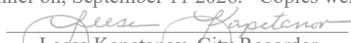




NOTICE AND AGENDA
SOUTH OGDEN CITY COUNCIL
WORK SESSION
TUESDAY, SEPTEMBER 15, 2026- 5PM

Notice is hereby given that the regularly scheduled City Council Work Session for September 15, 2026, at 5:00pm has been cancelled due to lack of agenda items. The City Council meeting will take place at 6:00pm as scheduled.

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, September 11 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, SEPTEMBER 15, 2026- 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, September 15, 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. **Prayer/Moment of Silence** -
- C. **Pledge of Allegiance** – Council Member Doug Stephens

II. RECOGNITION OF EMPLOYEES

- A. Danielle Bendinelli – City Recorder Oath of Office
- B. Leesa Kapetanov – Recognition for Years of Service

III. 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.

IV. RESPONSE TO PUBLIC COMMENT

V. CONSENT AGENDA

- A. Approval of August 18, 2026 Council Minutes

VI. DISCUSSION / ACTION ITEMS

- A. Consideration of **Resolution 26-27**- Approving the Intercounty Automatic Aid Fire Agreement

VII. DISCUSSION ITEMS

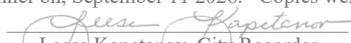
- A. Review City Center Plan Recommendations
- B. Proposed Changes to update Moderate-Income Housing Strategies/Timelines

VIII. REPORTS/DIRECTION TO CITY MANAGER

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

IX. 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, September 11 2026. Copies were also delivered to each member of the governing body.


Leesa Kapetanov, City Recorder

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

TUESDAY, AUGUST 18, 2026

WORK SESSION – 5 PM IN EOC ROOM

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

WORK SESSION MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russ Porter, Council Members Mike Howard, Jeannette Smyth, Doug Stephens, Jeremy Howe

EXCUSED

Council Member 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, City Planner Alikea Murphy, Code Compliance Official Guillermo Garcia, Communications Manager Danielle Bendinelli, and Assistant City Manager Summer Palmer, Deputy Fire Chief Brandon Story and City Recorder Leesa Kapetanov

OTHERS PRESENT

Sallee Orr

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/CC260818_1555WS.mp3?t=202608191314080 or by requesting a copy from the office of the South Ogden City Recorder.

I. CALL TO ORDER

- At 5:02pm, Mayor Porter called the meeting to order and asked for a motion to begin.

00:00:00

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

36
37 **II. REVIEW OF COUNCIL MEETING AGENDA**

- 38 • Council Member Stephens asked for clarification on the Ogden Transfer Station contract
39 00:00:25
40
41

42 **III. DISCUSSION ITEMS**

43 **A. Fraud Assessment Report**

- 44 • Finance Director, Peter Anjewierden gave an overview on the Fraud Risk Assessment
45 and Implementation Guide required by the State Auditor's Office.
46 00:04:26
47

48 **B. South Ogden Days Report**

- 49 • Communications and Events Manager, Danielle Bendinelli presented a recap of the
50 2026 event and budget comparison from the past 3 years.
51 00:24:13
52

53 **IV. ADJOURN**

- 54 • At 5:43pm, Mayor Porter called for a motion to end the work session
55 00:41:30
56

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

COUNCIL MEETING MINUTES

COUNCIL MEMBERS PRESENT

Mayor Russ Porter, Council Members Mike Howard, Jeannette Smyth, Doug Stephens, and Jeremy Howe

EXCUSED

Council Member 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, City Planner Alika Murphy, Code Compliance Official Guillermo Garcia, Communications Manager Danielle Bendinelli, Assistant City Manager Summer Palmer, City Accountant Lori Hurd, Fire Department Administrator Tammy Weese, City Attorney Amy Hugie, City Recorder Leesa Kapetanov, and members of the South Ogden Fire Department

MEMBERS OF THE PUBLIC PRESENT

Bobby Wood, Kyle & Stacy Bosgieter, Ashlee Camley, Suzanne Wearick, Sallee Orr, Amy Winter and Bruce & Joyce Hartman, Ben Levenger

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

cms7files.revize.com/southogdennew/CC260818_1652Me.mp3?t=202608191315270 or by requesting a copy from the office of the South Ogden City Recorder.

I. OPENING CEREMONY

A. Call To Order

- Mayor Porter called the meeting to order at 6:00 pm and called for a motion to begin
00:00:00

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

B. Prayer/Moment of Silence

- The Mayor led those present in a moment of silence

C. Pledge Of Allegiance

- Council Member Smyth led everyone in the Pledge of Allegiance

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II. RECOGNITION OF EMPLOYEES

Swearing In and Pinning Ceremony for South Ogden Fire Department Employees – Oath and Ceremony presented by Deputy Fire Chief Brandon Storey and Fire Chief Cameron West for Firefighters:

- Julie Williamson
- Travis Yowell
- Brianna Dudleston
- Josh Rhees

00:01:20

III. PRESENTATION

Mosquito Abatement Committee Report – Committee Representative Sallee Orr presented the council with an update and shared a flyer on back yard ponds from the district. (Attachment A)

00:09:07

IV. PUBLIC COMMENT

- Mayor Porter invited anyone who wished to make a comment to come forward
 - Sallee Orr

00:14:20

Not a fan of new website AI attendant

V. RESPONSE TO PUBLIC COMMENT

No Response was given

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

- The Mayor asked if any corrections needed to be made to the minutes; seeing none, he called for a motion to approve the consent agenda

00:15:41

Council Member Smyth so moved. The motion was seconded by Council Member Stephens. All present voted aye.

VII. DISCUSSION / ACTION ITEMS

A. Consideration of Ordinance 26-06 – Adopting the City Center Plan

- City Manager Matt Dixon provided an overview of the pre-work process and background of how this small area plan is connected to the City’s General Plan.

00:16:31

- Ben Levenger with Downtown Redevelopment Services gave an overview presentation on the City Center Master Plan (Attachment B)

00:27:06

- Questions/Comments by Council 00:36:10
- Comments about next steps by City Planner Aliko Murphy 00:38:11
- Additional Comments/ Clarifications by City Manager Matt Dixon and Mayor Porter 00:41:59
- Mayor Porter called for a motion to approve Resolution 26-06 00:44:32

Council Member Smyth so moved to approve Ordinance 26-06, followed by a second from Council Member Howard. The Mayor asked if there was any further discussion, and seeing none, he called the vote:

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

Ordinance 26-06 was adopted.

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

- City Planner Aliko Murphy provided an overview of the ordinance and process 00:45:03
- Questions/comments and Discussion by Council Members 00:46:58
- Comments by City Attorney Amy Hugie 00:50:32
- Comments by City Manager Matt Dixon 00:52:53
- Questions/Comments by Council Member Stephens and Council Member Smyth 00:55:35
- Mayor Porter called for a motion to approve Ordinance 26-07 00:58:55

Council Member Stephens moved to approve Ordinance 26-07 followed by a second from Council Member Howe who emphasized that we cannot hold development from the city and encourages the Planning Commission to move swiftly.

The Mayor asked if there was any further discussion, and seeing none, he called the vote:

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

Ordinance 26-07 was adopted.

C. Consideration of Resolution 26-23 – Approving an Agreement with Ogden Transfer Station LLC for Mixed Solid Waste Disposal

- City Manager Matt Dixon provided insights on the background of the change along with an overview of the agreement for recommendation.

