose Central Plaza.



Objective 2.3: Establish a nonprofit City Center organization responsible for programming, activation, and management of public spaces.

Objective 3

Objective 3.1: Acquire right-of-way needed to implement the preferred road framework.

Objective 3.2: Partner with UDOT to make safety and circulation improvements along Washington.

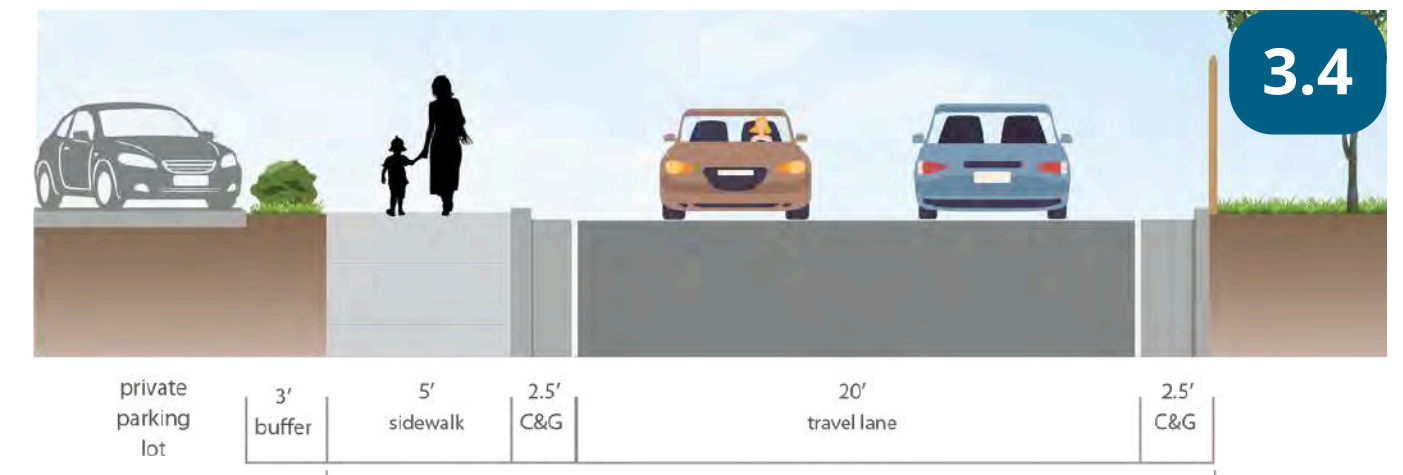
Objective 3.3: Implement intersection, access, and traffic control improvements in coordination with UDOT.

Objective 3.4: As redevelopment occurs, require the dedication of right-of-way to construct a rear-access alley connecting commercial properties between Washington Boulevard and Ogden Avenue.

Objective 3.5: Partner with property owners to establish shared parking facilities and shared parking agreements within the City Center.

Objective 3.6: Partner with UTA, WFRC, and private property owners to establish a mobility hub near 38th Street and Washington Boulevard.

Objective 3.7: Re-evaluate parking requirements within the City Center and 40th Street Corridor Form-Based Code to support implementation of the City Center Master Plan.

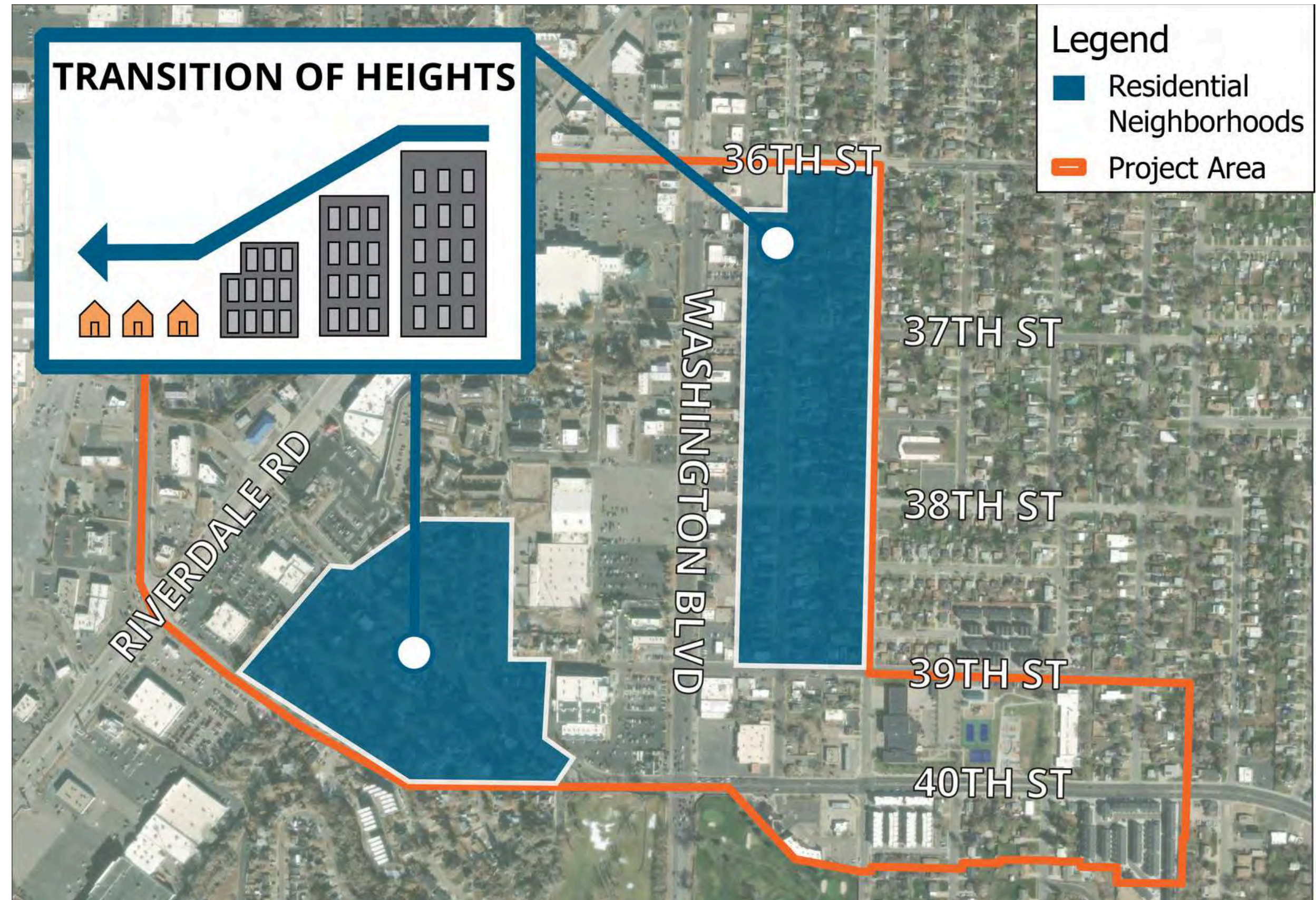


Objective 4

Objective 4.1: Amend the Form-Based Code and form districts to implement the preferred development and streetscape framework.

Objective 4.2: Expand the City Center regulating district and update standards to align with the City Center study area.

Objective 4.3: Establish transition standards for neighborhood compatibility and Old Town character east of Washington Boulevard.



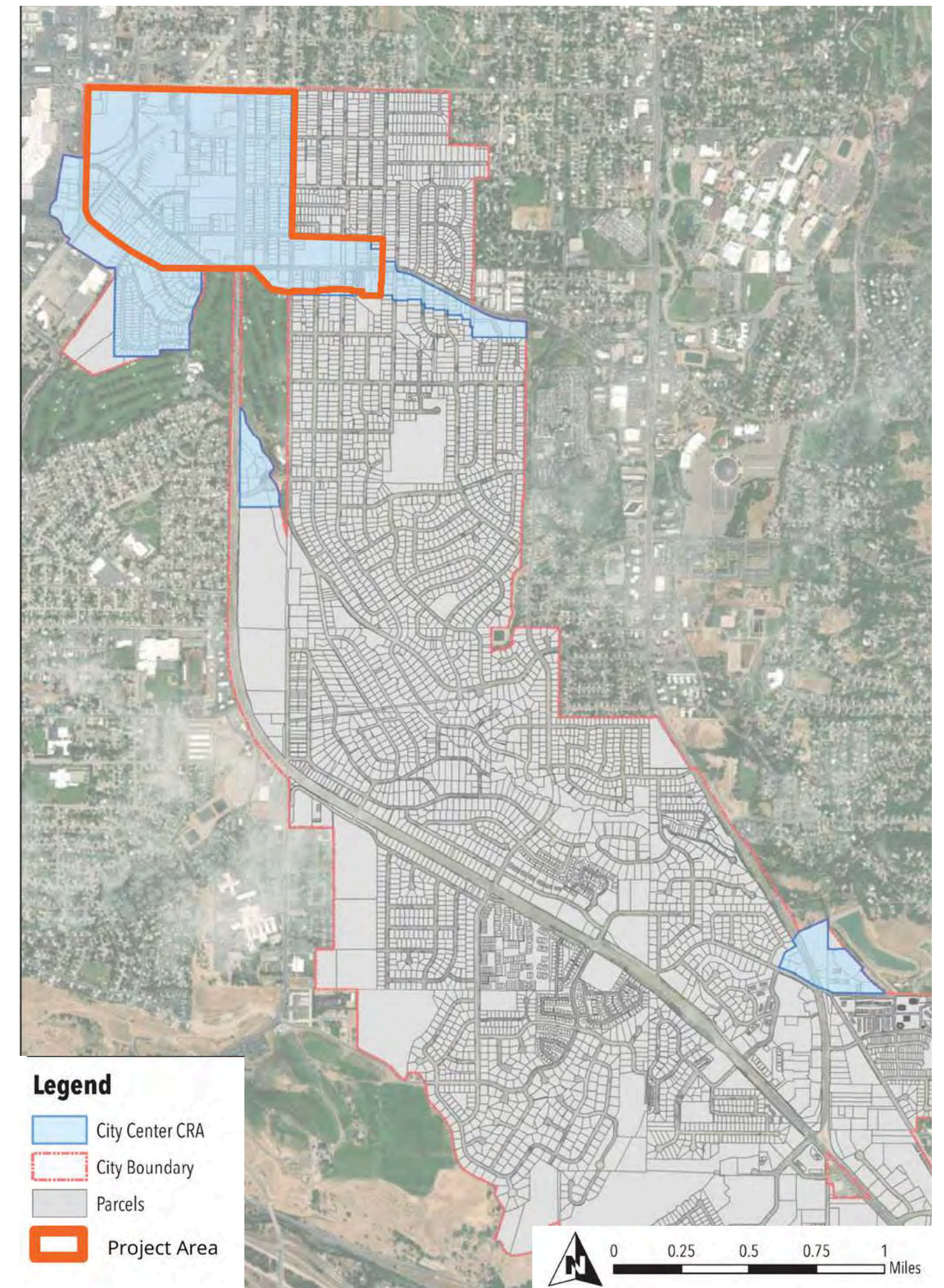
Objective 5

Objective 5.1: Utilize CRA funding, capital improvement programming, and annual budgeting to prioritize City Center infrastructure and public realm projects.

Objective 5.2: Explore expansion of the CRA boundary as redevelopment around the City Center area occurs.

Objective 5.3: Pursue state, federal, regional, and private funding sources to advance priority City Center projects.

Objective 5.4: Establish an implementation partnership among various relevant partners to coordinate project delivery.



Study Area Recommendations

1



Improve connectivity throughout the area by creating a safer, more complete multimodal network.

2



Strengthen the City Center's identity through gateways, wayfinding, beautification, and placemaking.

3



Encourage reinvestment in commercial areas while improving their appearance, function, and long-term viability.

4



Preserve neighborhood character while supporting infill, redevelopment, and new housing.

5



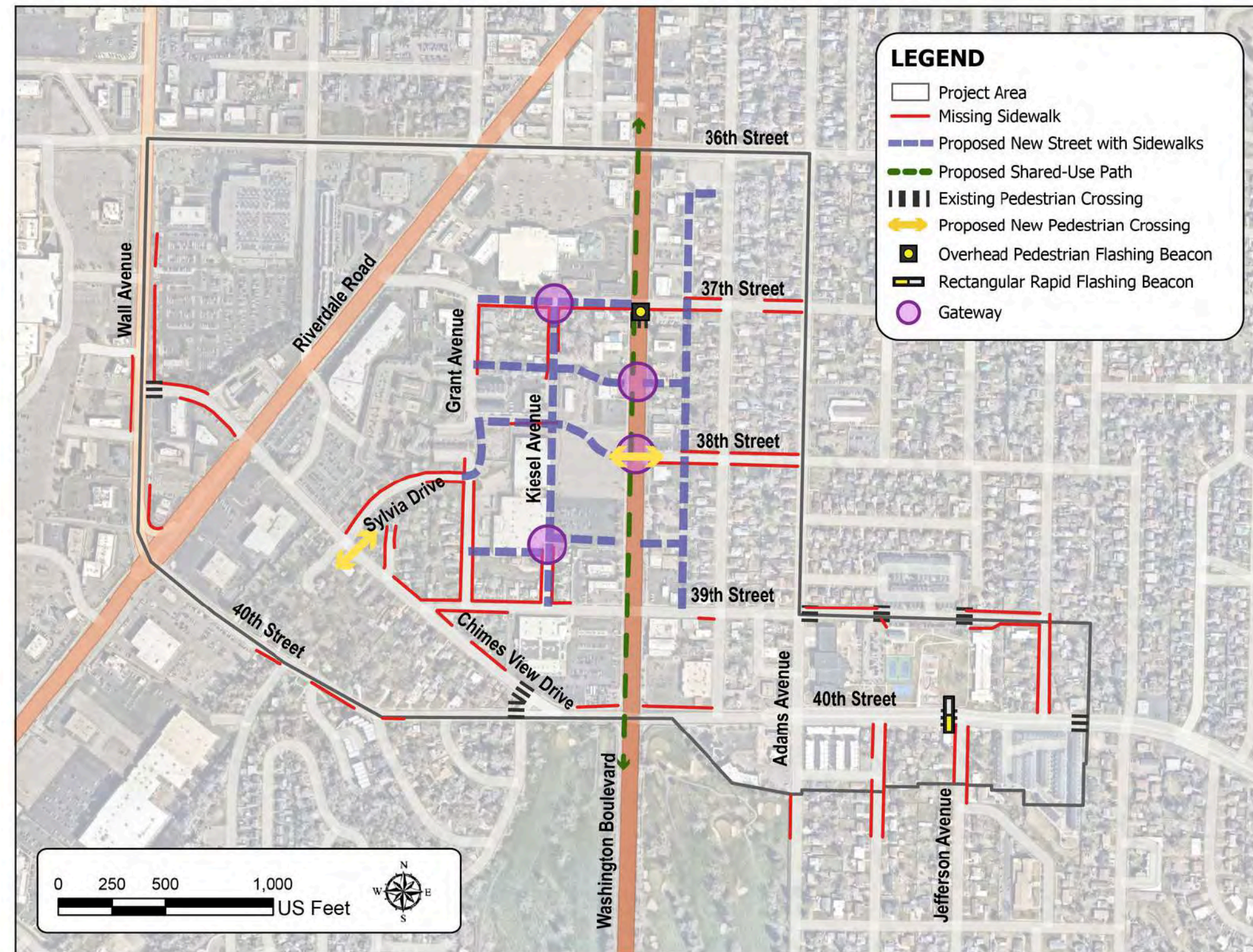
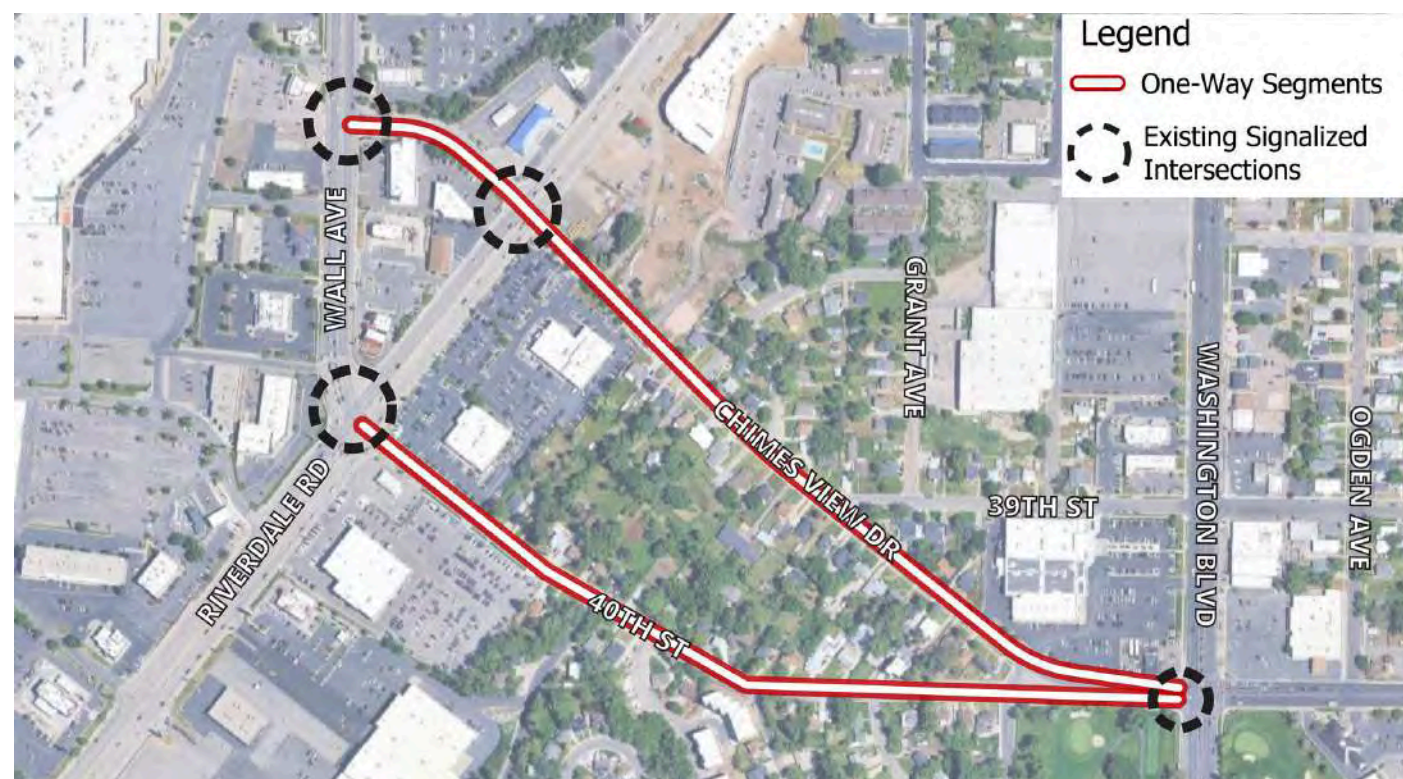
Coordinate implementation, funding, and partnerships needed to advance priority projects.

Objective 1

Objective 1.1: Identify and close gaps in the pedestrian and bicycle network throughout the area to support safe circulation and access.

Objective 1.2: Partner with UDOT to implement the Utah Trail Network along Washington.

Objective 1.3: Complete a Level of Service study for two-way traffic restoration on Chimes View and 40th and their intersection improvements.



Objective 2

Objective 2.1: Construct gateway monuments and landscape improvements at major entrances along Washington Boulevard and Riverdale Road.

Objective 2.2: Develop and implement a coordinated City Center branding, signage, and wayfinding program.





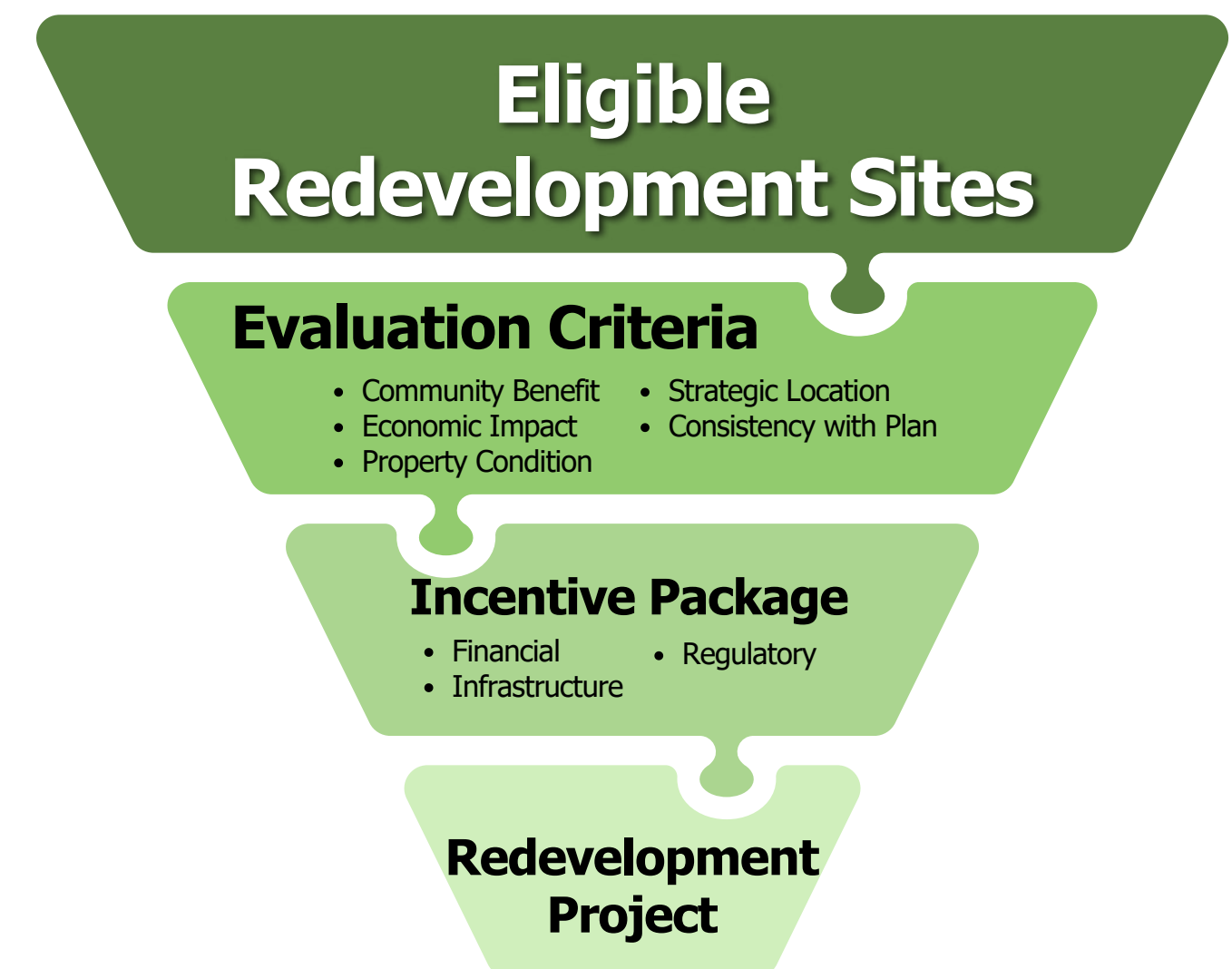
Objective 3

Objective 3.1: Establish a façade improvement grant program that provides matching grants for façade and signage improvements.

Objective 3.2: Strengthen and unilaterally enforce property maintenance standards to improve the appearance and condition of commercial corridors and activity centers.

Objective 3.3: Partner with owners of aging commercial centers to prepare redevelopment strategies for underutilized properties.

Objective 3.4: Establish redevelopment incentives and implementation tools that support reinvestment in strategic commercial properties and activity centers.



Objective 4

Objective 4.1: Amend zoning regulations to permit additional housing types in locations identified as appropriate for infill development.

Objective 4.2: Utilize available housing funds and pursue LIHTC funding to support affordable housing.



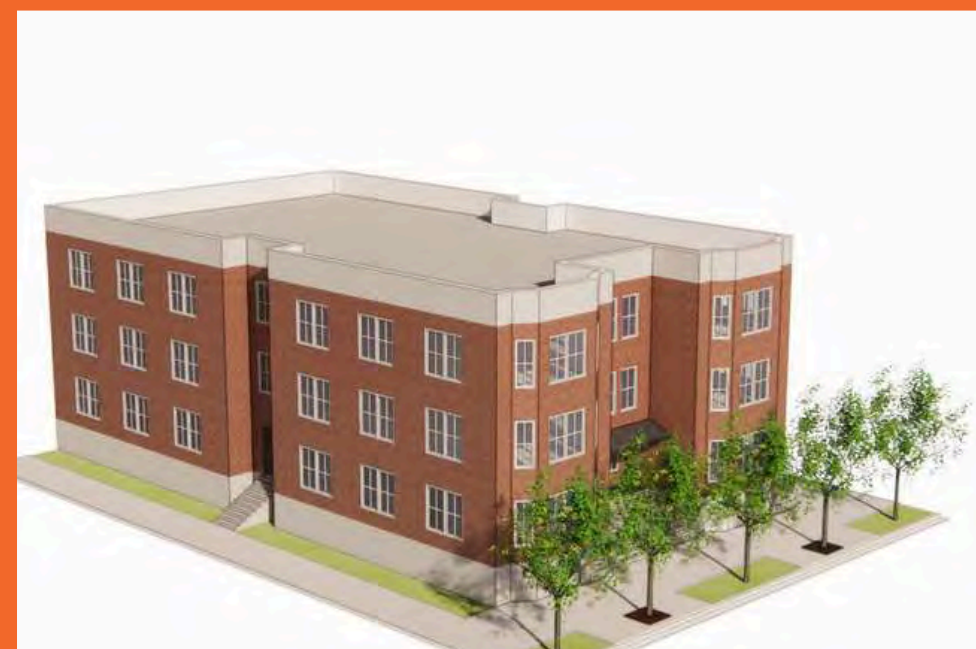
Mixed-Use Apartments



Townhomes



Live-Work

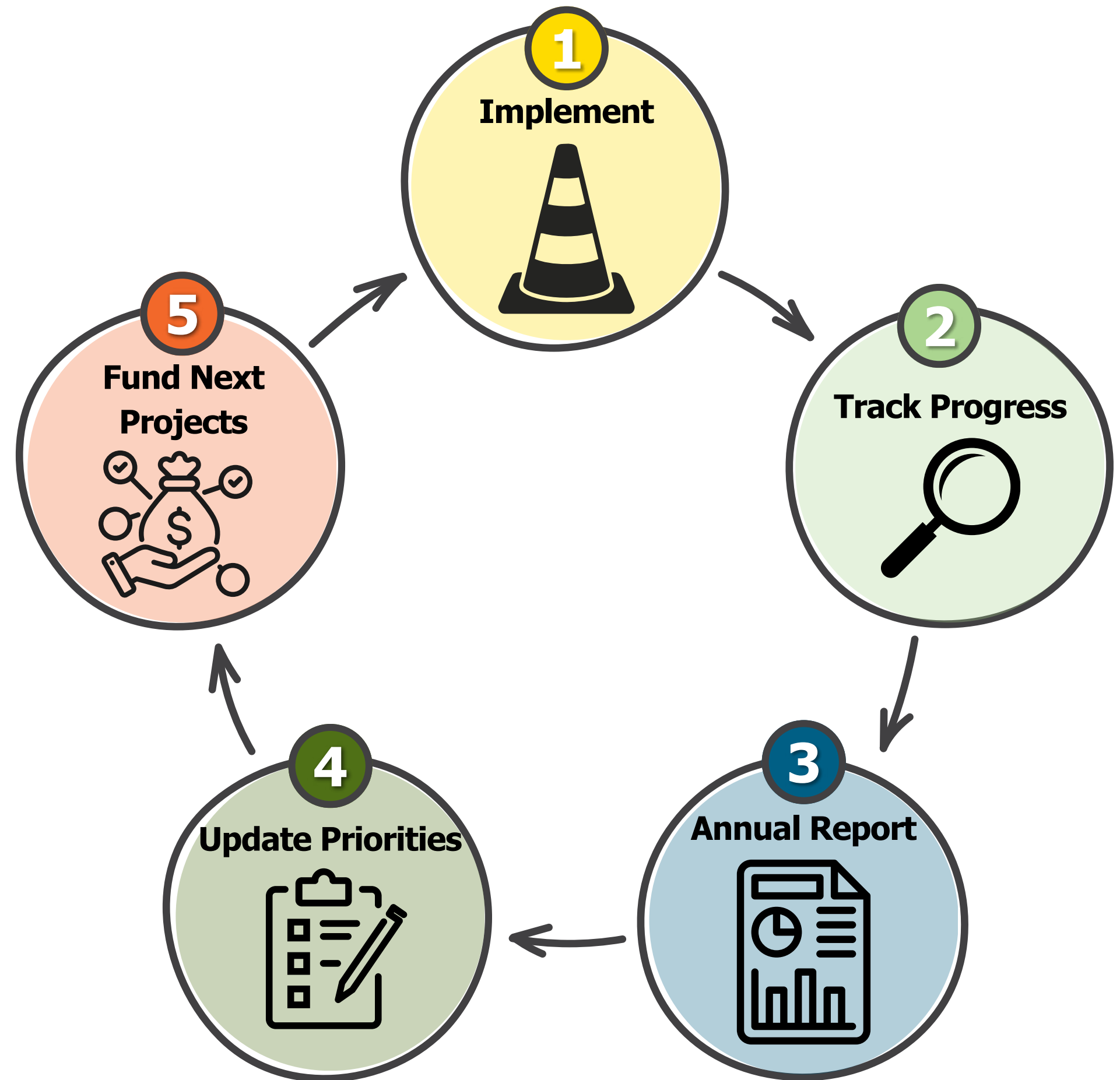


Apartments

Objective 5

Objective 5.1: Incorporate priority City Center and study area projects into the City's Capital Improvements Program.

Objective 5.2: Prepare an annual implementation report tracking completed projects, funding awards, redevelopment activity, and remaining priorities.





QUESTIONS?

STAFF REPORT



SUBJECT: City Center Plan
AUTHOR: Alika Murphy
DEPARTMENT: Administration / Planning
DATE: August 18, 2026

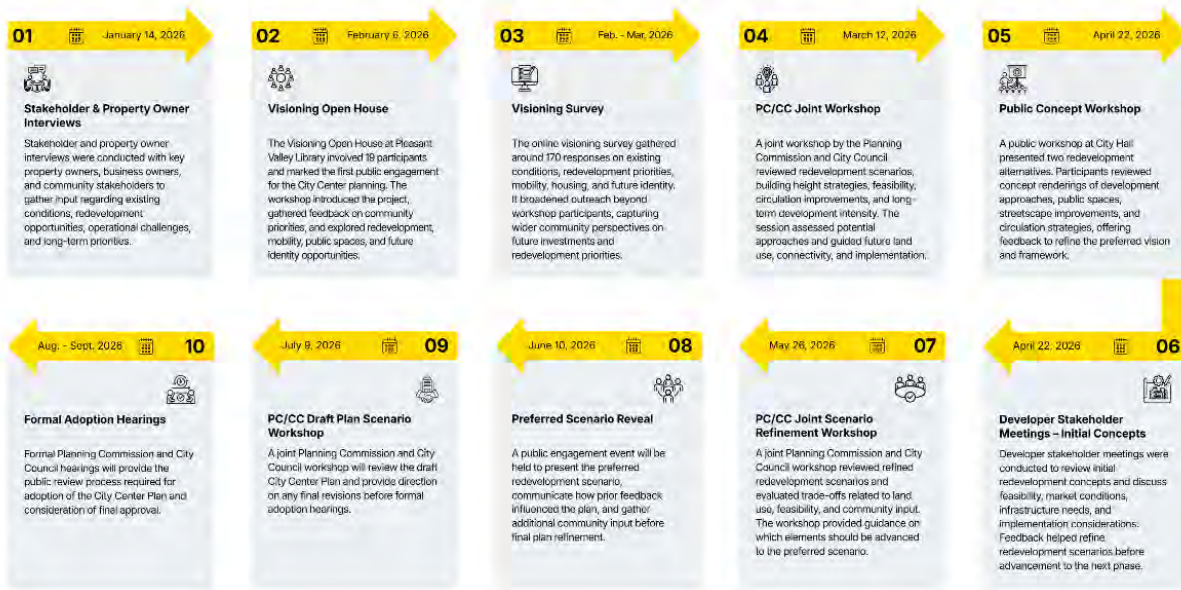
BACKGROUND

The goal of creating a city center plan stemmed from the adopted 2023 General Plan. A city center is mentioned throughout the general plan, and it is woven into the catalytic projects chapter of the plan. Back in September 2024, planning staff was directed to submit a letter of intent application for the Transportation Land Use (TLC) grant with Wasatch Front Regional Council (WFRC). After the initial review of the letter of intent, the city was invited to apply for the grant in December 2024. The city was awarded a \$110,000 grant in March 2026. For the remainder of the year city staff and WFRC staff was tasked with putting out a request for proposal (RFP) and the city ended up selecting Downtown Redevelopment Services and their team to help put together the city center plan. For much of this year, our consultants, city staff, appointed and elected officials have worked together to assemble the city center plan. That process included a dedicated website, existing conditions analysis, proposed concept, open houses, a survey, interviews /discussions and joint meetings to come to the final product which is live on the South Ogden City Center website (below is a snapshot from the plan of the engagement process). The plan went in front of Planning Commission on August 13, 2026 and a public hearing was held. Before the public hearing, the commission turned the time over to staff and the consultant to briefly go over the overview of the city center plan. Many residents attended the meeting and expressed concerns regarding traffic, parking issues eminent domain, minimum property size, funding, businesses and homeowners being pushed out and losing city identity. Ben, DRS Planner, staff and commissioners addressed the concerns but ultimately these are concerns that city staff and City Council should take into consideration as we move forward.



PUBLIC ENGAGEMENT SYNOPSIS

Since January 2026, a series of public and stakeholder engagement activities were completed that gathered input regarding development preferences, transportation and connectivity issues, and community priorities that could help guide the City Center vision and implementation recommendations.



ANALYSIS

As mentioned, the city has worked with our consultants to put together this city center plan, and the goal for this meeting is to hold a public hearing and forward a recommendation to City Council for the adoption of the plan. The final plan draft is located under the “Project Updates” tab of the <https://southogdencitycenter.com/project-updates> website. Planning Commission has had time to review, ask questions and has been part of discussions of this plan. Now it is in front of them to discuss and make a recommendation of adoption. The purpose of the agenda item and public hearing is to review and consider the plan itself; it is NOT to make any changes to any existing code or ordinance that has already been adopted. If the Planning Commission votes to give a positive recommendation to City Council, City Council will then have a chance to review the plan, ask any questions they may have and have the final vote. As of right now, it is scheduled to be on their August 18 meeting. If the City Council decides to adopt the plan, then it is up to staff, Planning Commission and City Council, to put together a game plan as to how we will take in the recommendations that our consultants have given us and move forward. That includes but is not limited to updating the form-based code, possibly making infrastructure improvements, and running studies.

Seeing as Planning Commission and City Council have both been part of the process of putting together the plan, staff recommends the approval of this plan.

ORDINANCE NO. 26-06

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, ADOPTING A CITY CENTER MASTER PLAN, INCLUDING ALL MAPS AND APPENDICES; AND ESTABLISHING AN EFFECTIVE DATE.

Section I - Recitals:

WHEREAS, SOUTH OGDEN City ("City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with Utah Code ("UC")§ 10-3-717, and UC§ 10-3- 701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, in conformance with UC §10-9a-401, the governing body of the city must adopt a City Center Master Plan; and,

WHEREAS, Utah Code Ann. § 10-9a-404 also provides that the Council may not adopt a City Center Master Plan unless it is first submitted to the Planning Commission for its recommendation; and

WHEREAS, the Planning Commission must provide notice as required by UCA 10-9a-204(1)(a) and hold a public hearing on the proposed City Center Master Plan; and

WHEREAS, the Planning Commission met all notification requirements and held a public hearing as set out in UCA 10-9a-204(1)(a), and that said public hearing was held on August, 13 2026; and

WHEREAS, the Planning Commission has made a recommendation to the City Council to adopt the City Center Master Plan, including all maps and appendices as laid out in Attachment A of this Ordinance; and

WHEREAS, the City Council finds that the public convenience, necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH that the City Center Master Plan be adopted as fully set out in Attachment "A", including all maps, charts, tables and other explanatory, regulatory, and advisory language and by this reference incorporated, and shall be effective from the effective date of this Ordinance forward, and shall be considered as the City Center Master Plan.

Section II - Repealer of Conflicting Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section III - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section IV - Savings Clause:

If any provision of this Ordinance be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason will not render any other provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed to be the separate independent and severable act of the City Council of South Ogden City.

Section V - Date of Effect

This Ordinance will be effective on the 18th day of August 2026, and after publication or posting as required by law.

PASSED, ADOPTED AND ORDERED POSTED by the City Council of South Ogden City, Utah this 18th day of August, 2026.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, MMC City
Recorder

ATTACHMENT “A”

ORDINANCE NO.26-06

An Ordinance of South Ogden City, Utah, Adopting A City Center Master Plan, Including All Maps and Appendices; And Establishing an Effective Date.

18 August 26

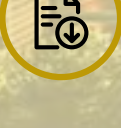


SOUTH OGDEN

CITY CENTER MASTER PLAN

JULY
2026

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ACKNOWLEDGEMENTS

This plan was funded by South Ogden City and the Wasatch Front Regional Council (WFRC). The development of this plan was made possible by residents and stakeholders in South Ogden as well as the following individuals.

