NOTICE AND AGENDA

SOUTH OGDEN CITY COUNCIL MEETING

Tuesday, February 17, 2015 – 6:00 p.m.

Notice is hereby given that the South Ogden City Council will hold their regular City Council Meeting, Tuesday, February 17, 2015, beginning at 6:00 p.m. in the Council Chambers located at 3950 So. Adams Avenue, South Ogden, Utah. Any member of the council may be joining the meeting electronically.

I. OPENING CEREMONY

A. Call to Order – Mayor James F. Minster

B. Prayer/Moment of Silence -

C. Pledge of Allegiance – Council Member Bryan Benard

II. PUBLIC COMMENTS

This is an opportunity for comment regarding issues or concerns. No action can or will be taken at this meeting on comments made. *Please limit your comments to three minutes.*

III. RECOGNITION OF SCOUTS AND STUDENTS

IV. CONSENT AGENDA

A. Approval of February 3, 2015 City Council Minutes

V. DISCUSSION / ACTION ITEMS

A. Discussion on Amendments to the City Code Having to Do With Residential Facilities For Disabled Persons

B. Consideration of **Ordinance 15-07** – Amending Title 10, Chapter 14 of the City Code Having to Do With Residential Facilities for Disabled Persons

C. Discussion on Proposed Permitted and Conditional Uses in Residential Zones

D. Consideration of Previously Tabled **Ordinance 15-06** – Amending Title 10, Chapters 2,7,12 and 13 of the City Code

E. Consideration of **Resolution 15-06** – Approving an Agreement With GBS

F. Consideration of **Resolution 15-07** – Approving a Memorandum of Understanding With the Utah National Guard for Alarm Response at the Browning Armory

G. Consideration of **Resolution 15-08** – Approving an Agreement With SeamlessGov for Computer Services Including Online Forms

VI. REPORTS

- **A.** Mayor
- **B.** City Council Members
- **C.** City Manager
- **D.** City Attorney

VII. RECESS CITY COUNCIL MEETING AND CONVENE INTO AN EXECUTIVE SESSION

- **A.** Pursuant to UCA §52-4-205 1(c) to discuss pending or reasonably imminent litigation
- **B.** Pursuant to UCA §52-4-205 1(d) to discuss the purchase, exchange, or lease of real property

VIII. ADJOURN EXECUTIVE SESSION, RECONVENE CITY COUNCIL MEETING, ADJOURN CITY COUNCIL MEETING AND CONVENE INTO WORK SESSION

- **A.** City Logo Discussion

IX. ADJOURN WORK SESSION

Posted and emailed to the State of Utah Website February 12, 2015

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted at the Municipal Center (1st and 2nd floors), on the City's website (southogdencity.com) and emailed to the Standard Examiner on February 12, 2015. 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 48 hours in advance.

FINAL ACTION MAY BE TAKEN ON ANY ITEM ON THIS AGENDA

MEMORANDUM

Date: February 12, 2015

To: Mayor and City Council

From: Matthew J. Dixon, City Manager

Re: February 17, 2015 Council Meeting

Below is a brief summary of the agenda items for your upcoming city council meeting. Please review this information as well as the staff reports and support materials contained within the packet. If you have any questions or need any additional information please let me know.

Discussion and Action Items

- *Discussion on Amendments to the City Code having to do with Residential Facilities for Disabled Persons* – This agenda item is being prepared in anticipation that the Planning Commission will finalize their recommendations for amendments to the city code related to facilities for persons with disabilities. In the event the Planning Commission does not complete their recommendations, staff will amend the agenda prior to the meeting. The copy of the amendments included in your packet is the copy that the planning commission will be working on during their Feb. 12 meeting. If they recommend something other than what's included in this draft, staff will also forward those changes as soon as they are prepared and ready to send. I've asked that Neil Lindberg attend both the Planning Commission meeting as well as the City Council meeting. This will ensure both bodies will have staff there to answer questions that may come up as well as provide explanations, where necessary. In preparation for this meeting, I strongly encourage each of you to review the information provided by Mr. Lindberg. He's thoroughly reviewed this matter and updated it based on the most recent case law. The recommendation is that we allow up to six occupants in a facility for disabled persons, consisting of 4 persons with disabilities and 2 resident staff. The Planning Commission recommended that the record be held open on this matter until noon on Feb. 17. They invited the public to provide specific examples of case laws, ordinances, etc. they feel provide more specificity and clarity to the ordinance. They also asked that the audio of their meeting be forwarded to the council (since the minutes will not be completed in time for your meeting). There was some very good discussion with Neil Lindberg that addresses many of the public comments/concerns made in the meeting and will be worth you listening too prior to your meeting. Neil will be attending the council meeting as well to assist you as you consider the planning commission's recommendations.

- *Ordinance 15-07 Amending Title 10, Chapter 14 of the City Code* – This ordinance has been prepared to allow you to adopt the amendments to the city code related to Facilities for Disabled Persons.
- *Discussion of permitted and conditional uses in residential zones* – This agenda item is the continuation of the council's discussions regarding amending the permitted and conditional uses within the city's residential zones. After the public hearing at the last council meeting, the city council agreed to hold the record open in order for the public to submit their comments/feedback/recommendations regarding the proposed amendments. Staff has compiled those written statements and included them in your packet materials. Staff has provided a brief summary of the public comments as a way of showing how the public comments relate to the recommendation regarding permitted and conditional uses within the residential zones. You'll note that most of the comments are unrelated to the agenda item and have to deal more with the monastery and the facilities for disabled persons. The summary is not meant to accurately reflect the public comments so please read the public comments provided in the packet to fully understand the public input.
- *Ordinance 15-06 Amending Title 10, Chapters 2,7,12 and 13* – This ordinance will amend the city code and change the permitted and conditional uses within the residential zones.
- *Resolution 15*-06 *Approving an agreement with GBS* – This agreement is something new for the city. GBS has been our insurance broker for several years (since 2006). This agreement protects the confidential health information that GBS may become aware of as our broker. This agreement helps insure to the city that GBS will abide by all rules and regulations of the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH) and the Genetic Information Nondiscrimination Act (GINA). The agreements prevents GBS from being able acquire, access, use or disclose protected health-related data it may become aware of as our broker. It established certain training the GBS must do with its employees related to these protective acts. The agreement commits the city to certain disclosure requirements for certain information, when necessary. This agreement has been reviewed by city attorney, Ken Bradshaw. Staff recommends council approval of this resolution.
- *Resolution 15*-07 *Approving a Memorandum of Understanding with the Utah National Guard for Alarm Response at the Browning Armory* – This agreement specifies that National Guard Personnel will be the first responders to their facility in the event of an alarm. Once their personnel arrive and determine the nature of the alarm they are advised to then contact the SOPD. This agreement spells out the responsibilities of both Guard personnel as well as city personnel. Staff recommends approval of the memorandum.
- *Resolution 15-08 Approving an agreement with SeamlessGov for computer services including online forms* - This is an exciting item to present to the council as it is consistent with several of the council's strategic directives including: 1) promote fiscal responsibility, 2) provide "professional and excellent public service," and 3) establish a more friendly,…inviting place to live, work and visit. With this product the city will be able to significantly streamline many of the time-consuming, antiquated processes. For example, we will be able to create electronic forms of any type and be able to allow electronic payments of fees, etc. when required. The city will have the ability to allow the public to go online and electronically register and pay for events, activities, licenses, permits, etc.

Additionally, this program will be used internally to allow us to automate several time-consuming processes. For example, currently before an invoice gets paid a department must fill out a paper debit memo. Depending on the dollar amount, this debit memo then travels throughout the city to get department head approval, finance approval, city manager approval and mayoral approval. The debit memo is then sent, along with paper copies of receipts and supporting documents to accounts payable clerk. A check is then processed and mailed and the AP clerk files the paper records in a filing cabinet. This process will soon be done electronically. The debit memo will be filled out electronically and the n automatically be sent to the next approval required. Receipts and supporting documents will be scanned and all records will be stored electronically. **And if that doesn't sound exciting enough, know that we are getting all of this for the same or less money than we currently spend for Sportsites – which we will be canceling**. Seamless will allow us to do everything we currently doing with Sportsites (recreation signups) and many, many, other things for all departments. Seamless will cost $4,950 annually and there is a one-time set up fee of $2,500. In FY2013 we paid Sportsites $7,886.35. Staff recommends approving this agreement.

Closed Session

Staff will be providing an update to the council on current litigation and land acquisitions, if necessary.

Work Meeting

The purpose for the work session will be for the council to review the logo concepts presented by Jibe Media. Jibe presented these concepts at your last work session and has asked that we narrow the field to 2 or 3 that we'd like them to do more work on. Their additional work will include adding different color schemes and showing each logo in different forms. Included in the packet you'll find the Brand Discovery Document and logo concepts as presented by Jibe during the aforementioned work session. Jibe will not be attending as I wanted this to be the council's opportunity to openly discuss Jibe's work without them being present.

Other Business

- *Skyline and Wasatch Property* – Called and spoke with Nicol Investments. I was informed that they sold the property in December and were unable to share with me who bought the property. Weber County Recorder's Office indicated that the property was still owned by Nicol. Called back and talked with Lauren. She indicated that Mountain Ridge Assisted Living Facility was sold in December and they still owned the 5.27 acres across from it. She said they are an investment company and are willing to sell the property should the right buyer come along. She indicated that they did have a plan in 2010 to target high density residential-type developments and they want to keep the assisted living use in the current zoning as well. We exchanged information. The contact on this will be Karsten Briggs, (858)350.9600, karsten@nicolinv.com. I told her to keep the city in mind as plans more forward and that I'd keep in touch with Karsten.
- *Annexation* – The planning commission will be reviewing the proposed annexation policy amendments on Feb. 12. The hearing for "Affected Entities" will be held during the March planning commission meeting and the public hearing will be in April. You will have it before you at either your second meeting in April or May.