01:00:17

- The Mayor asked if there was any further discussion, and seeing none he called for a motion to approve Resolution 26-23

01:05:12

Council Member Howe moved to approve Resolution 26-23, followed by a second from Council Member Howard. The Mayor called the vote:

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

Resolution 26-23 was adopted.

D. Consideration of Resolution 26-24 – Agreement with Siddons-Martin for Maintenance Services

- Fire Chief Cameron West provided an overview of the agreement for recommendation.

01:05:04

- The Mayor asked if there was any further discussion, and seeing none he called for a motion to approve Resolution 26-24

01:06:51

Council Member Smyth moved to approve Resolution 26-24, followed by a second from Council Member Stephens. The Mayor again asked for further discussion, and seeing none he called for called the vote:

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

Ordinance 26-24 was adopted.

E. Consideration of Resolution 26-25 – Approving an Agreement with Siddons-Martin for Purchase of a Fire Engine

- Fire Chief Cameron West provided an overview of this agreement.

01:07:09

- Questions/comments by Council Member Stephens 01:07:54
- Mayor Porter called for a motion to approve Resolution 26-25
01:08:43

Council Member Howard moved to approve Resolution 26-25, followed by a second from Council Member Smyth. The Mayor asked if there was any further discussion, and seeing none, he called the vote:

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

Resolution 26-25 was adopted.

F. Consideration of Resolution 26-26 – Approving an Agreement with RoadSafe Traffic Systems for Road Striping Project

- Public Works Director Jon Anderson provided an overview of the agreement and selection process.
01:09:20
- Questions/comments by Council Member Smyth and Stephens
01:11:26
- Mayor Porter called for a motion to approve Resolution 26-26
01:12:19

Council Member Smyth moved to approve Ordinance 26-06, followed by a second from Council Member Howard. The Mayor asked if there was any further discussion, and seeing none, he called the vote:

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

Resolution 26-26 was adopted.

274 **VIII. REPORTS/DIRECTION TO CITY MANAGER**

275 **A. City Council Members**

276
277 Council Member Smyth - 01:12:53
278 Council Member Howe - 01:13:21
279 Council Member Stephens - 01:15:47
280 Council Member Howard - 01:23:00

281
282 **B. City Manager 01:19:02**

283 John Anderson Public Works Director gave a quick update on Adams Ave
284 01:24:06

285
286 **C. Mayor 01:25:38**

287

288 **IX. CLOSED EXECUTIVE SESSION**

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

- 291 • At 7:27 pm, Mayor Porter called for a motion to move into the Closed Executive Session
292 01:27:24

293

294 **Council Member Howe so moved, followed by a second from Council Member Howard . The**
295 **Mayor called for the vote:**

296 **Council Member Howe- Yes**
297 **Council Member Howard- Yes**
298 **Council Member Smyth- Yes**
299 **Council Member Stephens- Yes**

300

301 **Council moved into the Closed Executive Session.**

302

303 **X. ADJOURN**

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- 305 • At 7:42 pm, Mayor Porter called for a motion to adjourn

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

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311

312 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Work Session
313 and Council Meeting held Tuesday, August 18, 2026.

314

315 
316 Leesa Kapetanov, City Recorder

Date Approved by the City Council

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ATTACHMENT A

Mosquitofish Flyer present by Sallee Orr

Mosquito Abatement Districts

BOX ELDER COUNTY
Brigham City, UT
(435) 723-3700

CACHE COUNTY
Logan, UT 84321
(435) 797-2107

CARBON COUNTY
Price, UT 84501
(435) 636-3200

DAVIS COUNTY
Kaysville, UT 8403
(801) 544-3736

DUCHESNE COUNTY
Roosevelt, UT 84066
(435) 722-3802

EMERY COUNTY
Castle Dale, UT 84513
(435) 381-2933

LOGAN CITY
Logan, UT 84321
(435) 713-6685

MAGNA
Magna, UT 84044
(801) 250-7765

MOAB
Moab, UT 84532
(435) 259-7161

NO. SUMMIT COUNTY
Coalville, UT 84017
(435) 336-2088

SALT LAKE CITY
Salt Lake City, UT 84116
(801) 355-9221

SEVIER COUNTY
Richfield, UT 84701
(435) 896-6636

SO. SALT LAKE COUNTY
Midvale, UT 84047
(801) 255-4651

TOOELE VALLEY
Grantsville, UT 84029
(801) 250-3879

UINTAH COUNTY
Vernal, UT 84078
(435) 789-4105

UTAH COUNTY
Provo, UT 84606
(801) 370-8637

WASHINGTON COUNTY
St. George, UT 84770
(435) 652-5842

WEBER COUNTY
Ogden, UT 84404
(801) 392-1630

WEST MILLARD COUNTY
Hinckley, UT 84635
(435) 864-4742

for back-yard ponds

Mosquitofish

Mosquitofish (*Gambusia affinis*) are an exotic nonnative species to Utah (i.e., they have been introduced from outside the state). They have been effectively used for mosquito control in many areas because of their adaptation for feeding from the surface of the water. When introduced into habitats where mosquitos are breeding, mosquitofish will consume many mosquito larvae before the larvae can develop into flying adult mosquitos.

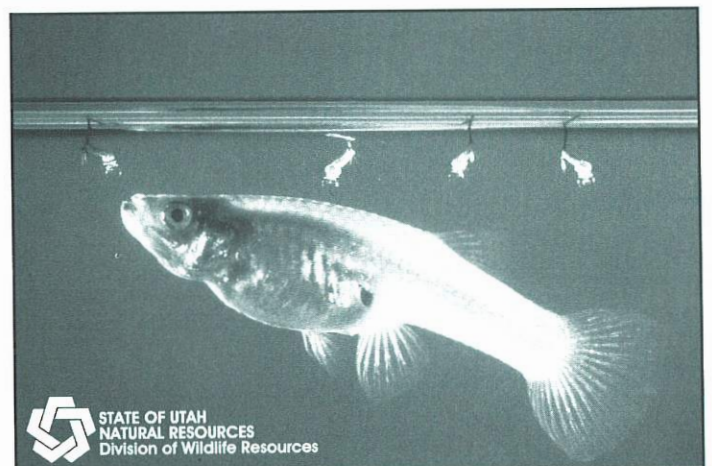
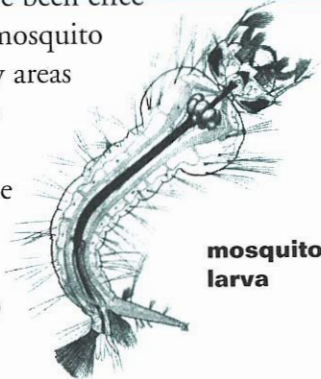
When conditions permit, mosquitofish will expand their population more than 1,000 times in less than a year. Because they are omnivorous, and because they can rapidly increase their population size so dramatically, mosquitofish also represent a threat to native fish and other aquatic species in Utah. Because mosquitofish will reproduce and mature rapidly, they can consume the eggs or larvae of other fish and amphibian species.