ADVISORY GROUP

- Mayor Russ Porter, South Ogden City
- Councilman Mike Howard, South Ogden City
- Councilman Jeremy Howe, South Ogden City
- Matthew Dixon, City Manager, South Ogden City
- Summer Palmer, South Ogden City
- Commissioner Katie Wahlquist, South Ogden City
- Commissioner Pete Caldwell, South Ogden City
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- Jon Anderson, South Ogden City
- Salvatore Ciaravino, Land Owner
- Jory Walker, Architect
- Gary Sedoruk, Land Owner
- Jeremy Howe, City Council

CITY COUNCIL

- Jeremy Howe
- Mike Howard
- Doug Stephens
- Jeanette Smyth
- Clayton Peterson

PLANNING COMMISSION

- Robert Bruderer, Chairman
- Pete Caldwell, Vice Chair
- Brian Mitchell
- Norbet Didier
- Brittany Rocha
- Katie Wahlquist
- Adam Ritchie

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- Nathan Davis, Downtown Redevelopment Services
- Isabella Enriquez, Downtown Redevelopment Services
- Schyler Peeples, Downtown Redevelopment Services



- Ryan Wallace, MHTN Architects
- Melissa Fryer, MHTN Architects
- Kate Ades, MHTN Architects



- Sophie Bellina, Kimley-Horn
- Brent Crowther, Kimley-Horn



- Tim Watkins, WFRC

01

INTRODUCTION

The Master Plan’s vision is to create a mixed-use neighborhood to serve as the City’s heart, laying out strategies for redevelopment, transportation, and public space to transform the suburban commercial area into a multimodal, mixed-use district that serves South Ogden and attracts regional visitors. Through technical analysis and extensive engagement, the Plan identifies a preferred development scenario, along with the associated infrastructure and public space investments and implementation strategies. This Plan will create a coordinated public and private investment effort to help develop a vibrant City Center neighborhood.



02

PREVIOUS PLAN REVIEW

2023 General Plan Update

The 2023 South Ogden City General Plan identifies the development of a vibrant, mixed-use City Center as one of the main recommendations for the coming decade. This Plan serves as the implementation strategy for the General Plan’s vision by providing a detailed framework for redevelopment, transportation, and public space within the City Center area.

The City Center Master Plan facilitates the implementation of several General Plan recommendations, including the following:

-  Establishing the City Center as a mixed-use and civic hub for the community.
-  Providing a balanced mix of housing, retail, dining, office, entertainment, service, and civic uses.
-  Adding residential units to promote affordability and vibrancy in the City Center.
-  Improving multimodal connectivity through the area and into adjacent neighborhoods.
-  Facilitating the redevelopment of aging suburban commercial properties.
-  Creating high-quality, multi-purpose public spaces and streetscapes.
-  Promoting the desired ‘Old Town’ feel on the east side of Washington Boulevard.
-  Refining development standards to facilitate the preferred development scenario.



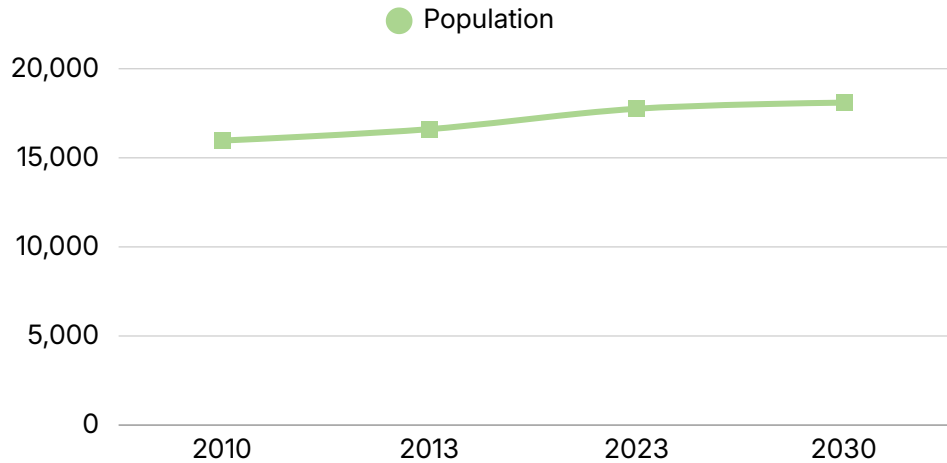
DEMOGRAPHIC ANALYSIS

Population Summary

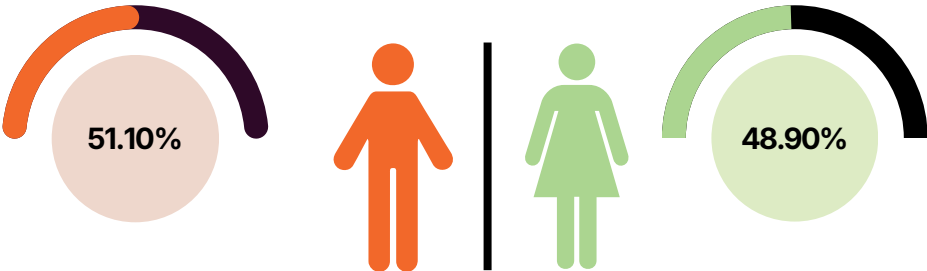
South Ogden’s population in 2023 was estimated at 17,758 people; this number has increased over the past decade from 16,612 in 2013. This continued growth in population suggests that South Ogden is looked at as a favorable place to move to and will continue to be in the near future.

POPULATION SUMMARY	
2010	15,970
2013	16,612
2023	17,758
2030	18,100

Table X: South Ogden City Population Growth



South Ogden has a balanced distribution of population based on gender, with 51.1% of the population being male and 48.9% of the population being female.



Age Distribution

The median age in South Ogden is 33.1 years, which is comparable to both Weber County’s at 34 years and the state of Utah at 32.5 years.

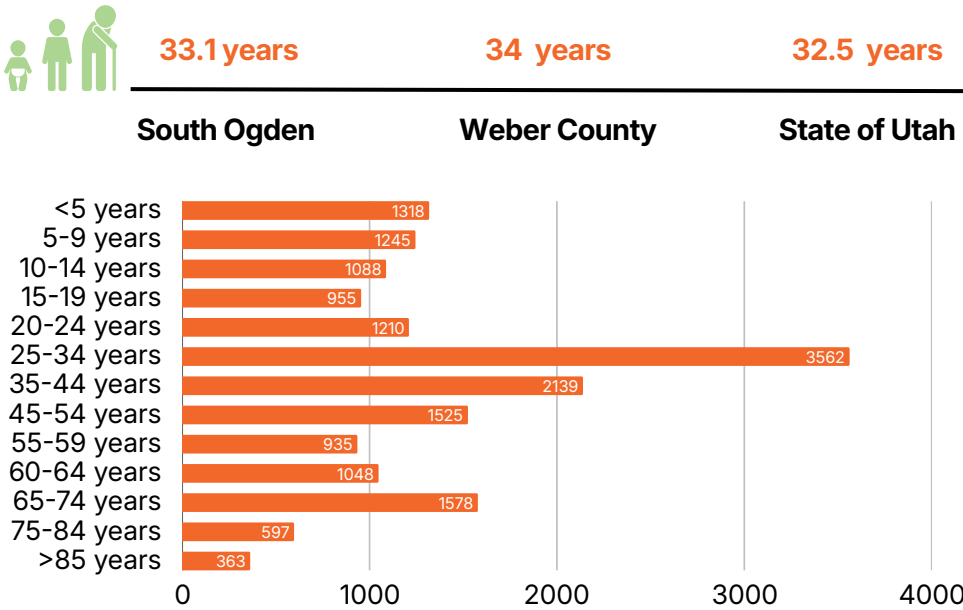


Table X: South Ogden City Age Distribution

Income Comparison Analysis

South Ogden has a median household income of \$81,543, which is less than both the Weber County median at \$87,083 and the state of Utah median at \$91,750. These figures reflect that individual and household income in South Ogden is in line with county and state averages.

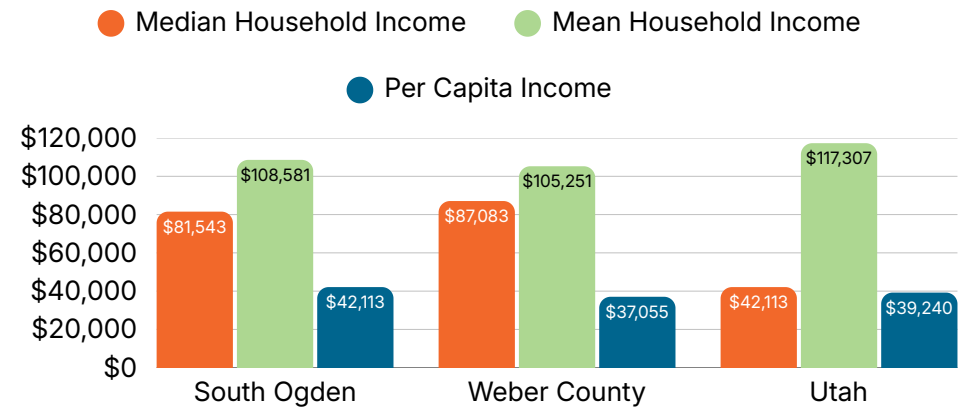


Table X: South Ogden City Income Comparative Analysis

Poverty Rate Comparative Analysis

Poverty in South Ogden is reported to be at a rate of 7.8%, which falls between the county rate of 7.5% and the state rate of 8.6%.

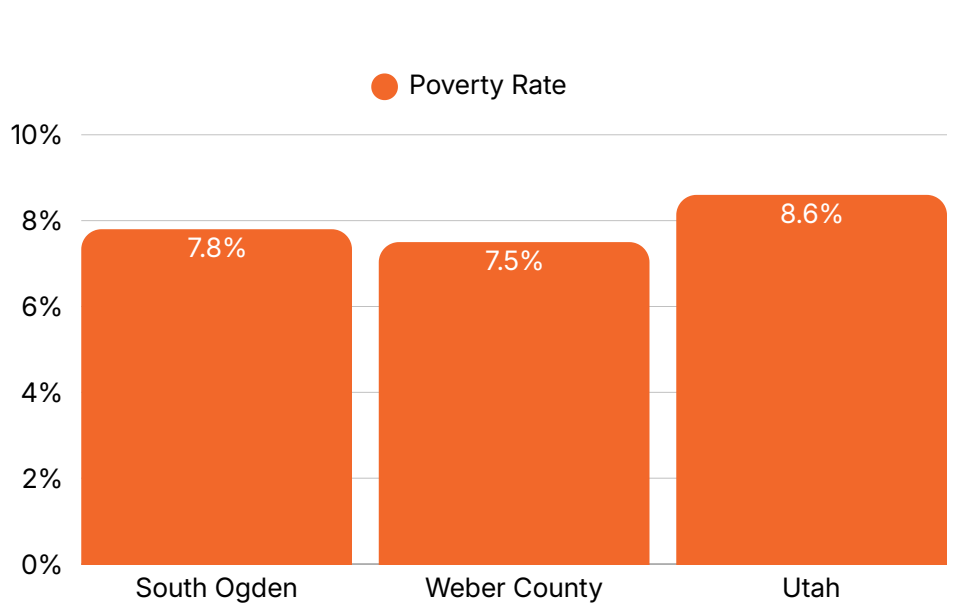


Table X: South Ogden City Poverty Rate Comparative Analysis

Cost Burdened Households

Along with this, South Ogden has a higher percentage of cost-burdened households at 14.3%, meaning there is a larger percentage of households in South Ogden that spend 30% or more of their income on household expenses.

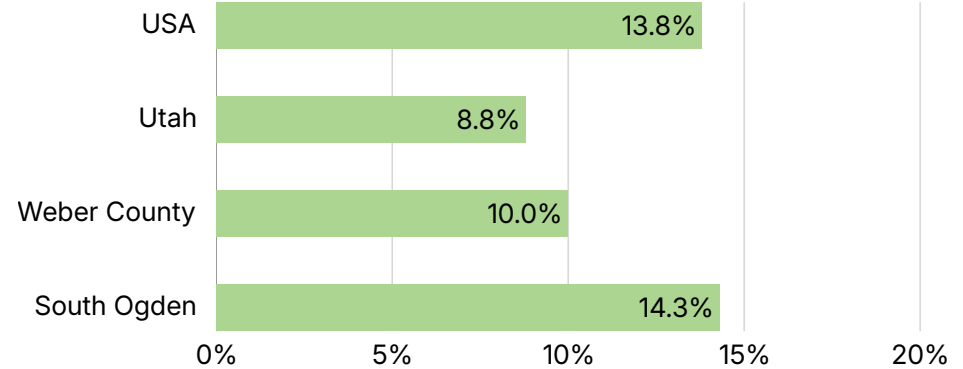


Table X: South Ogden City Cost Burdened Households Comparative Analysis

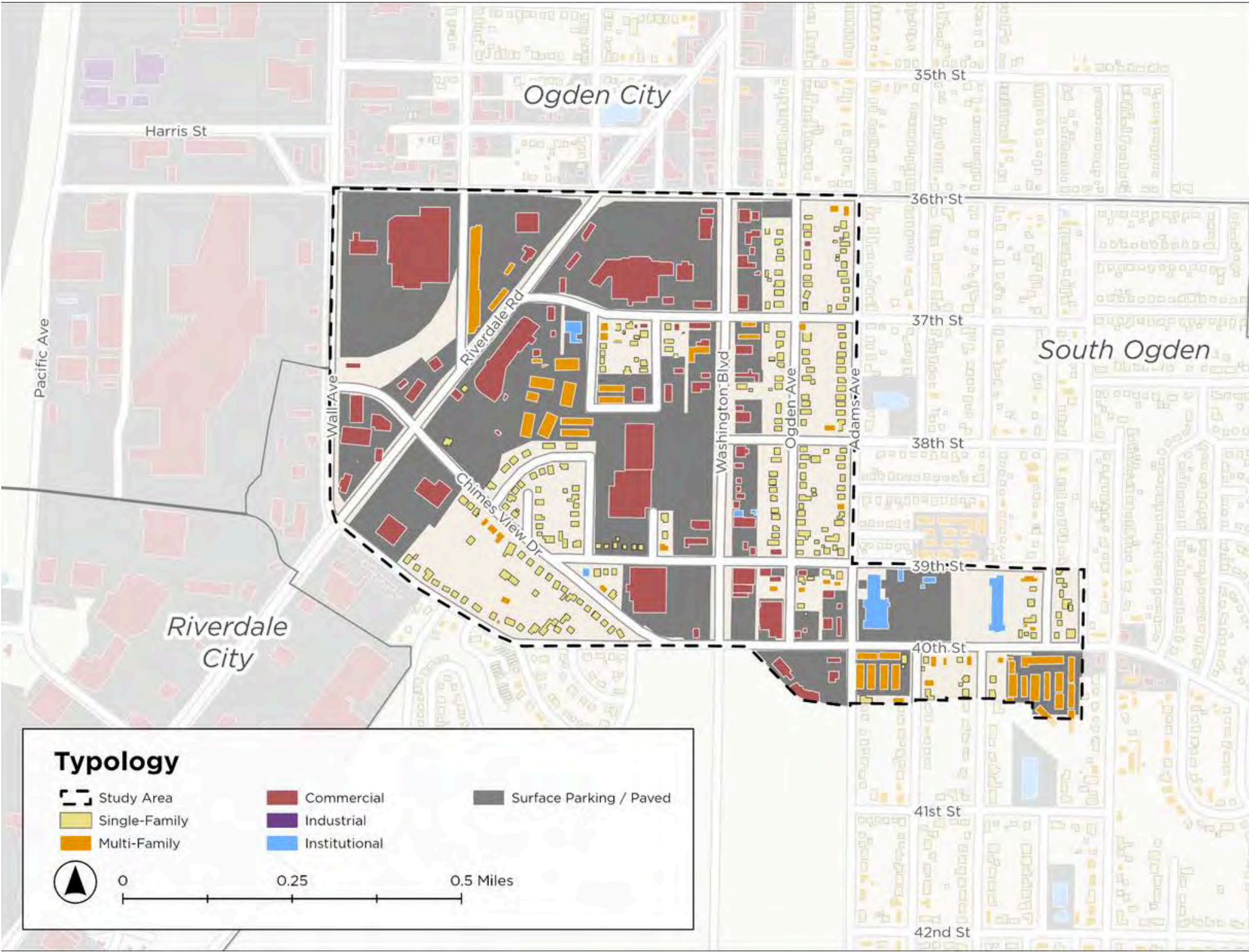


Figure X: Building typology and surface parking area

Physical Conditions

South Ogden sits at the base of the Wasatch Mountains, which influence the area's physical conditions. The City Center's proximity to the mountains provides views of Mount Ogden and the surrounding peaks but also limits the amount of open space available for redevelopment.

- ✓ The City Center only has one park (40th Street Park), and many portions of the study area have a lack of tree canopy, which doesn't help facilitate a pedestrian-friendly environment.
- ✓ A 12% gradual east-to-west slope presents an opportunity for innovative development such as split-level, terraced, or stepped buildings to minimize the impact of building height and massing, while also offering enhanced views and unique site character.
- ✓ Gaps between buildings, discontinuous building façades, and large distances between destinations hinder the pedestrian experience but offer potential for infill and improved public realm connections.

EXISTING CONDITIONS ASSESSMENT



Figure X: Current Transit Service

Transportation & Mobility

Washington Boulevard (US-89) serves as a major north-south arterial through the South Ogden Town Center study area and provides essential access and connectivity through the heart of the City Center area. The roadway network on the north, east, and south of the Town Center follows a grid-like pattern, which supports multiple access points into the core area and enhances overall connectivity. While the transportation network provides strong vehicular access, existing pedestrian and bicycle connections are more limited throughout the City Center area.

- ✓ Washington Boulevard acts as a significant barrier to east-west pedestrian movement. Currently, marked crossing opportunities are only available at the 40th Street and 36th Street intersections.
- ✓ Sidewalks on local neighborhood streets are often discontinuous, creating gaps that limit a fully connected pedestrian network.
- ✓ Bicycle infrastructure within the South Ogden City Center area is minimal. There are no striped bicycle facilities within the core area.

EXISTING CONDITIONS ASSESSMENT

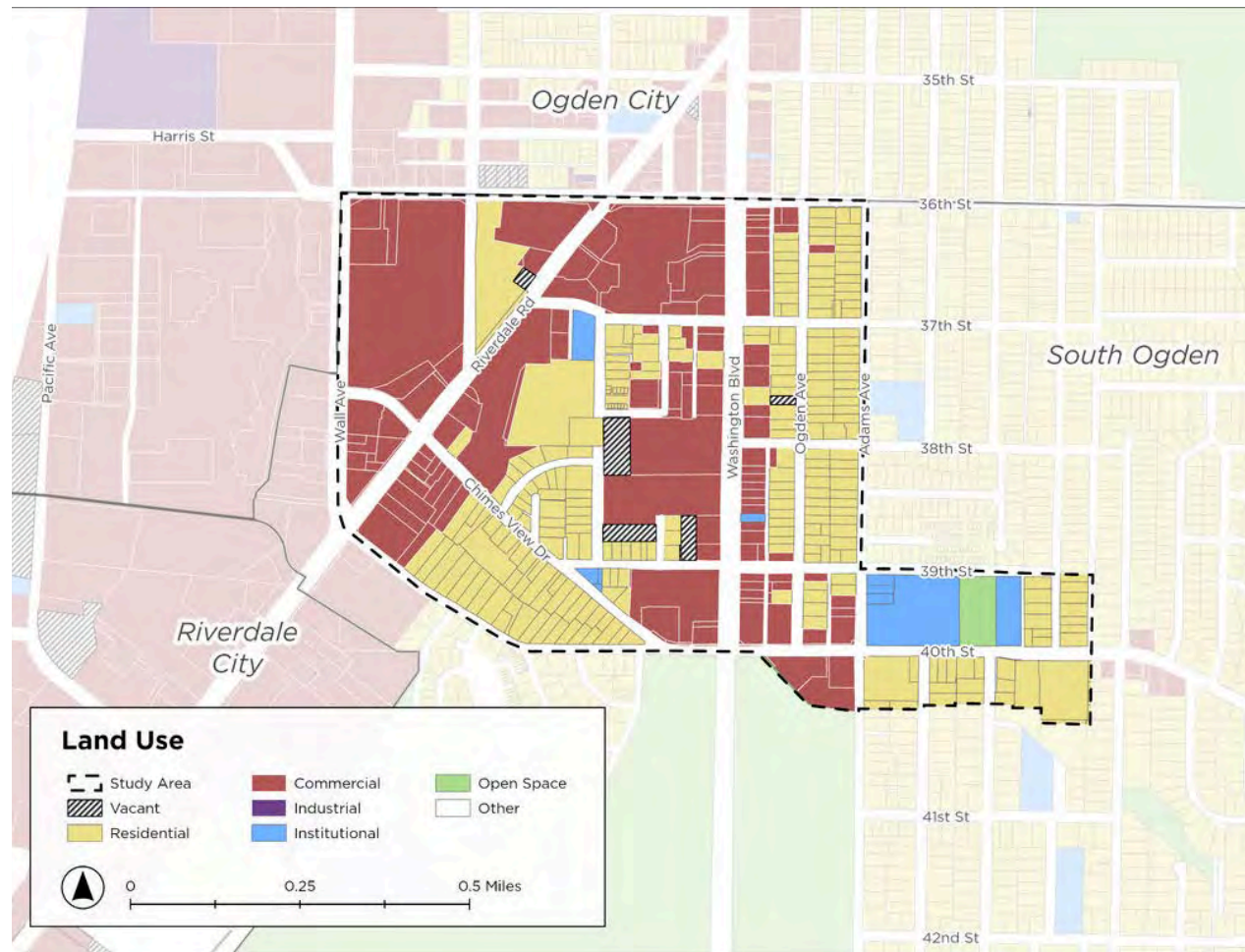


Figure X: Parcels by land use and vacancies.

Land Use

The City Center contains a mix of commercial, residential, civic, and institutional uses; however, most activity is primarily concentrated around Washington Boulevard and Riverdale Road. The two major corridors are heavily auto-oriented and are dominated by large national chains, which conflict with the vision for a pedestrian-friendly, mixed-use environment that stays true to the local character. Even though this area supports a regional commercial destination, low-density development, large surface parking lots, and gaps between destinations limit the amount of pedestrian activity the City Center could additionally support.

- ✓ The City Center is comprised of around 400 parcels, most of which are less than one acre and individually and privately owned.
- ✓ Most of the study area is surrounded by residential neighborhoods. At the same time, big-box retail and large surface lots are primarily located on Washington Boulevard and in City Center, reinforcing an auto-oriented environment.
- ✓ Recent residential development within the commercial corridor of the City Center helps shift the City Center into a more integrated mixed-use environment.

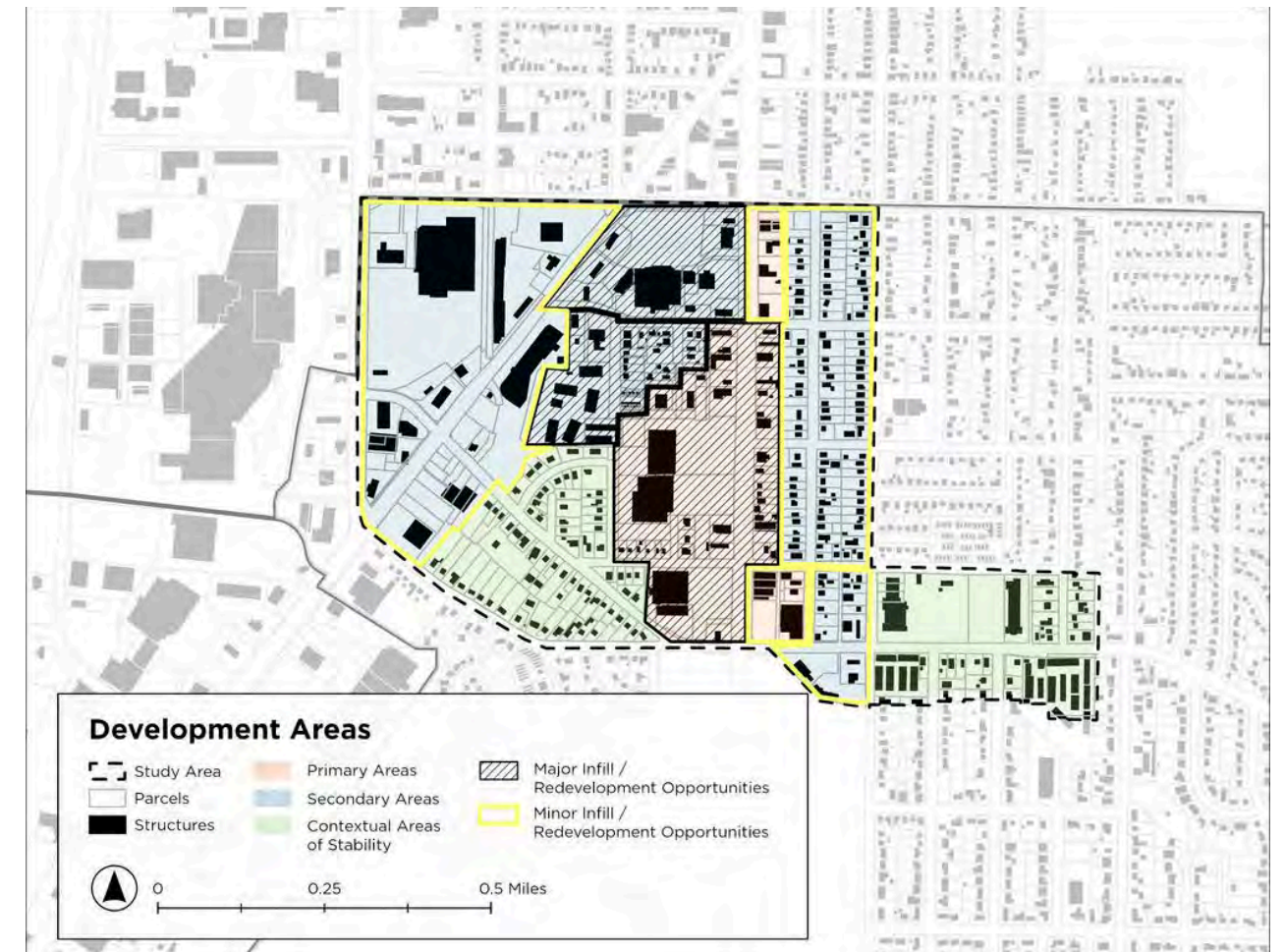


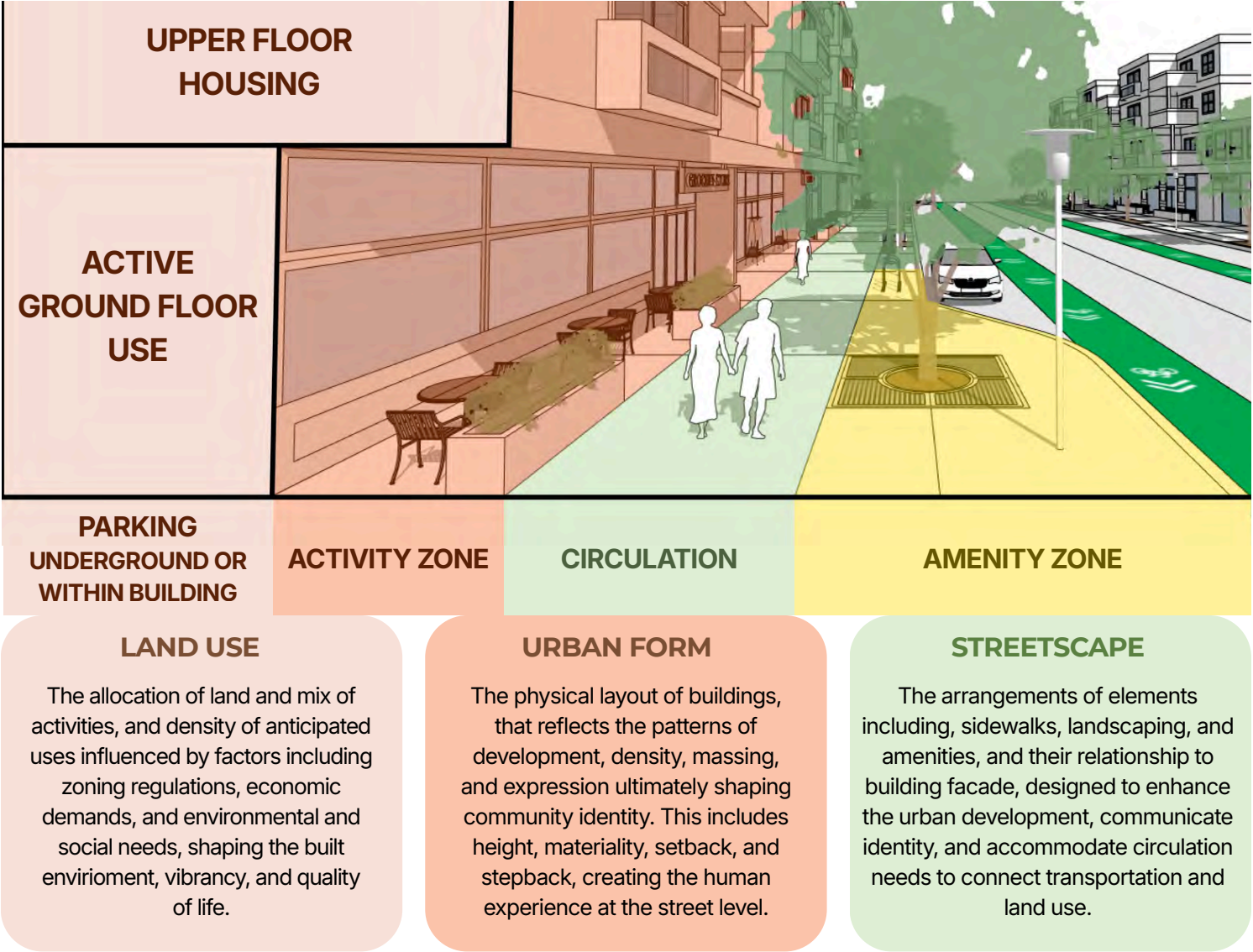
Figure X: South Ogden City Center potential areas for infill and redevelopment

Development Opportunities

South Ogden's City Center can be divided into several opportunity areas based on current use, proximity to the future urban core, and redevelopment opportunities. These areas are categorized by redevelopment importance and scale: primary or secondary, major or minor, and areas of stability.

- ✓ **Contextual Areas of Stability:** Recently redeveloped areas or ones that are unlikely to do so.
- ✓ **Primary Areas:** Concentrated around Washington Boulevard and represent the most impactful opportunities
- ✓ **Secondary Areas:** Mostly lie outside of the main corridor and would be less impactful for redevelopment
- ✓ **Major Infill:** Areas best suited for larger projects in the near term.
- ✓ **Minor Infill:** Areas more likely to evolve more naturally and incrementally as the rest of the study area develops.

EXISTING CONDITIONS ASSESSMENT



Architectural Character & Identity

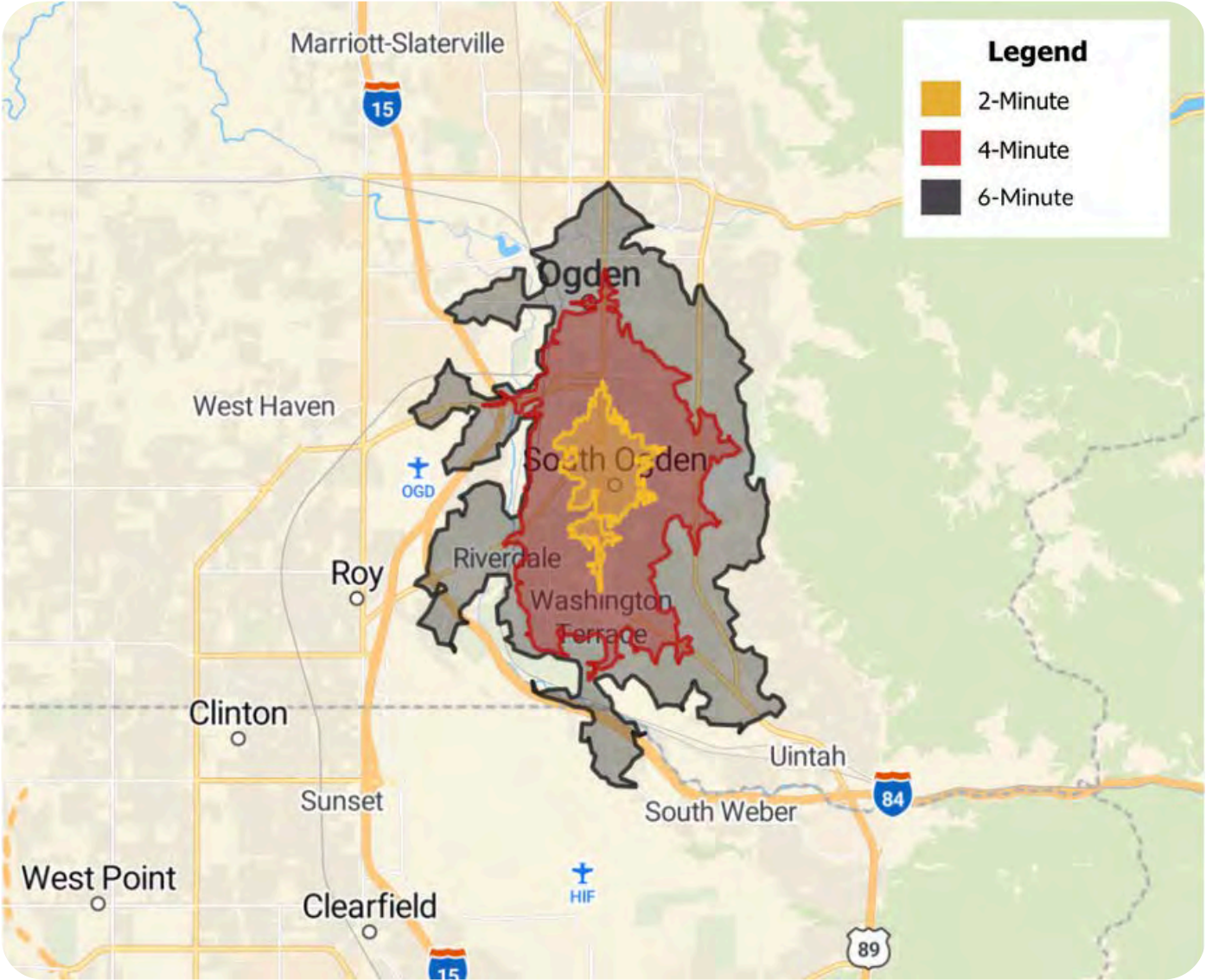
A mix of auto-oriented commercial development, newer multifamily and townhome infill, and well-established residential neighborhoods characterizes the City Center. South Ogden has very defined visual assets due to its proximity to the Wasatch Mountains. Still, the built environment lacks a consistent architectural style and landmarks that would normally define a City Center.

- ✓ Most commercial properties are 1-2 stories with an eclectic mix of architectural styles that reflect different eras of growth.
- ✓ Building setbacks, freestanding signs, and prominent surface parking lots reflect an environment more geared to a regional commercial corridor rather than a unique destination.
- ✓ The emerging civic center around City Hall, Ziegfeld Theater, and the Burch Creek Mercantile are starting to carve out their own distinct and recognizable part within the City Center.

05



MARKET ANALYSIS



Target Market Area

A mix of auto-oriented commercial development, newer multifamily and townhome infill, and well-established residential neighborhoods characterizes the City Center. South Ogden has very defined visual assets due to its proximity to the Wasatch Mountains. Still, the built environment lacks a consistent architectural style and landmarks that would normally define a City Center.

- 2 Minute**
The core trade area in central South Ogden comprises neighborhoods that provide a consistent customer base for local businesses, with residents frequently making routine trips for everyday needs like food, services, and shopping.
- 4 Minute**
The zone encompasses Washington Terrace, Riverdale, and Ogden, creating a competitive market with access to larger commercial corridors and regional retail centers, offering residents more shopping and dining choices.
- 6 Minute**
This broader trade area reaches further across Weber County and includes a more regional resident base that is less likely to rely on South Ogden for daily or routine needs due to the availability of larger retail centers closer to their homes.

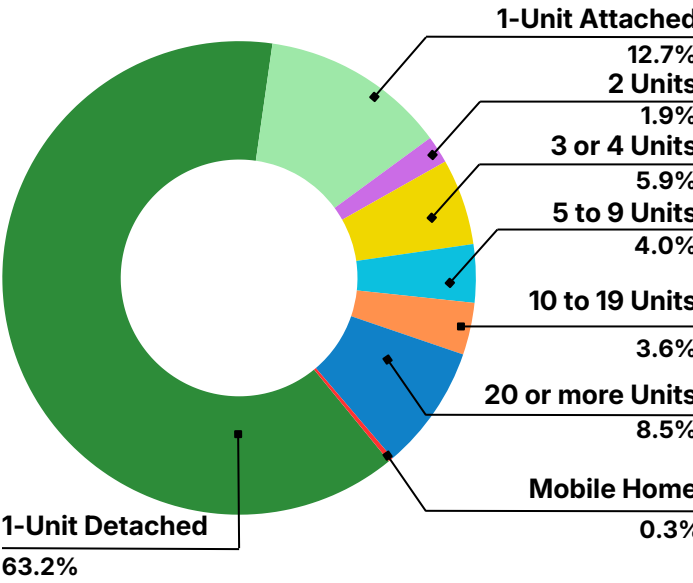
MARKET ANALYSIS

Housing Analysis

Existing Housing Conditions

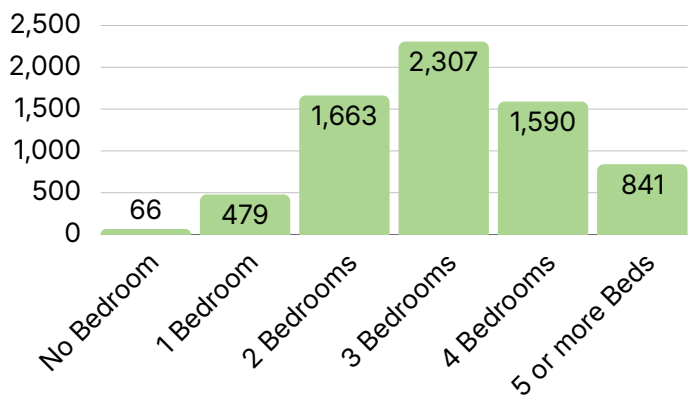
South Ogden’s housing stock is primarily made up of single-family detached homes, which make up 63.2% of the total housing supply in the city. The average number of bedrooms is 3.1, reflecting that the housing market in South Ogden is geared toward medium to large households.