- *Highway 89* – Met with UDOT and Weber Pathways. Talked about the agreements we'll need from property owners for access to the tunnel. PEC will draft the agreements. The plan would also be to have two accesses from the east (one from Skyline and the other from the county road to the south east. The tunnel will be painted with graffiti resistant paint.
- *ULCT Spring Conference* – The conference will be April 9-10. I've booked five rooms at the Fairfield Inn (checking in on April 8 and checking out on April 11). Please let me know if you want one of these rooms or if you are getting your own room. If you get your own room, please be sure the hotel gives you the government rate.

MINUTES OF THE
SOUTH OGDEN CITY COUNCIL MEETING
Tuesday, February 3, 2015 – 6:00 p.m.
Council Chambers, City Hall

COUNCIL MEMBERS PRESENT

Mayor James F. Minster, Council Members Brent Strate, Russ Porter and Bryan Benard

STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, Parks and Public Works Director Jon Andersen, Chief of Police Darin Parke, Fire Chief Cameron West, HR Specialist Patti Randolph, Information Systems Administrator Brian Minster, Good Landlord Coordinator Andrew Hyder, City Planner Mark Vlasic and Recorder Leesa Kapetanov

CITIZENS PRESENT

Jim Pearce, Nancy Gibson-Fagg, Gary Gibson, Mark Ahlstrom, Ryker, McKnight, Daniel Stewart, Allen McCracken, Robert & Debby Bliss, Jim Kunz, Jerry Cottrell, Lisa Radcliffe, Roz O'Loughlin, Julie Furniss, Michel Strate, Eric Hargrove, Ricky Hatch, Laurel DeGroot, Tyler DeGroot, Jessica Deters, Adam Hensley, Doug Hale, Cindy Hale, Becky Heaton, Stephen & Syd Hensley, Sheridan Sheffield, Al Hawkins, Lorri Thurgood, Andy Kancitis, Marilyn Woolf, Connie Kaufman, Gerrine & Ted Killian, Bonnie & Bill Rembacz, Sherman & Rudy Strate, and others

I. OPENING CEREMONY

A. Call to Order

Mayor James F. Minster called the meeting to order at 6:02 pm and entertained a motion to convene.

Council Member Benard moved to convene as the South Ogden City Council, with a second from Council Member Porter. In a voice vote Council Members Strate, Porter and Benard all voted aye.

B. Prayer/Moment of Silence

The mayor led those present in a moment of silence.

C. Pledge of Allegiance

Council Member Strate directed everyone in the Pledge of Allegiance.

Mayor Minster then indicated it was time for public comments and invited anyone who wished to come forward.

Not Approved

II. PUBLIC COMMENTS

Jerry Cottrell, 5765 S 1075 E – reminded the council of a previous work session where Neil Lindberg had advised if the city was going to have conditional uses, it needed objective standards; subjective standards were an invitation to litigation. At the last city council meeting, someone had said the city standards needed to be more objective, however Mr. Bradshaw had said they needed to be flexible. No one in Mr. Cottrell's neighborhood had ever felt the city's code needed to be flexible, nor did he. The coded needed more specificity and objectivity.
Mr. Cottrell then agreed it was the city council's job to create a vision for the city, and asked if the council had done its job. If so, they needed to promulgate the vision.

Nancy Gibson-Fagg, 1061 E 5950 S – felt communication was not taking place between the city council and planning commission and staff was responsible for seeing that each was informed of what the other was doing. The two should be encouraged to share information, otherwise they are making decisions not fully knowing what the other is doing. It created a situation where a dis-jointed group of individuals were trying to run the city where only a select few had all the information. She had heard that information given to the city council was limited in order to protect them, but she felt it was wrong. She felt the city council should have administrative rights and not only legislative; it took power out of the hands of the citizens and into the hands of those they don't elect. She urged the council not to give up the administrative rights they held and become informed of what the planning commission was doing. She expected all elected officials to communicate openly and honestly, as well as the employees whose salaries they paid.

Roz O'Loughlin, 1068 E 5750 S – Citizens expect their government to be ethical, however some of her neighbors felt the city had not been honest with them. A neighbor had done a search on the city's website and returned no results for the words "ethics" and "honesty". He did find the words "trust" and "integrity" in the police department's mission statement. She felt that if ethics was important to the city, it should be stated. Other cities had returned results on all the words. She asked if the city's commitment to ethical conduct was at the appropriate level. She felt that these words should be inserted in the city's code and mission statement.

Note: Mr. Cottrell, Ms. Gibson-Fagg and Ms. O'Loughlin submitted a written version of their comments for the record. See Attachment A.

At this point, Sheridan Sheffield began comment, however it was determined that her comments would be more appropriate for the public hearing portion of the meeting.

Mark Ahlstrom, 1068 E 5950 S – lived near the monastery property. He and his neighbors are very concerned about the disposition of the issue. It seemed the people trying to purchase the property are asking the city to bend the rules to accommodate them. He had previously lived in a neighborhood where another group home wanted to come into the middle of the neighborhood. They had asked the group home buy a property closer to the edge of the town and make it smaller; they had agreed.

III. RECOGNITION OF SCOUTS/STUDENTS PRESENT

Mayor Minster invited all scouts and their leaders to come forward and introduce themselves. Council Member Porter presented each scout with a South Ogden City pin. Troop 24 was there to earn their Citizenship in the Community Merit Badge. Members of the troop were Daniel Stewart and Ryker McKnight; Allen McCracken and Jim Coombs were their leaders.

Not Approved

IV. CONSENT AGENDA

A. Approval of January 20, 2015 Council Minutes

B. Approval of January Warrants Register

C. Approval of Previously Tabled Application for a Class C Beer License for TreeO Located at 6086 Ridgeline Drive

Mayor Minster then moved on to the consent agenda. He read through the items on the consent agenda and asked if there were any questions. Council Member Strate asked a question concerning the beer license and the collection of sales tax. There were no more questions. The mayor called for a motion concerning the consent agenda.

Council Member Porter moved to approve the consent agenda, items A, B and C as listed. The motion was seconded by Council Member Strate. The voice vote was unanimous in favor of the motion.

Mayor Minster then indicated it was time to enter a public hearing and called for a motion to do so.

Council Member Porter moved to leave city council meeting and enter into a public hearing, followed by a second from Council Member Benard. All present voted in favor of the motion.

V. PUBLIC HEARING

A. To Receive and Consider Comments on Proposed Changes to Permitted and Conditional Uses in Residential Zones

Jerry Cottrell, 5765 S 1075 E – pointed out Council Member Smith had made the comment "how big is too big" when referring to churches. Mr. Cottrell felt Council Member Smith was asking the question in reference to how big too big was for the surrounding neighborhood i.e. before it changed the nature and character of the neighborhood. Mr. Cottrell said his neighborhood was not against a drug rehab facility in their neighborhood, they were against the size of the facility. The city code stated that four unrelated persons could live together as a family unit, but reasonable accommodation should be made for the disabled. Maybe the number should be larger than four, but how big was too big? As long as the city said it would allow 20 persons at the monastery, the neighborhood would oppose it. There was now a moratorium in place so the code could be re-written. No one had ever said that twenty was a good number for reasonable accommodation in a residential zone. The building code said anything over sixteen was an industrial size development, but sixteen was not an acceptable number either. If it were a commercial development, the size wouldn't be an issue, but this was a rehab hospital masquerading as a residence for the sole purpose of reaping benefit from a federal law that was written to guarantee equal access to housing, not to treatment.
Council Member Benard asked if Mr. Cottrell had any comments on the proposed amendments on the agenda.
Mr. Cottrell said the city needed to treat residences like residences and rehab hospitals like rehab hospitals. He said as the code is re-written, it addresses the issue of size.
Council Member Benard again asked Mr. Cottrell if he had comments specific to the uses in the residential zones being considered that evening. Mr. Cottrell said he trusted the council's judgment, reserving the right to disagree.

Sheridan Sheffield, 5922 S 1000 E – addressed the issue of private educational institution. She felt that public and private schools were not the same. Private schools had no

Not Approved

accountability to the public through an elected school board. It seemed the city was writing a blank check to anyone who wanted to put a private school wherever they want without regard to zoning. If a private school were to locate at the monastery property, there would be increased traffic, which was a concern to the neighborhood regardless of what went in; as a permitted use, they could say traffic would not be a problem and be allowed. A private school may not be a bad fit at the monastery, if it were limited in size. The current code was too permissive and needed to have some reasonable restrictions. She asked the council to look closely at the issue. She disagreed that because the monastery was built for a large number of nuns to live there that others should be allowed the same consideration. Only seven nuns had ever lived at the monastery and that had established the character and nature of the neighborhood.

Note: Mr. Cottrell and Ms. Sheffield submitted written versions of their comments. See Attachment B.

City Manager Matt Dixon reiterated at this point that the public hearing was about amendments to conditional and permitted uses in residential zones. The planning commission was still working on the recommendation to the fair housing act and residential facilities for disabled persons. There would be a public hearing before the planning commission on the issue. There was nothing before the council that night concerning residential facilities for disabled persons.
Council Member Strate asked if the changes concerning residential facilities for disabled persons would be codified before the end of the moratorium.