You can help reduce the threat mosquitofish pose to native fish and other aquatic wildlife species in Utah by only stocking mosquitofish into closed and/or screened systems where they cannot escape. They should never be moved or released into any waterways of the state because of the potential for spreading disease and interactions adversely impacting native

aquatic wildlife. Further, Utah Code Section 23-13-14 strictly prohibits the release of any live fish, including mosquitofish, into the wild. Violations are punishable as Class A misdemeanors. Should you wish to move live mosquitofish from the system in which they are originally placed due to draining the system, oncoming winter, or any other reason, please contact your Mosquito Abatement District to move the fish for you. Destroying or failing to prevent the death of the mosquitofish placed in your system is lawful.

recommendations

- Mosquitofish should only be stocked into closed systems, without hydrologic connection to streams, reservoirs, rivers, lakes, etc
- No native aquatic species should be present in the system proposed to receive mosquitofish.
- Mosquitofish must never be transferred or released from the system into which they were originally stocked.



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ATTACHMENT B

South Ogden City Center Master Plan presented by Ben Levenger

South Ogden City Center Master Plan

August 18th City Council
Adoption Meeting



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.

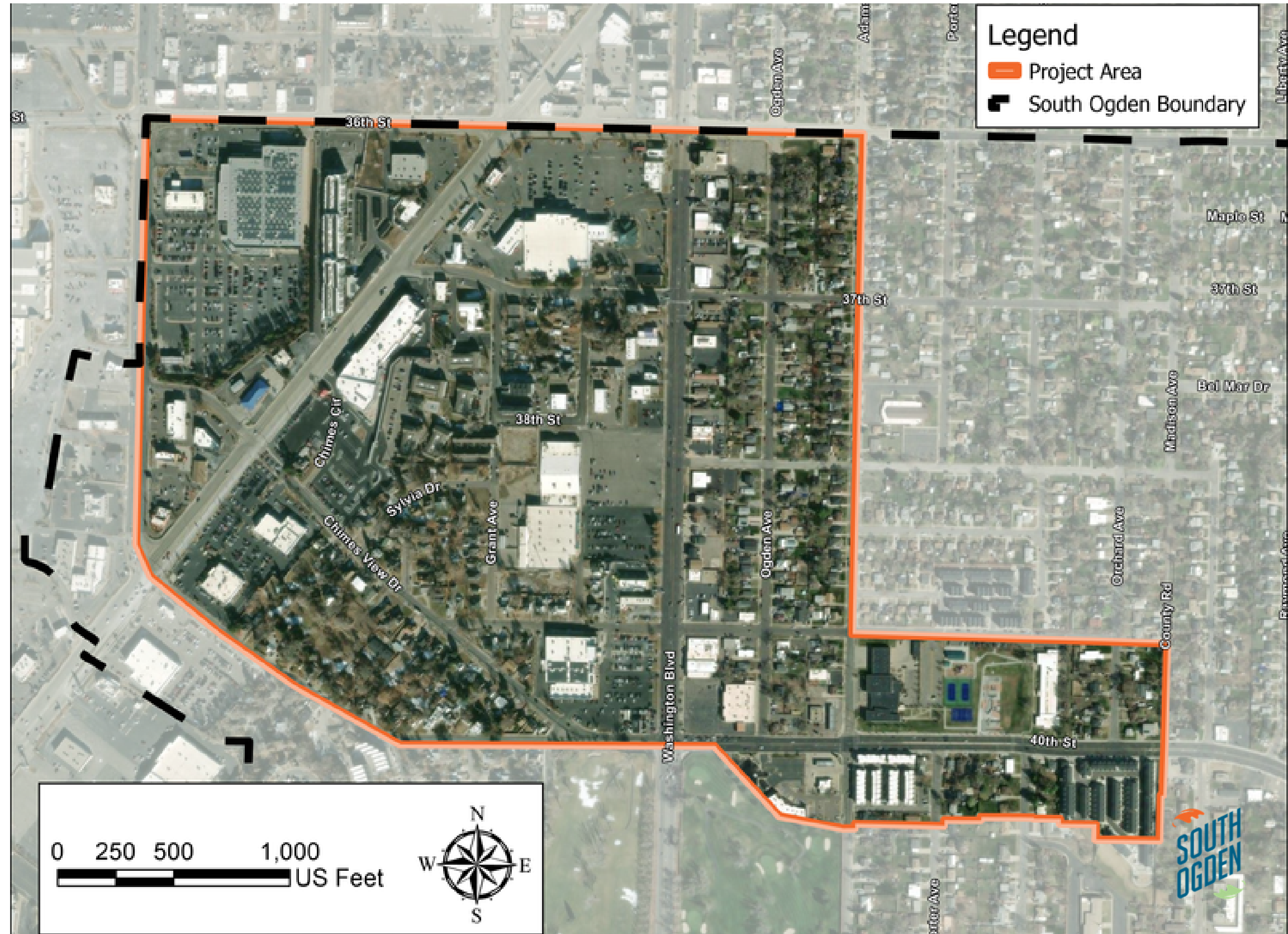


Introduction

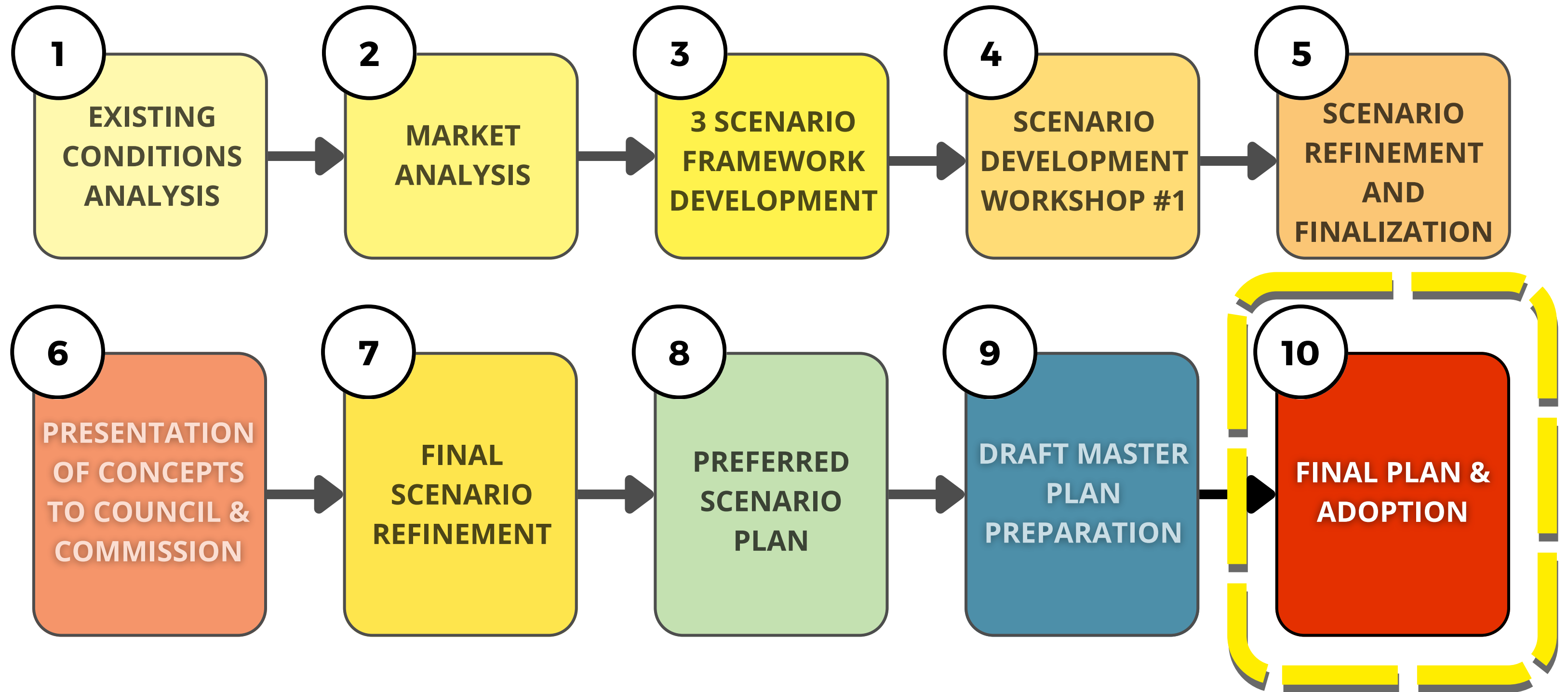
The South Ogden City Center Master Plan defines an implementable vision to develop a civic and commercial heart for the city, rooted in its identity.