Housing Units by Dwelling Type



The limited availability of smaller-sized units reinforces the opportunity to introduce a broader range of housing types and sizes to better serve singles, young professionals, seniors, and smaller households.

Housing Units by Bedroom Count



Multifamily Trends

The following information summarizes current multifamily market conditions using CoStar data for 2-, 4-, and 6-minute drive time areas around the City Center.

DRIVE-TIME AREA CONDITIONS			
	2-MINUTES	4-MINUTES	6-MINUTES
Inventory Units	1,127	2,487	8,438
12 Month Unit Absorption	102	150	288
Vacancy Rate	6.0%	6.7%	8.3%
Market Rent/Unit	\$1,381	\$1,352	\$1,311
Market Sale Price/Unit	\$254,144	\$219,719	\$222,568
Market Cap Rate	5.7%	5.7%	5.6%

*Market conditions reflect CoStar data as of Q2 2026 (April-June 2026).



Multifamily vacancy rates within South Ogden have remained fairly stable until a spike in 2026. The temporary vacancy spike corresponds to the completion and lease-up of new multifamily developments, including Lotus Green and Seasons on Riverdale.

Market rent growth for all drive times has stayed similar to each other, meaning that multifamily demand is consistent throughout the market. Market rents have dipped over a few periods, then seem to stabilize out, suggesting that the market will continue growing steadily.

Office Analysis

The South Ogden City Center area offers a unique office opportunity that has the capacity to support a broader range of office uses, including larger and more flexible spaces that usually wouldn’t fit within smaller, City Center cores.

DRIVE-TIME AREA CONDITIONS - CLASS B & C			
	2-MINUTES	4-MINUTES	6-MINUTES
Inventory SF	367,771	1,001,066	5,419,612
12 Month SF Absorption	-20,146	-46,349	-86,871
Vacancy Rate	6.3%	9.9%	5.3%
Market Rent/SF	\$20.85	\$20.81	\$23.48
Market Sale Price/SF	\$149	\$137	\$150
Market Cap Rate	10.7%	10.3%	10.1%

*Market conditions reflect CoStar data as of Q2 2026 (April-June 2026).



Office rents for each drive-time have steadily increased since 2021, with the 2- and 4- minute drive time having very similar rent levels throughout the entire period. Rent levels within the 6-minute drive time are consistently higher and show that South Ogden has higher rent and stronger performing office spaces outside the immediate City Center area.



Vacancy levels across each drive time vary significantly, with the 4-minute drive time having the highest vacancy throughout the entire period. The lower vacancy for the immediate City Center area means that office spaces are being occupied at a higher rate and have higher tenant retention.

MARKET ANALYSIS

Retail and Services Analysis

This retail analysis examines existing market conditions and consumer demand within South Ogden’s City Center and surrounding trade areas using Costar and Claritas data. This review highlights opportunities to strengthen the City Center’s role as a neighborhood-serving commercial district.

DRIVE-TIME CONDITIONS - RETAIL			
	2-MINUTES	4-MINUTES	6-MINUTES
Inventory SF	2,165,199	2,519,788	5,149,050
12 Month SF Absorption	830	2,383	-34,103
Vacancy Rate	14.0%	12.2%	7.5%
Market Rent/SF	\$18.67	\$18.76	\$19.16
Market Sale Price/SF	\$164	\$167	\$170
Market Cap Rate	6.8%	6.9%	6.9%

*Market conditions reflect CoStar data as of Q2 2026 (April-June 2026).



Rental rates for all drive times have remained consistently similar to each other through the forecast period, which suggests a stable retail market with most tenants paying similar rents across the South Ogden area.



Retail vacancy is the highest within the 2- and 4-minute drive times, which suggests that retail spaces closest to the City Center have greater leasing challenges than the surrounding market. Attracting additional visitors through new destinations could help support retail occupancy over time.

Absorption by Square Footage

Based on regional averages for retail, restaurant, and activation square footage as well as population metrics, the absorption by square footage was calculated to determine if South Ogden’s existing commercial square footage aligns with surrounding cities.

SPACE PER POPULATION			
	RETAIL	RESTAURANT	ACTIVATION
Regional Average	32.7	3.2	2.0
South Ogden	7.4	6.1	3.4
Delta	25.3	-3.0	-1.4
Growth (Sq Ft)	446557	-52372	-24619

South Ogden has significantly less retail square footage per resident than other comparable cities within the region which suggests the opportunity to incrementally additional retail space to meet current and future population needs. Both restaurant and activation spaces exceed regional averages which means new commercial development will mostly likely be focused on retail rather than dining or entertainment uses.



MARKET ANALYSIS

Retail and Services Opportunity Gaps

The retail and services analysis shows that South Ogden has clear unmet demand for additional shops, restaurants, and everyday services, especially within the 2-minute drive time area. This points to an opportunity to strengthen the City Center as a mixed-use commercial corridor that supports both nearby residents and visitors.

NAICS SECTOR	DRIVE TIME		
	2-MINUTES	4-MINUTES	6-MINUTES
Lawn and garden equipment and supplies stores (NAICS 4442)	\$192,208	\$2,280,294	\$3,669,094
Specialty food stores (NAICS 4452)	\$142,678	\$1,042,032	\$1,979,187
Family clothing stores (NAICS 44814)	\$653,939	\$2,578,119	\$3,617,299
Shoe stores (NAICS 4482)	\$308,019	\$881,053	\$558,926
Jewelry, luggage, and leather goods stores (NAICS 4483)	\$396,044	\$2,273,746	\$4,889,989
Sporting goods, hobby, and musical instrument stores (NAICS 4511)	\$628,082	\$3,963,028	\$5,217,309
Limited-service restaurants (NAICS 722513)	\$3,290,895	\$20,824,061	-\$256,449
Snack and non-alcoholic beverage bars (NAICS 722515)	153,558	-\$2,187,354	-\$978,404

*Retail opportunity gaps are based on current population, household, and consumer spending patterns within each drive-time area. These estimates do not account for additional retail demand that may result from future redevelopment, new residents, or visitors within the City Center.

South Ogden’s City Center retail opportunity gap highlights the potential to support new businesses to meet unmet consumer demand. By comparing this gap to average sales per establishment in Utah (based on the 2017 Economic Census), we can estimate how many businesses could be sustained in each sector.

NAICS SECTOR	POTENTIAL ESTABLISHMENTS		
	2-MINUTES	4-MINUTES	6-MINUTES
Lawn and garden equipment and supplies stores (NAICS 4442)	0.08	0.91	1.46
Specialty food stores (NAICS 4452)	0.16	1.14	2.16
Family clothing stores (NAICS 44814)	0.22	0.87	1.22
Shoe stores (NAICS 4482)	0.28	0.79	0.50
Jewelry, luggage, and leather goods stores (NAICS 4483)	0.31	1.79	3.84
Sporting goods, hobby, and musical instrument stores (NAICS 4511)	0.34	2.14	2.81
Limited-service restaurants (NAICS 722513)	3.11	19.68	-0.24
Snack and non-alcoholic beverage bars (NAICS 722515)	0.30	4.27	1.91



MARKET ANALYSIS

Growth Opportunities

The business types listed below show the strongest potential for growth opportunities within the 2-minute drive time area, based on the market supply gap and average sales per establishment in Utah.

Restaurant Opportunities

Limited-Service Restaurants

(NAICS 722513)



Example of a Limited-Service Restaurant | Source: Gastronomic SLC

Limited-service restaurants provide quick, affordable meals with minimal or no table service, with customers usually ordering at a counter or kiosk. Within the South Ogden City Center, these establishments can help support consistent daily activity by offering convenient, lower-cost dining options. These types of restaurants may include:

- ✓ Sandwich and deli concepts
- ✓ Pizza by-the-slice or quick-service pizza shops
- ✓ Burrito, bowl, or noodle concepts

Snack and Non-Alcoholic Beverage Bars

(NAICS 722515)



Example of a Snack and Nonalcoholic Bar | Source: Visit Utah

These establishments specialize in serving items such as coffee, ice cream, smoothies, or baked goods, typically designed for quick visits, take-out, or short stays rather than extended dining. They often function as convenient food and beverage options that benefit from visibility, easy access, and repeat local customers. These types of establishments may include:

- ✓ Tea house or bubble tea bar
- ✓ Açai bowl and juice concept
- ✓ Game or social café

Retail Opportunities

Sporting Goods, Hobby, and Musical Instrument Stores

(NAICS 4511)



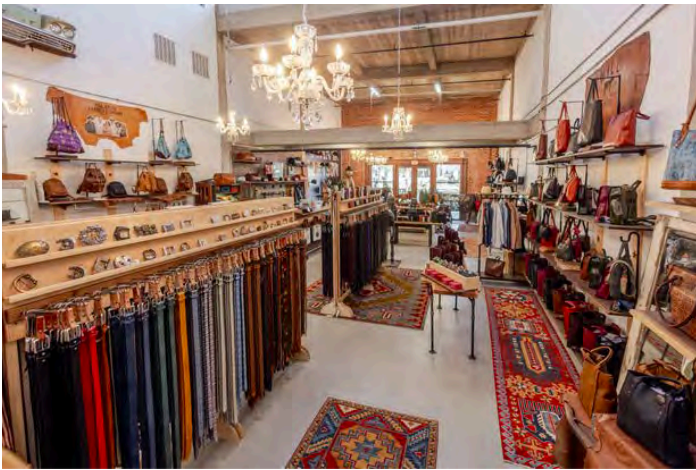
Example of an Outdoor Recreation Store | Source: Zion Guru

Sporting goods, hobby, and musical instrument stores sell equipment, supplies, and merchandise for recreation, creative activities, and music. These businesses typically serve a mix of residents and repeat customers seeking niche products, lessons, or accessories. These types of stores may include:

- ✓ Sporting goods and outdoor recreation stores
- ✓ Bicycle shops and repair services
- ✓ Musical instrument sales, lessons, and repair shops

Jewelry, Luggage, and Leather Goods Stores

(NAICS 4483)



Example of a Leather Goods Store | Source: PaperCity Magazine

Jewelry, luggage, and leather goods stores sell items such as fine jewelry, watches, travel bags, accessories, and specialty leather products that can help broaden the City Center's retail mix by introducing higher-value goods that complement existing businesses. These types of establishments can:

- ✓ Complement existing specialty retail and personal service businesses
- ✓ Attract customers making intentional or occasion-based purchases
- ✓ Operate successfully in smaller storefronts with focused displays

EXISTING CONDITIONS ASSESSMENT

Shoe Stores

(NAICS 4482)



Example of a Shoe Store | Source: Yelp

Shoe stores specializing in boots and everyday footwear align well with South Ogden’s mix of working professionals and active residents. A footwear store offering a focused selection of casual, work, and outdoor shoes would serve practical, everyday needs while adding options to the area’s retail mix. These types of establishments can:

- ✔ Provide practical, high-demand products for year-round sales.
- ✔ Complement existing apparel, outdoor, and specialty retail uses
- ✔ Serve residents looking for durable footwear and personalized service.

Family Clothing Stores

(NAICS 44814)



Example of a Family Clothing Store | Source: Twin Cities Families

Family clothing stores offer apparel for men, women, and children, typically supporting routine wardrobe needs and school-related purchases. In the South Ogden City Center, family clothing stores support locals by meeting regular apparel needs for nearby residents and households. These types of stores may include:

- ✔ Value-oriented or discount clothing stores
- ✔ Casual and everyday wear shops
- ✔ Children’s and youth clothing stores

Specialty Food Stores

(NAICS 4452)



Example of a Specialty Food Market | Source: Troyer’s Market

Specialty food stores cater to customers looking for fresher ingredients, specialty items, or culturally specific food items that extend beyond a traditional grocery store. This type of store would attract customers who shop intentionally and return regularly based on niche product preferences. These types of establishments can:

- ✔ Serve customers looking for specialty or fresh ingredients not found elsewhere.
- ✔ Support meal preparation and home cooking through curated product offerings
- ✔ Introduce retail variety without competing directly with full-service grocery stores

Plant Store

(NAICS 4442)



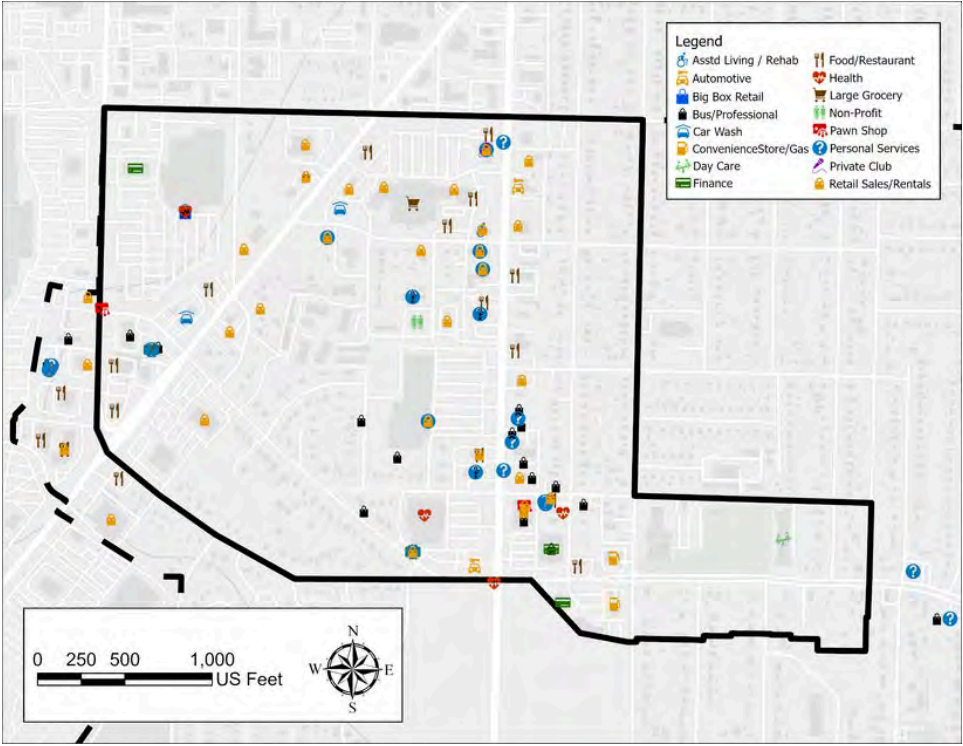
Example of a Plant Store | Source: Terra Planted

Plant stores typically attract customers interested in gardening and plant care and would function as a specialty retail use that supports home decor and hobby-based shopping. These types of establishments may include:

- ✔ Houseplant and indoor plant boutiques
- ✔ Specialty plant and garden décor shops
- ✔ Small-scale nursery or greenery shops

EXISTING CONDITIONS ASSESSMENT

Existing Business Conditions

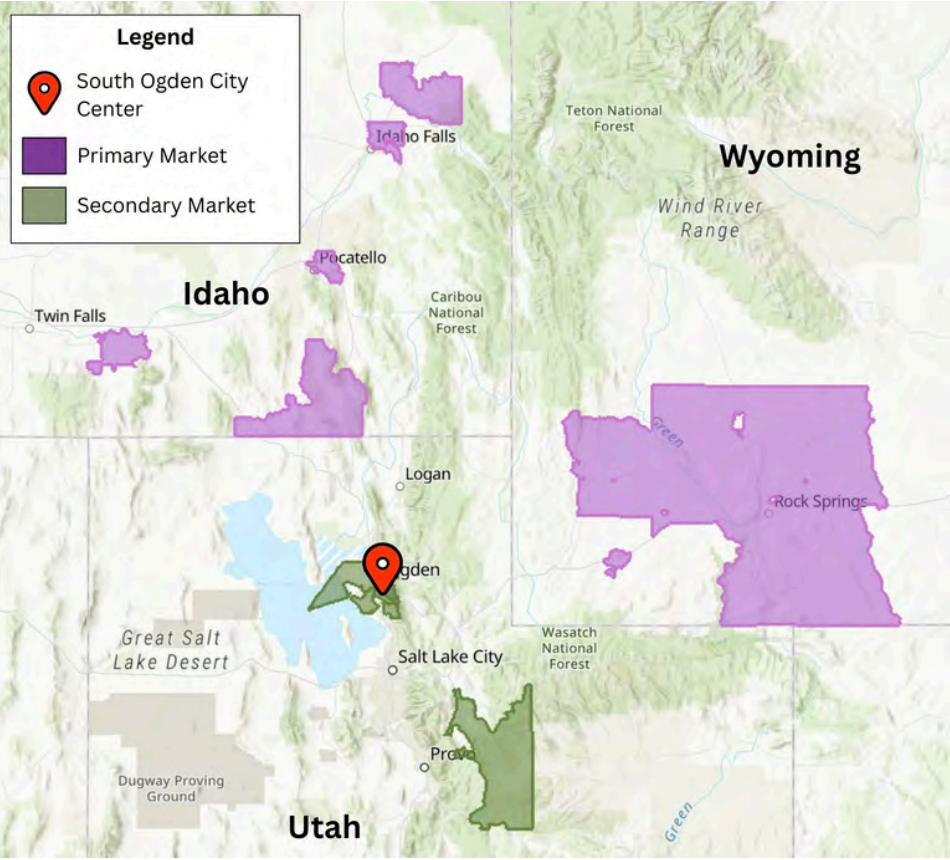


The South Ogden City Center study area has 158 active businesses, mostly concentrated along Washington Boulevard and Riverdale Road, that consist of retail sales and rentals, personal services, food and restaurant businesses, and a range of commercial and service businesses. Smaller professional businesses like financial, health, and nonprofit uses are also present and help support daily needs. Overall, the area demonstrates a stable commercial base with clear opportunities for strategic growth and diversification.

BUSINESS TYPES BY PRIMARY USE (NUMBER OF BUSINESSES)	
Business/Professional	28.5%
Retail Sales/Rentals	27.2%
Personal Services	19.6%
Food/Restaurant	15.2%
Auto-Related Services	4.4%
Health & Non-Profit	3.8%
Convenience Uses	1.3%



VISITOR ANALYSIS



To better understand the regional visitor market for the South Ogden City Center, a geographic analysis was conducted to identify ZIP codes with demographic and behavioral characteristics that align with South Ogden’s demographic profile. These areas represent populations that are both geographically positioned and behaviorally inclined to travel to destinations like South Ogden.

PRIMARY VISITOR MARKET

1. Salt Lake City Market

The Salt Lake City region represents the strongest visitor origin market identified in this analysis. Several ZIP codes from Salt Lake, Weber, Morgan, and Utah counties were found to be the origin of most visitors to South Ogden and the City Center.

The 5 ZIP codes that visitors originated from most include:

- ✓ Ogden City, UT (84403)
- ✓ South Weber, UT (84405)
- ✓ Plain City, UT (84404)
- ✓ West Haven, UT (84401)
- ✓ North Ogden, UT (84414)

This primary market consists of mostly younger households that have an active and family-oriented lifestyle. The largest age cohort within this market is 25-34 (15.7%), and the median household income is \$89,961. Using ESRI’s Tapestry Segments, this market is characterized by the H2 Boomburbs segment, which typically includes the following lifestyle characteristics:

- ✓ Family-oriented households with children and active daily schedules
- ✓ Strong interest in outdoor recreation, fitness, and community-oriented experiences

Experiential Focus

The City Center can capture more visitor activity and spending by creating experiences that can encourage longer visits, including frequent festivals and community events, unique dining and entertainment destinations, and stronger connections to nearby parks, trails, and other recreation spaces.

VISITOR ANALYSIS

SECONDARY VISITOR MARKETS

2. Southern Idaho Market

The Southern Idaho market represents the next most common region where visitors originate from outside of Utah. Southern Idaho sits just outside the Salt Lake City market, but is still within two to three hours from South Ogden.

This secondary market consists of mostly younger families and households that have an active and family-oriented lifestyle. The largest age cohort within this market is 15-24 (24.3%), and the median household income is \$69,721. Using ESRI's Tapestry Segments, this market is characterized by the H1 Flourishing Families segment, which typically includes the following lifestyle characteristics:

- ✓ Family-oriented households with children and active lifestyles
- ✓ Seeking destination-oriented experiences and family activities

3. Southwestern Wyoming

The Southwestern Wyoming market represents a similar visitor market to that of Southern Idaho. Sitting just outside of the Salt Lake City market, but still within two to three hours of South Ogden.

This secondary market consists of established households located within affordable suburban neighborhoods. The largest age cohort within this market is 35-44 (14.2%), and the median household income is \$79,878. Using ESRI's Tapestry Segments, this market is characterized by the K2 Middle Ground segment, which typically includes the following lifestyle characteristics:

- ✓ Frequently participate in outdoor recreation, including sports, fishing, and gardening
- ✓ Regular travel to nearby states and regional destinations for leisure and recreation

Experiential Focus

These markets represent secondary opportunities for South Ogden tourism and City Center visitation. Visitors from these areas travel longer distances, so it's important to create unique experiences and destinations that justify an intentional trip to the City Center. Messaging to these markets should emphasize the vision of the City Center as a destination within the Salt Lake City region, and how it capitalizes on offering memorable experiences for visitors through recreation, placemaking, and events.

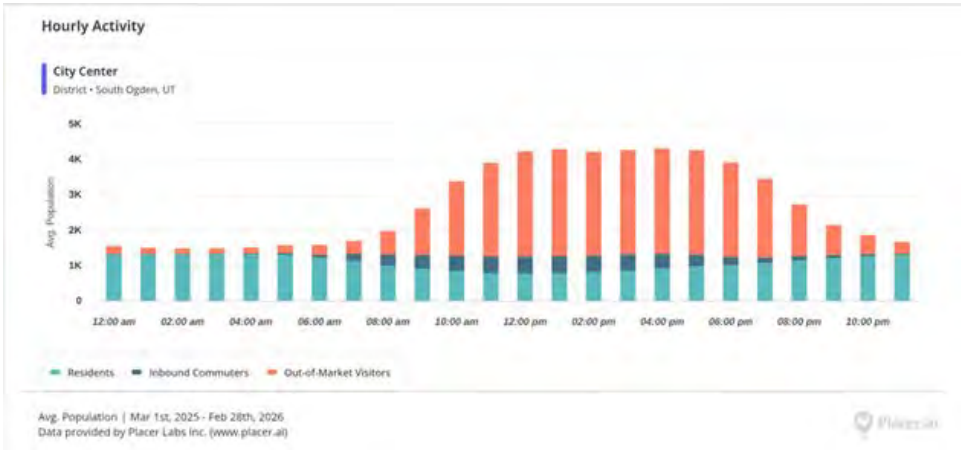
Visitation Patterns

Weekly Visitation

CENTER / DISTRICT • SOUTH OGDEN, UT 03/01/25 - 2/28/26			
	Residents	Inbound Commuters	Out-of-Market Visitors
Monday	1494	763	16136
Tuesday	1499	812	15426
Wednesday	1496	793	15713
Thursday	1489	755	15784
Friday	1483	777	19758
Saturday	1445	494	21883
Sunday	1490	306	15297

During a typical week, South Ogden tends to see more visitors from out-of-market on Fridays and Saturdays. The City Center has the opportunity to capitalize on these metrics through strategic weekend event planning and promotion of recreational, dining, and shopping opportunities to help capture more of these visitors during these days.

Daily Visitation



Visitors to South Ogden typically come between 10:00 AM and 8:00 PM, indicating a need for more daytime and early evening experiences. To attract visitors for longer stays and encourage multiple stops, South Ogden could enhance nighttime entertainment, extend dining hours, and improve access to nearby hotels, potentially increasing spending and activity.

Key Visitor Takeaways

The Salt Lake City region represents the largest and most accessible visitor market for the City Center. Secondary markets in Southern Idaho and Southwestern Wyoming provide additional opportunities to attract visitors through recreation, family events, distinct dining, and destination experiences.

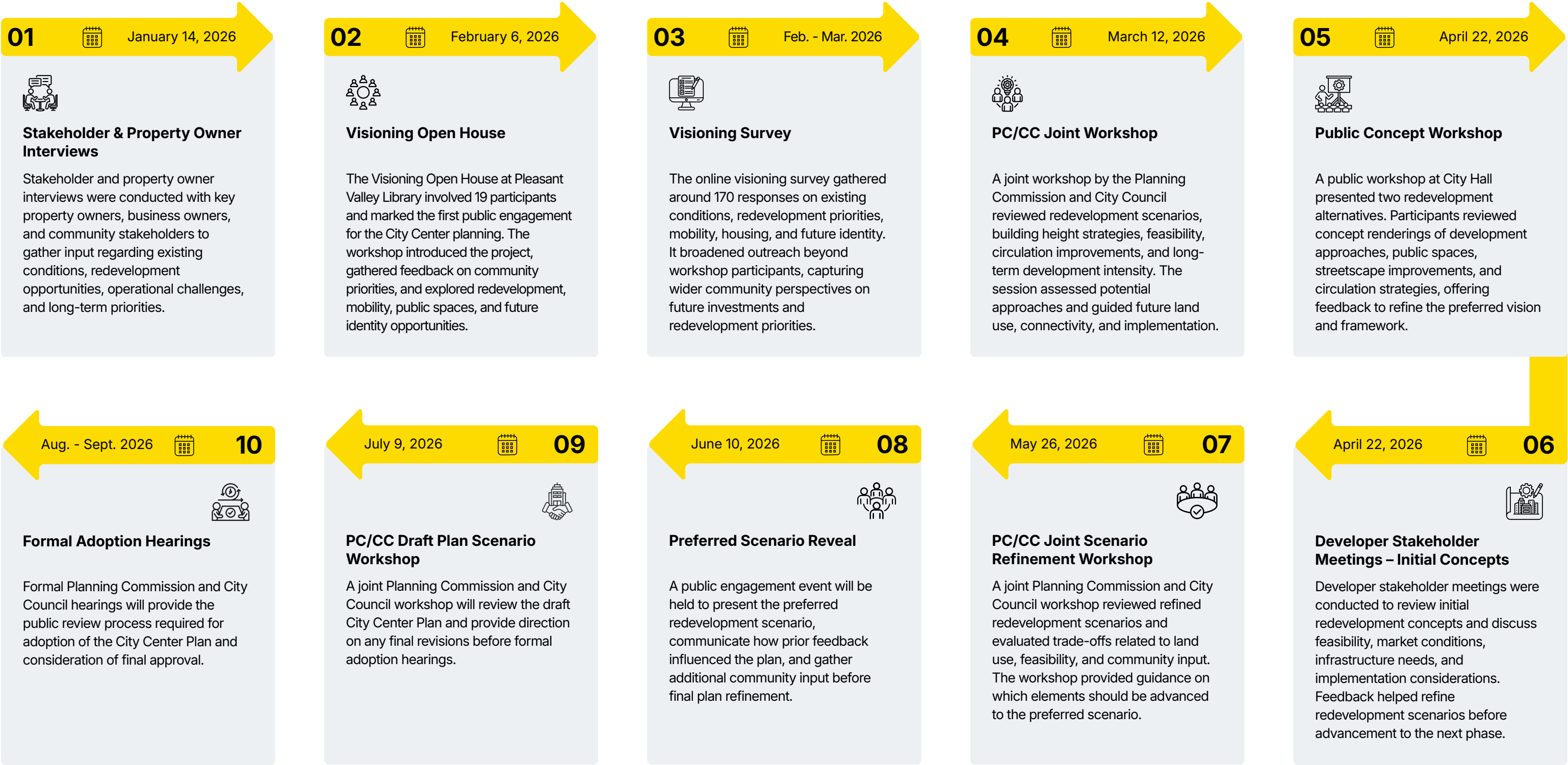
- Strengths
- ✓ Higher weekend visitor numbers indicate that the City Center area already attracts a number of local and outside visitors outside of work.
 - ✓ No primary or secondary market area is outside a 4-5 hour drive from the City Center, supporting more frequent trips.

- Opportunities
- ✓ Create a complete visitor experience by connecting destinations, events, and amenities within the City Center.
 - ✓ Capture additional visitor spending through increased activity during evening hours.



PUBLIC ENGAGEMENT SYNOPSIS

Since January 2026, a series of public and stakeholder engagement activities were completed that gathered input regarding development preferences, transportation and connectivity issues, and community priorities that could help guide the City Center vision and implementation recommendations.



PUBLIC ENGAGEMENT SYNOPSIS

08



CITY CENTER VISION

ENVIRONMENT & DEVELOPMENT



Opportunities

- ✓ Support mixed-use housing, dining, entertainment, and pedestrian-oriented spaces.
- ✓ Make Washington Boulevard a key target for moderate to higher intensity development.



Constraints

- ✓ Building height and massing need to be compatible with adjacent residential neighborhoods.
- ✓ Larger catalyst projects can experience issues with financing and long-term feasibility.

MOBILITY, STREETScape & CONNECTIVITY



Opportunities

- ✓ Improve pedestrian safety and comfort along Washington Boulevard
- ✓ Create stronger walking and bicycle connections between community destinations



Constraints

- ✓ Washington Boulevard and Riverdale Road are difficult corridors for pedestrians.
- ✓ Existing street layouts and auto-oriented site designs limit connectivity and walkability.

PUBLIC SPACE, CHARACTER & IDENTITY



Opportunities

- ✓ Create a stronger “heart of the city”
- ✓ Build on existing community assets and preserve mountain views



Constraints

- ✓ New development could weaken the city’s existing character
- ✓ Limited distinctive landmarks and gateway features weaken the sense of arrival



OVERARCHING VISION STATEMENT

South Ogden’s City Center will grow into a vibrant, walkable heart of the community that serves those who live, work, and recreate there and welcomes visitors from across the Wasatch Front.



DEVELOPMENT & REVITALIZATION

The City Center will develop into a lively mix of housing, local businesses, and destinations that support everyday needs, attract visitors, and create a strong civic core.



MOBILITY AND CIRCULATION

The City Center will serve as a hub for people walking, rolling, driving, and taking transit, enabling them to reach their destinations safely, comfortably, and conveniently.



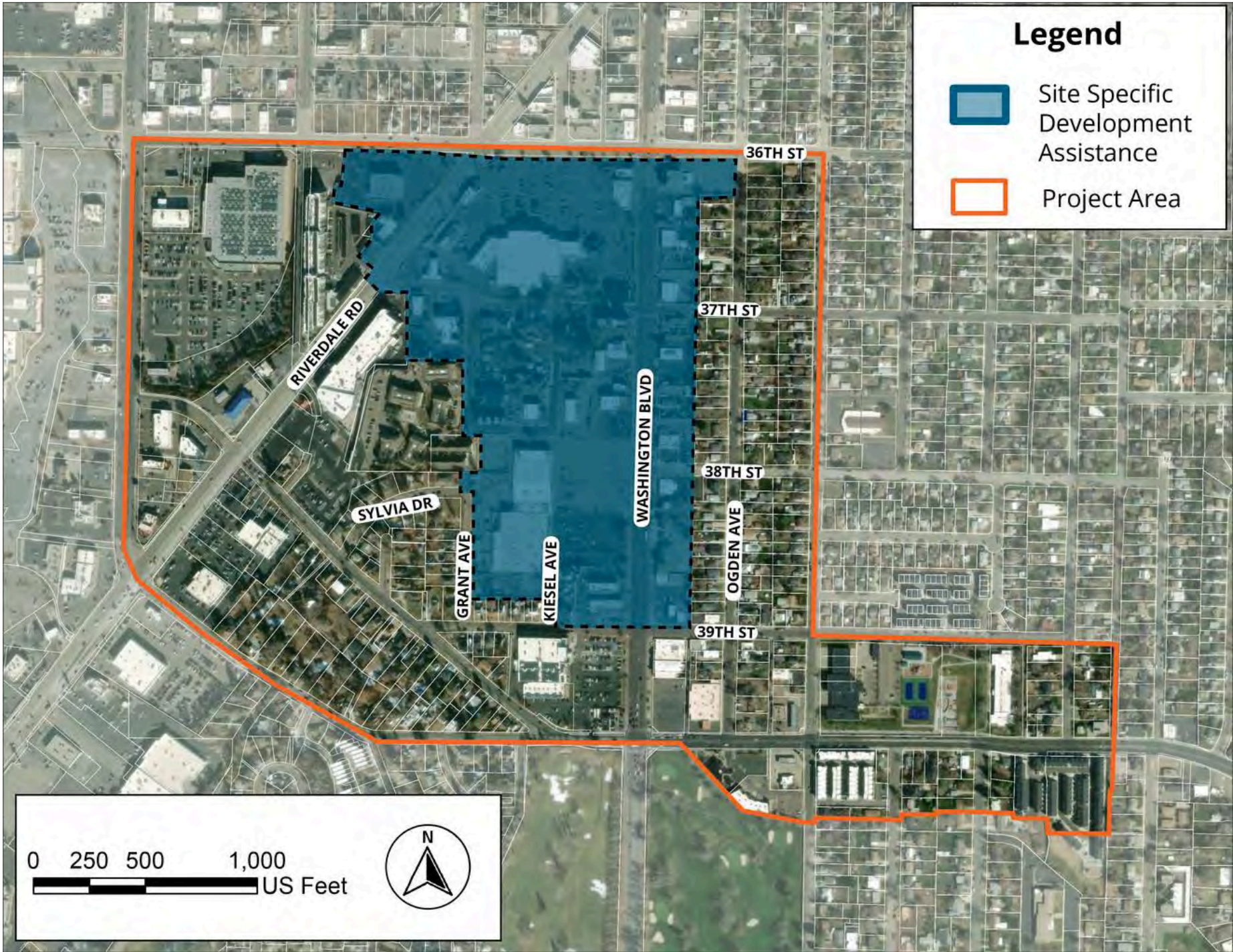
COMMUNITY CHARACTER

The City Center will define and anchor South Ogden’s identity through well-designed buildings and signage, welcoming public spaces, and respect for community character.

CITY CENTER VISION

Preferred Scenario Planning

The Preferred Scenario illustrates a conceptual vision for how the South Ogden City Center Core should develop to support the goals and recommendations of the City Center Master Plan. Developed through detailed technical analysis, stakeholder input, property owner participation, and extensive community engagement, the Preferred Scenario reimagines multiple properties as a coordinated mixed-use district that serves as the heart of South Ogden. The proposed vision and elements of the plan are conceptual in nature and do not represent final development proposals. Building locations, site layouts, uses, and design details may change as redevelopment occurs. Instead, the concept demonstrates how mixed-use development, active ground-floor uses, public gathering spaces, the pedestrianization of Kiesel, connectivity improvements, and parking could work together to create a more vibrant, walkable City Center.



Key Components:

Mixed-Use City Center:

New housing, dining, entertainment, retail, and community destinations.

Washington Blvd:

Streetscape improvements, safer crossings, access management, and implementation of the Utah Trail Network.

Improved Transportation:

New streets, enhanced pedestrian and bicycle facilities, a multimodal hub, and expanded alleyways.

Central Civic Plaza:

A signature civic gathering space designed for events, markets, performances, outdoor dining, and more.

Kiesel Avenue Shared Street:

A curbsless, pedestrian-priority corridor that serves as the City Center's spine.

Distinct Community Identity:

Coordinated gateways, wayfinding, branding, and placemaking.