Nancy Gibson-Fagg, 1061 E 5950 S – Ms. Gibson-Fagg who had come to the podium said she would like to ask the same question. Would the planning commission be able to have the recommendation in time to go before the council and be voted on before the end of the moratorium? She said there would have to be a one day gap before another moratorium could be put in place. The city would be in the same situation it was in six months ago. She asked that the planning commission and city council both do what needed to be done in order to solve the issues before the moratorium expired. She said she might not be able to change what happened in the world, but she could change things where she lived. The city council needed to protect the neighborhoods in the city. Six months had been long enough.
Council Member Benard asked if Ms. Gibson-Fagg had any comments concerning the proposed changes that the public hearing was about. There were approximately 50 pages of amendments being considered and only one person had made comments about them. The council was looking for input concerning the amendments before them that evening.
Council Member Strate then asked Ms. Gibson-Fagg if she was generally pleased with the direction the proposed recommendations were going. She was, but said the city needed to be more specific and put a maximum size on permitted uses.
Doug Hale, 5944 S 1075 E – Mr. Hale asked the council if they wanted written suggestions. City Recorder said to accept the written suggestions, the council would need to make a motion to keep the record open. Mr. Hale said he felt they all had the same vision for the city.
Laurel DeGroot, 1079 E 5950 S – Appreciated the efforts the council was making. If they were asking for specifics, they would get it.

Mayor Minster said his job, especially with a legal issue, was to make sure that everyone was treated equally under the law. He said because he lived in the area of many in attendance that evening, it had been very hard the past eighteen months. The city had worked very hard on the issues at hand. The city had followed the processes in place when it received the conditional use application for the residential facility for disabled persons at the monastery. The city felt it had done things correctly, but since a lawsuit had

Not Approved

been filed, it was slowing things down. The mayor said no one had approached him with positive suggestions about what could be done with monastery property. The city was trying to do the right thing.

The mayor then called for a motion to close the public hearing. City Attorney Bradshaw advised that the motion include leaving the public hearing open for written comments. The council discussed how long the record should be left open, determining that it should be open until the end of the work day on Monday, February 9, 2015.

Council Member Benard moved to leave the public hearing but leave the record open until close of business on Monday, February 9th for citizens to submit written comments on the amendments; he also motioned to reconvene as the South Ogden City Council. The motion was seconded by Council Member Porter. The vote was unanimous in favor of the motion.

Note: Written comments received after the public hearing and before February 9, 2015 at 5 pm can be found in Attachment C.

VI. PRESENTATION

A. Jennifer Morrell, Weber County Elections Office – Vote by Mail Elections

Ms. Morrell acknowledged the presence of County Recorder Ricky Hatch. She was present to talk about all-by-mail elections. She said the main reason to move toward all-by-mail elections was because the voting equipment was aging. She and her staff were struggling to maintain them as they were no longer being manufactured and it was hard to find parts for them. The goal was to keep them functional until the year 2020, by which time other methods of voting would be available, including internet voting. Most states and counties were moving in the direction of vote-by-mail.

Vote-by-mail elections would allow every registered voter to receive a paper ballot in the mail, but would also allow them to come to a polling location on Election Day to vote if they chose to do so.

It was increasingly difficult to find adequate (ADA compliant) polling locations that did not include schools and churches. The number of available poll workers was declining as well, especially those who were able to handle the increasing demand of being knowledgeable in operating computers. Other benefits of vote-by-mail elections were a dramatic increase in voter turnout as well as more time for the voter to study the candidates and issues on the ballot; the ballots were sent out 30 days before the election. Convenience was also a benefit.

Some people were against vote-by-mail elections because they felt Election Day was an experience that should not be done away with; however, providing one polling location for Election Day seemed to be an answer to the issue. Others did not like vote-by-mail elections because of the perception there was in increased risk of fraud. Ms. Morell said vote-by-mail elections actually had less fraud. The costs for vote-by-mail elections might also be more than the current machine voting method, depending on the size of the city; smaller cities saw increases, while larger cities saw decreases in costs.

The council asked Ms. Morrell several questions.

VII. DISCUSSION / ACTION ITEMS

A. Discussion on 2015 Elections

Mayor Minster commented if vote-by-mail elections caused more voters to turn out, the city should consider doing it.

Not Approved

The council discussed how vote-by-mail elections changed the nature of campaigning. They said they would like to see the cost comparisons for the two types of elections. City Recorder Leesa Kapetanov informed the council the information would be available February 20th.

B. <u>Consideration of Previously Tabled Ordinance 15-05 – Amending the Consolidated Fee Schedule</u>

Mayor Minster indicated this item had been tabled at the last meeting. Staff had been directed to make some corrections and bring the fee schedule back for consideration. City Manager Dixon pointed out the changes that had been made. There were no questions or concerns voiced by the council concerning the fee schedule. The mayor called for a motion.

Council Member Benard moved to adopt Ordinance 15-05, followed by a second from Council Member Strate. There was no discussion on the motion. The mayor made a roll call vote.

Council Member Benard-	**Yes**
Council Member Porter -	**Yes**
Council Member Strate -	**Yes**

The amendments to the consolidated fee schedule were adopted.

C. <u>Consideration of Resolution 15-05 – Approving an Agreement with AirWatch for Apple Management</u>

City Manager Dixon explained the purchase of this software would allow mobile devices to be tracked and adequate security put in place to make them safe. City Information Systems Administrator Brian Minster described what the software would do in more detail. City Attorney Bradshaw pointed out there had been some changes made to the end user agreement as requested by the city. There was no more discussion so the mayor entertained a motion.

Council Member Porter moved to adopt Resolution 15-05. Council Member Benard seconded the motion. After seeing no more discussion, the mayor made a roll call vote:

Council Member Porter-	**Yes**
Council Member Benard-	**Yes**
Council Member Porter-	**Yes**

Resolution 15-05 was adopted.

D. <u>Discussion on Permitted and Conditional Uses in Residential Zones</u>

City Attorney Ken Bradshaw asked to speak to this agenda item. He noted that since the council had held the record open, they should wait to have the discussion or consider the ordinance until after they had received all the written comments. He suggested the council table both items. The council agreed. Mayor Minster called for a motion to table the ordinance.

Not Approved

E. Consideration of Ordinance 15-06 – Amending Title 10, Chapters 2,7,12 and 13 of the City Code

Council Member Porter moved to table Ordinance 15-06, followed be a second from Council Member Strate. The voice vote was unanimous in favor of tabling.
City Manager Dixon then said he had some comments he felt would be beneficial to the public, although he was sorry many had already left the meeting. First, he wanted the public to know that staff was available any time to meet with residents, provide information and explain the complex land use issues the city was currently involved in. Second, in relation to comments about the monastery property and residential facilities for disabled persons, the key thing to remember was reasonable accommodation. The monastery was an existing facility that was built to a certain size, and any applicant that would like to use the facility for a residential use for persons with disabilities could present an argument about what a reasonable accommodation for the facility was. He also wanted to make people aware that staff was looking at whether conditional uses run with the land, so even if the first applicant was no longer interested, the conditional use had been approved for the use.
Council Member Benard commented that many people had shown up at that night's meeting very angst ridden, stating that the city hadn't done anything, yet only one or two had attended any of the many meetings held the past few months when the issues had been discussed. Most of the large crowd that night had left right after the public hearing and not bothered to stay for the council's discussion on the matter. He said it was frustrating. He also had not been contacted by anyone from the neighborhood in months.
City Manager Dixon said he had made a concerted effort to speak to citizens after every difficult meeting and to make himself available. He reiterated that he and staff were accessible any time a resident wanted to talk about the issues.

VIII. DEPARTMENT DIRECTOR REPORTS

A. Chief Parke – Annual Strike Force Report

The chief gave a visual presentation (see Attachment D), showing the accomplishments of the Weber/Morgan Strike Force during the past year. Chief Parke went through the statistics, pointing out those specific to South Ogden and highlighting those he felt were important. There were no questions from the council concerning the report.

IX. QUARTERLY REPORTS

A. Andrew Hyder – Good Landlord Program

Mr. Hyder said a third letter to supposed landlords had been sent out to those who had not responded to other letters so far. He said the city had reached its goal of having contact with at least 75% of those on the landlord list. The council asked some questions concerning the other statistics in their packet. Mr. Hyder also informed the council an online version of the Good Landlord class was close to being completed.

X. REPORTS

A. Mayor – nothing to report.

B. City Council Members

Council Member Strate – asked where the city was on approval for the bathroom facility at the Nature Park. Parks and Public Works Director Jon Andersen said the county would not approve a permit for a septic tank for the facility. It must connect directly to the

Not Approved

sewer. In order to do so, the facility would need power and water. He said the issue would need to be addressed when a park committee is formed.

Council Member Benard – thanked the Youth City Council Advisors for accompanying the Youth Council to the Elected Officials Day at the State Legislature. He also asked staff to look into sound walls on Highway 89. It was his understanding that the walls were in UDOTs plan at some time and perhaps when UDOT was doing the re-alignment of Harrison Boulevard further down Highway 89, they could also do the sound walls. Mr. Benard also acknowledged the Bonneville High School Cheerleaders who had won first place in Region and State competitions.

Council Member Porter – nothing to report.

C. City Manager – referred the council to the section titled "Other Business" in his report in the packet.

D. City Attorney Ken Bradshaw – nothing to report.

XI. RECESS CITY COUNCIL MEETING AND CONVENE INTO AN EXECUTIVE SESSION

A. Pursuant to UCA §52-4-205 1(c) to discuss pending or reasonably imminent litigation

B. Pursuant to UCA §52-4-205 1(d) to discuss the purchase, exchange, or lease of real property

Mayor Minster indicated it was time to enter into an executive session and called for a motion to do so.