The Master Plan's vision is to:

- Create a vibrant neighborhood hub
- Guide redevelopment, transportation, and public space improvements
- Transform the area into a multimodal, mixed-use district
- Serve residents and workers while attracting regional visitors

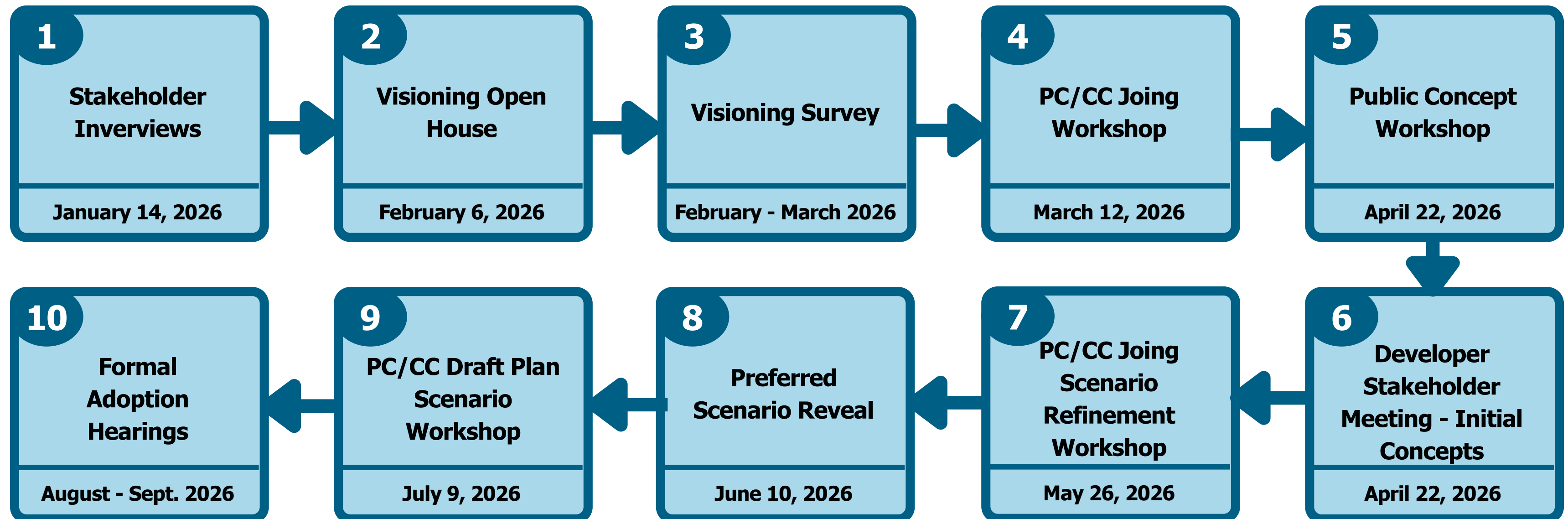


The Process



Engagement Synopsis

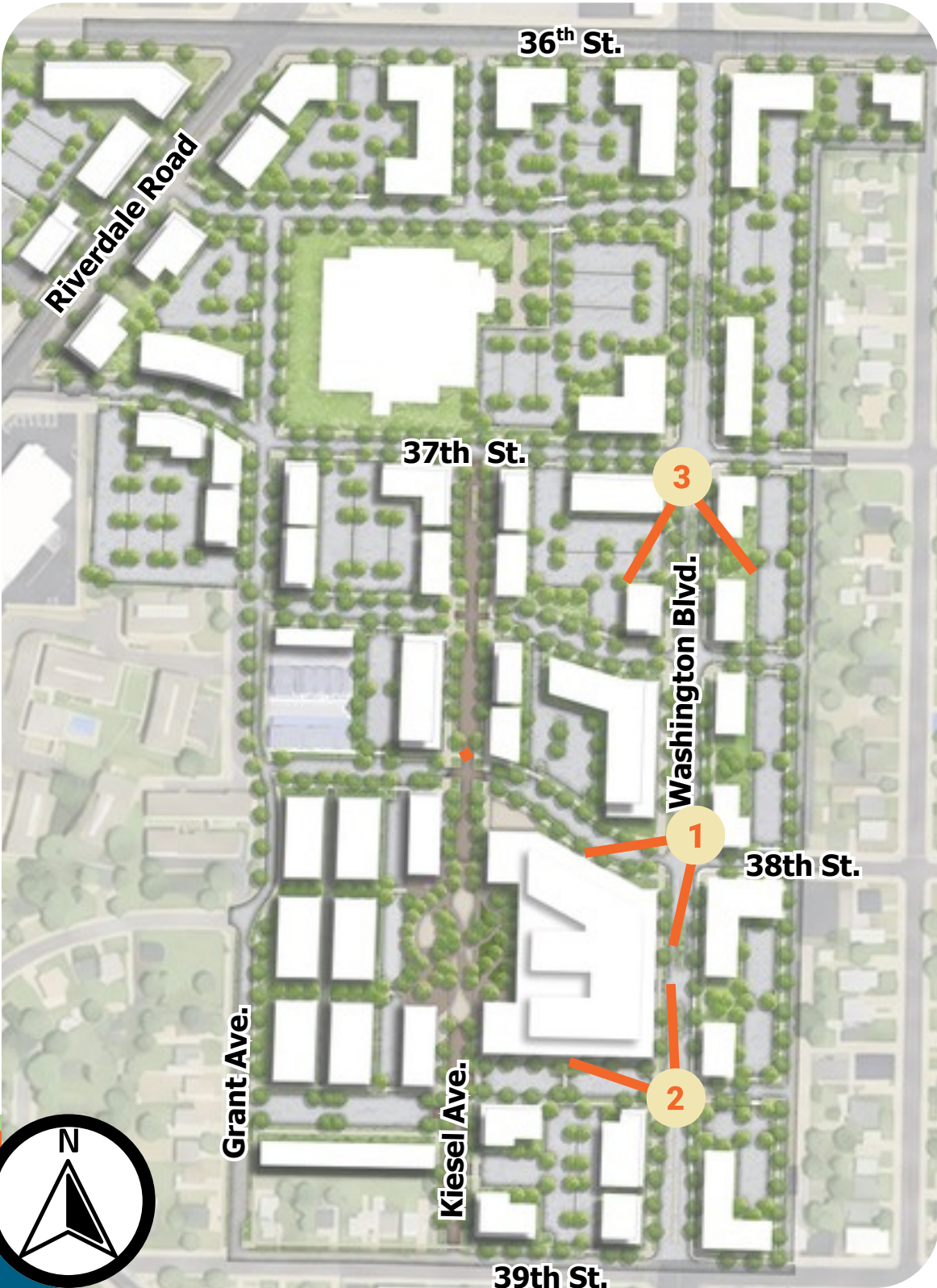
Since January 2026, the City Center planning process has been shaped by input from local stakeholders and elected officials to identify priorities and guide the preferred City Center vision.