By The Numbers:



1,000
Residential Units



380,000 G.S.F
Of Commercial Space



75,000 G.S.F
Of Office Space

View 1: Looking west-southwest along Washington Boulevard and the 38th Street extension



View 2: Looking southeast along Kiesel Avenue into the heart of the public plaza



View 3: Looking north along Kiesel Avenue towards Macey's



View 4: Looking northwest along Washington Boulevard, south of 38th Street

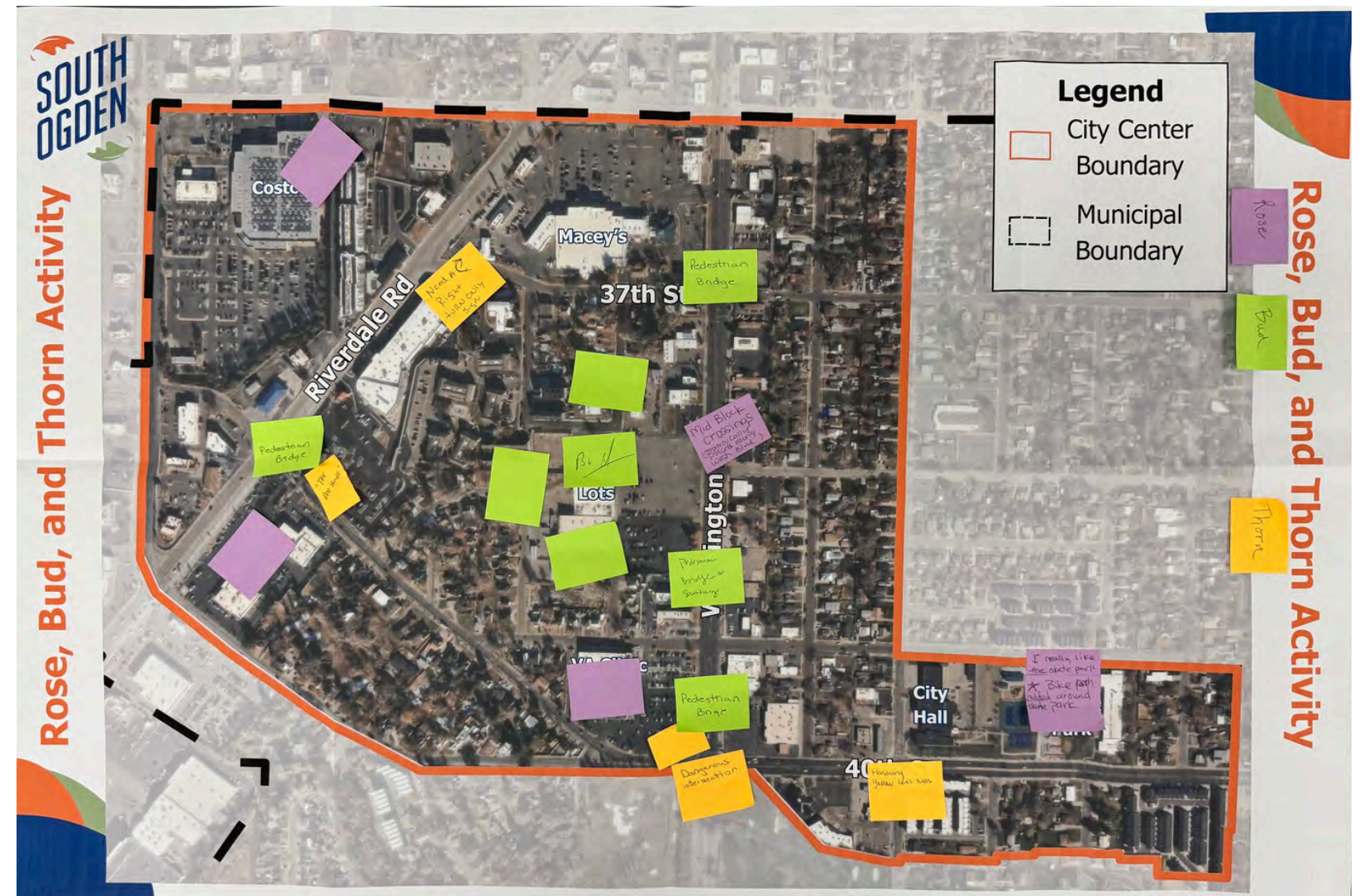


View 5: Looking south along Washington Boulevard, from the intersection of 37th Street



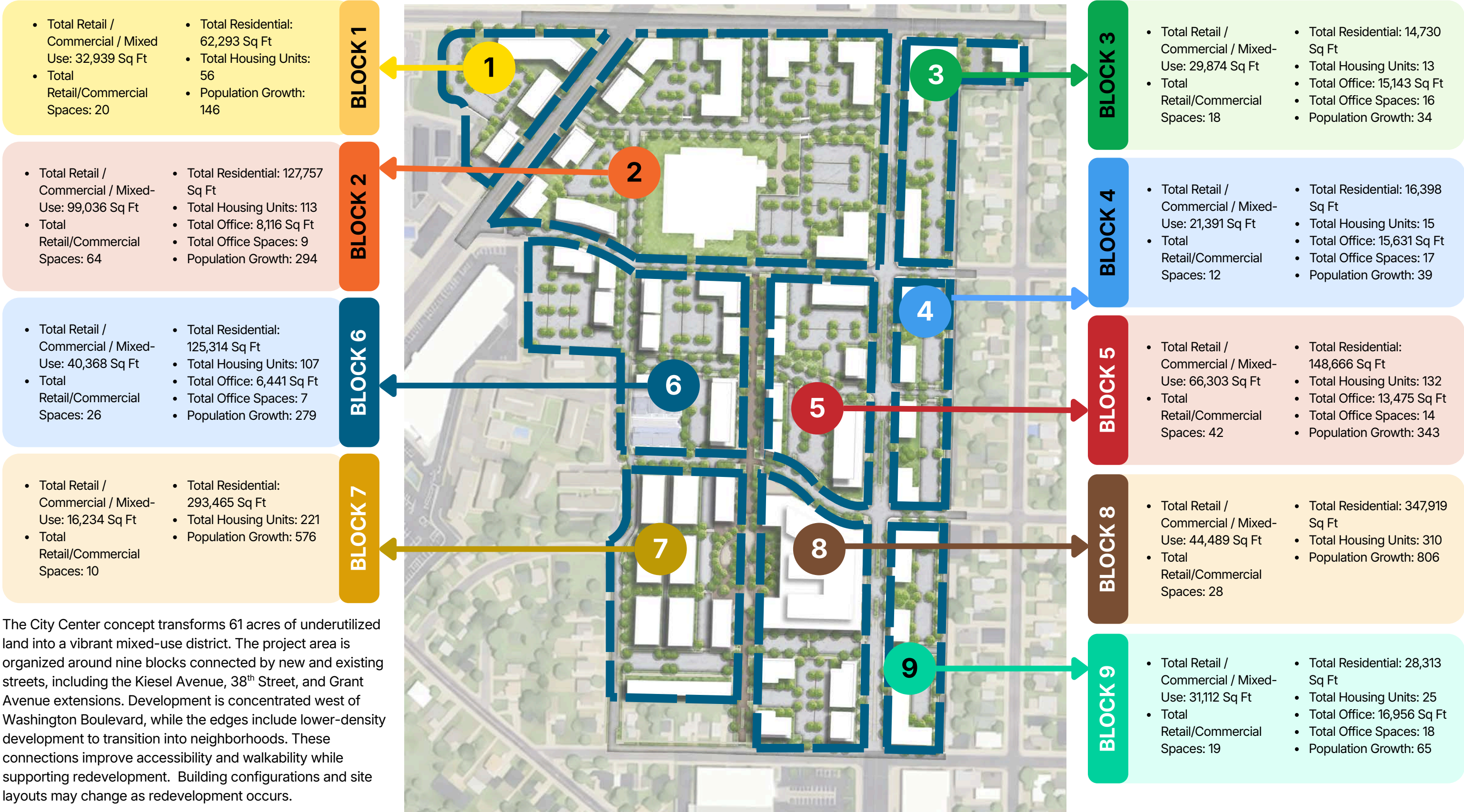
Figure X: Site Plan of the City Center Core

Figure X: Site Plan of the City Center Core



Stakeholder and public feedback throughout the City Center planning process identified several recurring priorities related to redevelopment, mobility, public spaces, and community character. Participants consistently supported the redevelopment of aging and underutilized commercial properties with a mix of housing, dining, entertainment, and pedestrian-oriented uses that would help establish a stronger City Center destination. There was also support for concentrating higher-intensity development within the City Center Core while providing appropriate transitions near existing neighborhoods. Improving pedestrian safety, walkability, connectivity, crossings, and traffic calming measures were recurring themes throughout the process. Regarding design, stakeholders favored high-quality architecture that incorporates durable materials and varied building facades while emphasizing pedestrian-oriented design and outward-facing buildings that contribute to an active and walkable City Center. Feedback generally supported modern mixed-use buildings and angular architectural elements while emphasizing the importance of preserving South Ogden's identity, maintaining mountain views, and ensuring compatibility with surrounding neighborhoods.

CITY CENTER VISION



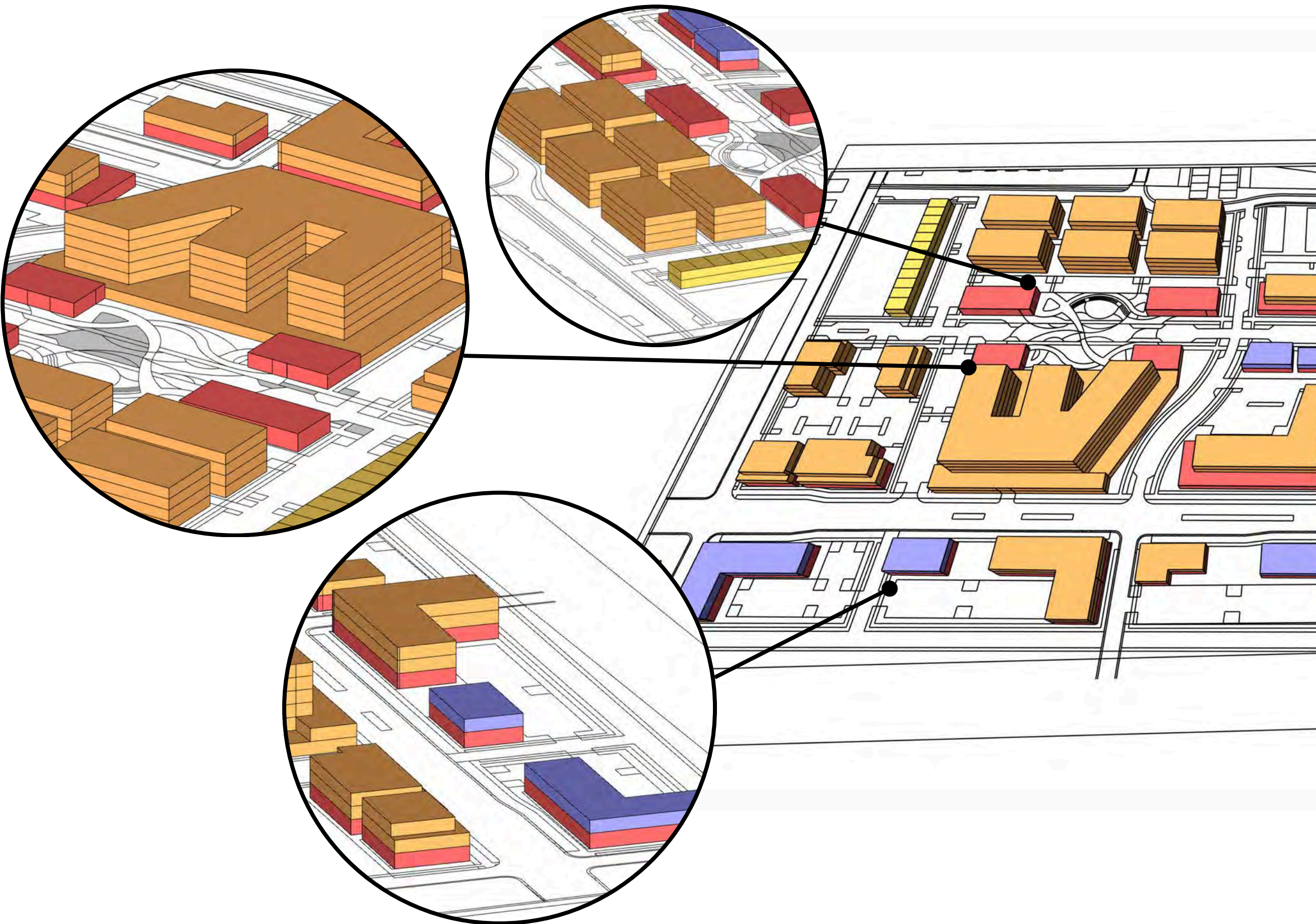
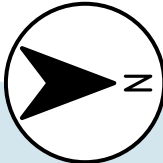
CITY CENTER VISION

SITE PROGRAMMING MAP

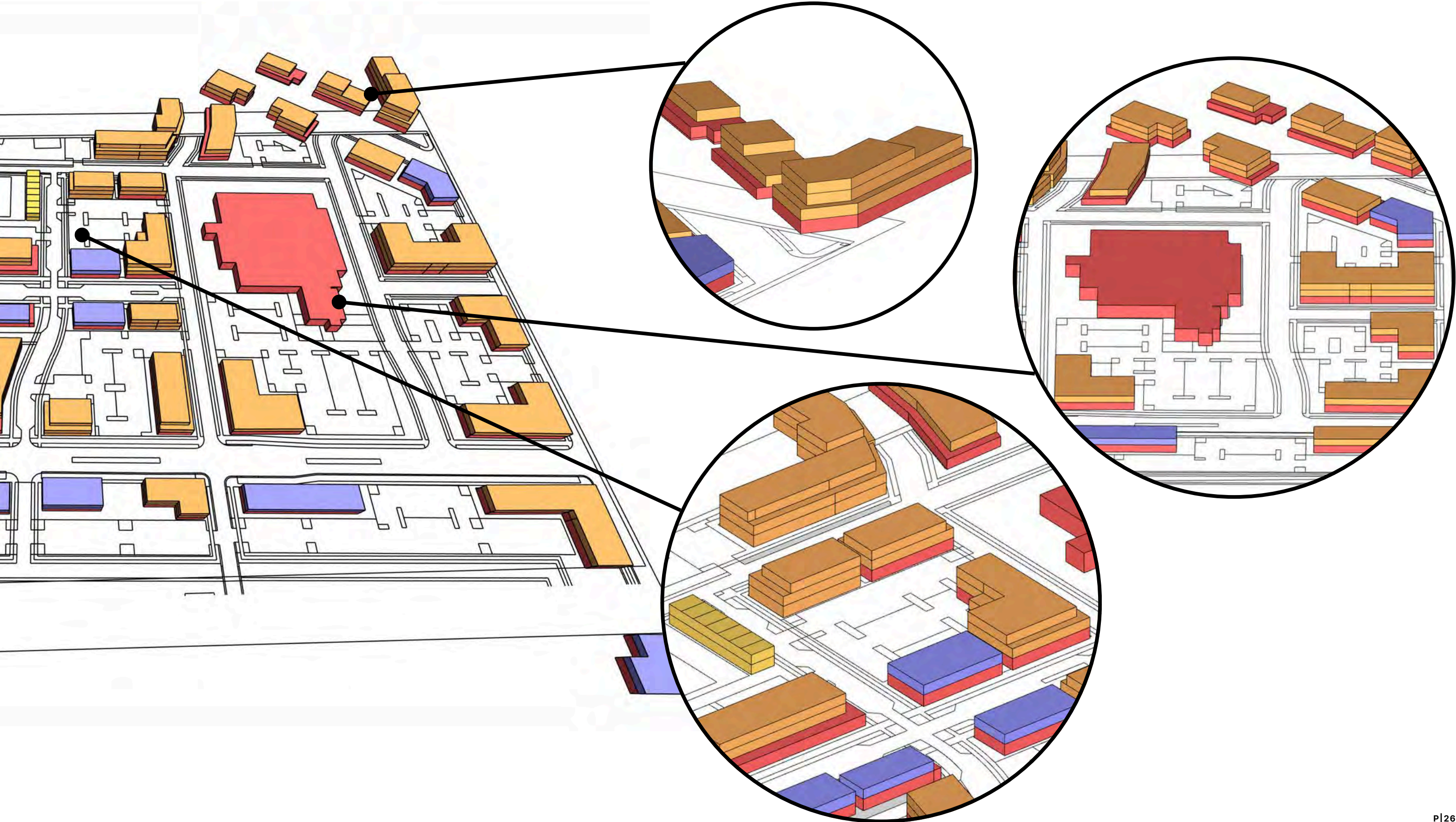
The City Center should be a mix of development types, with mixed-use development on the majority of the first floor and lining Kiesel Avenue and residential development above ground floors. There is some opportunity for ground-floor residential, particularly on away from Kiesel Avenue, 38th Street, Washington Boulevard, and other arterial roads with high visibility and traffic. Office and commercial spaces should be interspersed around the City Center.

Legend

- Commercial
- Multifamily Housing
- Townhomes
- Office



CITY CENTER VISION



CITY CENTER VISION

The City Center Central Plaza

Public Plaza



33,742
Sq. Ft

Approx. Public
Space

The City Center Central Plaza is envisioned as the civic and social heart of South Ogden, a vibrant community gathering space that serves residents and visitors throughout the year. Designed as a blend of landscaped green space and flexible plaza areas, the plaza provides opportunities for everyday recreation, relaxation, dining, and social interaction while also accommodating larger community events and celebrations. Potential amenities such as outdoor dining terraces, a small performance space, interactive water features or splash pads, public art, and shaded seating areas create an inviting destination for people of all ages. The plaza is intended to become a focal point for community life, hosting activities ranging from farmers' markets and festivals to concerts, holiday celebrations, and informal gatherings.

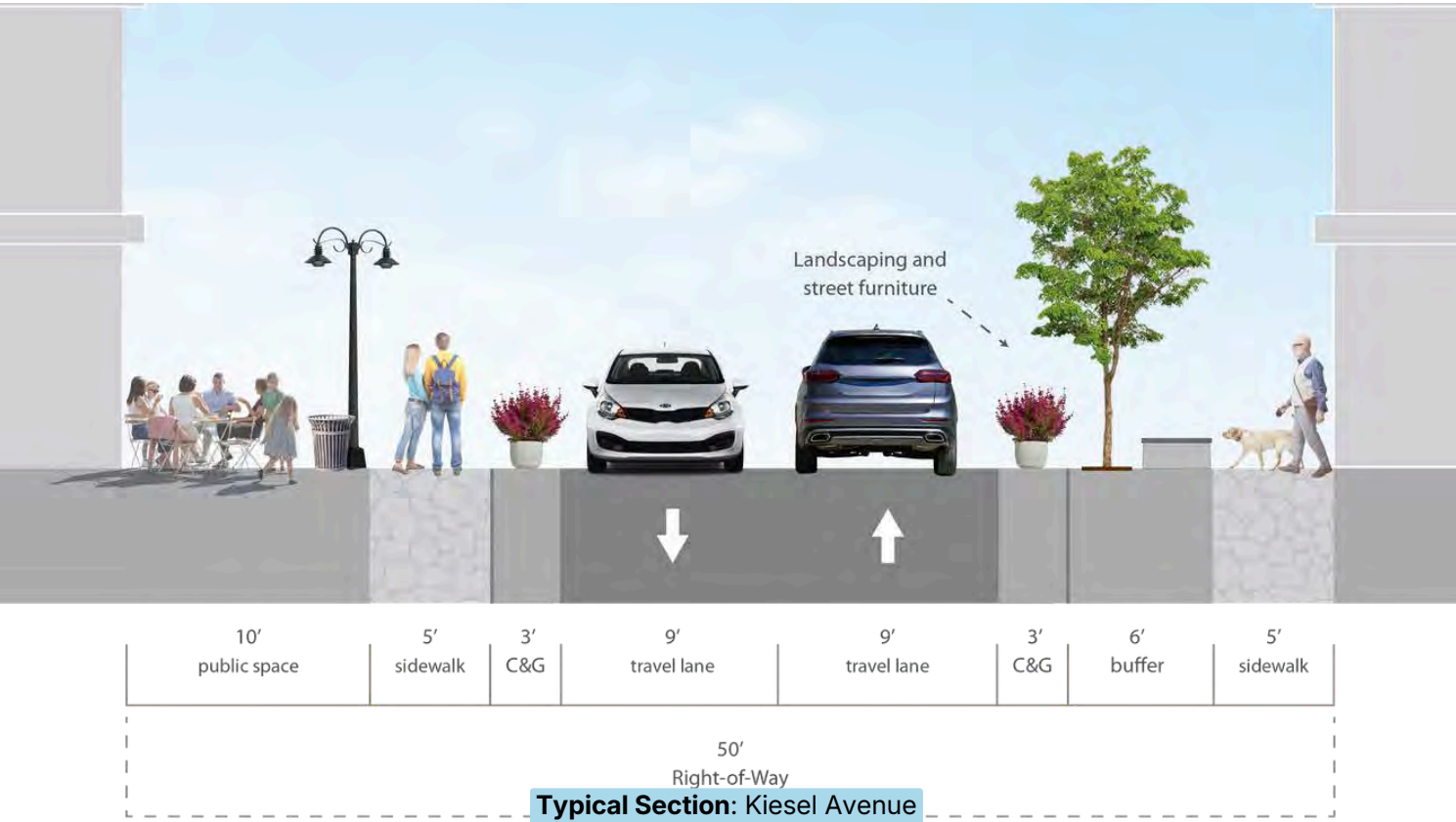
As envisioned in the preferred scenario, the plaza functions as the primary public gathering space within the City Center Core and serves as a central organizing element for surrounding redevelopment. Located adjacent to the proposed Kiesel Avenue shared street and surrounded by new mixed-use development, the plaza is intended to create a recognizable destination that strengthens community identity while supporting new housing, retail, dining, and entertainment opportunities. The space is designed to accommodate both daily activity and larger programmed events, helping activate the City Center throughout the year.

The conceptual plaza encompasses approximately 33,742 square feet of public space. Based on comparable civic plaza projects and planning-level cost assumptions, the plaza is estimated at approximately \$400 per square foot, resulting in a total project cost of approximately \$13.5 million. This estimate includes both surface improvements and supporting subterranean infrastructure necessary to support long-term operation, utilities, drainage, event infrastructure, and other site requirements.

CITY CENTER VISION

Kiesel Avenue

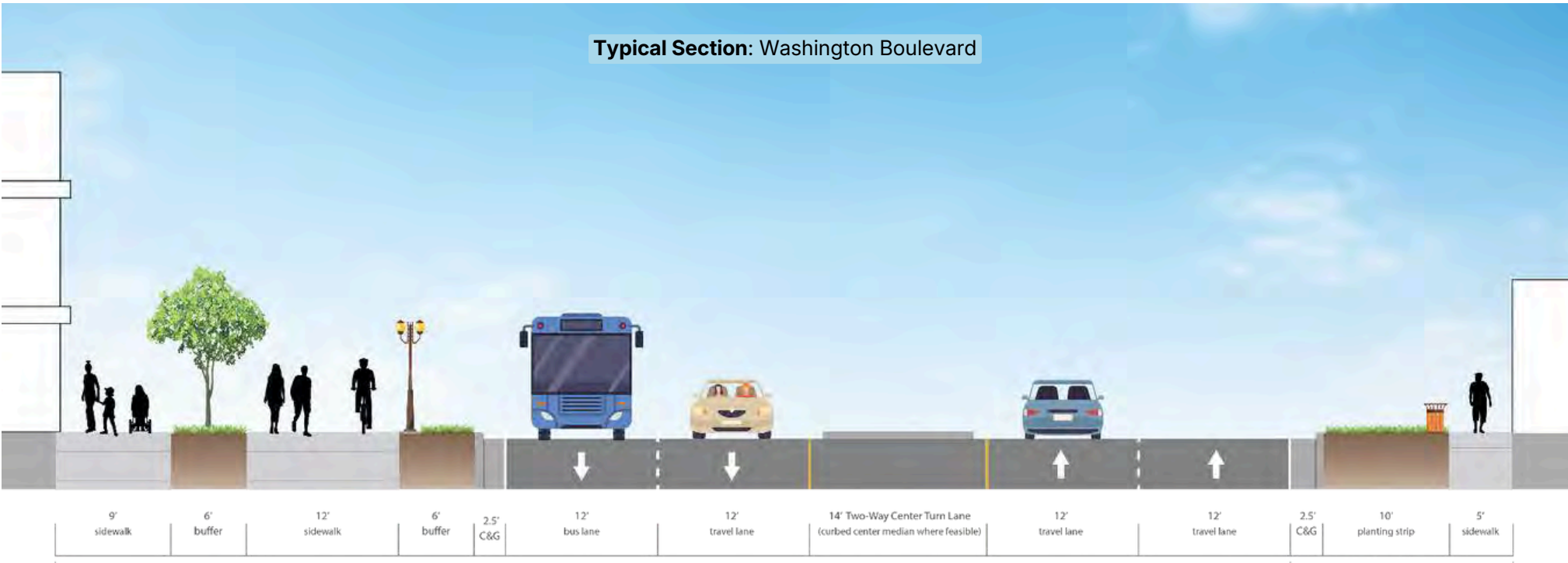
Streetscape and Roadways



Connected to the Central Plaza, Kiesel Avenue is envisioned as a curbless, pedestrian-priority corridor that serves as the spine of the City Center. Extending from 37th Street to 39th Street, the corridor creates a continuous north-south connection through the heart of the district. It is designed as a shared street where pedestrians and cyclists are prioritized, with vehicles driving at slow speeds. The preferred scenario concentrates the City Center’s highest intensity mixed-use development, active storefronts, and public gathering spaces along this corridor, creating a vibrant destination for residents and visitors. Proposed improvements include on-street parking, brick pavers, bulbouts at key crossings, street furniture, street trees, outdoor dining, and flexible gathering spaces that extend the public realm beyond the Central Plaza.

Designed to function as both a street and a public space, Kiesel Avenue supports daily pedestrian activity while accommodating community gatherings, outdoor dining, and events. During festivals, markets, parades, and other celebrations, portions of the corridor can be temporarily closed to vehicles, allowing activity to spill into the street and expand the capacity of the Central Plaza. Together, the Central Plaza and Kiesel Avenue establish a network of public space that define the character of the City Center and support a walkable, pedestrian-oriented environment that encourages investment, community interaction, and year-round activity.

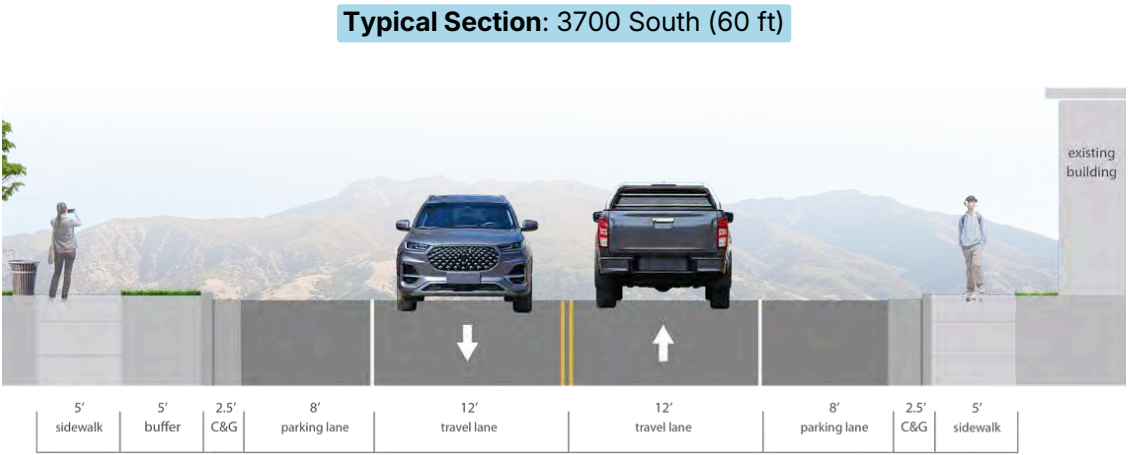
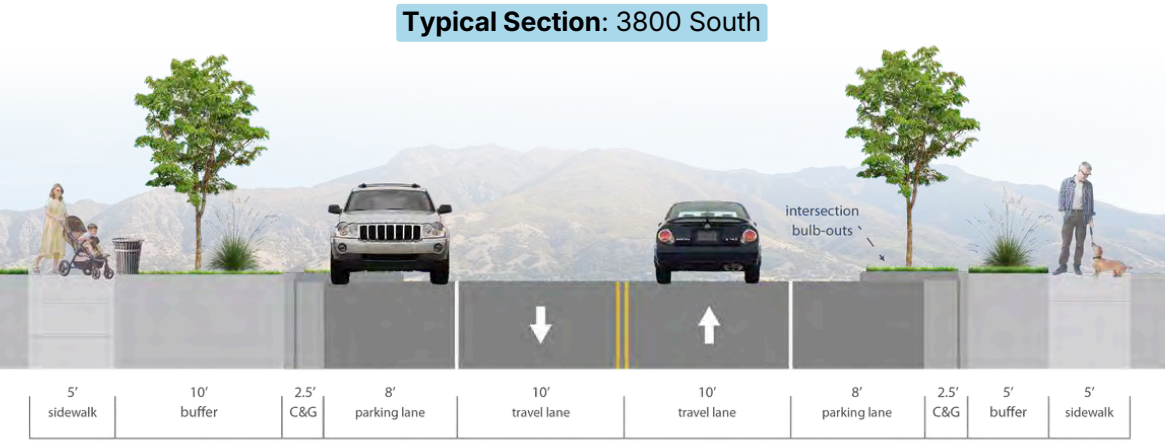
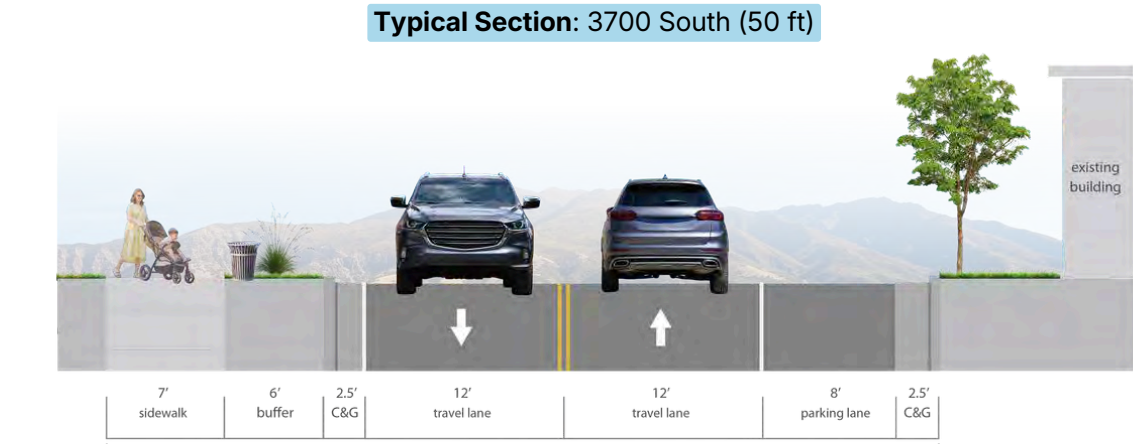
CITY CENTER VISION



Other roadways in the City Center area

Washington Boulevard

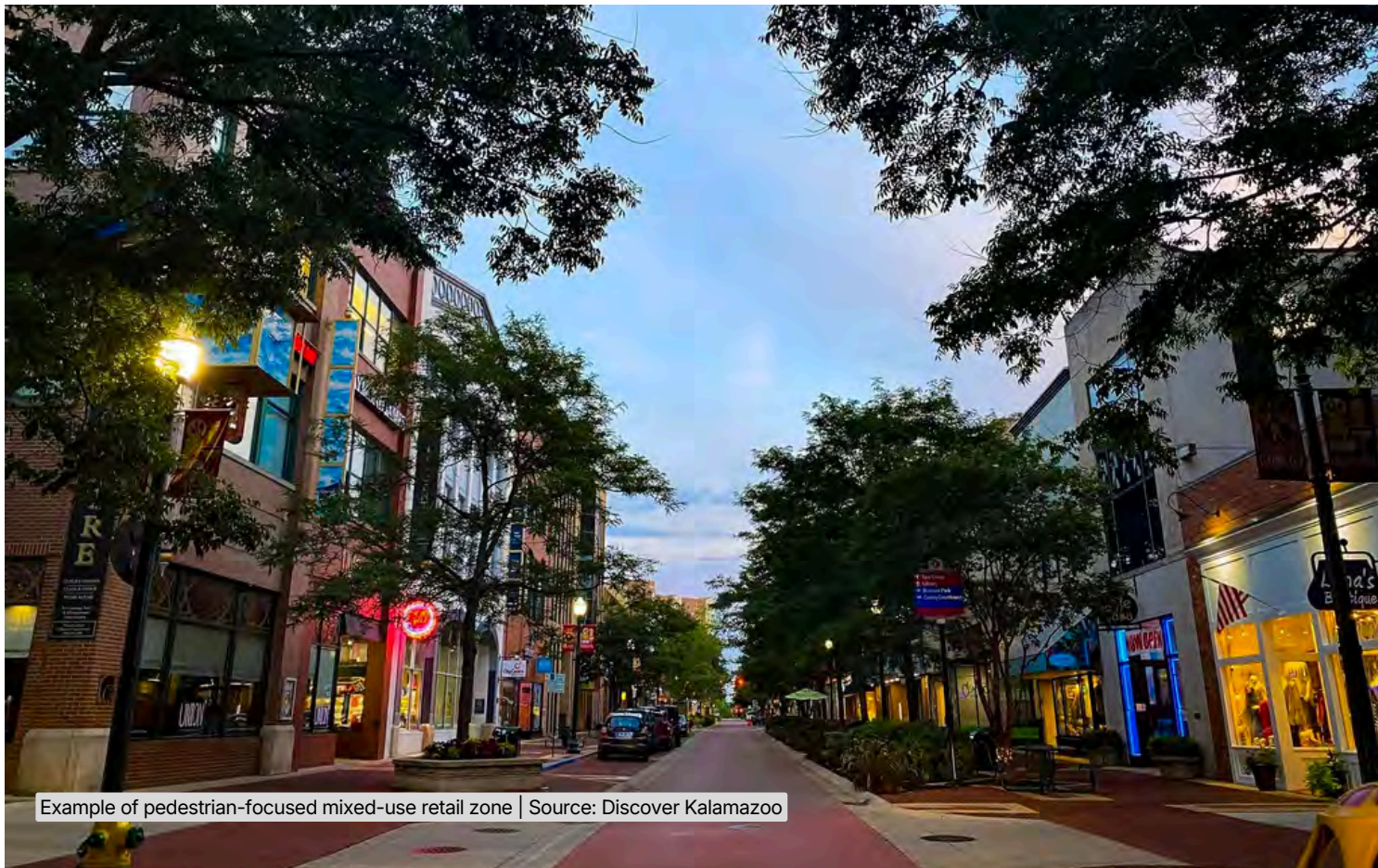
This vision for Washington Boulevard reimagines it as a high-comfort, multimodal corridor that meets its vehicle capacity needs while accommodating high-frequency transit and reserving space for pedestrians and cyclists. Dedicated 5–9-foot sidewalks and a continuous 12-foot shared-use path on the west side reduce pedestrian-bike conflicts and improve safety, especially for vulnerable users. While the shared-use path needs an additional feasibility study, its location along Washington Boulevard aligns with the Utah Trail Network vision. A 14-foot curbed center median between driveway access points will improve vehicle safety and streamline traffic flows but is subject to further UDOT studies.



3800 South and 3700 South

3800 South and 3700 South are transformed into pedestrian-oriented streets that lead directly to the reimagined City Center Central Plaza and Kiesel Avenue, respectively. 3800 South has one 10-foot travel lane and an 8-foot parking lane in each direction, while 3700 South includes one 12-foot travel lane and an 8-foot parking lane in each direction, ensuring vehicle capacity isn't reduced. Five-foot sidewalks on either side, in accordance with city standards, with 5-10-foot landscape buffers where feasible, improve pedestrian comfort and safety. The incorporation of street trees, especially near Washington Boulevard, improves comfort by dampening noise and providing shade, especially in mid-summer. Additional streetscape amenities such as public art and street furniture can further enhance the pedestrian experience, especially at key nodes and gateways into the heart of the City Center. Intersection bulb-outs, especially at Kiesel Avenue, reduce walking distance and slow cars on this residential street.

CITY CENTER VISION



Example of pedestrian-focused mixed-use retail zone | Source: Discover Kalamazoo

This proposed development approach is enhanced by its emphasis on walkability, shopping, dining, and entertainment opportunities, amplifying the area’s potential to attract both residential and commercial investment. The design accommodates a mix of floor massings ranging from two to six stories tall, taking into account the site topography and the surrounding neighborhood heights. This design will support a diverse selection of housing opportunities, aimed at creating a more dense location within the City Center core. This type of infill will preserve existing residential neighborhoods and their lower land-use densities, while also providing additional housing options for individuals and families.



Example of shared pedestrian street | Source: VTA



Example of pedestrian amenities | Source: VTA



Example of short crosswalk distance | Source: streets.mn



Example of outdoor dining | Source: The Planet D

Forming/Massing

Forming and massing studies were undertaken to better represent and utilize the site, crafting a built environment that worked with the site's access constraints and existing topographic conditions. Through this process, a cohesive and context-sensitive design was created, ensuring adequate density was achieved within the City Center core. One of the area's main guiding principles is the use of a pedestrian-prioritized roadway. The benefits of this model include:



Large pedestrian-focused retail zone, still offering limited vehicular accessibility.



Cross-site roadways to ensure accessibility and limited distance for travel.



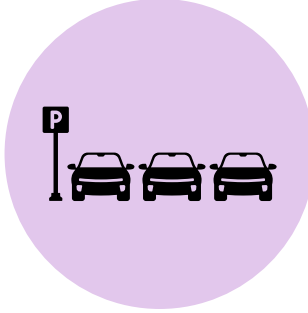
Reduced barrier roadway crossings and access along a north-to-south vertical area spine.



Better integration of pedestrians into retail.



Increased space utilization for housing and non-commercial uses.



Improved site access for residential and parking lots from major roadways with already defined curb cuts and access management.

Storefronts will primarily be mixed-use developments along the Kiesel corridor with windows facing the street wherever possible. Buildings in this style are modest in height, often ranging from 2 to 6 stories, to maintain a sense of intimacy and walkability. The massing reflects rectilinear patterns, with continuous rows of storefronts or townhouses, creating a cohesive and orderly streetscape. The massing also emphasizes accessibility and avoids overpowering the street, creating a welcoming environment for pedestrians. Buildings will use simple, subdued colors that provide variety and a sense of cohesive identity. Buildings will also include double-loading (front and rear) entrances, where possible.

CITY CENTER VISION

Architectural Design & Styles

Architectural styles and elements define the city center's vision and visual identity, offering a distinct, easily identifiable location within the greater South Ogden City area. The content in this section helps set the architectural styles and elements; incorporating styles that reflect local history, culture, or traditions can connect the new development to the city’s roots. A visually appealing and well-designed city center can attract businesses, residents, shoppers, and investors.

PEDESTRIAN MALL/MAIN STREET



CITY CENTER VISION

Facades and Appearance

Based on public feedback, architectural elements draw from a mix of modern mixed-use structures and angular architectural styles. This is reflected by the use of long-lasting materials on the facades and by prioritizing high-quality spaces in visible areas for pedestrians. Multi-story buildings should have necessary porches and spaces, including small projections, to break up vertical wall facades. This approach will enhance the Main Street character with two- to three-story attached buildings featuring varied facades, fostering a human-scaled, pedestrian-friendly environment. Throughout the proposed City Center area, buildings will face outward towards the right-of-way, with double-loading (front and rear) entrances where applicable, which will enhance circulation by allowing entry or exit from multiple sides, reducing congestion and improving overall flow.