At 8:22 pm, Council Member Porter moved to recess council meeting and convene into an executive session. Council Member Benard seconded the motion. The vote was unanimous to move into executive session.

Note: The council moved to the adjoining conference room for the executive session. Staff present in the executive session included City Manager Dixon and City Attorney Bradshaw.

XII. ADJOURN EXECUTIVE SESSION,RECONVENE CITY COUNCIL MEETING, ADJOURN CITY COUNCIL MEETING AND CONVENE INTO A WORK SESSION

A. Discussion on City Rebranding

At 9:23 pm, the council returned to the council chambers. Mayor Minster called for a motion to adjourn the executive session.

Council Member Benard moved to leave the executive session, reconvene city council meeting, adjourn city council meeting and convene into a work session. The motion was seconded by Council Member Smith. The voice vote was unanimous in favor of the motion.

Note: The council and staff moved to the EOC Room for the work session. Mayor Minster and Council Members Porter, Benard and Strate were all present, as well as City Manager Dixon, Parks and Public Works Director Jon Andersen, Police Chief Darin Parke, and City

Not Approved

Recorder Leesa Kapetanov. Greg Lowe and Sam Demastri from Jibe Media were also present.

Greg Lowe from Jibe Media led the discussion on the city rebranding. He and Sam Demastri were there that evening to present several logo options for the council to consider. Mr. Lowe said the purpose of a logo is to distinguish a company or city from others. He then gave some instruction on how to determine what a good logo should be. He reviewed the information they had collected from a previous session with the council where the council had shared their vision of the city and what made it unique. Mr. Demastri then presented seven logos for the council to consider (see Attachment E), showing them in different ways they might be used and pointing out some unique features of each.

Each of the council members then shared their favorites or elements of logos they liked. The consensus of the council was that Jibe Media should do some more work with logos #1 and #7.

There was no more discussion. Mayor Minster called for a motion to adjourn.

Council Member Strate moved to adjourn, followed by a second from Council Member Benard. All present voted aye. The meeting adjourned at 10:11 pm.

Not Approved

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Council Meeting held Tuesday, February 3, 2015.

Leesa Kapetanov

Leesa Kapetanov, City Recorder

Date Approved by the City Council _____

Attachment A

Written Public Comments

Not Approved

I'd like to speak to two issues.

First, a few months ago I attended one of your work meetings... you were all there, I am sure you will remember the one I am referring to. Neil Lindberg was there and he said that if you have conditional uses, you need objective standards. No one asked my opinion but I agreed then and I agree now. The example he used was rather than specifying "no loud noises" you needed to say something like, "noise level shall not exceed 'x' decibels measured at 20 feet" or something like that. That standard is specific and objective. It's hard to argue about it. You get the equipment, you measure the noise and it is greater than 'x' decibels or it is not. Mr. Lindberg went on to say that subjective standards are "an invitation to litigation." We have subjective standards in our code and the City is in litigation. Do I need to connect those dots for anyone?

Now fast forward to the last City Council meeting and I recall a discussion where some on the City Council were saying that our standards needed to be more objective and I thought to myself, "That is certainly right and it is consistent with what Mr. Lindberg said." But then I was dumbfounded to hear the City Attorney seemingly advocating that the Code needs to be "flexible." I found Mr. Bradshaw's comments on flexibility ironic since it was he who said, quite appropriately, that conditional is just another way of saying permitted.

Since getting involved in trying to preserve the nature and character of our neighborhood, I have had a lot of people come up to me and tell me what they think about what the City should do or not do. It happens quite often... they stop me at the grocery store or in church. They stop me while I am driving in or out of the neighborhood. So I have a LOT of contact with my neighbors... and you know what? Not one person has ever said to me, "Jerry, I hope you will fight for more flexibility in our code." Yeah, that's what we want. Make it so incompatible uses can be squeezed into residential neighborhoods. Make it so we have to litigate to protect ourselves.

Now in fairness to Mr. Bradshaw I am not sure he was advocating flexibility; he may have been playing devil's advocate and was just providing a bit of balanced advice so that the Council could see both sides of the issue. If so, fine; that's part of his job. But if he was truly advocating greater flexibility in the code, then with all due respect, I will disagree. I think we have quite enough flexibility in our code. In fact, I think all my neighbors would agree that we have quite enough flexibility in our code. What we need is more specificity and objectivity. I urge the City Council to insist upon specific, quantifiable, objective standards. If you don't, please budget additional funds for litigation.

Second topic. Last meeting, I believe it was Mr. Dixon who mentioned that the Planning Commission wanted some guidance on a vision for the City. The Mayor seemed a bit miffed by this and he snapped, "That's our job!"

I should confess that it is my fault that the Planning Commission raised the issue since I had just spoken to them about the disconnected hodge-podge that is South Ogden and I tried to convince them that the City needs to:

- Have a vision
- Plan according to the vision
- Zone according to the plan
- and then enforce the zoning code

I told them that if the City would just do that, it would likely become the type of city that it envisioned.

Apparently they listened to me. I am flattered. So now back to the vision. I agree; it IS your job, Mr. Mayor... along with the City Council. So my question is, have you done your job? Have you created a vision? If so, great! But it is not enough to simply have a vision... you need to promulgate that vision. Then I would not find it necessary to wonder if such a vision even exists and the Planning Commission would have the guidance they are seeking. Please tell me where it is and I will help you publicize it. Thank you.

If any of us came across two toddlers fighting over a toy our immediate reaction would be to tell them to share. Sharing is a concept we were all taught from an early age and we are expected to continue throughout our lifetime. You may be asking why I'm focusing on the word share. The word "communication" comes from the Latin noun communicatio , which means to share. The concept of sharing or more specifically the concept of communication is not taking place within our own City government.

For the past 18 months myself and others have come to City Council, Planning Commission and privately held meetings and have gotten a pretty good idea of what is taking place in the City. We have stood before you and told you how we feel and made suggestions on how matters may be addressed. We have followed the proper procedures in communicating with you. The problem lies in that the communication stops at the meetings we attend. For some unexplainable reason the City Council and Planning Commission have been encouraged to not attend each other's meetings. Because of this the questions and issues that are brought up are not fully addressed between the two groups that are making decisions about our City. Ideally we would expect if the City Council and Planning Commission have been encouraged to not attend each other's meetings then Mr. Dixon should be the person responsible for making sure this information gets passed along. From a citizen sitting in the audience you only need to attend once to see that this is not happening. On more than one occasion I have seen council members and commissioners look like deer in the headlights because they have no idea what has happened in other meetings and appear to be completely uninformed. On more than one occasion I have defended both members of the City Council and Planning Commission when neighbors have put blame on you for the mess the City has gotten us into.

What is accomplished by not encouraging the City Council and the Planning Commission to work together? What do we gain if they remain separate and are not encouraged to share information?

1. The City Council and Planning Commission are making decisions without fully knowing what the other is doing.
2. Decisions are being made by a select group of individuals who are controlling what information is being given to the City Council and the Planning Commission.

Basically the situation we are in now. A disjointed group of individuals trying to run a city where only a select few have all the information.

I have heard that it is the staff's recommendation to limit information given and to limit the authority the City Council has. The reasoning was to protect the City Council. If you can't stand the heat get out of the fire. This is a dangerous path to follow when we take the administrative rights away from you the City Council and leave you only with a legislative role. This takes government out of the hands of the citizens and puts it in the hands of those we don't elect. Eventually you will be a regular citizen like myself. So I urge you while you are in the position to make a difference to not give up the administrative rights you have. Become informed on what the Planning Commission is doing and vice versa. I believe I am speaking for all those who are here that we expect those we have elected to communicate openly and honestly and those who salaries we pay to communicate openly and honestly. Given recent events we know this is not happening. There needs to be better direction given from staff and a better line of communication between the City Council and the Planning Commission.

Nancy Gibson-Fagg, 1061 East 5950 South

You can tell a lot about people just by listening to the words they use... their vocabulary. Doctors speak in the specialized language of medicine. Similarly, lawyers speak in the lexicon of lawyers. Ethicists and ethical people also have their own lexicon. When people speak of "ethics" and "honesty" it is usually because these words are considered important to them. These are words that express attributes that citizens expect of government.

I have heard things said by my neighbors indicating their concern that some of the people in City Hall have not always been as honest as we would expect them to be. I can't speak to these comments because I was not involved in every one of these discussions. But my neighbors' claims caused me to wonder if the government of South Ogden speaks with the vocabulary of ethicists.

One neighbor showed me the results of a study he did where he went first to the South Ogden website and did a key word search for the word "ethics." That search returned no results. He then searched the word "ethical" and that too returned no results. He searched the words "honest" and "honesty"... nothing and nothing. Then he wondered if these principles are so deeply ingrained that they have been codified. So he went to the city code but still got no results. How could this be?

After these unsuccessful searches, my neighbor continued searching, trying different words. When he finally tried "trust" and "integrity," he found these words in mission statements within the South Ogden Police Department. These are the only examples he was able to find. If there are others, I would appreciate knowing about them. But I would like to recognize and thank Chief Darin Parke, for publicly setting a goal of establishing trust and for creating an expectation of ethical conduct from your officers. Well done, Chief Parke. Thank you.