Engagement Takeaways



Renderings from the Final Concept



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



View 2: Looking northwest along Washington Boulevard, south of 38th Street.



View 3: Looking south along Washington Boulevard, from the intersection of 37th Street.

Renderings from the Final Concept



View 4: Looking north along Kiesel Avenue towards Macey's

Renderings from the Final Concept



View 5: Looking into the public plaza



QUESTIONS?

STAFF REPORT



SUBJECT: Renewal - Intercounty Automatic Aid Fire Agreement
AUTHOR: Cameron West
DEPARTMENT: Fire
DATE: September 10, 2026

RECOMMENDATION

.Staff recommends that the Mayor and City Council approve the 2026 Intercounty Automatic Aid Fire Agreement and authorize execution on behalf of South Ogden City.

BACKGROUND

South Ogden City has participated in automatic and mutual aid agreements with neighboring fire agencies for many years. The current intercounty agreement is being renewed for another five-year term. The 2026 agreement continues regional cooperation among participating agencies in Weber and Davis Counties and includes Hill Air Force Base. It is intended to enhance, not replace, existing within-county automatic and mutual aid agreements..

ANALYSIS

The agreement provides a coordinated process for requesting fire and EMS resources across county lines when additional resources are needed. Requests are made by the on-scene Incident Commander through the appropriate 911 dispatch center and are limited to units identified in an intercounty response plan. Fire chiefs will review that plan at least annually. Responding agencies may decline or recall resources when needed to protect their own jurisdiction, and intercounty assignments are limited to eight hours. Hill Air Force Base participation is on a mutual-aid basis and remains subject to federal mission and access requirements.

SIGNIFICANT IMPACTS

Approval strengthens South Ogden City's access to additional personnel, apparatus, and specialized resources during significant incidents while allowing South Ogden to assist neighboring jurisdictions when available. The agreement does not require reimbursement between participating agencies for routine responses. Sending City resources outside South Ogden may temporarily reduce local coverage; however, the Fire Department may decline or recall assistance when necessary. No new staffing or equipment is required as a condition of approval.

ATTACHMENTS

2026 Intercounty Automatic Aid Fire Agreement

RESOLUTION NO. 26-27

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERCOUNTY AGREEMENT BETWEEN SOUTH OGDEN CITY, WEBER COUNTY CITIES AND WEBER COUNTY AND DAVIS COUNTY CITIES AND DAVIS COUNTY FOR PARTICIPATION IN A MULTI JURISDICTION AUTOMATIC AID FIRE AGREEMENT; AUTHORIZING THE CITY MANAGER TO SIGN SUCH AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

SECTION 1 - RECITALS

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 under the Utah Intercounty Co-operation Act UC §11-13-1, et seq., Utah Code Ann., 1953, as amended, (the “Act”), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including municipalities and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may contract with one another that will benefit their citizens and make the most efficient use of their resources; and,

WHEREAS, the City Council finds that in conformance with 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 in conformance with UC §11-13-1, the City may enter into Intercounty Cooperation Agreements; and,

WHEREAS, the City Council finds that UC §11-13-2 requires that governing bodies of governmental units adopt resolutions approving an Intercounty Agreement before such agreements may become effective; and,

WHEREAS, the City Council finds that Ogden City Corporation, Roy City Corporation, South Ogden City Corporation, Riverdale City Corporation, Washington Terrace City, North View Fire District, Weber Fire District, South Weber City Corporation, Clinton City Corporation, Layton City Corporation, Kaysville City Corporation, Syracuse City Corporation, Farmington City Corporation, North Davis Fire District, South Davis Metro Fire Service Area (“Parties”) have negotiated an Agreement for the provision of a Multi Jurisdiction Automatic Aid Fire Agreement; and

WHEREAS, the City Council finds that the Parties find that mutual benefit and cost-effective provision of these much needed services and funds can be achieved through this Intercounty Agreement; and,

WHEREAS, the City Council finds that entering and supporting the Agreement is in the best interest of the citizens of South Ogden; and,

WHEREAS, the City Council finds it will be beneficial to the City to enter a contractual relationship with the other parties for the provision of these mutually beneficial services; and,

WHEREAS, such agreements require the signature of an authorized official of the City; and,

WHEREAS, the City Manager of South Ogden is the chief administrative officer and representative of the City;

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

The Governing Body of South Ogden City, State of Utah, adopts and authorizes entry into the attached " Intercounty Automatic Aid Fire Agreement" (**Attachment "A"**); and authorizes the City Manager to sign any documents necessary to consummate said agreement; and, authorizes the City Recorder to sign any documents as required attesting to the City Manager having been duly authorized to enter into such arrangements for the City.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage.

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 all 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 1st day of September, 2020, 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 15th day of September, 2026.

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

RESOLUTION NO. 26-27

A Resolution Approving And Authorizing The Execution Of An Intercounty Agreement Between South Ogden City, Weber County Cities And Weber County And Davis County Cities And Davis County For Participation In A Multi Jurisdiction Automatic Aid Fire Agreement; Authorizing The City Manager To Sign Such An Agreement; And Providing For An Effective Date

15 Sep 26

INTERCOUNTY AUTOMATIC AID FIRE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 ("effective date"), pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and, as to the United States, pursuant to 42 U.S.C. § 1856a, by and between **OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **ROY CITY CORPORATION**, a municipal corporation of the State of Utah, **SOUTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **RIVERDALE CITY CORPORATION**, a municipal corporation of the State of Utah, **WASHINGTON TERRACE CITY**, a municipal corporation of the State of Utah, **NORTH VIEW FIRE DISTRICT**, a political subdivision of the State of Utah, **WEBER FIRE DISTRICT**, a political subdivision of the State of Utah, **SOUTH WEBER CITY CORPORATION**, a municipal corporation of the State of Utah, **CLINTON CITY CORPORATION**, a municipal corporation within the State of Utah, **LAYTON CITY CORPORATION**, a municipal corporation within the State of Utah, **KAYSVILLE CITY CORPORATION**, a municipal corporation within the State of Utah, **SYRACUSE CITY CORPORATION**, a municipal corporation within the State of Utah, **FARMINGTON CITY CORPORATION**, a municipal corporation within the State of Utah, **NORTH DAVIS FIRE DISTRICT**, a political subdivision of the State of Utah, **SOUTH DAVIS METRO FIRE SERVICE AREA**, a political subdivision of the State of Utah, and the **UNITED STATES OF AMERICA**, acting by and through the **DEPARTMENT OF THE AIR FORCE, 75th AIR BASE WING, HILL AIR FORCE BASE ("HAFB")**, an agency of the United States within the meaning of Subsection 11-13-103(19)(c), Utah Code Annotated 1953, as amended.