Sample Materials

The overall massing of the structures includes largely attached development, with building heights ranging from 2 to 6 stories. Buildings are built close to the right-of-way, with parking and parking structures placed in the center of the block to facilitate pedestrian use of street-level development. Windows will be street-facing and spaced regularly along building facades. Walls, curbs, and sidewalks will follow a simple concrete form or something utilizing similar long-life materials. Well-built, long-lasting infrastructure signals stability and progress, attracting businesses and residents as well.



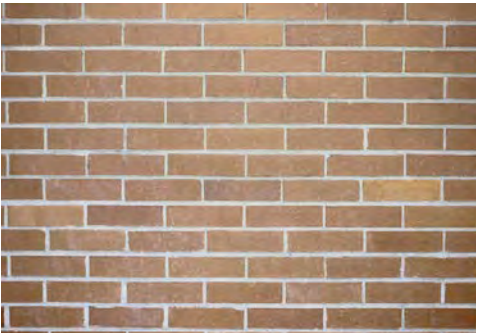
Shale Grey Stone



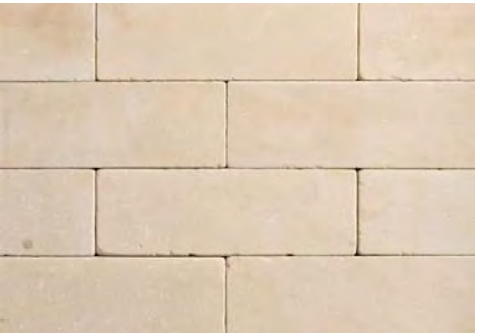
Brown Wood Panel



Brown Shiplap



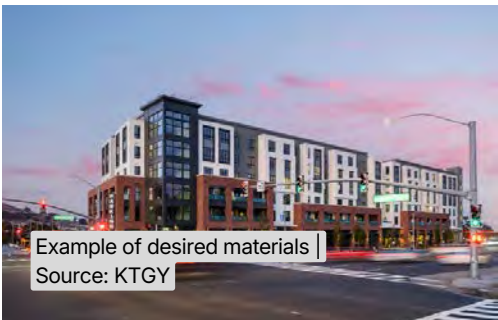
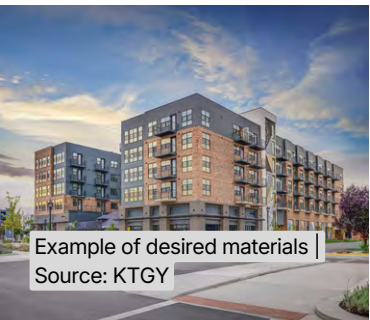
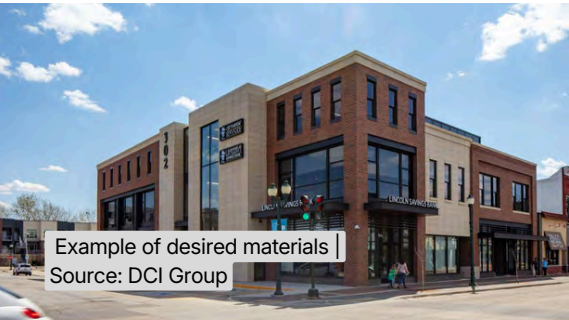
Brown Brick



Beige Natural Stone



Weathered Red Brick



Black metal frame storefront | Source: binswangerglass



Aluminum frame storefront | Source: Insight Glass

CITY CENTER VISION

Signage and Placemaking

Signage

Signage in the new city center will help give the area a distinct look and character, setting it apart from other areas within the City and the region. Distinctly designed signage should include wayfinding, branding, and enhancing accessibility. These items are more than just character-defining; they help visitors navigate the area, promote businesses, and reinforce the city center’s identity through cohesive design and visual appeal. Signs communicate safety rules, highlight local events, and support economic activity by encouraging exploration and interaction. Thoughtfully designed signage ensures the city center is functional, inclusive, and visually organized, creating a welcoming and vibrant environment for residents and visitors alike.

Simple and Standard Elements

These signage elements are designed to integrate with the timeless design of the City Center while enhancing functionality:



Building-Mounted Signage

Ensures signage does not overpower the building’s design and uses durable materials to minimize visual clutter while integrating with the building’s timeless design.



Blade Signage

Provides clear, perpendicular visibility for pedestrians while complementing the building’s appeal through simple, durable materials.

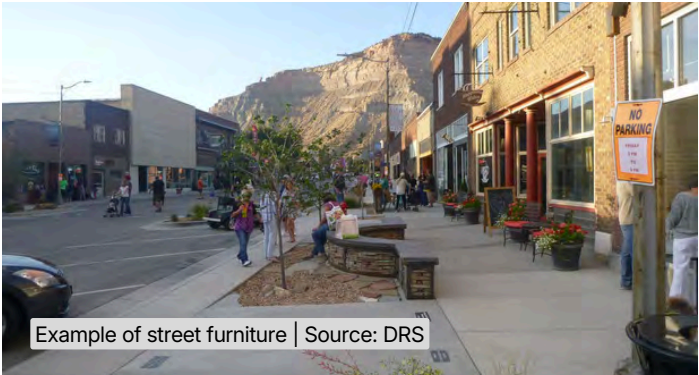


Sidewalk Signage

Offers greater flexibility and visibility by placing messaging directly in pedestrian pathways, attracting attention at ground level, and accommodating temporary promotions without altering the building facade or requiring fixed installation.

Placemaking

Placemaking elements enhance spaces by fostering community interaction, improving identity, and elevating quality of life. These physical or programmatic features are designed to create welcoming, attractive, and meaningful environments.



Design strategies, including architectural style, signage, materials, and wayfinding, enhance a sense of place by merging pedestrian and vehicular scales. They prioritize walkability and human interaction through engaging sidewalks and building facades. Unique, durable materials like stone, brick, and wood contribute character, ensuring the city center is accessible and comfortable.

Wayfinding elements in the City Center help people navigate the area by providing clear guidance to key locations. These include signage, maps, and directional markers placed at key decision points, such as intersections or near important buildings. Signs typically use simple icons and arrows for easy understanding. Additional wayfinding tools, like floor plans in public buildings or digital kiosks, offer more detailed information. Landmarks, such as public art or distinctive buildings, also help with orientation. Consistent materials, such as distinctive paving or color-coded paths, and lighting are used to create a clear, intuitive system that makes it easier for people to move through the city center. Wayfinding signage is also an opportunity to promulgate the City Center’s and City’s ‘brand’ and ‘sense of place’.

CITY CENTER VISION

Key Concepts in Action

From these principles, actionable design concepts were identified:

ARCHITECTURAL STYLE AND CHARACTER

MIXED USE MAIN STREET

HOUSING

Live-Work Units

Mixed-Use Apartments

Townhomes

1

Apartments

✓

Incorporation of high-density mixed-use residential, townhome, and live-work housing that transitions smoothly into neighboring residential zones. This will lead the overall design of the city center and be a guiding model for the area.

✓

A "Main Street" design emphasizing mixed-use development with local shops and strategic placement of destination spaces. The mixed-use buildings lining Kiesel Avenue would take the most inspiration from this design.

✓

Architectural elements are drawn from a mix of modern mixed-use structures and angular architectural styles incorporating materials such as muted natural stones, brown and weathered red brick, and wood panels.

OPEN SPACE

PLAZAS & PARKS

MULTI-FUNCTIONAL PLAZAS

FLEXIBLE FESTIVAL STREET

AMENITIES

PUBLIC ART

2

PUBLIC GAMES

✓

Proposed features include an open plaza park, flexible festival streets, public art, interactive art, and pocket parks. This would lead the main corridor to be lined with green space.

✓

Conceptualized elements include a central community gathering space, pocket parks throughout the area, and tree-lined streets with seating. The community gathering space could serve multiple purposes.

✓

Pocket parks include play structures for all ages that are made with natural materials. Other proposed structures are bouldering rock climbing walls in the parks.

STREETSCAPES AND ROADWAYS

STREETSCAPE AMENITIES

TREES & SEATING

OUTDOOR DINING

SIGNAGE

HANGING SIGNS

STREET SIGNS

ROADS

3

SHARED PEDESTRIAN STREET

✓

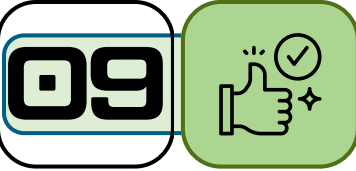
Features include a shared street that gives priority to the pedestrian, gateway signage, unique crosswalks, and outdoor dining spaces, to enhance walkability. This promotes safer driving and further distinguishes this new city center from its nearby areas.

✓

Focus on creating a pedestrian-friendly environment with a Main Street-style layout.

✓

Buildings will be built facing outward towards the right-of-way, with double-loading entrances where applicable to enhance circulation by allowing access from multiple sides

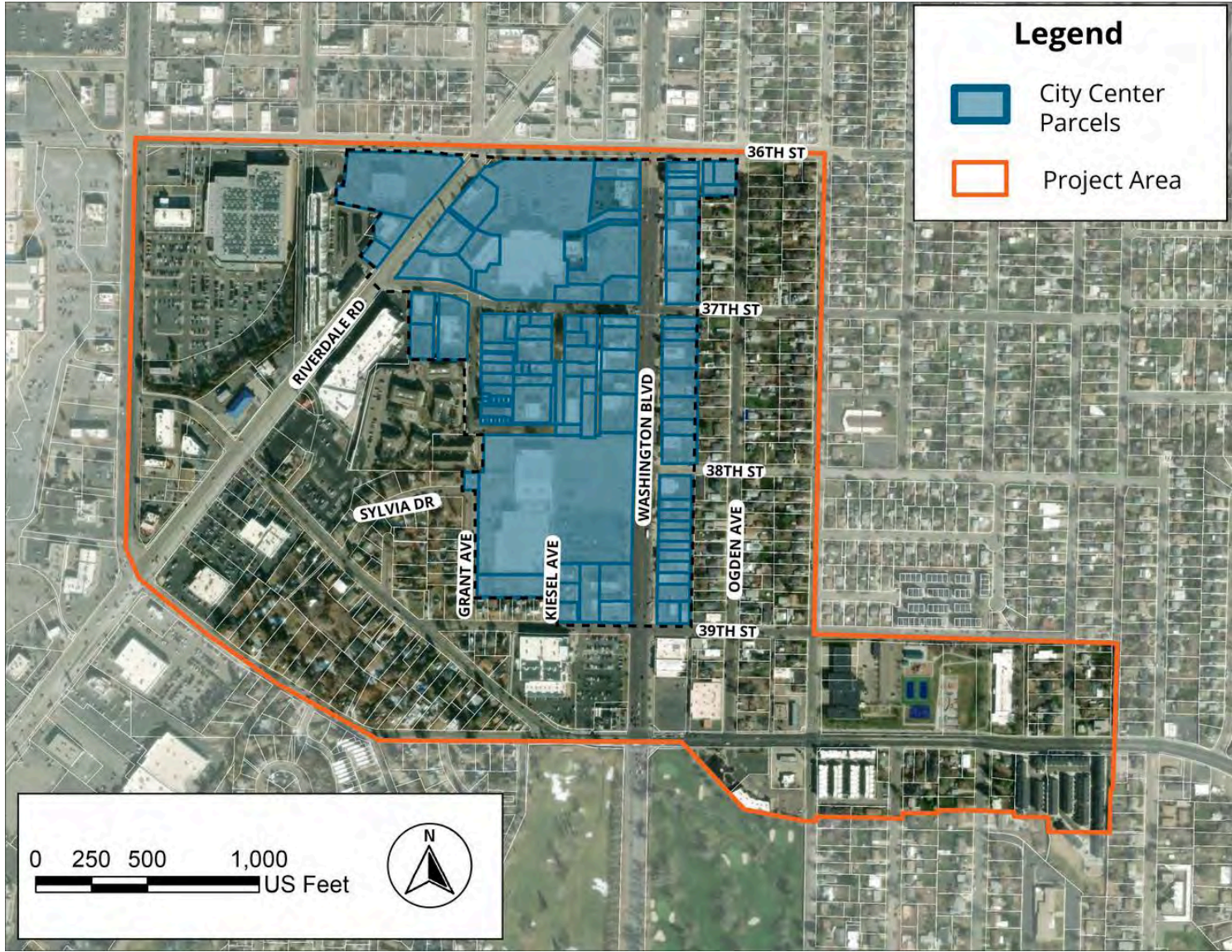


CITY CENTER CORE RECOMMENDATIONS



Transform the City Center into a mixed-use, vibrant destination for South Ogden.

Objective 1.1: Partner with key property owners to assemble redevelopment sites needed to implement the preferred scenario.



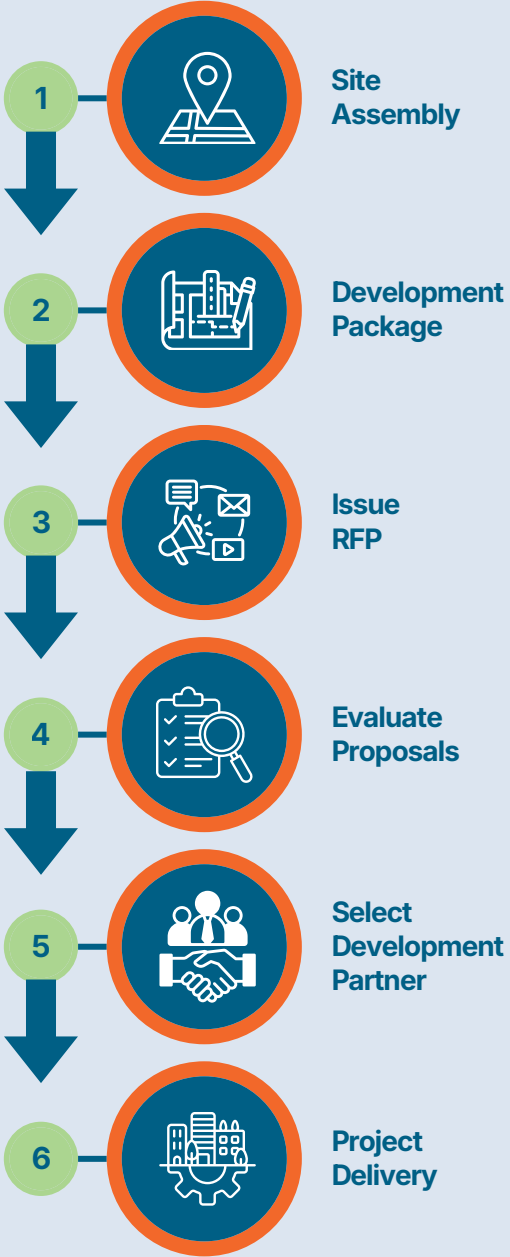
Many of the redevelopment opportunities identified in the preferred scenario span multiple properties and owners. Without site assembly, it will be difficult to implement the desired street network, public spaces, development pattern, and infrastructure improvements envisioned for the City Center.

The City should work with property owners to assemble redevelopment sites, consolidate parcels where appropriate, and preserve land needed for future streets, public spaces, and redevelopment projects. Priority should be given to properties that play a critical role in implementing the preferred scenario, particularly those west of Washington Boulevard. Establishing redevelopment-ready sites will improve project feasibility and position the City Center for future investment.

Objective 1.2: Prepare and issue Requests for Proposals (RFPs) for catalytic redevelopment sites within the City Center Core.

Once strategic redevelopment sites have been assembled, the City should actively engage the development community through a competitive Request for Proposals (RFP) process. RFPs should clearly communicate the City's vision, development expectations, infrastructure commitments, desired land uses, public space requirements, and partnership opportunities for key redevelopment sites. Particular emphasis should be placed on mixed-use projects that incorporate housing, commercial uses, public gathering spaces, and high-quality site design consistent with the preferred scenario. A proactive development solicitation process can help attract qualified development partners, generate market interest, and accelerate implementation of catalytic projects that establish momentum for future redevelopment throughout the City Center.

DEVELOPMENT RFP PROCESS



CITY CENTER CORE RECOMMENDATIONS

Objective 1.3: Identify, evaluate, and establish redevelopment incentives that support implementation of the City Center Master Plan.

Many of the redevelopment projects envisioned within the City Center will face challenges related to infrastructure costs, site constraints, land assembly, structured parking, public spaces, and other factors that can affect project feasibility. The City should evaluate the types of incentives that may be needed to encourage redevelopment and establish a clear framework for how those incentives will be administered. Potential tools may include CRA participation, tax increment financing, infrastructure assistance, fee reductions, expedited review processes, land write-downs, development agreements, and other public-private partnership mechanisms. Establishing a predictable incentive framework will provide greater certainty to property owners and developers while helping the City direct resources toward projects that support the community's long-term vision.

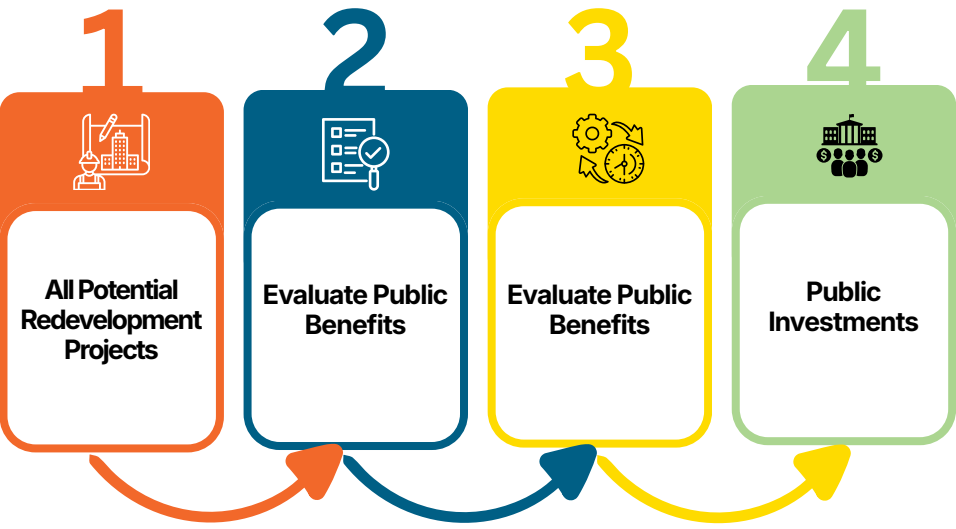


Objective 1.4: Utilize redevelopment incentives, CRA resources, and public-private partnerships to advance catalytic redevelopment projects within the City Center Core.

Once an incentive framework has been established, the City should strategically use available tools to advance projects with the greatest potential to implement the preferred scenario and attract additional investment. Available tools include:

- Financial Tools**
 - Development gap financing
 - Development agreements
- Partnership Tools**
 - Public-private partnerships
 - Land assembly
 - Master development agreements
- Public Investments (CRA resources)**
 - Public space improvements
 - Streetscape improvements
 - Infrastructure upgrades
 - Public parking funding
- Regulatory Tools**
 - Height incentives
 - Streamlined approvals
 - Form-based code amendments

Projects should prioritize new housing, active commercial frontages, public gathering spaces, planned transportation improvements, and redevelopment of key sites. Focus public participation on initiatives that provide significant community benefits, attract private investment, and foster long-term redevelopment in the City Center.



Objective 1.5: Develop and implement a Business Retention and Recruitment Strategy for the City Center.

City Center redevelopment will create new opportunities, but it may also affect existing businesses. The City should develop a Business Retention and Recruitment Strategy to help existing businesses remain in the City Center. The strategy should identify relocation opportunities, redevelopment phasing, assistance programs, and tools that help businesses transition during redevelopment. It should also identify opportunities to recruit new businesses that complement the City's vision, including dining, entertainment, hospitality, and specialty retail uses identified through the City Center Master Plan market analysis. Supporting existing businesses while strategically recruiting new ones will help preserve community character and create a more vibrant City Center.



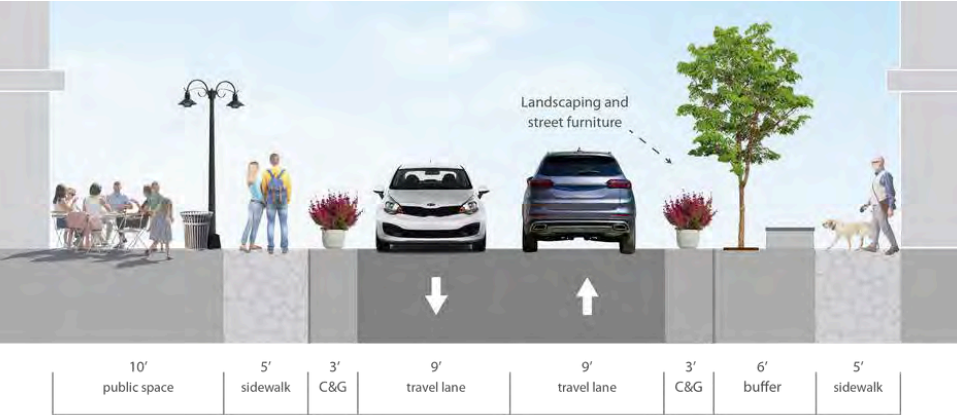
CITY CENTER CORE RECOMMENDATIONS

GOAL 2



Establish high-quality public spaces that creates a recognizable center and supports full-time activity

Objective 2.1: Reconstruct Kiesel Avenue as a curbless, pedestrian-priority shared street (i.e., woonerf) connecting between 37th Street and 39th Street.



Typical Section: Kiesel Avenue

Kiesel Avenue should be reconstructed as a pedestrian-priority shared street that extends the Central Plaza and serves as the City Center's primary pedestrian spine. The design should prioritize walking, outdoor activity, and placemaking while allowing limited access for low-speed vehicles. Key design elements should include:

- ✓ Sidewalk and pedestrian zones exceeding 10 feet in width where feasible.
- ✓ Curbless, shared street design with a raised profile that has no grade change between pedestrian and vehicle areas.
- ✓ Decorative paving throughout the corridor.
- ✓ Vehicle design speeds of approximately 10–15 mph, yielding to pedestrians.
- ✓ Street trees, landscaping, planters, and shade elements.
- ✓ Outdoor dining areas adjacent to restaurants and cafés.
- ✓ Seating areas, gathering spaces, and opportunities for temporary programming.
- ✓ Pedestrian-scale lighting and wayfinding elements.

The final design should create a flexible public space that supports everyday activity while functioning as one of the signature destinations within the City Center.

Objective 2.2: Acquire land and construct a multipurpose Central Plaza.



A defining feature of the preferred scenario is the creation of a central civic plaza that serves as the heart of the City Center. Public engagement consistently identified a desire for more gathering spaces, community events, outdoor dining opportunities, and places where residents can spend time outside of shopping or running errands.

The City should work with property owners to acquire and preserve a strategically located plaza site before redevelopment occurs. The plaza should be designed to accommodate a variety of activities, including community events, farmers markets, performances, outdoor dining, seasonal programming, and everyday use. Establishing this space early will help create a recognizable civic center, support surrounding development, and provide a focal point for future investment and community activity.

Objective 2.3: Establish a nonprofit City Center organization responsible for programming, activation, and management of public spaces.



The success of the Central Plaza, Kiesel Avenue, and other public spaces will depend on consistent management and programming. The City should establish or partner with a nonprofit organization to coordinate events, recruit sponsors, manage public-space programming, and serve as the primary steward of City Center activations. Responsibilities may include event planning, vendor recruitment, marketing, fundraising, public space management, volunteer coordination, and partnerships with local businesses and community organizations. Creating a dedicated organization will provide a long-term structure to activate public spaces, support local businesses, and ensure the City Center remains an active destination year-round.

CITY CENTER CORE RECOMMENDATIONS

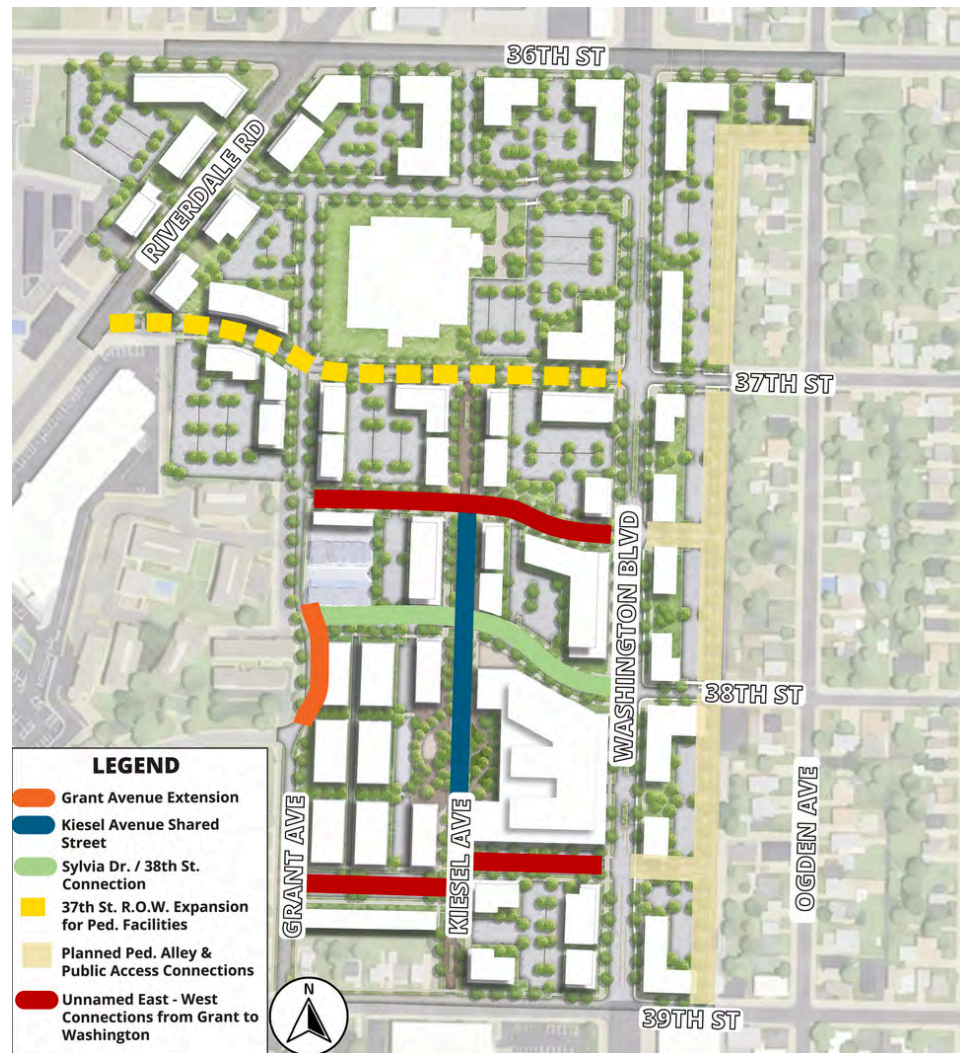
Build a multimodal transportation network that improves circulation, accessibility, and mobility.

GOAL 3



Objective 3.1: Acquire right-of-way needed to implement the preferred road framework.

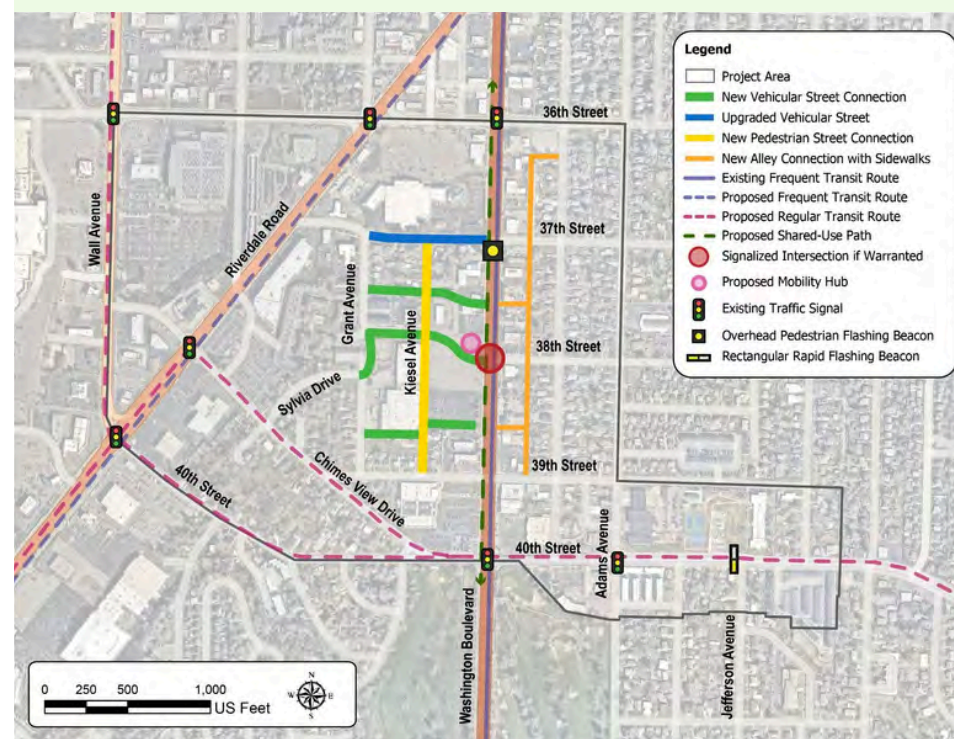
Several transportation improvements identified in the preferred scenario will require right-of-way preservation and acquisition before redevelopment. The City should proactively secure the land necessary to implement these improvements and prevent future conflicts with redevelopment.



Priority right-of-way acquisitions should include:

- ✓ Grant Avenue extension.
- ✓ Kiesel Avenue shared street.
- ✓ 38th Street connection.
- ✓ Expansion of 37th Street to provide pedestrian facilities, as redevelopment occurs.
- ✓ Planned pedestrian, alley, and public access connections.
- ✓ Unnamed east-west connections from Grant to Washington between 38th and 39th.
- ✓ Unnamed east-west connection from Grant to Washington between 38th and 37th.

Early securing of these corridors will lower implementation costs, enhance coordination with redevelopment projects, and ensure the desired circulation framework is achieved over time.



Objective 3.2: Partner with UDOT to make safety and circulation improvements along Washington Boulevard.

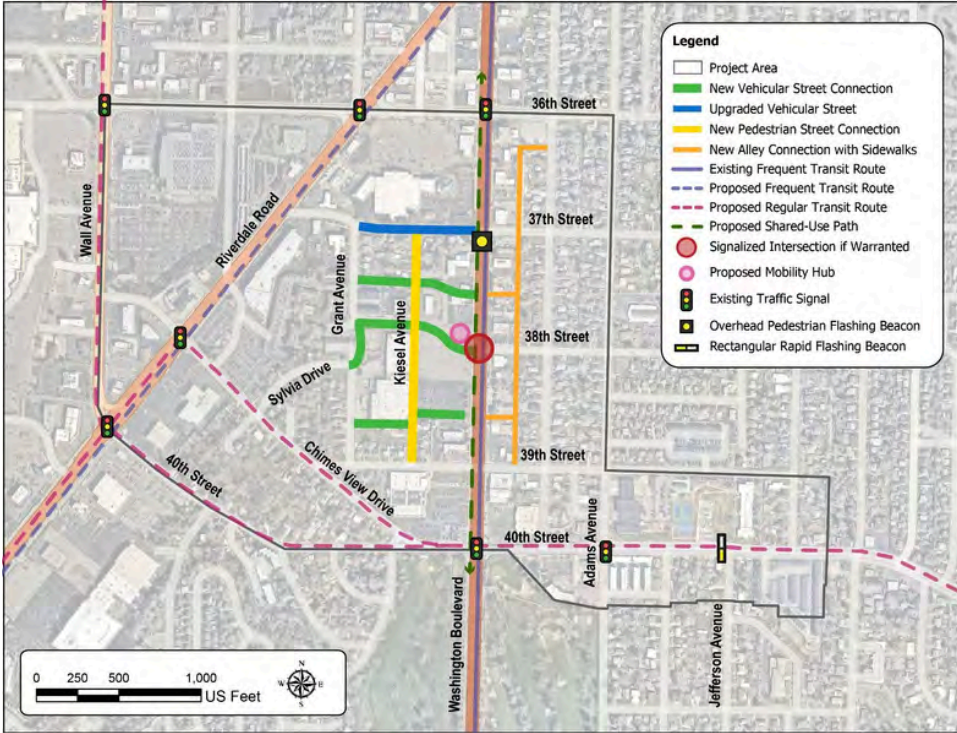
Washington Boulevard is the spine of the City Center and will play a critical role in shaping its character, connectivity, and redevelopment. The City should partner with UDOT to implement the cross-section improvements identified in the preferred scenario, including enhanced pedestrian facilities on the west side, landscaped medians where feasible, enhanced crossings, streetscape enhancements, and access management improvements. Particular emphasis should be placed on creating space for a shared-use path along the west side of the corridor that can serve as part of the Utah Trail Network in the future and improve active transportation access to the City Center.



CITY CENTER CORE RECOMMENDATIONS

Objective 3.3: Implement preferred circulation framework intersection, access, and traffic control improvements in coordination with UDOT.

The preferred scenario includes several intersection, crossing, and traffic control improvements needed to support a safer and more connected network. The City should partner with UDOT to evaluate and implement improvements along Washington Boulevard, including enhanced pedestrian crossings, signal modifications, access management measures, and intersection upgrades. The City should also implement recommended traffic control measures throughout the City Center, including stop control at new internal intersections, stop-controlled access points from parking areas, and future installation of traffic signals where warranted by traffic and pedestrian volumes. These improvements will help improve safety, support redevelopment, and ensure the transportation network functions effectively as the City Center grows.



Objective 3.4: As redevelopment occurs, require the dedication of right-of-way to construct a rear-access alley connecting commercial properties between Washington Boulevard and Ogden Avenue.

Washington Boulevard currently contains numerous curb cuts that create conflicts among vehicles, pedestrians, and cyclists and limit opportunities to improve the corridor’s safety and appearance. The preferred scenario identifies an opportunity to expand and extend the existing rear-access alley network between Washington Boulevard and Ogden Avenue, creating a continuous connection from approximately 39th Street to nearly 36th Street, then east to Ogden Avenue. As redevelopment occurs, the City should require the dedication of right-of-way to expand, preserve, and acquire the right-of-way necessary to establish this connection and work with property owners to integrate rear-access circulation into future redevelopment plans. Providing access from the rear of properties can reduce reliance on direct driveway access from Washington Boulevard, improve traffic operations, support corridor improvements, and create opportunities for shared parking and coordinated site access.



CITY CENTER CORE RECOMMENDATIONS

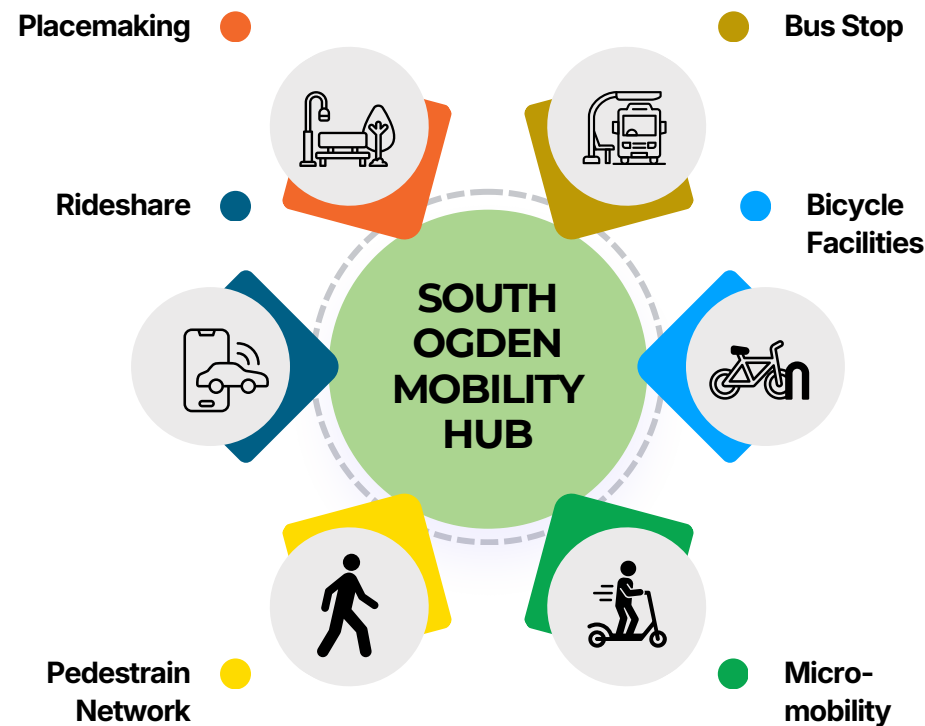
Objective 3.5: Partner with property owners to establish shared parking facilities and shared parking agreements within the City Center.

Surface parking lots currently occupy some of the most valuable redevelopment sites within the City Center and limit opportunities for new development, public spaces, and pedestrian activity. As redevelopment occurs, the City should work with property owners to establish shared parking facilities and parking agreements that allow multiple businesses, developments, and destinations to utilize the parking supply. Shared parking can reduce the amount of land dedicated to parking while continuing to meet the needs.