We thought that maybe it was unfair to expect that these words would be on South Ogden's website and we wondered what we might find on other Cities' websites. So we checked Ogden's. Ethics -- 11; ethical -- 2; Honest -- 4; Honesty -- 5. Now to be clear, this was a very shallow quantitative analysis on our part; we made no qualitative judgments on the instances of these words. But what this simple analysis did for me was it established that those words... words that are not apparently in the vocabulary of South Ogden, <u>are</u> in the vocabulary of Ogden City. But is it fair to compare South Ogden to Ogden? After all, Ogden is more than 4 times the size of South Ogden. We thought that size alone might be a factor. So we checked Washington Terrace's website. For the record, by population, Washington Terrace is about 1/2 the size of South Ogden. So if size were an important factor, we would expect the words of ethicists might appear less frequently than in Ogden or South Ogden. But what we found was that while the number of occurrences of these ethics-related words was less than Ogden, little Washington Terrace... half our size… has many more instances of these words appearing on their website. These results might surprise you; they did me. I think we need to ask if the City's commitment to ethical conduct is up to an appropriate level. If I may, for the

record, I would like to share a copy of my remarks and a table showing the occurrences of these words.

Counts are based on key word searches of the cities' websites. Searches were conducted on January 2, 2015.

Key Word	South Ogden	Ogden	Washington Terrace
Ethics	0	11	2
Ethical	0	2	1
Honest	0	4	3
Honesty	0	5	0
Integrity	2	21	7
Trust	2	16	13

Attachment B

Written Comments from Public Hearing

Not Approved

Jerry Cottrell

In the last City Council meeting, a very important point was raised by Council Member Smith... and I am sorry he is not here tonight. Actually, I think the question he raised is one of the most insightful comments I have heard here. His comment came during the discussion of churches and Council Member Smith asked this simple question comprised of just five words, "How big is too big?"

This is an important question for it makes it clear that Council Member Smith recognizes there should be a practical limit on the size of churches in South Ogden. But why should there be a limit? It's not an engineering limitation; after all, there are cathedrals in Europe that take up a whole city block... or so it seems. I know of at least one enormous church in Southern California and one in Dallas, Texas. These things are monstrous! So it's not that churches can't be built on an enormous scale and I am certain that Council Member Smith knows that.

What I believe he was saying is "How big is too big [for the surrounding neighborhood]?" Or, in other words, how big is too big before a church fundamentally changes the nature and character of a residential neighborhood? Council Member Porter also chimed in and I am sorry I can't quote you verbatim, but I believe you said something to the effect it's a size issue. No one should interpret Council Member Smith's and Council Member Porter's comments as constituting opposition to churches... but it's a size issue. How big is too big?

My neighbors and I have at times been maligned as bigots or NIMBYs or some other pejorative term as though we opposed Mr. Jorgensen simply because he wanted a drug and alcohol rehab center. I believe I have mentioned before that I have had family members in drug and alcohol rehab. Many of my neighbors who have joined in opposition to a rehab hospital in our neighborhood have also had family members in rehab... in fact, at least one of our opposing neighbors has himself been an addict who benefitted from rehab. So to assert that we oppose rehabilitating addicts is as inaccurate as asserting that Mr. Porter and Mr. Smith oppose churches.

"How big is too big?" That's the issue. It's an issue of size. If we were talking about a proposed drug and alcohol residence for a reasonable number of clients... reasonable being comparable to a typical household in our neighborhood, or any neighborhood, we would have no problems. There would be no debates, no appeals, and no lawsuits. But, "How big is too big?"

Our code says that a maximum of 4 unrelated persons can live together as a family unit. That is not an arbitrary restriction; there are reasons for that restriction and that restriction is comparable to other Utah cities. The City has every right to this restriction and even the DOJ acknowledges that FHA does not nullify zoning laws. But, reasonable accommodations should be made for the disabled. OK, so maybe the number for them needs to be a little higher than 4.

But how big is too big? Is 64 beds too big? Yes, of course! We all agree on that. Even the Planning Commission who granted a CUP concluded that 64 was far too big. But you

know what? 20 is also too big. And as long as the City sticks with 20, we will continue to oppose. Now personally, I don't fault the Planning Commission for reaching the conclusion they reached; as David L. Church[1] said, "... the planning commission , when acting as a land use authority has very little discretion on whether or not to grant or deny the permit." The Planning Commission interpreted the code as it was and they made their ruling. But at this point, we all know that Mr. Jorgensen is out, so that 20-bed CUP is basically meaningless because it is certainly not transferrable to The Pines, or to Olympus Recovery, or whatever the current buyer of the Monastery wants to call themselves.

So the Planning Commission and the City Council have an opportunity to set that history aside and ask themselves how should the code be rewritten? Remember, that's why we have a moratorium. But in considering how the code should be written, you need to ask yourself, "How big is too big?"

Now South Ogden is not the only city that has wrestled with this question. And do you know what? According to my research, not one city or county in the entire State of Utah has ever said that 20 was a good number for reasonable accommodation in a residential zone. That is completely without precedent. The International Building Code says that anything over 16 is an industrial-sized facility. Now we should not infer that 16 is the right number either, but rather that certainly nothing over 16 should ever be contemplated in a residential zone. It's an issue of size. Now, if we are talking commercial zone, no problem! 64 or 164 or 1064 can be appropriate in the appropriate zone. But let's be real clear that when we are talking about these double-digit numbers of patients, we are not really talking about residences. Show me another residence... a REAL residence in South Ogden with 20 occupants. We are talking about rehab hospitals cynically masquerading as residences for the sole purpose of reaping benefit from a federal law that was written to guarantee equal access to housing... not to treatment. It is named the Fair Housing Act... not the Fair Treatment Act. Thank you for your attention.

[1] "One Attorney's View" by David L. Church

Sheridan Sheffield
5922 S 1008 E

If having a private educational institution is considered a permitted use for the monastery property, then I have a few concerns that I would like you to consider. First off, I appreciate the efforts of the Planning Commission and the City Council as you weigh out these issues.

While it feels right to say that private schools should be treated just like public schools, as I look deeper at the issue, I realize they are not the same. For starters, if Weber County School District wants to build a new school, they study the issue and after public input, the elected school board members make a decision on the school. But with a private school there is no accountability to the public through an elected school board.

It appears that the city is writing a blank check to permit anyone who wants to put a private school wherever they want without regard to zoning. What's to stop a private school from expanding further without any rezoning, without a conditional use permit, and without any elected official having a chance to consider the effect on the neighborhood? I don't think that's what we all want.

On a state level, private educational institutions are not in the same category as public schools and charter schools. I suggest there is a reason for that. I hope you would look at this closely in considering what should be our standard in South Ogden City.

Another concern of having a private school at the monastery property is the increased traffic it would bring. This has always been a concern to the neighborhood, regardless of what goes in there. It's a problem because there is only one ingress and egress. Before a public school is built, public safety concerns are thoroughly examined. But if someone starts up a private school – whether it's in a home or whatnot, they could basically say that traffic is not their problem, the private school is a permitted use, so the City can just make it work.

In reality a private school may not be a bad fit down there - if it was limited in size in accordance to what the monastery was used as. This would alleviate traffic and safety concerns. But if there are no restrictions in the code, then anything can happen. The code is currently too permissive and we need to have some reasonable restrictions. Therefore, I urge the City Council to look closely at this issue, and to look into why the state did not grant private institutions an equal footing with public schools. Let's not rush to act irresponsibly on this issue.
Thank you

Sheridan Sheffield
5422 S 1800 E

In considering how big is too big, please remember that the reason there are limits is to protect the nature and character of residential neighborhoods. Mr. Jorgensen argued that because the City would have once upon-a-time allowed some large number of nuns to reside there, he should get the same consideration. I disagree. The nature and character of a neighborhood is determined by what actually happened, not what might have happened. Since its opening, the Monastery has housed a maximum of seven Sisters. Seven Sisters. That's what actually happened and that is what helped establish the current nature and character of our residential neighborhood.

The question is, no matter what goes down there, how big is too big? It seems we need to consider maximum standards on this site as well.

We don't want to see our residential neighborhood or any other South Ogden neighborhood corrupted by an industrial-sized rehab hospital. There are plenty of spots in the city open where businesses could operate outside of residential areas. Why do we keep entertaining the idea of putting a business in the back of a neighborhood, at the end of a street with only one ingress and egress? Please keep Council Member Smith's question in your minds... "How big is too big?" Thank you.

Attachment C

Written Comments Received After Public Hearing
and Before February 9, 2015 at 5 pm

Not Approved

Comments to City Council on the Proposed Changes

As I mentioned in my remarks on February 2, 2015, I have purposely avoided being overly prescriptive in my comments thinking that doing so may give offense to the City Council Members, all of whom, I both respect and appreciate. However, since Council Member Benard asked for specifics, I am only too happy to accommodate his request. While I often informally speak for my neighbors as well as myself in the various meetings at City Hall, in this document, I do not purport to speak for anyone but myself.