WITNESSETH:

WHEREAS, the parties are desirous of entering an agreement for providing automatic and mutual aid for fire protection and emergency medical response among the parties; and

WHEREAS, such agreement is in furtherance of the purposes of Section 11-7-1, Utah Code Annotated, 1953, as amended; and

WHEREAS, HAFB enters this Agreement under the authority of the Act of May 27, 1955, 42 U.S.C. §§ 1856-1856d, which authorizes each federal agency head charged with the duty of providing fire protection for property of the United States to enter into a reciprocal agreement for mutual aid with any fire organization maintaining fire protection facilities in the vicinity of such property; and

WHEREAS, each party desires to cooperate with and assist the other for fire protection and emergency medical response at the receipt of such an alarm where resources within their county or, in the case of HAFB, within the installation, are exhausted; and

WHEREAS, this Agreement is intended to "enhance" but not replace existing "Mutual Aid Agreements or within County Automatic Aid Agreements."

NOW, THEREFORE, it is hereby agreed:

1. Upon request from an on-scene incident for intercounty resources the 911 Public Safety Answering Point (PSAP) responsible for the incident will make the request to the neighboring County within this agreement as described by the "intercounty response plan" as determined by the fire chiefs of each participating party. Fire chiefs within each county will develop a coordinated "intercounty response plan" reviewed and approved by respective fire chiefs of each participating party within their county. Upon request from on-scene incident commander for intercounty resources, the neighboring county's 911 PSAP will be contacted specifying intercounty resource request. **Only those pre-identified resource units within the response plan will be dispatched by the neighboring county to the requesting county's incident location.** Once intercounty resources are sent by their respective 911 PSAP, while en-route, responding units will report to the requesting 911 PSAP to confirm radio communication and notification of en-route status. Once assigned to a neighboring county's incident all radio communication will occur on the requesting 911 PSAP talk groups and their status managed by the requesting 911 PSAP. Upon completion of incident assignment, release by the incident commander, neighboring county units will return to radio communication with their primary PSAP.

1.1 Requests to and from HAFB shall be made to and from the HAFB Emergency Communications Center, which shall be treated as the PSAP of reference for HAFB for all purposes of this Agreement. HAFB shall be identified in the intercounty response plan alongside the Weber County and Davis County PSAPs. Prior to placing any HAFB resource on the intercounty response plan, the fire chiefs shall confirm that HAFB units have the radio interoperability necessary to operate on the requesting PSAP's talk groups.

1.2 The intercounty response plan shall be reviewed jointly by the fire chiefs of all participating parties not less than annually, and updated as necessary to reflect changes in apparatus, staffing, station locations, or availability. A revision to the intercounty response plan does not require amendment of this Agreement.

2. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The "Automatic Aid" fire company being requested must be currently in an "available" status.
- b. The responding company must be a "pumping" apparatus of Class A engine type or "quint" style aerial device with Class A engine specifications, water tender, a NWCG classified Type 1-6 wildland fire suppression unit, or a

state licensed medical unit either as either a rescue or ambulance. Such responding company must respond with no fewer than two firefighters/EMS certified personnel on board.

- c. The "Automatic Aid" fire company must respond immediately from the fire station to which they are assigned immediately upon receipt of the alarm. All such responders must ride in the emergency vehicle to the incident. None shall respond by private vehicle.
- d. Dispatch will issue the following information to the responding "Automatic Aid" fire company:
 - i. Address of incident;
 - ii. Type of incident;
 - iii. Talk Group and 911 PSAP Assignment;
 - iv. Incident command designation; and
 - v. Commander's name or unit when available.
- e. All parties under this agreement will function under the Incident Command System as taught by the National Fire Academy and as practiced under Weber/Davis area local guidelines and standard operating procedures (SOP's). The responding "Automatic Aid" fire company shall report by radio to the Incident Commander or staging officer at the location to which the equipment was requested and shall be subject to the orders of that commander.
- f. The responding "Automatic Aid" company shall be released by the requesting organization when the services of the "Automatic Aid" fire company are determined to not be required or when the "Automatic Aid" fire company is needed to provide protection to its own jurisdiction, such need to be the sole determination of the responding organization. This agreement is intended for initial response only. Time commitment for the "Automatic Aid" companies shall not extend beyond eight (8) hours after initial dispatch time.
- g. Assistance under this Agreement may be refused by the supervising shift officer or any of the parties if, in the supervisor's best judgment, it is determined that the party is unable to reasonably respond.

3. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring because of performing this Agreement. This waiver is required of HAFB by 42 U.S.C. § 1856a(b) and is mutual as among all parties.

4. Neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement. Notwithstanding the foregoing, nothing in this Agreement waives, limits, or releases the right of any non-federal party to seek reimbursement of direct expenses and losses incurred in fighting a fire on property under the jurisdiction of the United States, as provided by Section 11 of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2210, and the regulations issued thereunder at 44 C.F.R. Part 151.

5. All privileges and immunities from liability which surround the activities of any firefighting force or fire department, when performing its functions within the other party's territorial limits, shall apply to the activities of that other party's firefighting department while furnishing fire protection outside its territorial limits under this Agreement.

6. The effect of the death or injury of any firefighter, who is killed or injured while responding to an incident outside the territorial limits of the firefighter department of which the firefighter is a member and while that department is functioning pursuant to this Agreement, shall be the same as if the firefighter were killed or injured while that department was functioning within its own territorial limits, and such death or injury shall be considered to be in the line of duty. As to officers, employees, and members of the armed forces of the United States, any service performed under this Agreement shall constitute service rendered in line of duty as provided by 42 U.S.C. § 1856c, and shall be governed by the Federal Employees' Compensation Act, 5 U.S.C. Chapter 81, rather than by the workers' compensation law of the State of Utah.

7. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

8. This Agreement shall not relieve any party of any obligation or responsibility imposed upon any of the parties by law, except that the performance of a responding party may be offered in satisfaction of any such obligation or responsibility to the extent of actual and timely performance thereof by the responding party.

9. This Agreement shall be effective for a period of five (5) years from the effective date. Any party may terminate its obligations under this Agreement after giving thirty (30) days advance written notice of termination to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating party from the obligations created herein.

10. This Agreement shall become effective as set out above provided it has been approved as appropriate by the above-mentioned parties, and in accordance with the provisions of Section 11-13-101 et seq., Utah Code Annotated, 1953, as amended. In accordance with the provisions of Section 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized

to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect. As to HAFB, this Agreement shall additionally be coordinated with the Installation Commander and reviewed by the Office of the Staff Judge Advocate prior to execution, in accordance with Department of the Air Force Instruction 32-2001, Fire and Emergency Services Program.

PROVISIONS APPLICABLE TO HILL AIR FORCE BASE

11. **Mutual Aid Status of HAFB.** Notwithstanding the title of this Agreement and any other provision herein, all response by HAFB to a requesting party, and all response by a party onto Hill Air Force Base, shall be on a mutual aid basis. HAFB units may be pre-identified in the intercounty response plan, but shall be dispatched only upon request through the HAFB Emergency Communications Center, and no HAFB unit shall be committed by automatic dispatch. HAFB retains sole discretion, exercised through the Installation Fire Chief or the senior fire official on duty, to decline or recall any response in order to maintain aircraft rescue and firefighting coverage, flightline coverage during flying operations, or any other mission-essential emergency response capability required by Department of the Air Force policy.

12. **Installation Access and Force Protection.** Response by a non-federal party onto Hill Air Force Base is subject to installation access, credentialing, and force protection requirements established by the Installation Commander. HAFB shall establish, and provide in writing to the fire chiefs of the parties, a procedure for emergency gate access and escort of responding mutual aid apparatus and personnel. That procedure shall be incorporated by reference into the intercounty response plan and reviewed at the annual review described in Paragraph 1.2. No party is obligated to respond onto the installation where access has not been arranged in advance, and no party shall be deemed in breach of this Agreement for a delay attributable to installation access requirements.