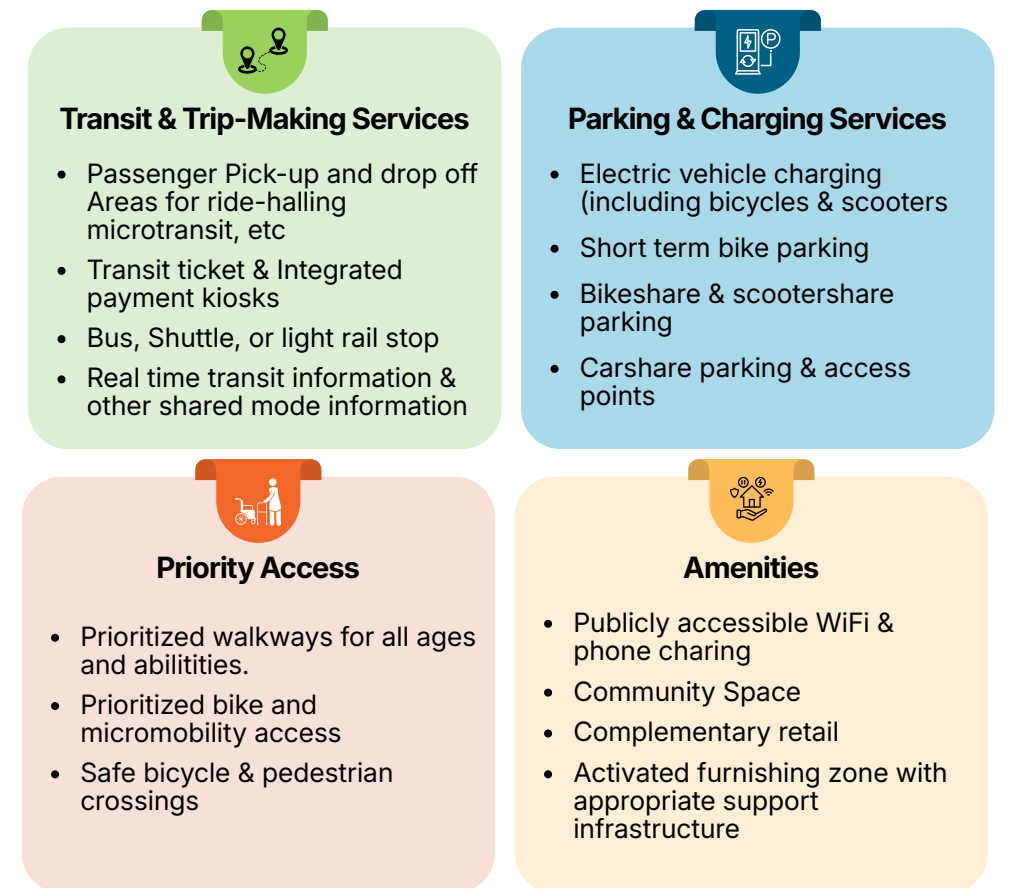
Objective 3.6: Partner with UTA, WFRM, and private property owners to establish a mobility hub near 38th Street and Washington Boulevard.

The area surrounding 38th Street and Washington Boulevard is well positioned to serve as a mobility hub serving residents, employees, and visitors traveling to and through the City Center. The City should partner with UTA, WFRM, property owners, and other transportation agencies to establish a mobility hub that provides convenient access to bus transit, bicycling, ridesharing, micromobility, and pedestrian facilities. Amenities may include transit shelters, bicycle parking, device charging stations, wayfinding, and passenger pickup and drop-off areas. Establishing a mobility hub can expand and enhance transportation mode choices, reduce reliance on short or single-occupancy vehicle trips, and support higher-intensity development.



Objective 3.7: Re-evaluate parking requirements within the City Center and 40th Street Corridor Form-Based Code to support implementation of the City Center Master Plan.

The City should perform a comprehensive parking study to assess current supply, utilization, and future demand in the City Center. It is essential to re-evaluate parking requirements in the Form-Based Code to align with the City Center Master Plan. Current parking ratios may hinder redevelopment and mixed-use projects. As redevelopment progresses and parking demand evolves, the City should review parking requirements and consider incentives for reductions to promote a walkable, mixed-use environment, ensuring adequate parking supply while facilitating redevelopment.



CITY CENTER CORE RECOMMENDATIONS

GOAL 4



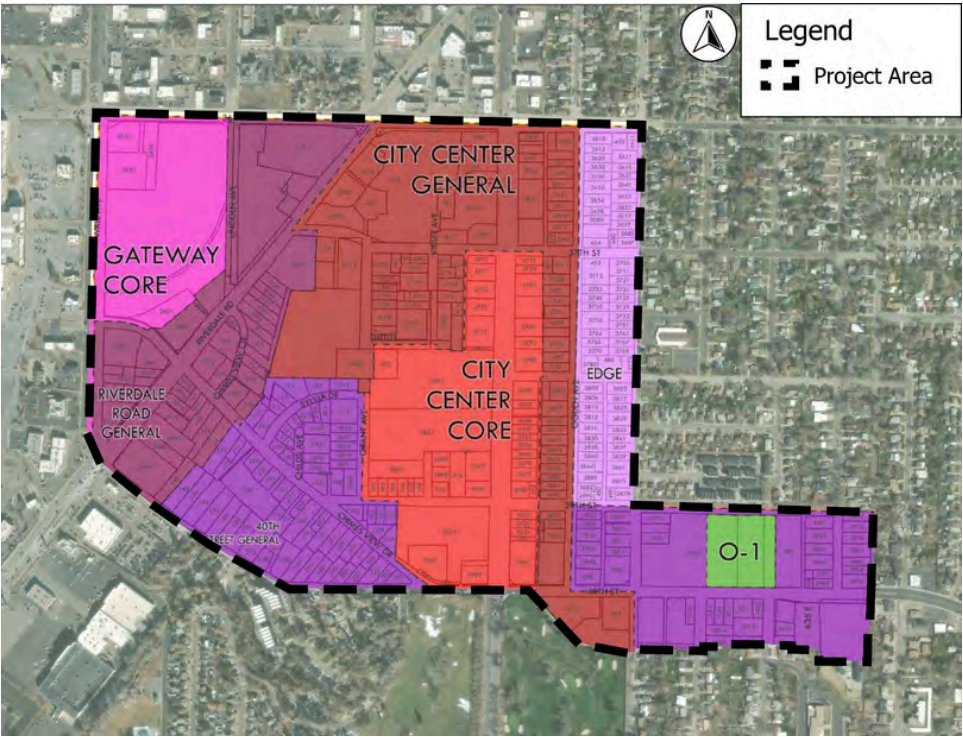
Support new, long-term development while transitioning to existing neighborhoods

Objective 4.1: Amend the Form-Based Code and form districts to implement the preferred development and streetscape framework



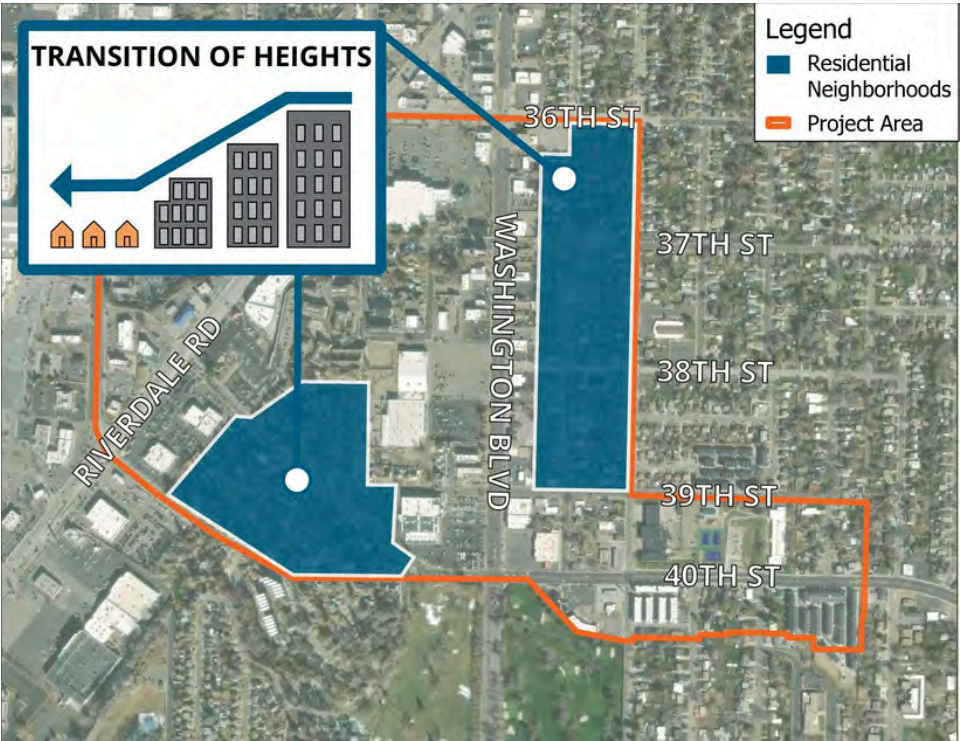
The existing Form-Based Code should be updated to implement the development pattern envisioned in the preferred scenario. Amendments should address land uses, building form, frontage design, active ground-floor requirements, streetscape standards, parking placement, and pedestrian-oriented development standards. The City should also revise and refine the form districts to reflect the distinct character areas identified in this plan. Particular emphasis should be placed on creating active pedestrian corridors through frontage standards, entrance orientation requirements, and active ground-floor uses along Kiesel Avenue, Washington Boulevard, 38th Street, and other priority pedestrian corridors to create a more walkable, cohesive, and vibrant City Center.

Objective 4.2: Expand the City Center regulating district and update standards to align with the City Center study area.



The preferred scenario extends beyond the boundaries of the current City Center regulating district and introduces development intensities that are not fully reflected in existing standards. The City should expand the regulating district to encompass areas identified for redevelopment and update development standards to support the mix of housing, commercial uses, building heights, and development intensities envisioned in this plan. These updates should encourage compact, walkable development while ensuring that infrastructure, public spaces, and transportation improvements can support future growth.

Objective 4.3: Establish transition standards for neighborhood compatibility and Old Town character east of Washington Boulevard.



One of the most common themes identified through public engagement was the importance of protecting nearby neighborhoods while accommodating new growth within the City Center. The City should establish development standards that provide gradual transitions between higher-intensity redevelopment areas and adjacent residential neighborhoods through building height limits, setbacks, stepbacks, landscaping, and other buffering requirements. The City should also recognize the unique character of the Old Town area east of Washington Boulevard by reinforcing development patterns, building forms, and streetscape elements that reflect its established scale and identity.

CITY CENTER CORE RECOMMENDATIONS

Align public investment and implementation efforts with the preferred City Center vision

GOAL 5



Objective 5.1: Utilize CRA funding, capital improvement programming, and annual budgeting to prioritize City Center infrastructure and public realm projects

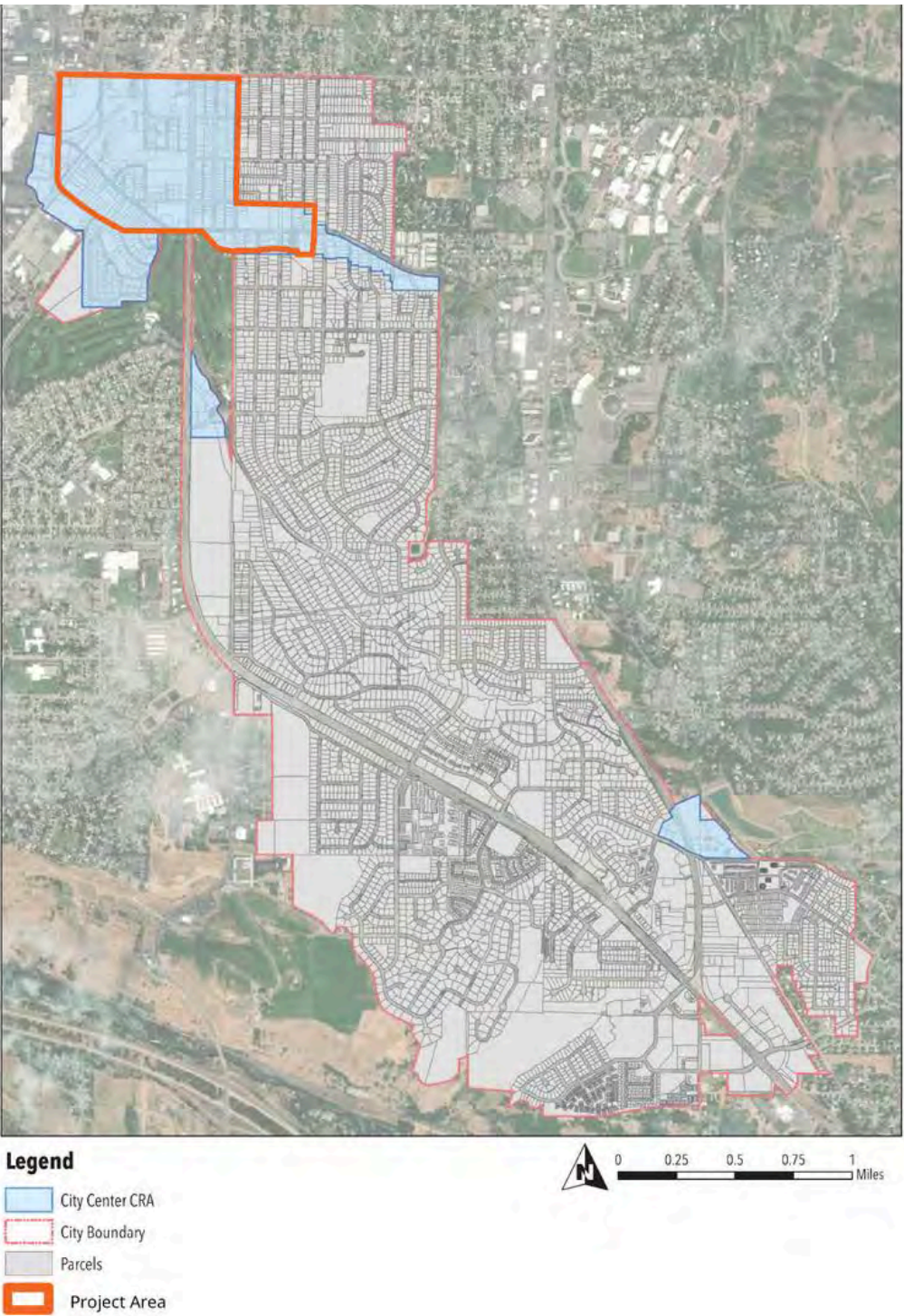
Redevelopment of the City Center will require consistent public investment in streets, utilities, public spaces, pedestrian improvements, land acquisition, parking facilities, and other infrastructure that supports redevelopment. The City should utilize CRA funding and prioritize City Center projects within the Capital Improvements Program and annual budgeting process to ensure public investments remain aligned with the vision of this plan. Public resources should be focused on projects that remove barriers to development, leverage private investment, and advance implementation of the preferred scenario.

IMPLEMENTATION FUNDING PIPELINE



Objective 5.2: Explore expansion of the CRA boundary as redevelopment around the City Center area occurs.

The existing Community Reinvestment Area (CRA) will be an important tool to support redevelopment and public investment in the City Center. As redevelopment occurs and new opportunities emerge, the City should periodically evaluate whether the CRA boundary continues to encompass the areas most likely to benefit from reinvestment. Future expansion of the CRA may enable the City to capture additional tax increment revenue from redevelopment projects, support infrastructure improvements, and fund public investments that advance this plan's goals. Any expansion should be carefully evaluated to ensure it aligns with redevelopment trends, infrastructure needs, and the City's economic development objectives.



City Center CRA Map with Study Area Boundary Overlay | Source: DRS

CITY CENTER CORE RECOMMENDATIONS

Objective 5.3: Pursue state, federal, regional, and private funding sources to advance priority City Center projects.

Many of the improvements envisioned for the City Center will require funding sources beyond local revenues alone. The City should actively pursue grants and funding opportunities through programs administered by WFRC, UDOT, state agencies, federal agencies, foundations, and private partners. Funding efforts should focus on transportation improvements, public spaces, infrastructure upgrades, redevelopment projects, housing initiatives, and other priority investments identified in this plan.

Leveraging outside funding can help accelerate implementation, reduce the financial burden on local taxpayers, and increase the number of projects that can be completed over time.

- ☒ **WFRC Transportation & Land Use Connection Program**
Planning studies, implementation planning, code updates, redevelopment strategies, and transportation and land use coordination
- ☒ **UDOT Funding**
Washington Boulevard corridor improvements, intersection upgrades, traffic calming, pedestrian crossings, streetscape improvements, and safety projects.

- ☒ **Utah Department of Workforce Services**
Workforce housing, affordable housing, mixed-income housing, and residential redevelopment projects.
- ☒ **Utah Governor’s Office of Economic Opportunity, Rural and Community Development Programs**
Provides targeted grants, loans, and incentives to address infrastructure, broadband access, and Main Street revitalization to encourage local investment, entrepreneurship, and job creation outside of major urban areas
- ☒ **South Ogden City Community Reinvestment Agency Funds**
Public infrastructure, site assembly, structured parking, public spaces, redevelopment incentives, and gap financing.

- ☒ **Federal Transportation Grants**
Roadway improvements, multimodal facilities, bicycle and pedestrian infrastructure, and mobility hub investments

- ☒ **Private Developers and Public-Private Partnerships**
Mixed-use development, structured parking, public plazas, streetscape improvements, housing, and commercial redevelopment.

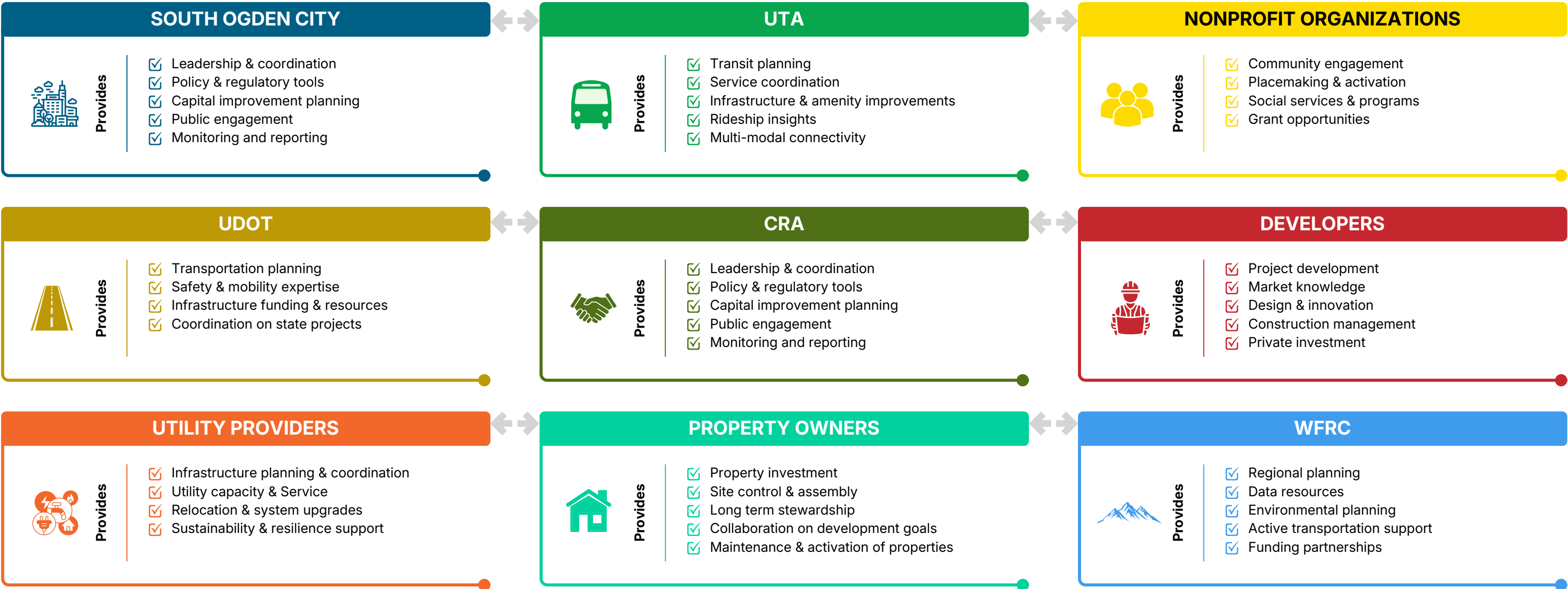
- ☒ **Federal Community Development Programs**
Public facilities, neighborhood improvements, accessibility projects, and community development initiatives

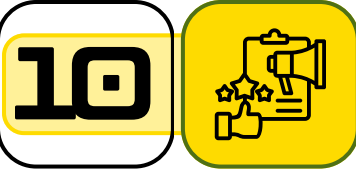


CITY CENTER CORE RECOMMENDATIONS

Objective 5.4: Establish an implementation partnership among various relevant partners to coordinate project delivery.

Implementation of the City Center Master Plan will require ongoing coordination among public agencies, property owners, developers, and other stakeholders. The City should establish a formal implementation partnership that meets regularly to coordinate redevelopment efforts, infrastructure projects, funding opportunities, development agreements, and project phasing. The partnership should also help identify implementation barriers, align public and private investments, and monitor progress toward achieving the City's vision.





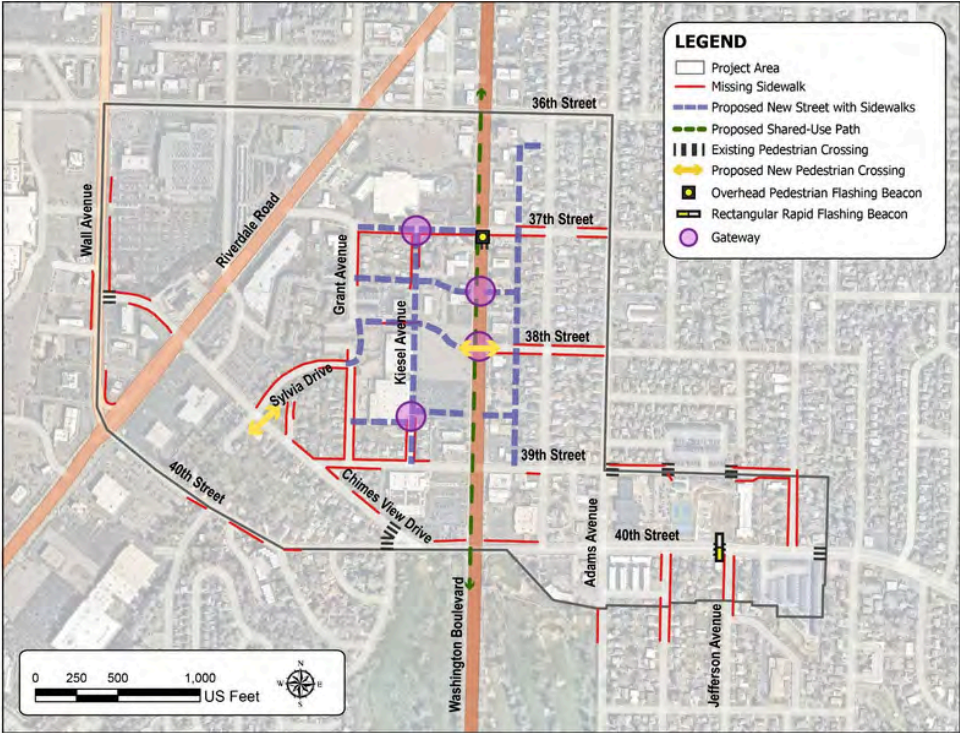
STUDY AREA RECOMMENDATIONS



Improve connectivity throughout the area by creating a safer, more complete multimodal network.

Objective 1.1: Identify and close gaps in the pedestrian and bicycle network throughout the City Center area to support safe circulation and access to destinations.

A connected network of sidewalks, bicycle facilities, trails, and crossings is essential to creating a walkable and accessible City Center. The City should identify gaps and barriers within the existing network and prioritize improvements that connect the City Center core and various destinations throughout the broader area and the whole city. Improvements should include missing sidewalk segments, bicycle facilities, shared-use paths, pedestrian crossings, pedestrian-scale lighting, and other infrastructure that improves safety and connectivity for people walking and bicycling.



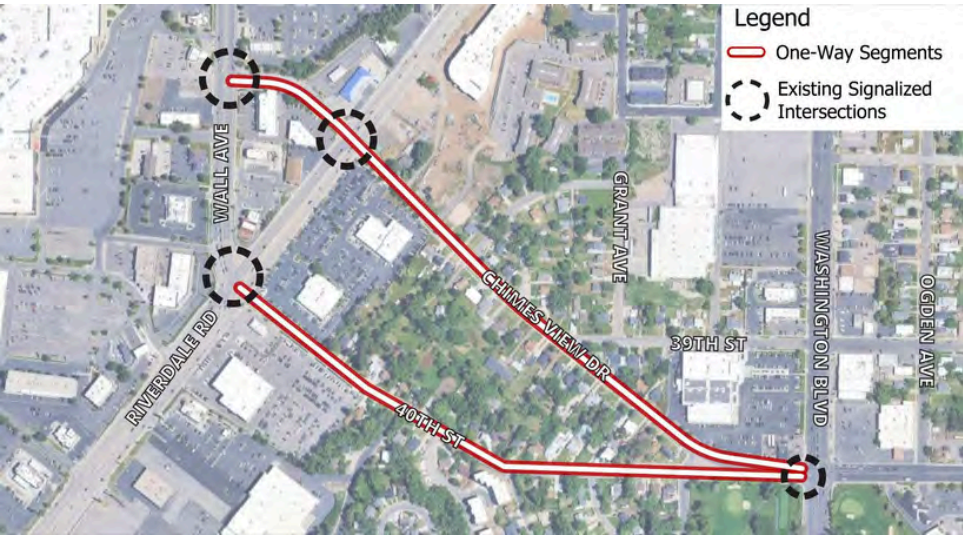
Objective 1.2: Partner with UDOT to implement the Utah Trail Network along Washington Boulevard.

The Utah Trail Network Master Plan identifies Washington Boulevard as a priority regional trail corridor connecting communities throughout Weber County and the Wasatch Front. South Ogden should partner with UDOT, WFRC, Weber County, and neighboring jurisdictions to implement this segment of the trail network and establish a safe, continuous regional bicycle and pedestrian connection through the City Center area. The preferred scenario locates the trail along the west side of Washington Boulevard, where fewer curb cuts reduce conflicts between trail users and vehicles and additional right-of-way opportunities may exist to accommodate a wider shared-use path. Implementing this segment will improve regional connectivity, expand transportation and recreation options, and strengthen access between the City Center and the broader Utah Trail Network.



Objective 1.3: Complete a Level of Service study for two-way traffic restoration on Chimes View Drive and 40th Street and associated intersection improvements.

Several community members and stakeholders identified concerns related to circulation and access within the study area, particularly along Chimes View Drive and 40th Street. The City should partner with UDOT to complete a traffic operations study to evaluate the feasibility and potential benefits of restoring two-way traffic operations and identify any roadway, signal, or intersection improvements needed to support these changes. The study should also evaluate opportunities to improve safety, reduce congestion, and improve access to nearby neighborhoods, businesses, and the City Center. Understanding the operational impacts of these potential changes will help guide future transportation investments and improve circulation throughout the community.



STUDY AREA RECOMMENDATIONS

Strengthen the City Center's identity through gateways, wayfinding, beautification, and placemaking.

GOAL 2



Objective 2.1: Construct gateway monuments and landscape improvements at major entrances along Washington Boulevard and Riverdale Road.

Washington Boulevard and Riverdale Road serve as the primary entrances to the City Center and shape many of the first impressions residents and visitors have. The General Plan identifies gateways and community identity as important components of creating a stronger sense of place throughout the city. The City should gain permission from UDOT as needed and construct gateway monuments, landscaping, lighting, and other visual enhancements at key entry points to create a recognizable sense of arrival and reinforce community identity. Gateway improvements should reflect the character of South Ogden, highlight major destinations such as the City Center, and establish a consistent visual experience throughout the community.



Objective 2.2: Develop and implement a coordinated City Center branding, signage, and wayfinding program.

The City Center should have a recognizable identity that helps residents and visitors navigate the area while reinforcing its role as South Ogden's civic and commercial hub. The City should develop and implement a coordinated program that includes branding standards, wayfinding signage, gateway elements, trail markers, destination signage, placemaking features, and streetscape character elements. The program should create a consistent visual identity throughout the City Center while improving navigation, increasing awareness of community destinations, and strengthening the overall sense of place.



Encourage reinvestment in commercial areas while improving their appearance, function, and long-term viability.

GOAL 3



Objective 3.1: Establish a façade improvement grant program that provides matching grants for façade and signage improvements.

Many properties throughout the City Center area could benefit from updated buildings, landscaping, signage, and site improvements. Small improvements can make sites more attractive, create a better experience, and encourage additional investment by nearby property owners. The City should establish a façade improvement grant program that provides matching grants for eligible improvements and prioritizes projects that are highly visible and have the greatest potential to improve the appearance of major corridors. By helping property owners invest in their properties, the City can encourage reinvestment and improve the overall appearance of the City Center.



Example of a building in need of façade improvements
Source: google.com

STUDY AREA RECOMMENDATIONS

Objective 3.2: Strengthen and unilaterally enforce property maintenance standards to improve the appearance and condition of commercial corridors and activity centers.



Before and after facade improvements | Source: Independenceia.gov

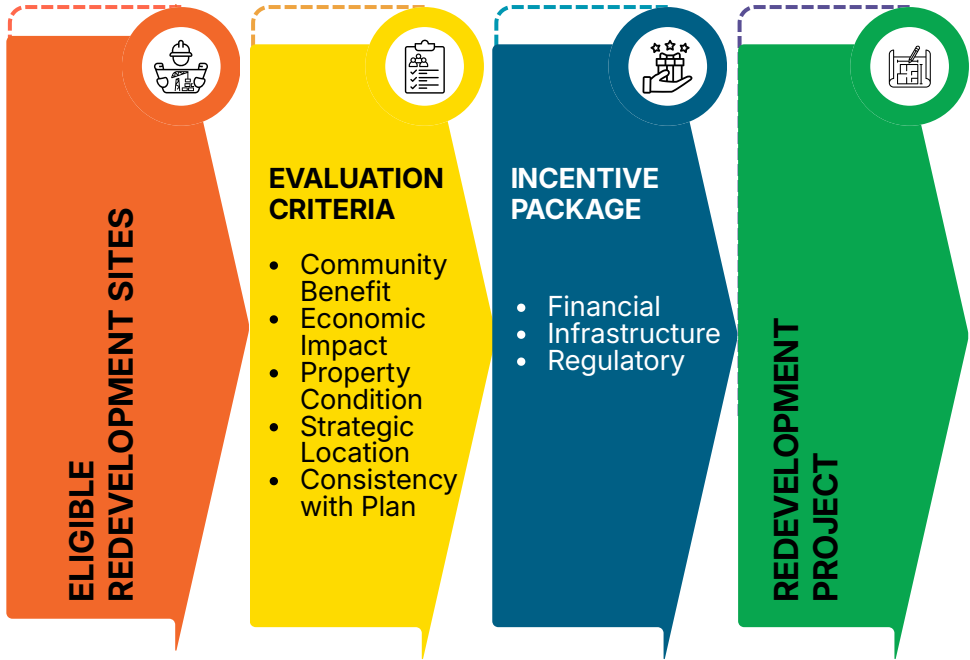
The condition of commercial properties plays an important role in how residents, visitors, and businesses view the City Center. Well-maintained buildings, landscaping, signage, and parking areas help create a positive impression and encourage investment. The City should review its existing property maintenance standards and enforcement procedures to ensure they are clear, effective, and applied consistently throughout the community. Maintaining high standards for commercial properties can improve the appearance of the corridor, protect property values, and encourage continued investment by property owners.

Objective 3.3: Partner with owners of aging commercial centers to prepare redevelopment strategies for underutilized properties.



Several commercial properties in the City Center area may experience redevelopment pressure as market conditions evolve and investment shifts toward newer development patterns. The City should work proactively with property owners to prepare redevelopment strategies that identify preferred land uses, site layouts, access improvements, development standards, and public infrastructure needs before redevelopment opportunities emerge. These strategies can then be used to guide future Requests for Proposals (RFPs), developer solicitations, and redevelopment discussions. Establishing a clear vision for key properties will help ensure that future redevelopment projects align with community goals, incorporate desired design elements, and contribute to the long-term vision for the City Center and surrounding commercial corridors.

Objective 3.4: Establish redevelopment incentives and implementation tools that support reinvestment in strategic commercial properties and activity centers.



Redevelopment projects often require additional support to overcome site constraints, infrastructure needs, or financial challenges. The City should establish a clear set of incentives and assistance programs that encourage reinvestment in important commercial properties and activity centers. These may include redevelopment agreements, participation in infrastructure, tax increment financing, streamlined review processes, and other partnership opportunities. Providing a predictable process and a clear set of available tools can help attract private investment and encourage projects that support the community's long-term vision.

STUDY AREA RECOMMENDATIONS

Preserve neighborhood character while supporting infill, redevelopment, and new housing

GOAL 4



Objective 4.1: Amend zoning regulations to permit additional housing types in locations identified as appropriate for infill development.

Objective 4.2: Utilize available housing funds and pursue LIHTC funding to support affordable housing



As housing needs continue to evolve, South Ogden will benefit from providing a broader range of housing options than are available today. The General Plan identifies opportunities to accommodate future growth through infill development and redevelopment in locations that are already served by roads, utilities, and community services. The City should review and update its zoning regulations to allow additional housing types, such as townhomes, cottage housing, multiplexes, mixed-use residential development, and other smaller-scale housing options, in appropriate locations. Expanding housing choices can help meet the needs of young professionals, families, seniors, and workforce households while directing growth toward areas that can accommodate additional development.



Housing costs continue to rise throughout northern Utah, making it increasingly difficult for many households to find housing that meets their needs and budgets. The City should utilize available housing funds, redevelopment resources, and partnerships to support affordable and workforce housing opportunities throughout the community. The City should also work with housing developers, nonprofit organizations, and state agencies to pursue funding sources such as the Low-Income Housing Tax Credit (LIHTC) program, or similar. These efforts can help preserve existing affordable housing, support rehabilitation of older homes, and encourage new housing opportunities for households that may otherwise struggle to remain in the community.

Preserve neighborhood character while supporting infill, redevelopment, and new housing

GOAL 5



Objective 5.1: Incorporate priority City Center and study area projects into the City's Capital Improvements Program.

Objective 5.2: Prepare an annual implementation report tracking completed projects, funding awards, redevelopment activity, and remaining priorities.



Many of the recommendations identified in this plan will require public investment over time. The City should incorporate priority transportation, infrastructure, public space, and streetscape projects into the Capital Improvements Program to ensure that funding decisions support the community's long-term vision. By formally including these projects in the City's budgeting and planning process, the City can better coordinate implementation efforts, establish clear priorities, and position itself to pursue outside funding opportunities.



Implementation should be monitored regularly to ensure that the City continues making progress toward its long-term goals. The City should prepare an annual implementation report summarizing completed projects, redevelopment activities, grant awards, infrastructure investments, and progress toward priority recommendations. The report should also identify remaining priorities, emerging opportunities, and potential challenges that may affect implementation. Regular reporting can help City officials and staff, implementation partners, and residents understand what has been accomplished and where future efforts should be focused.

SOUTH OGDEN

CITY CENTER MASTER PLAN

2026 JULY



STAFF REPORT



SUBJECT: Temporary Land Use Regulation (Moratorium)
AUTHOR: Aliko Murphy
DEPARTMENT: Administration / Planning
DATE: August 18, 2026

BACKGROUND

In January of this year, City Council passed Resolution 26-03 establishing a temporary land use regulation (moratorium) that paused the acceptance and processing of applications for any development or permits that required approval from the Staff Review Committee as outlined in our form-based code for areas within the City Center Core, City Center General, Riverdale Road General, and 40th Street General Zones. The City Council is now considering a similar temporary land use regulation for a period of up to 180 days.

Throughout much of this year, the City has worked with Downtown Redevelopment Services (DRS) to put together our city center plan. As part of that process, recommendations have been made regarding the City's existing form-based code and its relationship to the long-term vision established for the City Center.

With the City Center Plan now being considered for adoption, the Economic Development Committee suggested move forward with the temporary land use regulation (moratorium) of 180 days. In that time, planning staff will be assigned to work with Planning Commission and City Council to review the existing form-based code, consider the recommendations contained within the City Center Plan, and determine what, if any, amendments should be made.

At the August 13 Planning Commission meeting, commissioners expressed interest in moving forward with a moratorium to start addressing parts of the form-based code that need attention.

ANALYSIS

A temporary land use regulation or moratorium resolution has been put together for the Planning Commission and City Council to review. During the October 7th City Council meeting, planning staff went over the definition of a moratorium or land use regulation and on this staff report planning staff is restating what the Office of the Property Rights Ombudsman says about when to impose a moratorium. The text below is taken from the Ombudsman's website. ([Temporary Land Use Regulation \(Moratorium\) - propertyrights.utah.gov](https://propertyrights.utah.gov)).

A temporary land use regulation may be adopted to address any one of these three situations:

1. The local government finds that there is a compelling public interest that justifies the temporary regulation. Compelling public interest means that there is substantial risk to the public's health, safety, or welfare that should be addressed through a temporary regulation.
2. There is an area that is unregulated by zoning ordinances.
3. A proposed highway corridor is being studied for an Environmental Impact Statement or a Major Investment Study.

The City has worked with its planning consultants to develop a City Center Plan establishing a long-term vision for the area where the public, future residents, current and future businesses can efficiently function. With the plan now complete, the city will need to evaluate its recommendations and determine whether amendments to the existing form-based code are appropriate. The proposed moratorium would temporarily pause certain development applications while that evaluation occurs. During the temporary regulation period, Planning Staff would work with the Planning Commission and City Council to review the existing regulations and consider potential amendments consistent with the direction ultimately established through the City Center Plan.

As currently drafted, the proposed resolution would apply to the same geographic area as the previous moratorium, including the City Center Core, City Center General, Riverdale Road General, and 40th Street General Zones. The Planning Commission and City Council may also consider whether different geographic or regulatory parameters are appropriate. The proposed duration is 180 days, representing the maximum duration of a single temporary land use regulation. After its conclusion, if the city feels like another moratorium is needed then we can enforce a new ordinance, but the city must take in the applications that were turned in during the first moratorium. If no changes were made, then those applicants are held to the existing requirements. If there are changes, then those new changes apply.