1. I never have liked the term "educational institutions". It's a mouthful to say and no one talks like that. "Billy what did you learn at your 'EDUCATIONAL INSTITUTION -- PUBLIC' today?" Don't we just mean "schools?" Why can't we just say it? The State has no problem saying that word, "school." (Utah Code Title 76 Chapter 8 Part 14 Section 1401) Additionally, it seems awkward to me to define "Educational Institutions, Public" as public schools as having a curriculum similar to that ordinarily given in grades 1 through 12 in the public school system. That's sort of like defining a Chevrolet as a car similar to cars built by Chevrolet. It's fine to use that definition for Private Educational Facilities (schools!), but for Public Schools surely we can define the term without referring to itself. On the other hand, the added exclusions to the definitions of schools (post-high school, trade school, etc.) look good! (page 70)
2. Why must a Residential Facility for Disabled Persons have more than one disabled resident? Well, I guess because "persons" is plural and "one" is not... but other than that, is the number meaningful? I like the fact that rather than inventing a definition, you are keying the definitions to state law. (page 74)
3. Conditional Use Permits -- I think my feelings are well known on this topic and I would never have wasted valuable time repeating myself. But since I have unlimited pages and pixels, I will say (as I have said before) that the City should take one of two approaches to conditional use permits. Either:
    a. Eliminate Conditional Uses altogether (my personal favorite) or;
    b. Make the conditions for approval actually mean something by establishing clear, unambiguous, objective standards.

    On the surface, SOCC 10-15-5 appears to provide protections to the nature and character of neighborhoods and I have no doubt that that was the legislative intent of that portion of the Code. But due to the vague, subjective, "flexible" terms, in actual practice, it appears to offer no real protections. It is possible that the Second District Court will see things differently, but so far, those conditions have meant absolutely nothing. SOCC 10-15-5 states that, "The planning commission shall not [underlining added] authorize a conditional use permit unless evidence [underlining added] is presented to establish [underlining added]" and then six factors are listed. When I filed a GRAMA to review the evidence the Planning Commission relied upon, it came down to Mr. Jorgensen's opinion in some cases. Perhaps if I'd gone to law school I would have learned how opinions get transformed into compelling evidence. But the bottom line is the current code offers zero protections, and as Ken Bradshaw has famously stated, "If it's permitted, it's permitted. If it's conditional, it's permitted." So if both are

permitted, why have conditional uses at all? It merely adds complexity and processes with no benefit to the community. Write good code spelling out exactly what is permitted and then everyone will know. The City Planner recently spoke at Planning Commission as though "accommodating" each and every development proposal is somehow a praiseworthy and desirable goal. I remarked later in that meeting that it seems to me that South Ogden City government is just about the most accommodating people I have ever seen! It makes me wonder what a developer would have to do to have a proposal denied. To me, this "accommodate-at-all-costs" mindset is just an invitation to unplanned and potentially incompatible development. Park City didn't become the city is today by accommodating each and every development request. They became the city they are by having a vision and limiting development to those proposals that were compatible with their vision. Cleaning up archaic definitions and such is important, but having a vision is so much more than that. (page 76)

4. Use, Permitted -- excellent addition! A great example of clarity. (page 77)
5. I am not crazy about PRUDs being permitted in R1. Is our vision for the City to be the PRUD capital of the world? My opinion is that we have enough of these in the City... but I guess that illustrates the importance of a vision. It has been said that, "If you don't care where you are going, then any road will get you there." Similarly, if you don't have a clear vision of what the City <u>should</u> be, then I guess there is a tendency to accommodate and permit most anything.
6. Eliminating Conditional Uses in R1 and R2 zones is a step in the right direction. However, it makes the proper handling of "reasonable accommodation" absolutely critical. (page 78)
7. I live in an R1-10 zone so that is the zone I am most concerned about. While the R2 - R5 changes appear to be reasonable to me, I would defer to contrary opinions (if any) expressed by residents of those zones.
8. It may surprise you, but I SUPPORT making residences for disabled persons a permitted use in R1. But "How big is too big?" I will answer that question below. (page 78)
9. Reasonable Accommodation -- The code allows for 4 unrelated persons to live together as a family. In deference to FHA, I submit the following as quite proper as reasonable accommodations to this restriction:
    a. In R1 zone, reasonable accommodation would be a maximum of 8... not that 8 would automatically be the right number, but that 8 would be the highest possible number after considering the location and the dwelling. This is twice as many as would ordinarily be allowed. Eight seems not only reasonable but very accommodating as well. Additionally, as I pointed out to the Planning Commission several months ago, US Census data shows the average South Ogden household size to be only 2.57 people per household, so this accommodation would be more than three times the average household size in our city.
    b. In R2 zone, reasonable accommodation would be a maximum of 12
    c. In R3 zone, reasonable accommodation would be a maximum of 16
    d. In R4 zone, reasonable accommodation would be a maximum of 20
    e. In R5 zone, reasonable accommodation would be a maximum of 24

10. Highland City has done an excellent job of addressing the issue of residences for disabled persons. Their code could be, and should be, a model for how our code is written to address this issue (an except of their code is attached for your convenience). Highland's code is the type of clarity and objectivity that is sorely needed in South Ogden. For example:
    a. Highland City differentiates between:
        i. Residential Facilities for Persons with a Disability -- being defined as those NOT disabled by substance abuse and/or addiction to alcohol; and
        ii. Residential Facilities for the Rehabilitation and Treatment of the Disabled, which is basically those who are disabled through their own actions and choices.
    b. Both types of residences for persons with disability are permitted in all residential zones but there are different requirements for their residence and treatment.
    c. There should be no residents on court-ordered treatment; they should all be voluntary.
    d. Residents shall not pose a threat to the safety of others or their property.
    e. Highland provides a fairly comprehensive list of impairments or limitations not covered under part (9) "Residential Facilities for the Rehabilitation and Treatment of the Disabled."
    f. Highland specifically lists licensing requirements.
    g. Residents must have achieved at least 30 days of sobriety prior to acceptance. We may think we know what "sobriety" means but perhaps a definition would be warranted. For example, if a heroin addict is prescribed methadone to help wean them off of heroin, and they have abstained from heroin, they are NOT "clean" or sober! They are using methadone!
    h. Staff is restricted on their ability to reside there.
    i. No alcohol and no controlled substances (except those who have a "valid and current prescription."
    j. Highland specifies an escalation process for handling violations of their code by those who own/operate these facilities. Compare and contrast this with our code and the CUP and you will find that both of them combined are virtually silent in this regard.
    k. There are specific requirements for drug testing; hair follicle testing for potential residents and random urinalysis for those accepted into treatment programs.
    l. Highland also specifies the manner of record keeping for drug testing.
11. Beverly Hills, California is also no stranger to drug and alcohol rehab facilities and the very real and substantial negative impacts they can have on residential neighborhoods. Their code (again, a copy is excerpted and attached for your convenience) requires consideration of the following:
    a. Whether the requested accommodation would fundamentally alter the character of the neighborhood;
    b. traffic and parking concerns;

c. compatibility with their General Plan; and
d. Whether the requested accommodation would create an institutionalized environment due to the number of, and distance between, facilities that are similar in nature or operation. What is an "institutionalized environment"? It's an issue of size as well as location. How big is too big?

While I applaud Beverly Hills' concern and attention to these very appropriate issues, I find myself wondering if these might end up being as weak and ineffective as our own SOCC 10-15-5 because like 10-15-5, Beverly Hills' code also lacks specificity and objectivity such as is found in Highland City's code. Still, there is value in Beverly Hills' code in that it points out that these concerns, ALL of which, have been repeatedly expressed by neighbors and/or me, are not extreme or unreasonable views. These concerns have been codified in the zoning laws of one of the most politically liberal and permissive cities in this country.

12. Additional concerns specific to the Monastery -- as I have said, I don't care and I don't believe the majority of my neighbors care if a rehab residence goes in there. But we don't want to see an industrial-sized rehab hospital in our neighborhood. Besides concerns over size:
    a. There should be no outpatient treatment... period. This is not something that happens in a real residence.
    b. No controlled substances should be dispensed. A residence should not be a place to go to get sober, but rather should be a place for those already sober to find support.
    c. No AA meetings or similar substance abuse meetings (other than group therapy <u>for residents only</u>)
    d. The campus should be secured.
    e. Periodic unannounced drug testing -- ONE strike and you are out.
    f. If expelled, I am not sure where residents should be taken, but they should not be released to roam the neighborhood.
    g. Regardless of use, the single point of ingress/egress (again, a topic we have raised many times) represents a real public safety concern that should suggest a lower appropriate density than what would otherwise be the case. The City Fire Chief and/or County Fire Marshall might want to weigh in. Can large trucks access? I don't know the answer to that question. But the City should have the foresight to find out.
    h. Regardless of use, if the Monastery is to be used in any way, it should be brought up to ADA standards. How ironic it would be to have a building that would potentially be occupied by disabled persons but it would not be in compliance with ADA.

I appreciate this opportunity to share my opinions with the Council and I intend to urge my neighbors to share their opinions as well. Thank you.

Highland City Development Code

Highlighting is mine; other than this highlighting, this document is, as far as I have determined, an exact copy of the original. For some reason it was difficult to copy from the original and doing so required manual formatting since it would not copy directly into my document. Any mistakes or inaccuracies are accidental and unintentional. This document can be viewed in its entirety at:

http://www.highlandcity.org/DocumentCenter/View/742

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(8) Residential Facilities for Persons with a Disability. Residential Facilities for Persons with a Disability shall be a permitted use in all residential zones and requires final zoning approval by the City Council. The building and use must comply with all of the requirements defined by this Section.

(a)"Disabled" or "Disability" under this section shall include, with respect to a person, a person who has a physical or mental impairment which substantially limits one or more of that person's major life activities or has a history of having such impairment.

(i) For the purpose of Section 3-4102(8) "Disability" does not include any disability arising from, related to, or caused by substance abuse and/or addiction to alcohol and/or a controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

A. For Residential Facilities for the Rehabilitation and Treatment of the Disabled, which treat disabled persons for the illegal use of, or addiction to, alcohol and/or any federally controlled substance, please refer to 3-4102(9).