13. **Availability of Appropriations.** The obligations of HAFB under this Agreement are subject to the availability of appropriated funds, and nothing in this Agreement shall be construed to obligate the United States to any expenditure of funds in advance of or in excess of an appropriation, in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. No provision of this Agreement shall be interpreted to require HAFB to take any action inconsistent with federal law, Department of Defense policy, or Department of the Air Force policy.

14. **Federal Authority and Construction.** HAFB executes this Agreement solely under the authority of 42 U.S.C. § 1856a. Nothing in this Agreement creates or is intended to create any right or benefit, substantive or procedural, enforceable at law against the United States, its agencies, officers, or employees. Claims against the United States arising from performance of this Agreement, if any, shall be governed exclusively by the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 et seq. To the extent any provision of this Agreement conflicts with federal

law applicable to HAFB, that provision shall be without effect as to HAFB only, and the remainder of the Agreement shall remain in full force and effect as to all parties.

15. **Severability.** If any provision of this Agreement is held invalid or unenforceable as to any party, the remainder of this Agreement shall remain in full force and effect as to that party and as among all remaining parties.

WEBER FIRE DISTRICT

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

Attorney for Weber Fire District

SOUTH OGDEN CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title: _____
Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

City Attorney

STAFF REPORT



SUBJECT: City Center Plan Recommendations
AUTHOR: Aliko Murphy
DEPARTMENT: Administration / Planning
DATE: September 15, 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. The plan went in front of Planning Commission on August 13, 2026, where a public hearing was held. The commission forwarded a positive recommendation to City Council and on August 18, 2026, City Council adopted the City Center Plan.

ANALYSIS

The final plan draft was located under the “Project Updates” tab of the <https://southogdencitycenter.com/project-updates> website and now resides under the Planning and Zoning page of the city website (https://www.southogdencity.com/departments/planning_&_zoning/index.php).

Since the plan was adopted by City Council on August 18, 2026, staff was tasked with putting together a game plan for the next step which is going over the recommendations and figuring out what changes to consider for the form-based code. Planning staff has put together a list of recommendations that came from the plan for Planning Commission and City Council will consider.

At the August 18, 2026, meeting City Council also adopted a temporary land use ordinance or moratorium for six months to allow planning staff to work with Planning Commission and City Council to review and consider the recommendations made throughout the City Center Plan and

update article A under the form-based code. In that time, no new applications for City Center Core, City Center General, 40th Street General, Riverdale Road General zones will be accepted.

Planning Commission also agreed at the August 13, 2026, to meet twice a month to be able to work through the possible changes to the form-based code. The Planning Commission will now meet on the second and fourth Thursday of the month starting in October through February 14, which is when the moratorium ends. The plan is to have the first meeting of the month function as a regular meeting and the second meeting function more as a work session dedicated to the form-based code. Both will be public meetings.

See the attached PowerPoint slides that outline the recommendations found in the City Center Plan.

City Center Recommendations

City Council

September 15, 2026

City Center Plan

Officially adopted at the August 18, 2026 City Council Meeting

Moratorium adopted (180 days)

Next Step: review recommendations from DRS and make changes to form-based code accordingly

There are other recommendations that were made that we should also discuss along the way, but they are not going to be staff's main priority in the next 6 months

Main recommendation is to transform the City Center into a mixed-use vibrant destination

Recommendations

- Parking
 - Reevaluate parking requirements (will need parking study) (objective 3.7)
 - Incentives for reductions
- Double loading entrances (front and rear) to improve overall flow (using alleyways)
- Create active pedestrian corridors through frontage standards
- Entrance orientation requirements
- Active ground-floor uses along Kiesel, Washington, 38th and other priority pedestrian corridors
- Architectural Design
 - Primary materials (grey stone, wood panel, shiplap, brick, natural stone) and clear secondary materials
 - Porches, small projections

- Review and Reevaluate
 - land uses
 - building form
 - frontage design
 - streetscape standards (especially on Kiesel)
 - parking placement
 - pedestrian-oriented development standards
- Transition standards for height
 - height limits, setbacks, step backs (after 3rd floor), landscaping, additional buffering
- Permit additional housing types (mixed-use apartments, cottage housing)
- Update definitions of each housing type
- Signage and placemaking
 - Sidewalk signage, blade signage, wayfinding
 - branding

Nonconforming Structures

Recommendations

Reconstruct Kiesel Avenue

- curbless, pedestrian street
 - sidewalk and pedestrian exceeding 10' width where feasible
 - street trees, landscaping, planters, shade elements
 - outdoor pedestrian-scale lighting and wayfinding elements
 - outdoor dining adjacent to restaurants
 - seating areas along street, gathering spaces
 - Behind Washington properties rear alley access (Objective 3.4) , 30' alley width
-
- Public art, interactive art
 - Street vendors
 - Review open space requirements and options
 - Pocket parks with play structures for all ages that are made with natural materials

Other Recommendations /Considerations

- Establish redevelopment incentives that support the plan and helps update aging structures
- Develop and implement a Business Retention and Recruitment strategy
- Work with developers/property owners to bring the Plaza to life
- Establish a nonprofit City Center organization that manages the public spaces
- Establish façade/signage improvement grant program
- Work with UDOT to make circulation improvements (including trail)
- Work with UTA, WFRC to establish mobility hub near 38th and Washington
- Circulation framework
- Construct rear-accessing alley that connects commercial properties
- Work with properties to establish shared parking
- Explore expansion of CRA boundary
- Close gaps in pedestrian and bicycle network
- Level of Service study for 2-way on Chimes and 40th and intersection improvements
- Construct gateway monuments and landscape improvements along Washington and Riverdale

Timeline/Deadline

Deadline: February 14

Planning Commission meeting twice a month

1st meeting: standard meeting

2nd meeting dedicated to form-based code

October and November: Staff present proposed changes to PC as an agenda item on 1st meeting and discussed in depth on second meeting

January: go through public hearings (PC) and potentially adopted by first meeting in February (CC)

Pushing it: PC vote on February 11, CC vote on February 16

STAFF REPORT



SUBJECT: Zoning Item - Proposed Changes to General Plan to
update the Moderate-Income Strategies Timelines
AUTHOR: Alika Murphy
DEPARTMENT: Planning Administration
DATE: September 15, 2026

BACKGROUND

South Ogden City adopted an updated general plan in 2023 and one of the key chapters within the plan is Chapter 5-Housing. The housing chapter is structured to meet Utah moderate income housing requirements. Utah Code requires municipalities that are in the first (100,000+), second (65,000-99,999), third (30,000-64,999), or fourth (10,000-29,999) class to submit a moderate-income housing report. South Ogden falls under the fourth class. The report must show progress being made in terms of housing within five years of the adoption of the implementation plan. At least three moderate income housing strategies chosen from the provided list in Utah Code 10-21-201 must be worked on in that five-year period for municipalities without a fixed guideway. The Moderate-Income Housing Plan (MIHP) should provide a description of each housing strategy selected by the municipality and how the city will accomplish the strategy.

Last year there was a one-year pause via HB 436, so there was no reporting that was required other than submitting the number of Certificates of Occupancy that was given within that cycle. That was turned in by planning staff, and the city received a letter of compliance on July 13, 2026. Now the pause has ended, and planning staff is getting prepared for this year's reporting cycle.