ORDINANCE NO. 26-07

AN ORDINANCE OF SOUTH OGDEN CITY, ESTABLISHING AND ADOPTING A MORATORIUM ON RECEIVING OR PROCESSING APPLICATIONS FOR ANY DEVELOPMENT OR PLANNING RELATED PERMITS REQUIRING APPROVAL FROM THE STAFF REVIEW COMMITTEE, FOR AREAS WITHIN THE CITY CENTER CORE, CITY CENTER GENERAL, RIVERDALE ROAD GENERAL, AND 40TH STREET GENERAL ZONES, FOR 180 DAYS AFTER PASSAGE OF THIS ORDINANCE

SECTION I - RECITALS:

WHEREAS, the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with Utah Code ("UC") § 10-3-717, and UC § 10-3- 701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, in conformance with the provisions of UCA §10-9a-504, the City Council of the City may, without prior consideration of or recommendation from the planning commission, enact an ordinance establishing a temporary land use regulation for any part or all of the area within the municipality; and,

WHEREAS, the City finds that UCA § 10-9a-504 also states that the City Council may only enact a temporary land use regulation or moratorium if it makes a finding of a compelling, countervailing public interest; and

WHEREAS, the City Council finds that a Small Area Master Plan Study for the City Center Core, City Center General Subdistricts, Riverdale Road General, and 40th Street General Subdistricts (Zones) has been completed and adopted; and,

WHEREAS, the City Council finds that the City Center Master Plan advises that the City Center and 40th Street Corridor Form Based Code be amended to accomplish the goals and recommendations of the City Center Master Plan; and,

WHEREAS, the City Council also finds that there are other issues regarding vague language within certain aspects of the Form Based Code; and

WHEREAS, the City Council finds that the management and administration of the applications for any and all development or planning related applications and permits requiring approval from the staff review committee within the City Center Core, City Center General, Riverdale Road General, and 40th Street General zones is an integral part of realizing the goals

and recommendations of the City Center Master Plan; and

WHEREAS, the City Council finds that the continued receipt or approval of any development or building related applications and permits within the City Center Core, City Center General, Riverdale Road General, and 40th Street General zones is not in the best interest of the City nor its residents and would be harmful to the public interest until the recommended changes and also clarification of language to the City Center and 40th Street Corridor Form Based Code are completed; and,

WHEREAS, the City Council finds that a certain amount of time will be required to complete the changes to the City Center and 40th Street Corridor Form Based Code;

WHEREAS, the City finds that making amendments to the Form Based Code to accomplish the goals and recommendations of the City Center Master Plan and to fix vague language in the Form Based Code is a compelling, countervailing public interest to halt acceptance of any development applications and planning related permits involving areas within the City Center Core Zone, City Center General Zone, Riverdale Road General Zone, and the 40th Street General Zone until the City has reviewed, clarified, and amended the language in the City Code to fix any ambiguities and vagueness in the language regarding what is allowed and what is not allowed regarding developments; and

WHEREAS, the City Council finds that implementing a moratorium on accepting any type of land use change applications within the City should be accomplished so such amendments to the Form Based Code can be accomplished; and,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH THAT:

SECTION II – MORATORIUM IMPOSED:

1. There is imposed an immediate moratorium on the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval, including the receipt and processing of applications for zoning, any and all development and planning related applications and permits or any other land use activity requiring approval of the staff review committee, within the City Center Core, City Center General, Riverdale Road General, and 40th Street General zones (see map, “Attachment A”).
2. This moratorium does not apply to those subdivisions which already have preliminary approval nor does it apply to the City being able to issue building permits regarding those subdivisions which already have at least preliminary approval as of this date.
3. is moratorium shall last one hundred and eighty (180) days from August 18, 2026, or until all the recommended changes, including clarifying language, to the City Center and 40th Street Corridor Form Based Code are completed,

- whichever is sooner;
4. This moratorium may be lifted prior to one hundred and eighty (180) days upon a joint finding by the Mayor and City Manager, that it would be in the best interest of the City so to do.

That the foregoing recitals are incorporated herein.

SECTION III - REPEALER OF CONFLICTING ENACTMENTS:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION IV - PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

SECTION V - SAVINGS CLAUSE:

If any provision of this Ordinance be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason will not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed to be the separate independent and severable act of the City Council of South Ogden City.

SECTION VI - DATE OF EFFECT

This Ordinance will be effective August 18, 2026, and after publication or posting as required by law.

DATED this 18th day of August 2026.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

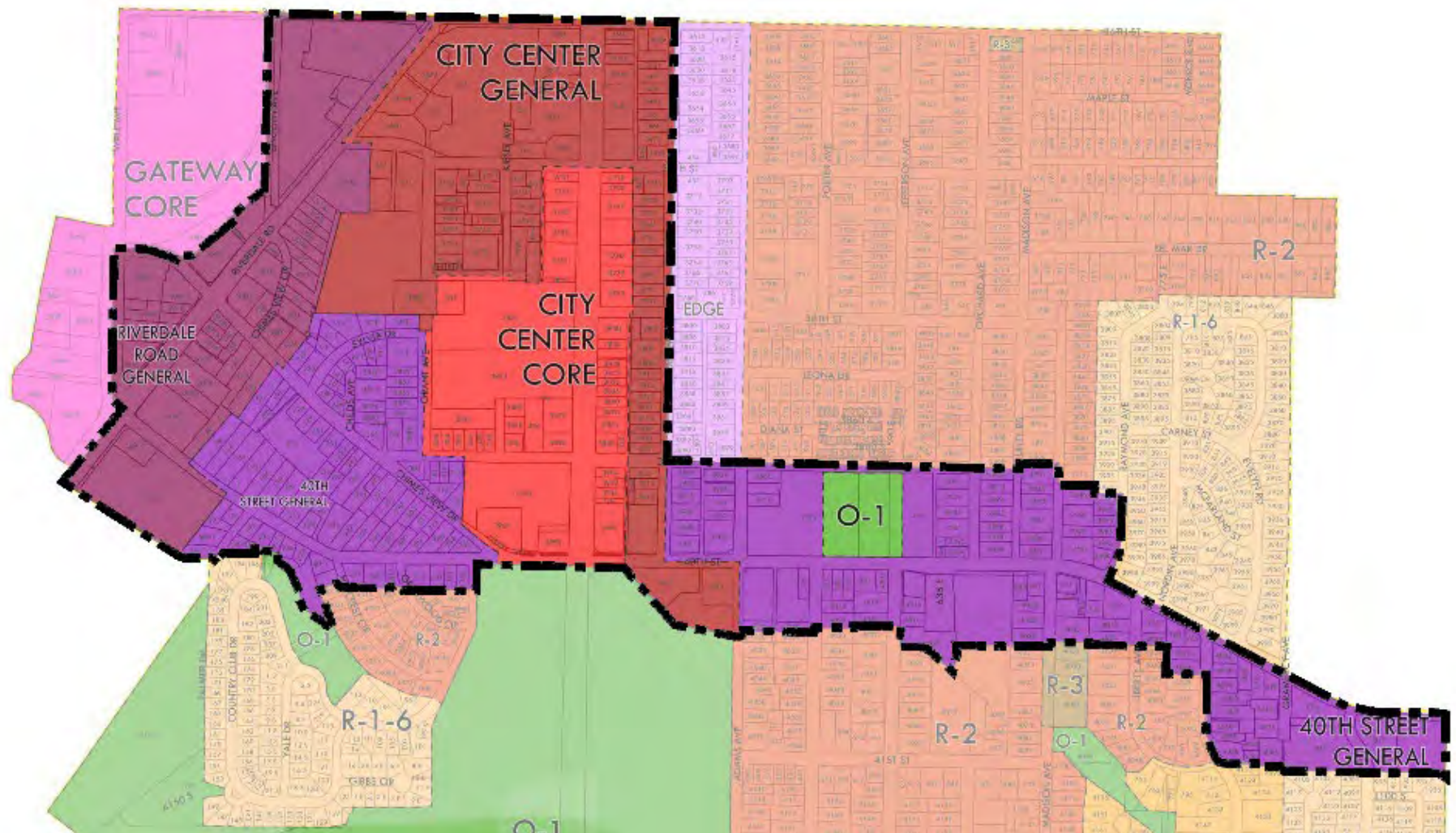
Leesa Kapetanov, MMC
City Recorder

ATTACHMENT A

ORDINANCE NO. 26-07

An Ordinance of South Ogden City, Establishing and Adopting a Moratorium on Receiving or Processing Applications for Any Development or Planning Related Permits Requiring Approval From the Staff Review Committee, for Areas Within the City Center Core, City Center General, Riverdale Road General, and 40th Street General Zones, for 180 Days After Passage of This Ordinance

18 Aug 26



STAFF REPORT



SUBJECT: Ogden Transfer Station, LLC Mixed Solid Waste Disposal Agreement

AUTHOR: Matt Dixon, City Manager

DEPARTMENT: Public Works

DATE: August 18, 2026

RECOMMENDATION

Staff recommends approval of the Mixed Solid Waste Disposal Agreement between South Ogden City and Ogden Transfer Station, LLC and authorizing the Mayor to execute the agreement.

BACKGROUND

South Ogden City contracts for the disposal of municipal solid waste generated through the City's residential collection program. The proposed agreement with Ogden Transfer Station, LLC establishes the terms and conditions under which the City's municipal solid waste will be delivered to the Ogden Transfer Station for transport and final disposal at an authorized landfill.

The agreement has an initial term ending June 30, 2029, with automatic two-year renewal periods unless either party provides at least ninety (90) days' written notice of its intent not to renew. Additional extensions may be approved by mutual consent.

Under the agreement, South Ogden City will pay a disposal rate of **\$48.00 per ton**, which includes all applicable taxes and fees after a \$1.00 per ton residential hauling discount. Based on the city's 2025 tonnage (6,106), the estimated annual expenditure is approximately **\$293,000**. This rate is very competitive and represents a small savings for the city of approximately \$12,500 annually. Beginning July 1, 2027, disposal rates may be adjusted annually based on the Consumer Price Index for Water, Sewer, and Trash Collection Services, subject to the terms of the agreement. Fuel recovery charges may also apply only under specified conditions and must be supported by documentation.

ANALYSIS

The agreement provides South Ogden City with a long-term, reliable disposal solution for municipal solid waste while incorporating contractual protections for the City.

Key provisions include:

- A guaranteed disposal rate of **\$48.00 per ton**, with future rate adjustments tied to the Consumer Price Index rather than fixed annual increases.
- Requirements that the contractor maintain sufficient staffing, operating hours, disposal capacity, and contingency arrangements to provide uninterrupted service.
- Audit rights allowing the City to review tonnage records, invoices, fuel recovery calculations, disposal records, and other documentation necessary to verify contract compliance.
- Immediate notification requirements for significant regulatory actions or permit issues that could affect the contractor's ability to perform.
- Insurance, indemnification, and environmental liability provisions that protect the City from claims arising from the contractor's operations after waste has been accepted at the transfer station.
- Provisions allowing the City to utilize alternative disposal facilities if the contractor cannot accept waste because of operational interruptions, emergencies, capacity limitations, regulatory restrictions, or other specified circumstances.

The completed contract cover sheet confirms that funding for the agreement is included in the approved budget under GL Account 54-40-430 and that the procurement complies with the City's purchasing requirements. Because the estimated annual value exceeds \$25,000, City Council approval by resolution is required before execution in accordance with the South Ogden Purchasing Policies and Procedures.

SIGNIFICANT IMPACTS

Approval of this agreement will ensure the continued disposal of municipal solid waste collected within South Ogden City through a regional transfer facility.

The agreement provides predictable disposal pricing, establishes performance standards for the contractor, and includes contractual safeguards that protect the City's operational and financial interests. While annual disposal costs will fluctuate based on tonnage generated, the current estimated annual expense is approximately **\$293,000**. Future rate

adjustments are limited to annual CPI-based increases, with additional fuel recovery charges permitted only under the specific conditions outlined in the agreement.

ATTACHMENTS

1. Mixed Solid Waste Disposal Agreement – Ogden Transfer Station, LLC
2. Contract Cover Sheet
3. Proposed Resolution Approving the Agreement

Resolution No. 26-23

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT BETWEEN SOUTH OGDEN CITY
AND THE OGDEN TRANSFER STATION, LLC FOR DISPOSAL OF
THE CITY'S MIXED SOLID WASTE**

WHEREAS, the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") §10-3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council finds that the City has contracted for many years with Weber County for use of its transfer station for disposal of mixed solid waste; and

WHEREAS, the City Council finds that Weber County has sold the transfer station to Ogden Waste Transfer Station, LLC; and,

WHEREAS, the City Council finds that the services provided by Ogden Waste Transfer Station, LLC constitute a direct benefit to the City's residents by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials; and

WHEREAS, the City Council finds that signing and supporting an agreement for the commitment of delivery of mixed solid waste collected within South Ogden City to Ogden Waste Transfer Station, LLC is in the best interest of the citizens of South Ogden;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SOUTH OGDEN, UTAH, THAT:**

The "Services Agreement – Disposal Mixed Solid Waste (MSW)" with Ogden Transfer Station, LLC, attached hereto as **Attachment "A"**, and by this reference fully incorporated herein, is approved and adopted, and the City Manager authorized to sign, and the City Recorder authorized to attest, all documents necessary to finalize the agreement.

SECTION 2 - REPEALER OF CONFLICTING ENACTMENTS:

All orders and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict,

repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 3 - PRIOR RESOLUTIONS:

The body and substance of any prior Resolutions, with their specific provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4- SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such reason shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution and this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 5 - DATE OF EFFECT:

This Resolution shall be effective on the 18th day of August, 2026, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH, on this 18th day of August, 2026.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 26-23

A Resolution Approving and Authorizing the Execution of an Agreement
Between South Ogden City and The Ogden Transfer Station, LLC for Disposal
of the City's Mixed Solid Waste

18 August 26

Today's Date:

7/27/26

COVER SHEET

For contracts \$25,000 and above

From whom are we purchasing: Ogden Transfer Station, LLC

What are we purchasing: Mixed Solid Waste Disposal Services

Amount of purchase: Variable unit-price contract (\$48/ton) Est. annual expense is \$305,000

Is this item/service in the current approved budget? ☒ Yes ☐ No GL Account: 54-40-430

If answer above is no, you must obtain the following signatures:

As the City Finance Director, I affirm that there are funds available for this purchase and the current budget will be amended as soon as feasible to account for the purchase.

As the City Manager, I affirm that the City Council has informally approved this purchase and will formally approve it as an amendment to the budget as soon as feasible.

Please check all boxes that apply and obtain corresponding signatures:

☒ I affirm that the competitive purchasing requirements as outlined in South Ogden Purchasing Policy (SOPP) Section 9 have been followed.

Signature of person responsible for purchase

☐ The Finance Director or Department Head has determined that an exception to the purchasing requirements is acceptable based on SOPP 9.03.

Reason for exception (to be filled out by Finance Director or Department Head):

NA

All contracts \$25,000+ must be reviewed/approved by the City Manager and City Attorney.

City Manager Approval

City Attorney Approval

Next steps:

1. If City Manager or City Attorney have made any changes to the contract, return edited contract to the contracting party for approval of the changes.
2. All contracts must be bilateral, meaning that both parties must sign. If there are not signature lines for both the vendor and the City, please have the vendor add them to the contract.
3. Fill out the "Additional Contract Information" on the next page and email this completed cover sheet, along with the contract, to the City Recorder.

At which city council meeting would you like this contract to be considered? 8/18/26

ADDITIONAL CONTRACT INFORMATION

What is contract effective date? 7/1/26

Does the contract contain extension provisions? ☒ Yes ☐ No

If yes, what are the terms and how are they triggered?

Automatic 2-year renewal unless either party gives at least 90 days' written notice; thereafter additional extensions by mutual written consent.

What are the conditions of the termination notice?

90-day written notice of non-renewal; immediate termination rights for specified defaults/material impairments as provided in the agreement.

Who in the city should be notified when this contract is ready to expire?

City Manager

Who is the contact person for the contracting entity/business?

Name: Ashlee Cawley

Email: acawley@republicservices.com

Phone: 559-505-5333

Save As...

Clear Form

**SERVICES AGREEMENT – DISPOSAL
MIXED SOLID WASTE (MSW)**

OGDEN TRANSFER STATION, LLC
3027 Midland Drive, Ogden, Utah
Telephone: (801) 924-8509

SOUTH OGDEN CITY
3950 S ADAMS AVE
SOUTH OGDEN, UT 84403
801-622-2700

Type of Waste Generated: Mixed Solid Waste (MSW)

1. **Purpose of Agreement.** SOUTH OGDEN CITY, ('Customer' or "City") and Ogden Transfer Station, LLC ("Ogden TS or Contractor") (The 'Parties') enter into this Agreement to establish terms for disposal of customer's Non-Contaminated and Non Hazardous material at Ogden Transfer Station, located at 3027 Midland Drive, Ogden, Utah. This Agreement provides general terms for all shipments of Customer's material to Ogden TS.
2. **Term and Notices.** Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement (the "Initial Term") shall commence as of the Effective Date and shall remain in effect until June 30, 2029. This Agreement shall automatically renew for a period of 2 years (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless either Party provides written notice to the other Party at least ninety days before the expiration of the then-applicable Term that it does not desire to extend the Term Thereafter, the Agreement may be extended for an additional period upon mutual consent of the parties.
3. **Customer's Responsibilities.**
 - a. **Acceptable Waste.** Customers, or their contracted service providers, shall tender only Acceptable Wastes to Ogden TS for transport and disposal. "Acceptable Waste" means material which is Non-Hazardous, Non-Contaminated, and which is not precluded from disposal at the landfill by other law regulation or governmental restriction. Customer agrees to exclusively direct all City contracted collection of "Acceptable Waste" from within the City limits to the Ogden TS for ultimate transportation and disposal to a landfill. Notwithstanding the foregoing exclusivity provision, Customer may direct waste to an alternate transfer station, landfill, or disposal facility if Contractor is unable to accept waste, experiences operational interruptions, capacity limitations, permit restrictions, regulatory actions, emergency conditions, force majeure events, material breaches of this Agreement, or if Customer reasonably determines that alternate disposal is necessary to protect public health, safety, welfare, or municipal operations.

Title to Acceptable Waste will pass to Ogden TS once it is accepted at the Ogden Transfer Station. Title to and liability for any waste material that is not Acceptable Waste will at no time pass to Contractor and will at all times remain with the generator of that waste.

b . **Fees.** For services provided under this Agreement, Customer shall:

- 1) Pay \$49 per ton delivered for MSW to the Ogden TS (3027 Midland Drive, Ogden UT). Rate includes applicable taxes and fees. Customer will receive a \$1 per ton discount as a residential hauling customer for a total of \$48 per ton including applicable taxes and fees.
- 2) Beginning July 1, 2027 and every July 1 during the term of the Agreement thereafter, all rates set forth herein shall be adjusted to reflect the most recently available trailing twelve (12) months average, utilizing December to December, in the cost of doing business, as measured by the most recently produced Consumer Price Index for All Urban Consumers: Water and Sewer and Trash ("W/S/T") collection services (CPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, (West Urban) pending an annual review with the Customer. Any percent change in the CPI W/S/T shall equal the percent change in the disposal rate, with a floor no lower than zero percent (0%) per year.
- 3) In the event the average cost of fuel exceeds \$4.00 per gallon Contractor will charge a Fuel Recovery Fee (the "FRF"), which is a percentage of the total standard monthly invoice charges (excluding tax) that will be adjusted on each invoice. The FRF will be determined based on the table attached hereto as Exhibit A, incorporated by reference. Contractor shall provide supporting documentation demonstrating the basis for any Fuel Recovery Fee. Customer shall have the right, upon reasonable notice, to audit Contractor's records relating to fuel recovery charges, invoices, tonnage records, disposal receipts, landfill charges, regulatory compliance records, and any other records reasonably necessary to verify Contractor's compliance with this Agreement. Contractor shall maintain such records for not less than six (6) years. No Fuel Recovery Fee adjustment shall become effective without supporting documentation reasonably acceptable to Customer.

c . **Payment and Service Charges.** Ogden TS shall invoice Customer monthly for all waste deposited in that period, to be paid within Thirty (30) days after receipt of invoice. Ogden TS shall charge and Customer shall pay a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, on any amounts paid after such thirty (30) day period. Customer shall also pay all reasonable costs of collection, including attorney's fees, incurred by Ogden TS in the collection of amounts owing but not paid by Customer within such thirty (30) day period.

d. **Government Records Access and Management Act.** Contractor acknowledges that Customer is subject to the Government Records Access and Management Act, Utah Code §63G-2-101 et seq. Contractor further acknowledges that records provided to Customer may be subject to disclosure unless specifically protected from disclosure by applicable law. Contractor shall clearly identify any records it believes are protected and shall cooperate with Customer regarding any GRAMA request.

- 4. Ogden TS Responsibilities.** Ogden TS shall dispose of the Acceptable Waste pursuant to the terms herein, except in instances where: (a) Ogden TS rejects shipments of material under Paragraph 4 below ("Ogden TS Inspection of Waste"); or (b) Ogden TS rejects shipments because Customer has breached a term of this Agreement. Ogden TS shall:
- a. maintain sufficient staffing, equipment, operating hours, disposal capacity, and backup disposal arrangements necessary to provide uninterrupted service. Contractor shall use commercially reasonable efforts to minimize wait times and service disruptions and shall promptly notify Customer of any event reasonably expected to affect disposal operations.
 - b. Contractor shall maintain records of waste volumes, disposal locations, regulatory compliance. Records must be retained for at least six (6) years and made available to the Customer upon request for audit, compliance, and verification purposes.
 - c. If Contractor fails to perform any material obligation under this Agreement, Customer shall provide written notice describing the default. Contractor shall have thirty (30) days to cure the default. If the default is not timely cured, Customer may terminate the Agreement immediately and pursue any remedies available at law or equity.
 - d. Compliance with Laws. Contractor shall comply with all applicable federal, state, county, and local laws, regulations, permits, licenses, orders, and requirements relating to the collection, transportation, transfer, handling, storage, processing, and disposal of waste, including without limitation the Utah Solid and Hazardous Waste Act, all applicable environmental permits, and all requirements imposed by any landfill or disposal facility utilized by Contractor.
 - e. Regulatory Violations. Contractor shall immediately notify Customer of any notice of violation, permit suspension, permit revocation, consent order, administrative enforcement action, criminal investigation, or similar regulatory action relating to Contractor's operations that could materially affect Contractor's ability to perform under this Agreement. Customer may terminate this Agreement immediately upon written notice if any such action materially impairs Contractor's ability to perform services.
- 5. Assurances.** Customer agrees to defend, indemnify and hold Ogden TS harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and all costs of defense relative thereto, including legal fees, caused by or resulting from breach of this agreement by the Customer, specifically including any breach of Customer's obligation to tender only Acceptable Waste to Ogden TS for transport or disposal. Ogden TS agrees to defend, indemnify and hold Customer harmless from and against all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and costs of defense relative thereto, including legal fees, caused by or resulting from any breach of this agreement or negligent or wrongful act or omission by Ogden TS. Ogden TS shall indemnify, defend, and hold harmless Customer from and against any and all environmental claims, liabilities, penalties, damages, response costs, remediation expenses, natural resource damages, governmental enforcement actions, and third-party claims arising out of or relating to Ogden TS's transportation, handling, storage, transfer, processing, disposal, release, or threatened release of waste after acceptance of such waste at the Transfer Station, except to the extent caused solely by Customer's delivery of waste that does not constitute Acceptable Waste under this Agreement. This indemnity includes claims brought by regulatory agencies, adjacent property owners, employees of Contractor; and any third party. Contractor shall assume the defense of any claim upon written notice from Customer and shall not settle any claim affecting Customer without prior written consent. These indemnification

obligations shall not be limited by insurance coverage or any limitation of liability provisions. Notwithstanding any other provision herein, obligations created by this provision shall survive the Agreement

6. Insurance.

a. The amount of insurance shall not be less than:

i) **Commercial General Liability:** Minimum of **\$3,000,000 general aggregate** with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

ii) **Business Automobile Liability:** **\$1,000,000 combined single limit per occurrence** for bodily injury and property damage for owned, non-owned and hired autos.

iii) **Workers' Compensation and Employer's Liability:** Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of **\$1,000,000 per accident.**

iv) **Additional Insured Requirement.** Customer shall be included as an additional insured on all Commercial General Liability and Automobile Liability policies.

v) **Primary Coverage.** Contractor's insurance coverage shall be primary and non-contributory with respect to any insurance maintained by Customer.

b. Insurance is to be placed with insurers acceptable to and approved by Customer. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Customer. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

c. Customer shall be furnished with original certificates of insurance (COI) and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be received by Customer before work begins on the premises. City to be named certificate holder for the duration of the agreement.**

d. Any deductibles or self-insured retentions must be declared to and approved by Customer. At the option of Customer, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to Customer, their elected and appointed officials, employees, agents, and volunteers; or Contractor shall provide a financial guarantee satisfactory to Customer guaranteeing payment of losses and related investigations, claim administration and defense expenses.

e. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of

Contractor or its agents, employees, invitees, or contractors upon the Premises during the License Period.

f. Under the “**Certificate Holder**” section, list the following information:

SOUTH OGDEN CITY
3950 S ADAMS AVE
SOUTH OGDEN, UT 84403

7. **Extraordinary Adjustment** If disruptions in the supply chain for critical materials and equipment, labor shortages, or acts of God occur, these shall be discussed and adjustments made as needed. Contractor shall submit a written request supported by detailed documentation demonstrating extraordinary cost increases. Any adjustment shall be subject to Customer’s sole review and approval and shall not become effective unless approved in writing by Customer. Approval for such adjustment shall not be unreasonably denied by Customer.
 - a. **Force Majeure.** Neither Party shall be deemed in default to the extent performance is delayed or prevented by acts of God, natural disasters, earthquakes, fires, floods, war, terrorism, utility failures, landfill closures, or other causes beyond the reasonable control of the affected Party. The affected Party shall provide prompt written notice and shall use commercially reasonable efforts to mitigate the effects of the force majeure event.
8. **Ogden TS Inspection of Waste.** Ogden TS shall be entitled to inspect and analyze each shipment of material tendered by Customer for transportation or disposal. Ogden TS’s right to verify tests under this paragraph is entirely discretionary and imposes no duty on Ogden TS, Customer bears sole responsibility under this Agreement for tendering only Acceptable Wastes. If Ogden TS tests Customer’s waste, and determines that the waste is not Unacceptable Waste, Customer shall pay Ogden TS’s commercially reasonable cost incurred in testing the wastes. If Ogden TS determines that the waste is not Acceptable Waste, it may reject the waste by providing written notice, to the Customer. Removal (if necessary) and disposal of wastes rejected according to these standards shall be the responsibility of the Customer. If Ogden TS rejects waste as unacceptable, Ogden TS reserves the right to transport the waste to an alternate disposal site or to return it to Customer’s site, and to collect from Customer any commercially reasonable expenses or damages incurred thereby, including but not limited to transport, storage or disposal costs.
9. **Specific Performance as Primary Remedy (City-Favorable).** The Parties expressly acknowledge that strict compliance with the terms of this Agreement is essential to protect the public health, safety, and operational needs of the Customer. Contractor agrees that any breach or threatened breach of this Agreement will cause irreparable harm to the Customer for which monetary damages would be inadequate. Accordingly, the Customer shall be entitled, as a primary and preferred remedy, to specific performance, injunctive relief, and all other equitable remedies to enforce this Agreement, without the necessity of proving actual damages, posting bond, or establishing the inadequacy of monetary damages, to the fullest extent permitted by law. Contractor expressly waives any defense that such remedies are inappropriate or unavailable.
10. **Cumulative and Non-Exclusive Remedies.** All rights and remedies available to the Customer under this Agreement, at law, or in equity are cumulative, concurrent, and non-exclusive. The exercise of any one remedy shall not limit or preclude the exercise of any other remedy. Without limitation, the Customer may pursue specific performance in addition to, or in lieu of, damages, termination, or any other available remedy.

- 11. No Waiver; Strict Enforcement.** No failure, delay, or course of dealing by the Customer in enforcing any provision of this Agreement shall be construed as a waiver of any rights. The Customer may enforce this Agreement strictly and in full at any time, notwithstanding any prior forbearance or failure to enforce. Any waiver must be in a written document signed by the Customer and shall be narrowly construed and limited solely to the specific instance expressly stated.
- 12. No Waiver of Future Enforcement or Remedies.** Any waiver by the Customer or Contractor of any breach or default shall not constitute or be deemed a waiver of any subsequent breach or default, whether similar or dissimilar. The Customer or Contractor's election not to pursue specific performance or any other remedy at any time shall not impair or limit its right to do so thereafter.
- 13. Contractor Acknowledgment and Estoppel.** Contractor acknowledges and agrees that it has carefully reviewed this Agreement and understands that the Customer is relying on Contractor's strict performance. Contractor shall be estopped from asserting that any provision of this Agreement is unenforceable or that enforcement by specific performance or equitable relief is unreasonable, inequitable, or contrary to public policy.
- 14. Unenforceability.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.
- 15. Cost or Attorney Fees.** If either Party finds it necessary to retain an attorney to interpret or enforce this Agreement as a result of any default or breach of this Agreement, the prevailing party shall be entitled to recover, in addition to all other relief, all attorney fees, costs and expenses incurred by the prevailing party in connection with such default or breach. Nothing contained in this Agreement shall be construed as a waiver of any governmental immunity, limitation of liability, defense, or protection available to Customer under Utah law, including the Utah Governmental Immunity Act.
- 16. Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Utah, and jurisdiction shall be the Second District Court in Weber County, Utah, or the Utah District of Federal Court.
- 17. Entire Agreement.** This Agreement and any related signed Profiles or required forms constitutes the entire agreement between Customer and Contractor relating to the transport or disposal of Acceptable Waste and supersedes any and all prior agreements, whether written or oral, that may exist between Customer and Contractor.
- 18. Independent Contractor.** Contractor is independent of Customer and shall perform all services according to its own methods without being subject to the control of Customer except as to the results obtained. Customer shall not carry Worker's Compensation insurance or any health or accident insurance to cover Contractor. Customer shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer employee relationship. Contractor, as an independent contractor, shall provide and be responsible for any and all of Contractor, and its employees or agents, Worker's Compensation contributions, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

19. Most Favored Government Pricing. Contractor represents and warrants that the rates, fees, charges, and pricing terms offered to Customer under this Agreement as of the Effective Date are equal to or more favorable than those offered to any municipal, county, local government, special district, or public agency customer receiving similar services within Weber, Davis, or Box Elder County pursuant to a new agreement entered into on or after July 2, 2026. Thereafter, if Contractor offers more favorable pricing, discounts, rebates, incentives, fuel recovery terms, or other economic benefits to a similarly situated public entity under a new agreement entered into on or after July 2, 2026, during the term of this Agreement, Contractor shall promptly notify Customer, and such improved pricing or terms shall automatically be made available to Customer. Upon written request by Customer, Contractor shall certify compliance with this section. Failure to comply shall constitute a material breach of this Agreement.

20. Competitive Pricing and Marketing Review. Contractor acknowledges that Customer is a public entity and that preservation of competitive pricing is a material term of this Agreement. Upon Customer's request, Contractor shall cooperate in providing information reasonably necessary for Customer to evaluate whether pricing remains competitive within the regional solid waste disposal market. The parties acknowledge that competitive pricing may vary based on market conditions and service requirements, and that the availability of lower pricing from any other source shall not, by itself, constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

SOUTH OGDEN CITY

Ogden Transfer Station, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

FRF

Fuel Min	Fuel Max	FRF/Ton
\$ 4.00	\$ 4.24	\$ 0.28
\$ 4.25	\$ 4.49	\$ 0.57
\$ 4.50	\$ 4.74	\$ 0.85
\$ 4.75	\$ 4.99	\$ 1.14
\$ 5.00	\$ 5.24	\$ 1.42
\$ 5.25	\$ 5.49	\$ 1.71
\$ 5.50	\$ 5.74	\$ 1.99
\$ 5.75	\$ 5.99	\$ 2.28
\$ 6.00	\$ 6.24	\$ 2.56
\$ 6.25	\$ 6.49	\$ 2.85
\$ 6.50	\$ 6.74	\$ 3.13
\$ 6.75	\$ 6.99	\$ 3.41
\$ 7.00	\$ 7.24	\$ 3.70
\$ 7.25	\$ 7.49	\$ 3.98
\$ 7.50	\$ 7.74	\$ 4.27
\$ 7.75	\$ 7.99	\$ 4.55
\$ 8.00	\$ 8.24	\$ 4.84
\$ 8.25	\$ 8.49	\$ 5.12
\$ 8.50	\$ 8.99	\$ 5.41

STAFF REPORT



SUBJECT: Contract with Siddons-Martin for Maintenance on Vehicles
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: August 18, 2026

RECOMMENDATION

Staff recommends approval of a maintenance and repair contract with Siddons-Martin Emergency Group for fire apparatus and other Fire Department vehicles. The contract will provide access to discounted labor rates when outside mechanical services are required and will help reduce repair costs while supporting timely return of emergency apparatus to service..

BACKGROUND

The Fire Department relies on specialized emergency vehicles that must remain mechanically reliable and available for response. Over the past year, several repairs to fire apparatus have required services beyond the current capabilities or available resources of the City Fleet Division. As a result, the Fire Department has needed to outsource this work to qualified service providers.

Siddons-Martin Emergency Group specializes in the maintenance and repair of fire apparatus. Establishing a contract with the company will allow the City to receive a discounted labor rate for work that would otherwise be outsourced at standard rates.

ANALYSIS

The purpose of this agreement is to give the Fire Department a cost-effective and dependable option for repairs that require specialized service or cannot be completed within an operationally reasonable timeframe. This approach is not intended to replace the City Fleet Division. Fleet will continue to be used for maintenance and repairs that can be appropriately completed through existing City resources. Fire apparatus availability directly affects emergency response capability. Extended downtime reduces operational flexibility and places additional demand on reserve apparatus. When specialized repairs are required, the Department must be able to have the work completed correctly and return the apparatus to service promptly. Contracting with Siddons-Martin provides a practical option for these situations while reducing labor costs associated with outsourced repairs. The agreement supports fiscal responsibility and the Fire Department's responsibility to maintain safe, reliable apparatus for personnel and the community..

SIGNIFICANT IMPACTS

Approval of the contract is expected to reduce labor costs for mechanical repairs that must be outsourced by allowing the City to receive contracted labor rates. Actual expenditures will depend on the type and extent of repairs required. The agreement will also help minimize apparatus downtime and support the Department's ability to maintain adequate emergency response capability.

ATTACHMENTS

Siddons-Martin Emergency Group Contract.

Resolution No. 26-24

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT FOR FIRE APPARATUS AND CHASSIS MAINTENANCE AND REPAIR SERVICES WITH SIDDONS-MARTIN EMERGENCY GROUP, LLC.

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds it necessary to maintain emergency service vehicles within the city; and,

WHEREAS, the City Council finds that Siddons Martin Emergency Group, LLC has been providing ongoing professional repair and maintenance services for the City during the past year; and,

WHEREAS, the City Council finds Siddons Martin Emergency Group, LLC has the capability and capacity to provide certain maintenance and repair services; and,

WHEREAS, the City Council desires to exclusively retain Siddons Martin Emergency Group, LLC to provide the said services, and Siddons Martin Emergency Group is willing to perform such services under the terms and conditions hereinafter set forth; and

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION 2 - CONTRACT AUTHORIZED

That The " Siddons Martin Emergency Group, LLC Services Agreement" For Fire Apparatus and Chassis Maintenance and Repair, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

That the foregoing recitals are incorporated herein.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 5 - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 19th day of August, 2026, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH**, on this 18th day of August, 2026.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 26-24

Resolution Of South Ogden City Approving an Agreement For Fire Apparatus And Chassis Maintenance And Repair Services With Siddons-Martin Emergency Group, LLC

18 Aug 26

SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”), dated _____ (the “**Effective Date**”), is by and between Siddons Martin Emergency Group, LLC a Texas Limited Liability Company, with its principal offices located at 1362 East Richey Road, Houston, Texas 77073 (“**Service Provider**”) and South Ogden Fire Department (“**Customer**” and together with Service Provider, the “**Parties**”, and each a “**Party**”).

WHEREAS, Service Provider has the capability and capacity to provide certain maintenance and repair services; and

WHEREAS, Customer desires to exclusively retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide to Customer the maintenance and repair services (the “**Services**”) set out in **Exhibit A**, attached hereto and incorporated herein. Customer will exclusively use Service Provider for these services for the Term of this Agreement.

2. Customer Obligations. Customer shall:

2.1. Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Customer Contract Manager**”), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

2.2. Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information or approvals required by Service Provider to provide the Services and cooperate with Service Provider in its performance of Services.

3. Fees and Expenses.

3.1. Customer agrees that the Services performed pursuant to this Agreement will be invoiced at the rates set forth in **Exhibit A**. The rates set forth in **Exhibit A** shall remain in effect for the Term of this Agreement. Unless otherwise provided in the applicable invoice, said fees will be payable within net 30 days of receipt by the Customer of an invoice from Service Provider.

3.2. Unless Customer has provided Service Provider with a tax-exempt certification, Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider’s income, revenues, gross receipts, personnel or real or personal property or other assets.

3.3. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.

4. Limited Warranty and Limitation of Liability.

4.1. Service Provider warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in this Agreement.
- (b) Using personnel of required skill, experience and qualifications.
- (c) In a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.

4.2. Service Provider will provide Customer with a warranty for all Services for a period of ninety (90) days from the date of sale or services rendered. If a particular manufacturer offers a warranty beyond 90 days, Service Provider will pass on the same warranty to Customer.

4.3. SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN Sections 4.1 and 4.2 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. Term, Termination and Survival.