(ii) Disabled or Disability also does not mean an impairment or limitation resulting from or related to kleptomania, pyromania, or any sexually related addiction or disorder, including but not limited to: sex and pornography addictions, transvestism, transexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders (those not resulting from physical impairments), or any other sexual behavior disorder.

(b) "Residential Facilities for Persons with a Disability" means a residence:

(i) in which one or more persons with a disability resides; and

A. is licensed or certified by the State of Utah Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities; and

B. is licensed or certified by the State of Utah Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act; and

C. is consistent with Utah Code 10-9a-520 and complies with Title 57, Chapter 21, Utah Fair Housing Act, and the Federal Fair Housing Amendments Act of 1988, 42 U.S.C. Sec. 3601 et seq.

(c) Discrimination against Residential Facilities for Persons with a Disability shall be prohibited.

(d) Residential Facilities for Persons with a Disability shall not be considered multi-family dwellings if the following requirements are met;

(i) Any Residence for Persons with a Disability shall be occupied only by individuals who are considered disabled per 3-4102(8)(a) (excluding staff members).

(ii) Occupancy by any staff member shall only be allowed if such occupancy is primarily for the purpose of serving the residents and not primarily a benefit of employment to the staff member (room and board shall not be offered as a benefit).

(e) A Residential Facility for Persons with a Disability shall meet all of the requirements of a person with a disability according to the definition of "disability" as contained in 3-4102(8)(a); and

(i) The home shall not be occupied by more than four (4) unrelated individuals living in a family type environment consistent with 10-102(12) Common Household; and

A. Any group or individual considered disabled may apply for a Reasonable Accommodation per Highland City's Reasonable Accommodation Policy and procedure; and

(ii) The owner/operator of such facilities shall provide adequate personal space for each resident.

(iii) Any Residential Facility for Persons with a Disability shall be occupied only by individuals who are considered disabled per 3-4102(8)(a) (excluding staff members).

(f) Residency within a Residential Facility for Persons with a Disability shall be strictly voluntary and not part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility, or a condition of probation/parole. A residential Facility for Persons with a Disability shall not include any persons referred by the Utah State Department of Corrections or any District or Juvenile Court.

(g) Residency within a Residential Facility for Persons with a Disability shall not be available to or occupied by any individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy could result in substantial physical damage to the property of others.

(h) Owners or operators of Residential Facility for Persons with a Disability may provide training or treatment programs for residents with disabilities provided that such training or treatment programs arein compliance with the State of Utah Department of Human Services standards as set forth in the Utah Administrative Code.

(i) Appeals. Appeals arising from any decision of the City Council with respect to a Residential Facility for Persons with a Disability may be directed to the Appeal Authority per Chapter 2, Article 3 in this Code.

(9) **Residential Facilities for the Rehabilitation and Treatment of the Disabled.** Residential Facilities for the Rehabilitation and Treatment of the Disabled shall be a

permitted use in all residential zones and requires zoning approval by the City Council; provided that the building and use is consistent with Utah Code 10-9a-520 and complies with Title 57, Chapter 21, Utah Fair Housing Act, and the Federal Fair Housing Amendments Act of 1988, 42 U.S.C. Sec. 3601 et seq.

(a) Residential Facilities for the Rehabilitation and Treatment of the Disabled under this section shall mean, with respect to a person, a person who has a physical or mental impairment which substantially limits one or more of that person's major life activities arising from, related to, or caused by use of, and/or addiction to, alcohol and/or any federally controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

(i) Disabled or Disability under this section does not mean an impairment or limitation resulting from or related to kleptomania, pyromania, or any sexually related addiction or disorder, including but not limited to; sex and pornography addictions, transvestism, transexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders (those not resulting from physical impairments), or any other sexual behavior disorder.

(b) "Residential Facilities for the Rehabilitation and Treatment of the Disabled" means a residence:

(i) in which one or more persons with a disability resides; and

A. is licensed or certified by the State of Utah Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities; and

B. is licensed or certified by the State of Utah Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act; and

C. is consistent with Utah Code 10-9a-520 and complies with Title 57, Chapter 21, Utah Fair Housing Act, and the Federal Fair Housing Amendments Act of 1988, 42 U.S.C. Sec. 3601 et seq.

(c) Discrimination against disabled persons or against Residential Facilities for the Rehabilitation and Treatment of the Disabled shall be prohibited.

(d) Residential Facilities for the Rehabilitation and Treatment of the Disabled shall not be considered multi-family dwellings if the following requirements are met;

(i) Any Residential Facility for the Rehabilitation and Treatment of the Disabled shall be occupied only by individuals who are considered disabled per 3-4102(9)(a) (excluding staff members) and meet the following conditions:

A. Individuals have been diagnosed with an addiction to alcohol or a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802);

B. Individuals are unable to abstain from the use of alcohol or controlled substances without the structured supportive setting offered by a residence for the disabled; and

C. Individuals have completely abstained from the use of alcohol and all controlled substances for a continuous period of at least

thirty (30) days immediately prior to becoming a resident of the home.

D. All residents in the home must completely abstain from using alcohol and controlled substances during the period that they are residents in the home. Any resident of a Residential Facility for the Rehabilitation and Treatment of the Disabled who uses alcohol or a controlled substance, whether on or off the premises, shall be immediately expelled from the home and shall not be readmitted for a period of at least 30 days following the violation. However, nothing contained herein shall be construed to prohibit a resident from taking a prescribed medication for which a resident has a valid and current prescription.

(ii) Occupancy by any staff member shall only be allowed if such occupancy is primarily for the purpose of serving the residents and not primarily a benefit of employment to the staff member (room and board shall not be offered as a benefit).

(e) A Residential Facility for the Rehabilitation and Treatment of the Disabled exceeding four (4) unrelated persons shall meet all of the requirements of a person with a disability according to the definition of "disability" as contained in 3-4102(9)(a); and

(i) The home shall not be occupied by more than four (4) unrelated individuals living in a family type environment consistent with 10-102(12) Common Household; and

A. Any group or individual considered disabled may apply for a Reasonable Accommodation per Highland City's Reasonable Accommodation Policy and procedure; and

(ii) The owner/operator of such facilities shall provide adequate personal space for each resident.

(f) Residency within a Residential Facility for the Rehabilitation and Treatment of the Disabled shall be strictly voluntary and not part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility, or a condition of probation/parole. A Residential Facility for the Rehabilitation and Treatment of the Disabled shall not include any persons referred by the Utah State Department of Corrections or any District or juvenile court.

(g) Residency within a Residential Facility for the Rehabilitation and Treatment of the Disabled shall not be available to or occupied by any individual whose tenancy could constitute a direct threat to the health or safety of other individuals or whose tenancy could result in substantial physical damage to the property of others.

(i) The owner/operator of a Residential Facility for the Rehabilitation and Treatment of the Disabled shall have conducted an individualized assessment of each person desiring to become a resident of the facility to determine if such person would constitute a threat prior to allowing occupancy of the facility by such a person.

(ii) The assessment shall be conducted by a properly licensed psychologist, social worker or other licensed individual qualified to perform such assessments properly licensed in the State of Utah.

A. Assessments shall include, but not be limited to, consideration of such things as past criminal histories and/or violent acts of the individual, the amounts of time that have lapsed since such acts, and treatments the individual has received.

B. Evaluations of individuals who have committed acts of sexual aggression or criminal sex acts shall also include psycho-sexual evaluations by a licensed psychiatrist or an individual holding a PhD in psychology.

C. No individual determined to pose a risk for commission of sexual offenses, or being classified as having predatory tendencies may be accepted as a resident.

(h) Owners or operators of Residential Facilities for the Rehabilitation and Treatment of the Disabled may provide training or treatment programs for Residential Facilities for the Rehabilitation and Treatment of the Disabled provided that such training or treatment programs are in compliance with the State of Utah Department of Human Services standards as set forth in the Utah Administrative Code.

(i) No alcohol or controlled substance shall be allowed on the premises of the Residential Facilities for the Rehabilitation and Treatment of the Disabled; however, nothing contained herein shall be construed to prohibit a resident from taking prescribed medication for which a resident has a valid and current prescription. A first violation of this requirement shall result in a warning to the occupancy permit holder. A second violation occurring within a twelve month period shall result in a fine of five hundred dollars ($500) to the occupancy permit holder. A third violation occurring within a twelve month period shall result in the revocation of a occupancy permit to operate a Residential Facility for the Rehabilitation and Treatment of the Disabled and no occupancy permit shall be reissued to the occupancy permit holder (or principals of the occupancy permit holder if the occupancy permit is an entity) for a period of at least one year following such revocation. The City shall have the right to deny an annual occupancy permit to any individual or entity that has had more than one revocation of an annual occupancy permit to operate a residence for the disabled.

(i) The annual occupancy permit holder shall be required to perform a hair follicle test on each potential resident before allowing such person to become an occupant in a Residential Facility for the Rehabilitation and Treatment of the Disabled.

A. The annual occupancy permit holder shall not allow any person whose test results indicate the use of alcohol or drugs in the previous thirty (30) days to become an occupant of the home.

(ii) The annual occupancy permit holder shall conduct random urinalysis testing (or other equally effective testing methods) on each of the residents at least once per week to verify ongoing abstinence from alcohol and drugs.

A. Any resident who test positive for alcohol or drugs or who refuses to submit to a test shall be immediately expelled from the home.

(iii) The annual occupancy permit holder shall maintain records of the initial testing results and the ongoing test results and shall submit to the City a monthly report representing an accurate accounting of these tests.