The State Code requires that an annual report is submitted by August, which should outline each MIHP strategy selected by the municipality along with an implementation timeline.

In order to achieve the objectives of Utah Code related to the moderate-income housing element of the general plan, this report considers the following elements:

- A description of each action taken by the jurisdiction during the previous 12-months
- A description of each land use regulation or decision made along with an explanation of how the regulation or decision supports the strategy
- A description of any barriers encountered

ANALYSIS

Staff has updated timelines for implementation for the selected strategies. A lot of the items are ongoing discussions and research that must be acquired and presented by planning staff. There have been conversations about possibly changing strategies or the framework of Moderate-Income Housing reporting but we won't know of any specific changes until the next legislative session. Planning staff is still moving forward as usual to be prepared for the resumed reporting next year.

The city has submitted three reports since the implementation plan was adopted (2023, 2024, and 2025), and this year will be the fourth report on these strategies.

PROPOSED CHANGES:

Attached is a PowerPoint with the MIH strategies.

RECOMMENDATION

If the commission is good with the strategies, the next step will be to hold a public hearing and forward a recommendation to City Council.

Jul 13, 2026

To: Mayor and City Council

From: Governor's Office of Economic Development
Housing and Community Development Division

Re: Moderate Income Housing (MIH) Program - 2026 Notice of Compliance

Dear Mayor and City Council, South Ogden -

Because of the passage of [H.B. 436](#), there is a **one-year pause** to full MIH reporting. Municipalities that were compliant in 2025 automatically receive the same determination in 2026. This legislation resumes MIH reporting for municipalities in 2027.

In 2025, the Housing and Community Development Division (HCDD) reviewed your MIH report and found that the submitted report complied with the requirements set forth in section [10-21-202](#).

For 2026, your community is compliant.

We advise communities to continue progressing on their adopted moderate income housing strategies within their plans. If you have any questions or concerns, please contact mih@utah.gov.

Sincerely,

Todd Andersen
Program Specialist – Moderate Income Housing Program
Housing and Community Development Division
Governor's Office of Economic Development



**Governor's Office of
Economic Development**

60 East South Temple Suite 300
Salt Lake City, Utah

Moderate Income Housing

City Council

September 15, 2026

What is this item?

A legislative body (City Council) of a municipality (city) is required to adopt an implementation plan as part of the General Plan with strategies from the list provided under ~~10-9a-402(2)(b)(iii)~~ of the Utah state code. Cities of the first, second, third or fourth class shall be required to participate. The report shall identify the MIH strategy and how the city plans to implement it.

The municipality shall annually submit a subsequent progress report on or before August 1 of each year. A municipality without a fixed guideway is required to report on at least three strategies and municipalities with a fixed guideway public transit station must report on at least 5 strategies.

South Ogden's first implementation plan was adopted in 2023 and has since been reporting on the chosen strategies with timelines being updated.



Moderate- Income Housing

State Code HB 68 : <https://le.utah.gov/~2026/bills/static/HB0068.html>

Definition for moderate income housing under 63N-22-101:

Line 3554: Moderate income housing" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the housing is located.

Line 3746: 63N-22-203: "Affordable housing" means, as determined by the department division, the number of housing units within a county or municipality where a household whose income is at or below 50% of area median income is able to live in a unit without spending more than 30% of their the household's income on housing costs.

Affordability

Number of Persons in Family and Percentage Adjustments							
1	2	3	4	5	6	7	8
70%	80%	90%	Base	108%	116%	124%	132%

Area Median Information comes from Department of Housing and Urban Development (HUD)

AMI is about \$118,000 for the state

80%= 94,400, 30%= 28,320

https://www.huduser.gov/portal/datasets/il.html#documents_2026

<https://www.huduser.gov/portal/datasets/il/il26/State-Incomelimits-Report-FY26.pdf>

<https://www.huduser.gov/portal/datasets/il/il21/IncomeLimitsMethodology-FY21.pdf>

<https://www.hud.gov/sites/documents/11secfaqs.pdf> (frequently asked questions)

<https://www.huduser.gov/portal/datasets/il/il26/FY26-Median-Attachment-State-Medians.pdf>

<https://www.huduser.gov/datasets/il/il2026>

<https://www.huduser.gov/datasets/il/il2026/low-income?year=2026&reporttype=county&states=49&counties=4905799999> (explains calculations)

FY 2026 Income Limit Area	Median Family Income	FY 2026 Income Limit Category	Persons in Family								Download .csv
			1	2	3	4	5	6	7	8	
Ogden, UT MSA	\$117,900	Very Low (50%) Income Limits (\$)	41,300	47,200	53,100	58,950	63,700	68,400	73,100	77,850	
		Extremely Low Income Limits (\$)*	24,750	28,300	31,850	35,350	38,680	44,360	50,040	55,720	
		Low (80%) Income Limits (\$)	66,050	75,450	84,900	94,300	101,850	109,400	116,950	124,500	

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

FY 2026 STATE INCOME LIMITS			-----I N C O M E L I M I T S-----								P2
STATE	PROGRAM		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON	
UTAH	FY 2026 MFI:	118000									
		30% OF MEDIAN	24800	28350	31900	35400	38250	41100	43900	46750	
		VERY LOW INCOME	41300	47200	53100	59000	63750	68450	73200	77900	
		LOW-INCOME	66100	75550	85000	94400	102000	109550	117100	124650	

MIH Strategies

STRATEGY 1: Demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing (Menu Item P).

- Analyze the feasibility to develop moderate-income housing on the city-owned property at 40th and Evelyn. (Winter 2027)
- Seek LIHTC (low-income housing tax credit) funding to help with construction of deeply affordable housing (30% AMI) or other income-restricted housing projects. (Winter 2027)
 - **From City Center Plan: Work with housing developers, nonprofit organizations, and state agencies to pursue funding sources such as LIHTC.**

STRATEGY 2 : Preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or establishing a housing loss mitigation fund (Menu Item K).

- Explore policies that would incorporate/require deed-restricted moderate-income housing units to be incorporated into new projects whenever a development agreement is utilized as a part of the projects' approval. (Summer 2027)
- Explore the cost/benefits of establishing a Housing Preservation Fund. (Summer 2027)
- Explore cost/benefits of creating a Housing Loss Mitigation Fund for the development or preservation of moderate-income housing. (Summer 2027)
 - **Both of these would fall under the law student paper that was put together for the city and presented to CC**
- Explore ways to utilize housing funds from the City Center CRA to incentivize landlords to deed-restrict units, subsidize development-related fees, etc. (Summer 2027)
 - **Possibly tie in twin house conversation and help subsidize fees**

STRATEGY 3 : Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones (Menu Item E).

- Track building permits and rental licenses related to ADUs (Summer 2027).
- Planning staff do research on the possibility of amending ADU code to allow ADUs in smaller lots (Summer 2027).

STRATEGY 4: Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers (Menu Item F).

- Track the number of new housing units established from the City's form-based code districts (Neighborhood Commercial, Wall Avenue, and South Gateway) to monitor the number of units that qualify as moderate income housings units (Winter 2027).

STRATEGY 5 : Rezone for densities necessary to facilitate the production of moderate- income housing (Menu Item A).

- Track the number of new housing units established from the city's form-based code districts (40th Street General, City Center General, City Center Core, Riverdale Road General) to monitor the number of units that qualify as moderate income housing units (Winter 2027)
- Work on City Center Plan recommendations and seek assistance with updating existing form-based code. (Winter 2027)