5.1. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services for a period of one (1) year (the “**Term**”), unless sooner terminated pursuant to Section 5.2 or Section 5.3. The Agreement will automatically renew for successive renewal terms of one (1) year (each a “**Renewal Term**”); however, in no event will the Agreement automatically renew beyond two (2) Renewal Terms unless agreed by both Parties in writing. For each Renewal Term, Service Provider may increase the rates set forth in **Exhibit A** by the greater of (i) five percent (5%); or (ii) the percentage increase determined by the Consumer Price Index published by the Bureau of Labor Statistics of the US Federal Government for the most recent twelve (12) month period. If the Term is renewed for any Renewal Term(s) pursuant to this section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in rates agreed to by both Parties.

5.2. Either party may terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party:

- (a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian or similar agent appointed by order of any court of competent

jurisdiction to take charge of or sell any material portion of its property or business.

(g) Gives thirty 30 days notice of termination of this agreement.

5.3. Notwithstanding anything to the contrary in Section 5.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment.

6. Limitation of Liability. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY SERVICE PROVIDER'S GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OR THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF THE SERVICE PROVIDER IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

7. Entire Agreement. This Agreement, including exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

8. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8.

Notice to Customer:

3950 Adams Avenue
South Ogden, Utah 84403

Attention: _____

Notice to Service Provider:

1362 E Richey Road
Houston, Texas 77073

Attention: Legal Department

9. Audit Rights. Service Provider will maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon Customer's written request, Service Provider shall allow Customer or Customer's representative to inspect and make copies of such records in connection with the provision of the Services; provided that Customer provides Service Provider with at least five (5) business days advance written notice of the planned inspection, and any such inspection shall take place during regular business hours.

10. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal or unenforceable, the remainder of this Agreement shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

12. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 13 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. Choice of Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Utah, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Utah.

17. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 8, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SOUTH OGDEN FIRE DEPARTMENT

By _____

Name: _____

Title: _____

Date: _____

**SIDDONS MARTIN EMERGENCY GROUP,
LLC**

By _____

Name: _____

Title: _____

Date: _____

Exhibit A

Fire Apparatus/Chassis Maintenance Service Pricing

500 Hour / 6 Month Chassis Preventative Maintenance

Price: \$1395

(Recommended every 500 hours) Includes changing engine oil, oil filter(s), fuel filter(s), complete chassis lubrication. 132-point visual inspection with written report and estimates for needed repairs.

500 Hour / 6 Month Chassis Preventative Maintenance:

Price: \$3295

(Recommended every 500 hours or Annually) Includes changing engine oil, oil filter(s), fuel filter(s), air filter, crank case (element only), def filter, air dryer service (element only), transmission fluid and filters, coolant solution test and filter change, pump oil and filter, differential fluid, complete chassis lubrication. 132-point visual inspection with written report and estimates for needed repairs.

Aerial Device Maintenance w/25 Hour Primary

Price: \$3295

Includes OEM primary and 25-hour inspection, cleaning and lubricating all ladder points, minor cable adjustment, if necessary, top off hydraulic fluids and perform drift test on all cylinders. Operate and inspect all ladder appliances. Replacement of hydraulic filters, if necessary, will be an additional cost and estimate provided to customer prior to completion.

Aerial Main. w/50 Hour per OEM

Price: \$4395

Aerial Main. w/50 & 400 Hour per OEM

Price: \$5399

Wheels off Brake Inspection

Price: \$425

Wheels off Brake Inspection – Tandem

Price: \$650

(Recommend Annually) Remove wheels/tires for complete brake system evaluations. Fee will be credited should additional brake repairs be approved while disassembled.

A/C System Service & Maintenance

Price: \$1050

(Recommend Annually) Evacuate system and weigh refrigerant level. Replace OEM drier(s), clean compressor screen, clean evaporator screens, vacuum test system, recharge with refrigerant and perform system leak test. Written report provided for any additional repairs and estimates provided upon request.

Power Steering Filter Replacement and Flush

Price: \$850

Drain and flush all fluids and any system contaminants. Check/Inspect all system components for leaks, bleed system, remove and replace filter and fluid.

TAK4 Inspection & Adjustment

Price: \$825

(Recommend Annually) Includes inspection on all TAK-4 components including torque verification and complete system lubrication proper ride height and adjustments required.

T3 Rear Axle (All Steer) Maintenance

Price: \$2195

Includes inspection and checks on rear TAK-3 component inspections, including torque verification and complete system lubrication.

Annual Pump Testing

(Recommend Annually) Perform annual certification pump testing with written report.

(up to 1500 GPM)

Price: \$495

(1501 – 3000 GPM)

Price: \$525

Husky/CAFS Service**Price: \$1500**

(Recommend Annually) Includes removal and replacement of all filters, drain and refill fluids. Operate and inspect all system operation upon service completion.

Husky Foam System**Price: \$625**

(Recommend Annually) Includes removal and replacement of all fluids and filter, remove and clean in-line foam strainer(s). Operate and inspect all system operation upon service completion.

Hydraulic Generator Maintenance**Price: \$860**

(Recommend Annually) Remove and replace filters and fluids, check all system operations, perform system adjustments if necessary (Mounted generators may require additional parts & labor charges)

Wildland and Brush Truck/Chassis Maintenance Service Pricing

Light-Duty (Type 5,6,7) Chassis Preventative Maintenance**Price: \$1329**

Recommended every (Gas - 5,000 miles, Diesel - 7,500 miles) /250 hours, 6-months, or when maintenance indicator shows due. (whichever occurs first). Includes changing engine oil, oil filter, fuel filter/s, air filter, cabin air filter/s, chassis lubrication, and multi-point inspection and operations test of chassis and rear pump unit.

Medium-duty (Type 3,4) Chassis Preventative Maintenance**Price: \$3295**

Recommended every 500hr / 6 months - Includes changing engine oil, oil filter(s), fuel filter(s), air filter, crank case (element only), def filter, air dryer service (element only), transmission fluid and filters, coolant filter as needed, pump oil and filter (in-frame only), differential fluid inspection, complete chassis lubrication, multi-point visual inspection, operations test of chassis and rear pump unit, with written report and estimates for needed repairs.

Auxiliary Pump Preventative Maintenance**Price: \$769**

Recommended Every 150 hours or yearly. Includes replacing engine oil, oil filter, fuel filter/s, air filter, pump oil and spark plugs (if applicable). Clean spark arrestor. Check and top off coolant fluid level, visual inspection, operations test with written report and estimate of any needed repairs.

Wheels off Brake Inspection (Medium Duty only)**Price: \$539**

Remove wheels/tires for complete brake system evaluations. Fee will be credited should additional brake repairs be approved while disassembled.

Annual Pump Test (for 250 GPM @ 150 PSI or higher)**Price: \$425**

Perform annual certification pump testing with written report.

Ambulance Preventative Maintenance Pricing

7,500 mile/ 250 hour/ Oil Change Only**Price: \$249**

(Gas - 5,000 / Diesel - 7,500 miles) Change engine oil and filter with chassis lubrication. Basic courtesy inspection performed on chassis.

7,500 mile/ 250 hour/ 6-month Preventative Maintenance (Minor PM)**Price: \$925**

Gas - 5,000 / Diesel - 7,500 miles) Change engine oil and filter, air filter, and chassis lubrication. Perform 64-point inspection of vehicle, patient compartment, and a/c system. A written report with an estimate will be provided for additional repairs.

Note - Any other maintenance services that may be specific to chassis and/or ambulance manufacturers, including but not limited to: Crankcase breather, DEF filter, transmission, air brakes, generator, MEPS, liquid springs, ale systems (see a/c systems maintenance), etc., are not included. Estimates will be provided upon request.

15,000 mile/ 500 hour/ Annual Preventative Maintenance (Major PM)**Price: \$1500**

(Gas -10,000 / Diesel- 15,000 miles) Change engine oil and filter, air, cabin and fuel filter/s, chassis lubrication and road test. Perform 142-point inspection of vehicle, patient compartment and full a/c systems test. A written report with an estimate will be provided for additional repairs.

Note - Any other maintenance services that may be specific to chassis and/or ambulance manufacturers, including but not limited to: Crankcase breather, DEF filter, transmission, air brakes, generator, MEPS, liquid springs, ale systems (see a/c systems maintenance, etc., are not included. Estimates will be provided upon request.

Rear Generator 150hr / Annual Maintenance**Price: \$400**

(Recommend Every 150 hours/ Yearly) Change engine oil/ filter, air filter, and clean spark arrestor. Perform visual inspection, and operations test. A written report with an estimate will be provided for additional repairs.

Rear Generator 500hr / Annual Maintenance**Price: \$795**

(Recommend Every 500 hours I Yearly) Change engine oil/ filter and air filter, fuel filter, spark plugs, clean engine cooling fins, perform valve lash adjustment, and clean spark arrestor. Perform visual inspection, and operations test. A written report with an estimate will be provided for additional repairs.

Wheels off Brake Inspection**Price: \$495**

(Recommend Annually) Remove wheels/tires for complete brake system evaluations. Fee will be credited if brake repairs are performed while disassembled.

A/C System Maintenance: NON-FRAZER (All systems up to 3 total)**Price: \$995**

(Recommend Annually) Includes: Cab and Patient compartment 12volt and 110v shoreline systems. Perform NFPA testing for heating and cooling operations, check condenser fans, measure and record vent temperatures and pressures. Evacuate refrigerant from all systems and weigh refrigerant for proper charge levels. Perform leak test. (Refrigerant level must not be below 10% of capacity). Clean all accessible evaporator filter/s, screen/s, and condensers. Check drain lines for proper drainage. Replace all service port valves, recharge systems to proper capacity with refrigerant and oil. Perform final operations tests. A written report and estimate will be provided for any other needed services and/or repairs upon request.

A/C System Maintenance: FRAZER TYPE (sealed rear and cab system)**Price: \$550**

(Recommend Annually) Includes Cab and Patient compartment system. Perform NFPA testing for heating and cooling operations, check condenser fans, measure and record vent temperatures and pressures. Evacuate refrigerant on cab system and weigh refrigerant for proper charge. Perform leak test. (Refrigerant level must not be below 10% of capacity). Clean all accessible evaporator filter/s, screen/s, and condensers. Check drain lines for proper drainage. Replace all service port valves,

recharge systems to proper capacity with refrigerant and oil. Perform final operations test. A written report and estimate will be provided for any other needed services and/or repairs upon request.

All pricing above reflects in shop pricing only

Lodging will be billed for overnight stays based on average area rates

Prices above include parts and labor but exclude shop supplies and/or disposal fees

LABOR RATE

Labor is calculated on an hourly rate per job and broken down by individual labor operations. Labor rates are the same regardless of make, model or manufacturer of apparatus. Normal business hours are 7:30 a.m. to 4:30 p.m.

In-Shop Labor Rate:	<u>\$198.50</u>
Field Service Labor Rate:	<u>\$204.50</u>
After Hours Labor Rate:	<u>\$204.50</u>

TRAVEL RATE

All work for above pricing is to be performed at a Siddons-Martin service center. Travel to and from customer location per customer request will be charged at \$95.00 per hour.

PARTS

Parts will be charged to Customer at 10% off the standard Service Provider retail price. This cost factor remains the same regardless of origin of the part. Shipping, freight and or any expediting fees will be billed as an additional charge and indicated on invoices as such.

Service Provider strives to use our volume purchasing to reduce costs of commonly acquired parts, supplies and miscellaneous items used in the repair of apparatus. Any discounts received are used to determine the cost to be charged to the Customer.

LOCATION(S) THAT SERVICES AND REPAIRS WILL BE PERFORMED.

Any repairs able to be completed at the customer's location will be done so upon customer request. Any repair or service that requires more space, time, or specialized equipment will be performed at the **Salt Lake** Service Center. Additionally, we employ multiple field service technicians in the area that are available to respond to road service calls.

Note: Any heavy engine, transmission, driveline and body work must be performed in a shop.

SCHEDULING/RESPONSE TIME

Siddons-Martin will work with the customer to schedule each apparatus for 500-hour/6-Month and annual maintenance, including needed pump testing and ladder certification, and other repairs as required. The dates and times of such service will be agreed to by Siddons-Martin and Customer per apparatus.

If an apparatus is out of service and in need of repair, the Customer will contact the assigned account contact or the service manager for the **Salt Lake** Service Center and a coordination of providing diagnosis, evaluation and repairs will be scheduled as soon as possible. If after normal business hours, please contact the emergency phone number.

For emergency repairs under normal operating circumstances, Siddons-Martin shall use commercially reasonable efforts, upon notice from the customer, to dispatch a field technician as soon as practicable to evaluate and diagnose the reported issue.

Siddons-Martin will provide an estimate for repair costs within 24 hours of diagnostic and evaluation submittal.

STAFF REPORT



SUBJECT: Contract with Siddons-Martin for Purchase of a Fire Engine
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: August 18, 2026

RECOMMENDATION

Staff recommends that the City Council authorize the purchase of a replacement fire engine from Siddons-Martin Emergency Group for Station 82 and authorize execution of the purchase contract no later than September 1, 2026, in order to secure the current pricing and establish the City's position in the production schedule.

BACKGROUND

City Council has previously discussed the need to replace the fire engine at Station 82. The purchase of a new fire engine was identified during the Truth in Taxation process as one of the reasons for the increase in the City's property tax rate. Council is therefore familiar with the need for the apparatus, the anticipated purchase, and the overall replacement process.

Current fire apparatus lead times are significantly extended. Siddons-Martin has advised that the anticipated build time for the new engine is approximately four and one-half years from the time the order is placed.

ANALYSIS

Due to the approximately four and one-half year build schedule, the City needs to move forward now and secure a place in the manufacturer's production queue. Waiting to enter into the contract would delay the replacement of the engine assigned to Station 82 and could also expose the City to future pricing increases.

The current pricing is available if the City is under contract by September 1, 2026. Executing the agreement before that date allows the City to preserve the current purchase price while beginning the lengthy manufacturing process. This purchase is consistent with the apparatus replacement need previously presented to Council during the retreat process.

SIGNIFICANT IMPACTS

The financial impact is the purchase price identified in the Siddons-Martin contract. Funding for the replacement engine was contemplated as part of the Truth in Taxation process and the associated tax rate increase. Entering into the contract by September 1, 2026, will secure the current pricing and place the City in the production schedule for the replacement apparatus.

ATTACHMENTS

Siddons-Martin Emergency Group Fire Engine Purchase Contract.

Resolution No. 26-25

A RESOLUTION OF THE CITY COUNCIL OF SOUTH OGDEN CITY, UTAH, AUTHORIZING A COMMITMENT TO PURCHASE A FIRE ENGINE FROM SIDDONS-MARTIN EMERGENCY GROUP, LLC.

WHEREAS, the City of South Ogden (hereinafter "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, the City Council finds that in conformance with the provisions of UCA § 10- 3-717, the City Council as the governing body of the City may exercise all administrative powers by resolution; and,

WHEREAS, the City Council has determined that a true and very real need exists for the acquisition of a new fire engine as contemplated herein; and,

WHEREAS, the City Council finds that because of manufacturing lead times the fire engine must be ordered in this fiscal year but will be delivered in another fiscal year; and,

WHEREAS, the City Council hereby finds and determines that the execution of an agreement for the purpose of ordering and purchasing such equipment is appropriate and necessary to the function and operations of the City, and most importantly for the safety of the public;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH OGDEN UTAH THAT:

SECTION 2 - CONTRACT AUTHORIZED

That The "Proposal For: 2026 South Ogden Engine" from Siddons-Martin Emergency Group, Attached Hereto As Attachment "A" And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

SECTION 3 - REPEALER OF CONFLICTING ENACTMENTS;

All orders, and resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this

repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION 4 - PRIOR ORDINANCES AND RESOLUTIONS;

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION 5 - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of South Ogden City.

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 18th day of August 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
State of Utah, on this 18th day of August 2026.

SOUTH OGDEN CITY

Russell L. Porter, Mayor

ATTEST:

Leesa Kapetanov, MMC
City Recorder

ATTACHMENT "A"

Resolution No. 26-25

A Resolution of The City Council of South Ogden City, Utah, Authorizing a
Commitment to Purchase a Fire Engine From Siddons-Martin Emergency
Group, LLC.

18 August 26

Siddons-Martin Emergency Group, LLC
7285 S. 700 West
Midvale, UT, 84047
Business Number 221B

May 11, 2026

Cameron West, Chief
SOUTH OGDEN FIRE DEPARTMENT
3950 S ADAMS AVE
SOUTH OGDEN, UT, 84403



Proposal For: 2026 South Ogden Engine

Siddons-Martin Emergency Group, LLC, is pleased to provide the following proposal to SOUTH OGDEN FIRE DEPARTMENT. Unit(s) will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB and training on the operation and use of the apparatus.

Description	Amount
Qty. 1 - 1206 - 2026, South Ogden, Engine	
Unit Price - \$1,275,892.00	
Delivery within 49-50 months of ordered date	
Quote - 0011353 - 2	
Vehicle Price	\$1,275,892.00
Full Prepay Discount	(\$151,480.03)
1206 – Unit Total	\$1,124,411.97
Subtotal	\$1,124,411.97
Sourcewell #082025-PMI (FIRE)	\$0.00
Total	\$1,124,411.97

Price guaranteed until 09/01/2026.

Prepayment Discount: To receive the prepayment discount(s), if quoted, above, the Customer must pay the applicable prepayment invoice in full within forty-five (45) days of the invoice date, unless otherwise agreed in writing by Siddons-Martin Emergency Group.

Taxes: Tax is not included in this proposal. If the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Payment Terms: Unless otherwise specifically noted and agreed upon in writing by Siddons-Martin Emergency Group, all invoices are net due upon delivery and acceptance of the apparatus. Any alternate payment terms must be expressly approved in advance and documented in a signed agreement or purchase order executed by both parties. Payments not received when due shall be subject to the late fee provisions stated below, accruing from the date payment was due until paid in full. Siddons-Martin Emergency Group reserves the right to delay delivery, withhold release of title or documentation, or impose additional charges if agreed payment terms are not met. Title and ownership of the apparatus shall not transfer to the Customer until full payment has been received by Siddons-Martin Emergency Group.

If the apparatus and any associated loose equipment, poly components, or upfitting items are purchased under a single purchase order, Siddons-Martin Emergency Group will invoice for the total purchase price upon Customer's acceptance of the apparatus, excluding any ancillary, incidental, or non-essential outstanding items. For purposes of this Agreement, "outstanding items" may include, without limitation, loose equipment, accessories, minor apparatus upfitting, punch-list items, or post-delivery buildout components that do not materially impair the Apparatus's intended operational use.

If Customer requests delivery of loose equipment, poly components, or upfitting items prior to delivery of the apparatus, Siddons-Martin Emergency Group may condition such early delivery on advance payment of the total purchase price or written confirmation that such payment has been authorized by Customer.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due. After 30 days, the late fee increases to .044% per day until the payment is received.

Cancellation: In the event this proposal is accepted then cancelled or terminated by the Customer before completion of the order (meaning before final acceptance, delivery, and payment in full for the apparatus), Siddons-Martin Emergency Group may assess a cancellation fee as liquidated damages to recover costs incurred. All cancellations must be submitted in writing and signed by an authorized representative of the Customer. The following schedule will be applied based on the stage of completion at the time of cancellation:

- (A) 10% of the Purchase Price after the order is accepted and entered by the manufacturer;
- (B) 20% of the Purchase Price after completion of preliminary engineering drawings prepared for Customer review ("Approval Drawings"), whether or not the Customer has yet approved such drawings;

(C) 30% of the Purchase Price upon any material requisition or the start of production.

(D) If cancellation occurs after the apparatus has entered the production process, the Customer will be responsible for the difference between the Purchase Price and any resale price obtained by Siddons-Martin Emergency Group, plus any costs incurred by Siddons-Martin Emergency Group to conduct such resale. Siddons-Martin Emergency Group will make reasonable efforts to mitigate such costs through resale to another purchaser.

For purposes of this section, "Purchase Price" means the total sale price of the apparatus, exclusive of taxes and any approved change order items not yet invoiced. The cancellation fee will increase accordingly as costs are incurred through engineering, materials procurement, or manufacturing. Invoices for cancellation fees are due within thirty (30) days of issuance. Any unpaid balance thereafter will accrue interest or late fees at the same rates and in the same manner as provided under the Late Fee section of this proposal.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons-Martin Emergency Group and Pierce Manufacturing will provide documentation of such an increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. Delivery updates will be made available, and a final delivery date will be provided as soon as possible.

Force Majeure: Siddons-Martin Emergency Group shall not be liable for any failure or delay in the performance of its obligations if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, natural disasters, armed conflicts, acts of terrorism, labor disruptions, supply chain disruptions, governmental mandates, or any other events that are unforeseeable and unavoidable by Siddons-Martin Emergency Group. Should Siddons-Martin Emergency Group encounter such force majeure event, it shall promptly notify Customer in writing and shall use all reasonable efforts to mitigate the effects of the force majeure event and resume the performance of its obligations as soon as practicable.

Purchase price may be subject to new or increased tariffs, duties, taxes, or other governmental charges levied against, or made applicable to, the vehicle or any component thereof after the date of this proposal. Should such fees be enacted prior to order completion, Siddons-Martin Emergency Group reserves the right to revise the final cost to reflect the additional fees and will provide notice of any such adjustment.

Acceptance: To ensure the above stated terms and conditions are understood and adhered to,

Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the State of Louisiana. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

I, _____, the authorized representative of SOUTH OGDEN FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Customer Authorized Representative

Sales Representative

Signature and Date

Joshua Evertsen 5/11/26
Signature and Date

STAFF REPORT



SUBJECT: Street Striping 2026
AUTHOR: Jon Andersen
DEPARTMENT: Public Works
DATE: 8-18-26

RECOMMENDATION

The City is recommending that the bid be awarded to RoadSafe Traffic Systems.

BACKGROUND

The Public Works Department is responsible for maintaining pavement markings throughout the City's roadway network to promote traffic safety and comply with applicable roadway standards. As part of the City's ongoing street maintenance program, the City proposes entering into a service agreement for the striping and painting of various roads throughout South Ogden. The work will include the application of pavement markings such as lane lines, centerlines, crosswalks, stopbars, symbols, and other roadway markings as identified by the Public Works Department. The City bids out the striping of its streets annually because the City does not have the equipment to accomplish this. This is an annual contract that has the option for South Ogden City to renew it up to three times on a yearly basis. Staff contacted four qualified bidders for the striping to get it accomplished this year. South Ogden does utilize lowest bidder. The lowest bidder was RoadSafe Traffic Systems.

ANALYSIS

During this process each Contractor/Company must bid per gallon with reflective beads with a 500 gallon limit. They must be able to paint a 4" and 8" stripes in yellow and white and follow South Ogden City specs. Two alternate bids were requested for the two specific areas due to the amount of traffic and the need for more traffic control. The bids were all totaled with the following Contractors/Companies costs:

RoadSafe Traffic Systems	\$30,996.00
Interstate Companies	\$46,700.00
Peck Striping, Inc.	\$88,285.00
Straight Stripe	Not Interested

SIGNIFICANT IMPACTS

Roadways \$37.50 per gallon and the total for the project is \$30,966. In the past few years the price from the bidding process has ranged from \$33.10 to \$34.50. In this year's contract we are adding the option to have the contract renewed on an annual basis for up to three years.

ATTACHMENTS

Bid information & Contract

South Ogden City

2026 Street Striping and Pavement Marking Bid Sheet

South Ogden City is seeking bids for a contractor to furnish all equipment, labor, materials, and appurtenances for pavement marking, including striping and messages at various locations throughout the city.

To receive consideration, all bids must be returned to South Ogden City Public Works Shop located at 5590 South 600 East in an envelope marked "2022 Street Striping Bid" or emailed to jsully@southogdencity.gov on or before 5:00 pm July 31, 2026. For any questions about this bid please call Josh Sully at (801)622-2905. All Bids must meet or exceed bid specifications. South Ogden City reserves the right to accept or reject any and all bids. All prices should be quoted F.O.B. South Ogden, Utah.

Bid Specifications

Job to be completed before November 1, 2026. Contract may be extended annually up to 3 years.

Pricing to include yellow and white 4" and 8" wide striping.

Pricing to include mobilization and traffic control.

Striping price to be bid per gallon for waterborne pavement marking paint and reflective glass beads.

Paint and glass beads to be installed per manufacturer's requirements and recommended best practices.

Bid Items

1. Street Striping- 4" and 8" Yellow and White 500 gallons at \$ 37.50 per gallon
2. All traffic striping and messages on 40th Street, including stop bars, crosswalks and messages at all side street intersections from Riverdale Road East to city boundary, (approximately 900 East)

Bid Item 2, \$ 6,560.00

3. All traffic striping and messages at Ridgeline Drive from U.S. Highway 89 to Skyline Drive

Bid Item 3, \$ 2,130.00

4. All traffic striping and messages on Skyline Drive from Ridgeline Drive to Wasatch Drive.

Bid Item 4, \$ 3,526.00

Company name: RoadSafe Traffic Sytems

Contact Person: Andrew Gonzales

Phone: (801) 814-2553

Email: agonzales@roadsafetraffic.com

Address: 1255 W 2550 S Ogden, UT 84401



An InfraStripe Company

858 North McCormick Way
Layton, Utah 84041
Phone Number: 801-546-0220

Estimator: Tom Shafer
801-430-2521
tom.shafer@interstatebarricades.com

To: South Ogden City
Address: 3950 S Adams Ave
South Ogden, UT 84403

Project: South Ogden 2026 Street Striping &
Pavement Marking

Attn: Josh Sully
Phone: (801) 622-2905
Email: jsully@southogdencity.gov
Date: 07/31/2026
Estimate#: 26-254

Client #	Description	Quantity	Unit	Unit Price	Item Total
Mainline Paint - By the Gallon					
1	Street Striping 4" & 8" White & Yellow	500.000	GAL	\$ 47.90	\$23,950.00
40th St; Riverdale Rd to 900 E					
2	All Traffic Striping & Msgs on 40th St	1.000	LS	\$15,570.00	\$15,570.00
Ridgeline Dr; Hwy 89 to Skyline Dr					
3	All Traffic Striping & Msgs on Ridgeline Dr	1.000	LS	\$2,840.00	\$2,840.00
Skyline Dr; Ridgeline Dr to Wasatch Dr					
4	All Traffic Striping & Msgs on Skyline Dr	1.000	LS	\$4,340.00	\$4,340.00
Grand Total:					\$46,700.00

THIS QUOTE, INCLUDING ALL THE FOOTNOTES, IS TO BE ACCEPTED AS PART OF AND INCLUDED IN THE CONTRACT.

Notes:

- All lump sum pricing includes one application of paint using a federal spec for waterborne paint and is applied at approx 100 SF/Gal
- Pavement marking paint is not considered a durable product by the manufacturer, therefore no warranty is included.
- Quoted prices are good for 30 calendar days. A LOI, signed quote, or contract will be required to lock in pricing.
- To ensure availability we request at least three weeks notice for scheduling.
- Billing will item #1 will be based on field measurements not estimated quantities.
- Prices are quoted as a complete bid. Items cannot be split out without prior approval from Interstate Companies.
- Owner must ensure roadway surface is dry, cleaned of excess debris, tracked mud, and all equipment or vehicles are removed prior to striping.
- Interstate Companies is bondable. The current bond rate is 1% and is NOT included in this pricing.
- EXCLUSIONS: Unless specifically quoted above temporary striping, grooved-in markings, removal of existing markings, documentation of existing markings, layout of new markings, signs, permits, public notification, curing compound removal, fog coat application or repair, retro reflectivity or life testing, traffic control plans, pilot car, flagging, light plants, lead compliance plan, surface prep, sweeping, disposal, testing, storage of materials, 'No Parking' signs, and towing of vehicles are not included in unit pricing and are the responsibility of the owner.

Payment Terms: Payment for all work performed is due 30 days from the completion date.

Accepted and Signed by: _____

South Ogden City

2026 Street Striping and Pavement Marking Bid Sheet

South Ogden City is seeking bids for a contractor to furnish all equipment, labor, materials, and appurtenances for pavement marking, including striping and messages at various locations throughout the city.

To receive consideration, all bids must be returned to South Ogden City Public Works Shop located at 5590 South 600 East in an envelope marked "2022 Street Striping Bid" or emailed to jsully@southogdencity.gov on or before 5:00 pm July 31, 2026. For any questions about this bid please call Josh Sully at (801)622-2905. All Bids must meet or exceed bid specifications. South Ogden City reserves the right to accept or reject any and all bids. All prices should be quoted F.O.B. South Ogden, Utah.

Bid Specifications

Job to be completed before November 1, 2026. Contract may be extended annually up to 3 years.

Pricing to include yellow and white 4" and 8" wide striping.

Pricing to include mobilization and traffic control.

Striping price to be bid per gallon for waterborne pavement marking paint and reflective glass beads.

Paint and glass beads to be installed per manufacturer's requirements and recommended best practices.

Bid Items

1. Street Striping- 4" and 8" Yellow and White 500 gallons at \$ 47.90 per gallon
2. All traffic striping and messages on 40th Street, including stop bars, crosswalks and messages at all side street intersections from Riverdale Road East to city boundary, (approximately 900 East)

Bid Item 2. \$ 15,570.00

3. All traffic striping and messages at Ridgeline Drive from U.S. Highway 89 to Skyline Drive.

Bid Item 3. \$ 2,840

4. All traffic striping and messages on Skyline Drive from Ridgeline Drive to Wasatch Drive.

Bid Item 4. \$ 4,340.00

Company name: Interstate Companies

Contact Person: Brandon Hardison

Phone: (801) 698-4999

Email: brandon.hardison@interstatebarricades.com

Address: 858 McCormick Way, Layton, UT 84041

South Ogden City

2026 Street Striping and Pavement Marking Bid Sheet

South Ogden City is seeking bids for a contractor to furnish all equipment, labor, materials, and appurtenances for pavement marking, including striping and messages at various locations throughout the city.

To receive consideration, all bids must be returned to South Ogden City Public Works Shop located at 5590 South 600 East in an envelope marked "2022 Street Striping Bid" or emailed to jsully@southogdencity.gov on or before 5:00 pm July 31, 2026. For any questions about this bid please call Josh Sully at (801)622-2905. All Bids must meet or exceed bid specifications. South Ogden City reserves the right to accept or reject any and all bids. All prices should be quoted F.O.B. South Ogden, Utah.

Bid Specifications

Job to be completed before November 1, 2026. Contract may be extended annually up to 3 years.

Pricing to include yellow and white 4" and 8" wide striping.

Pricing to include mobilization and traffic control.

Striping price to be bid per gallon for waterborne pavement marking paint and reflective glass beads.

Paint and glass beads to be installed per manufacturer's requirements and recommended best practices.

Bid Items

1. Street Striping- 4" and 8" Yellow and White 500 gallons at \$ 75.00 per gallon
2. All traffic striping and messages on 40th Street, including stop bars, crosswalks and messages at all side street intersections from Riverdale Road East to city boundary, (approximately 900 East)

Bid Item 2. \$ 17,670.00

3. All traffic striping and messages at Ridgeline Drive from U.S. Highway 89 to Skyline Drive.

Bid Item 3. \$ 3,590.00

4. All traffic striping and messages on Skyline Drive from Ridgeline Drive to Wasatch Drive.

Bid Item 4. \$ 39,475.00

Company name: Peck striping, Inc.

Contact Person: Dale Morgan

Phone: 801-965-9995

Email: dale@peckstriping.com

Address: Po Box 27170, Salt Lake City ut 84107

1775 South Redwood Rd, Salt Lake City ut 84104

Resolution No. 26-26

**RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT
WITH ROADSAFE TRAFFIC SYSTEMS FOR STREET STRIPING AND PAVEMENT
MARKING.**

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds it necessary to address certain road striping needs within the city; and,

WHEREAS, the City Council finds that the city staff recommends that the city contract with RoadSafe Traffic Systems for the installation and completion of street striping and pavement marking; and,

WHEREAS, the City Council finds that RoadSafe Traffic Systems has the professional ability to provide for these services to meet the city's needs; and,

WHEREAS, the City Council finds that City now desires to further those ends by contracting with RoadSafe Traffic Systems to provide such services; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
SOUTH OGDEN AS FOLLOWS:**

SECTION 2 - CONTRACT AUTHORIZED

That The "Contract Agreement" For Street Striping and Pavement Marking, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION 5 - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION 6 - DATE OF EFFECT

This Resolution shall be effective on the 18th day of August 2026, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH**, on this 18th day of August 2026.

SOUTH OGDEN CITY

Russell L. Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 26-26

Resolution Of South Ogden City Approving an Agreement with Roadsafe Traffic Systems for Street Striping and Pavement Marking.

18 Aug 26

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called “Agreement”) is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **ROADSAFE TRAFFIC SYSTEMS** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, collectively, are the parties to this Agreement.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The WORK is generally described as follows:

DESCRIPTION OF WORK: The WORK consists of CONTRACTOR providing the labor, materials and appurtenances for pavement marking, including striping and messages at various locations throughout South Ogden City. Paint and glass beads to be installed according to the manufacturer’s requirements and recommended best practices.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the WORK under the Contract Documents (See ARTICLE 8 – CONTRACT DOCUMENTS and the attached Exhibits to this Agreement) is generally described is as follows:

Street Striping and Pavement Marking (Various Streets)

ARTICLE 3 - CONTRACT TIMES

3.01 *Time is of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

3.02 *Dates for Completion and Final Payment:* The WORK will be completed before **November 1, 2026**.

3.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in Paragraph 3.02 for Completion until the WORK is accepted.

OWNER and CONTRACTOR may mutually agree to extend this Agreement for additional one-year terms, for a total extension period not to exceed three (3) years.

ARTICLE 4 - CONTRACT PRICE

4.01 OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Restripe existing roadways throughout the city.	500	Gallons	\$37.50	\$18,750.00
2.	All traffic striping and messages on 40 th Street, including stop bars and crosswalks and messages at all side street intersections from Riverdale Road East to the South Ogden City boundary (approximately 900 East).			Cost for Bid item 2	\$5,860.00
3.	All traffic striping and messages on Ridgeline from US 89 to Skyline Drive			Cost for Bid Item 3	\$1,972.00
4.	All traffic striping and messages on Skyline Drive from Ridgeline to Wasatch Drive			Cost for Bid Item 4	\$3,526.00
TOTAL OF ALL UNIT PRICES: <u>Thirty Thousand Nine Hundred Sixty-Six Dollars and no cents (\$30,966.00).</u>					

ARTICLE 5- PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*: CONTRACTOR shall submit Applications for Payment to OWNER no more than one time per month.

5.02 *Progress Payments; Retainage*: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the WORK as provided in Paragraphs 5.02(1)(A) and 5.02(1)(B). All such payments will be measured by the schedule of values indicated:

- A. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may determine or OWNER may withhold, in accordance with the following:
 - 1. Ninety-five percent (95%) of WORK completed (with the balance being retained). If the WORK has been fifty percent (50%) completed as determined by the OWNER, and if the character and progress of the WORK have been satisfactory, OWNER, may determine that as long as the character and progress of the WORK remain satisfactory to

them, there will be no retainage on account of WORK subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the WORK completed less the aggregate of payments previously made; and

2. Twenty-five (25%) of cost of materials and equipment not incorporated in the WORK (with the balance being retained).

- B. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the WORK completed.

5.03 *Final Payment:* Upon final completion and acceptance of the WORK, OWNER shall pay the remainder of the Contract Price.

ARTICLE 6- INTEREST

6.01 All money not paid when due shall bear interest at the rate of 1% per annum.

ARTICLE 7- CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the WORK.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the WORK.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at, or contiguous to the Site which may affect cost, progress, or performance of the WORK or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the WORK at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of WORK to be performed by OWNER and others at the Site that relates to the WORK as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

ARTICLE 8- CONTRACT DOCUMENTS

8.01 Contents:

The Contract Documents consist of the following:

- A. This Agreement;
- B. 2022 Street Striping and Pavement Marking Bid Sheet; and
- C. Exhibits to this Agreement:
 - 1. Notice to Proceed;
 - 2. CONTRACTOR's Bid; and
 - 3. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.02. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached as exhibits hereto:

Written Amendments;
Work Change Directives;
Change Order(s).

8.03. The documents listed in Paragraph 8.01

- A. Are attached to this Agreement (except as expressly noted otherwise above).
- B. There are no Contract Documents other than those listed above in this Article 8.
- C. The Contract Documents may only be amended, modified, or supplemented by OWNER through work change orders or quantity modifications.

ARTICLE 9- MISCELLANEOUS

9.01 *Assignment of Contract:* Assignment by a party hereto of any rights under or interests in the Contract will not be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 *Successors and Assigns*: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*: Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.04 *Termination Due To Non-Appropriation*: Owner may terminate this Agreement if any of the following events shall have occurred and Contractor has received, not less than thirty (30) days prior to the end of Owner's then current fiscal year, a written opinion from Owner's counsel verifying the occurrence of these events. These other items also apply:

- A. If funds are not budgeted and appropriated in any fiscal year for payments due under this Agreement for the succeeding fiscal year, or for acquiring services, equipment or functions, which in whole or in part are essentially the same as those being obtained, this Agreement shall not obligate the Owner as to such succeeding fiscal year and this Agreement shall become null and void except as to the payments herein agreed upon for which funds will have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of Contractor, its successors and assigns, for any further payments;
- B. If the provisions of Section (A) above are utilized by Owner, Owner agrees to immediately notify the Contractor or its assignee of this Agreement that funds were not budgeted and appropriated.
- C. Owner shall make all payments due during the fiscal period immediately preceding the fiscal period for which sufficient funds were not appropriated.

Any early termination due to non-appropriation must be at the end of Owners' then-current fiscal year.

9.05 *Voluntary Termination* Either party may, without cause, and upon thirty (30) days' written notice to the other party, terminate the agreement. The Owner shall pay the Contractor for all services rendered prior to the termination date.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

ROADSAFE TRAFFIC SYSTEMS

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: _____

Title: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Address: _____

Phone: _____