A. The method and frequency of testing procedures must be included in a Policy and Procedures manual presented along with the application for an annual occupancy permit.

(iv) The owner/operator shall provide to the City a monthly running report for each occupant identifying the time, date, and result of each assessment completed.

(j) Appeals. Appeals arising from any decision of the City Council with respect to a Residential Facility for the Rehabilitation and Treatment of the Disabled Facility may be directed to the appeal authority per Chapter 2, Article 3 in this Code.

Beverly Hills, California City Code 10-3-3674

The reasonable accommodation shall be approved, with or without conditions, if the reviewing authority finds, based upon all of the evidence presented, that all of the following findings can be made:

D. The requested accommodation will not require a fundamental alteration to the city's zoning or building laws, policies, and/or procedures, as defined in the fair housing laws. In considering whether the accommodation would require such a fundamental alteration, the reviewing authority may consider, among other factors:

1. Whether the requested accommodation would fundamentally alter the character of the neighborhood;

2. Whether the requested accommodation would result in a substantial increase in traffic or insufficient parking;

3. Whether the requested accommodation would substantially undermine any express purpose of either the city's general plan or an applicable specific plan; and

4. Whether the requested accommodation would create an institutionalized environment due to the number of, and distance between, facilities that are similar in nature or operation. (Ord. 12-O-2634, eff. 1-4-2013)

Leesa Kapetanov

From:	breeann.alpinechurch@gmail.com on behalf of BreeAnn Duran <Bree.fusionyouth@gmail.com>
Sent:	Monday, February 09, 2015 7:37 AM
To:	Leesa Kapetanov
Subject:	Last weeks council meeting

South Ogden City
I think everyone in our neighborhood as well as other South Ogden neighborhoods would agree that we don't want anything more than an 8-bed facility operating in the monastery. If we keep the numbers low, as the monastery was used by the seven sisters who lived there, then traffic will be at a minimum and our neighborhood won't be compromised.

Thank you for taking our thoughts into consideration!

Duran's

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Leesa Kapetanov

From: Cindy Hale <cyn.hale@comcast.net>
Sent: Monday, February 09, 2015 6:22 AM
To: Leesa Kapetanov
Subject: Monastery property

Dear Mayor and City Counsel Members,
I agree with my neighbors that we need to keep the Monastery Property congruent with the surrounding residential area that has been established there a lot longer than the Monastery. You asked what we want there-I do not think throwing out that question in general is the best way to approach the issue. I think the best way and probably the way to make the whole situation better is to elect a group of citizens, City Counsel Members and Planning Commission Members to actually study what the best possible answer is to your question.
I also would like to see that the Planning Commission become an advisory part of land uses and have the City Counsel have the final vote on these issues. We elect the Counsel Members and they are the ones that need to make the final decisions.
I have one last question-why is the city working so hard and spending so much money on legal fees to support and help the Sisters to sell their property? I have yet heard that answer from anyone. If I could get that answer from one of my Counsel Members and/ or the Mayor I would greatly appreciate a response.
Thank you for your time.
Sincerely,
Cindy L. Hale
1075 East 5944 South
Sent from my iPad

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Leesa Kapetanov

From: Nanette Stenquist <nstenquist@comcast.net>
Sent: Monday, February 09, 2015 5:55 AM
To: Leesa Kapetanov
Subject: Monastery Property

I support and agree with Mr. Cottrell's statements that were sent to all of us a few days ago about the monastery property and think it should be limited to an 8-bed facility to keep traffic at a minimum in our neighborhood.

Thanks for listening,

Nanette Stenquist
5821 S. 1050 E.
South Ogden, Utah 84405
801-726-9263

Leesa Kapetanov

From: Rebecca Heaton <rheaton1@me.com>
Sent: Sunday, February 08, 2015 11:06 PM
To: Leesa Kapetanov
Subject: Monastery Property

We are in agreement with Mr. Cottrell's remarks regarding changes in the South Ogden City code concerning the Monastery property. Thank you,

Brian and Becky Heaton
Sent from my iPhone

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Leesa Kapetanov

From:	tylerdegroot@comcast.net
Sent:	Sunday, February 08, 2015 9:48 PM
To:	Leesa Kapetanov
Subject:	Comments on Amendments

During the city council meeting held on 3 Feb 2015 the council decided to extend the time for input on the proposed amendments concerning zoning in our city. As we have considered what we might share, we read the comments that Jerry Cottrell provided. We appreciate what he had to say and support his recommendations, as we feel many of our neighbours do.
Thank you,
Tyler and Laurel DeGroot
1079 E 5950 S
South Ogden

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Leesa Kapetanov

From: Marilyn Woolf <gmwoolf@msn.com>
Sent: Sunday, February 08, 2015 6:50 PM
To: Leesa Kapetanov
Cc: Woolf Gordon
Subject: Changes to code and misc.

1. May I first say it was an interesting eye opener to read all the minutes/agendas/notes and the myriad of issues that the city council are presently dealing with. I give a heartfelt thank you to all of you for the hours you spend on behalf of our city.

2. I am sorry to point out that the young scout Daniel Stewart deserved a better answer to his question about shooting air guns in his backyard than that he might shoot out an eye. Surely there are by laws and codes that could have been pointed out to him and perhaps talking about safety in general. A committed dedicated young man like him deserved more.

3. With regards to the monastery property I have attempted to read and decipher the 53 pages with changes that the council has worked on but at this point with my lack of time and expertise I bow deferentially to Jerry Cottrell and his comments. Please listen to him and know that he speaks for many of us. I totally concur with him about the lack of vision and am dismayed at the number of 'medical' facilities that are going in

4. I have attended all,of the meetings and heard my neighbors speak passionately but reasonably and intelligently on this issue but I have never heard the mayor or a member of council speak up to say we are listening and want to take care of the people who elected us. You sit there and listen but I see no reaction and very little action.

So thank you for the changes that are being made but please keep in mind the people of South Ogden not the businesses that are trying to bend the rules to get here.

Marilyn Woolf
5932 S 1100 E
S Ogden Utah

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February 8, 2015

Council Members,

I too, like Mr. Cottrell have hesitated in giving specific recommendations on tightening our City code but I appreciate the opportunity you have given the neighbors to give our suggestions. Because of your limited time in reviewing the information coming in and needing to make many decisions in a short amount of time I don't want to repeat what others have said. I would like you to know that I fully support all the specifics Mr. Cottrell has pointed out in his letter to you. I have read the Highland City Development Code and the Beverly Hills, California City Code 10-3-3674 and agree with all the points that Mr. Cottrell highlighted.

Thank you for giving the neighbors a chance to voice their concerns and ideas.

Nancy Gibson-Fagg
Jeff Fagg

Comments on City Council meeting Feb. 2 2015
Andy Kancitis 1051 E 5800 S South Ogden UT

General Statement: I have lived at the current address since April 2002. Before my wife arrived, I spent several months preparing for our move from Northern Virginia and lived alone until my wife could join me. During that time I attended Morning Prayer with the Sisters at the Convent. I came to appreciate them for their continuing support to the community. The Monastery was their residence; it was **not** a commercial facility. It was their home in our neighborhood just like the homes of our other neighbors.

Putting a commercial facility into the middle of a residential neighborhood is not consistent with the life style that we expect.

That said, I agree that if changes to the city code are anticipated then those changes should decrease the ambiguity of the code so it is not left open to interpretation by anyone. I believe, as stated at the meeting, and subsequently provided for review by community members, that the Highland City Development Code goes a long way to resolve some of the issues we have faced in the last few months. In addition, I have reviewed your proposed changes and the changes suggested by Jerry and concur with his comments.

Respectfully Yours,
Andy Kancitis

February 7, 2015

Subject: Proposed changes to the Zoning,

Dear Mr. Mayor and Members of the City Council,

Thank you for allowing public input into proposed changes for our current zoning requirements. As we are all aware, this has been an issue of concern now for many months. My hope is that we can get it right! The decisions to be made by this Council can and will affect every citizen in ways we cannot even anticipate. Let's make sure that your vote on the issue is well thought out, well debated, and looks out for the interest of the city and the citizens now and into the future.

Since I have commented extensively in the past to this audience, I choose to keep my thoughts focused and to the point. I have just three issues to bring up, which are the crux of the proposed zoning changes. These issues revolve around R-1-10 zoning in and around the monastery, the unregulated nature of safe houses within residential areas of our city and proposed annexation of property around our city.

Here are my thoughts:

- As to the monastery property, I think it important to consider rezoning it back from conditional usage to that of a R-1-10 zoning. This would keep the neighborhood usage residential which is how the neighborhood has operated for the last twenty years. The current CUP was for that purpose as the Nuns have lived there and used the property as a primary residence since the structure was completed. Unless you have further proof in your files on the CUP, it would be clear that was the total intention of the Nuns when the permit was filed.

- The safe house issue has become an issue throughout the state and country. It has started to affect every community wherein Fair Housing laws have not been properly defined. The lack of regulation can lead to chaos within a city.

  How have cities addressed the issues while making sure that they themselves do not discriminate? By closely defining the laws, you can protect those to whom the law was intended. The important phrase is "Closely defining the law of Fair Housing", not leaving the City zoning vague and subject to interpretation.

  There are plenty of good zoning requirements that have been thoroughly reviewed in other cities in our State. Such a city would be Salt Lake City or some of their neighboring cities in that valley. There is not a need to re-create the wheel when others have already done it for you. Let's adapt their language, and tweak it if necessary. But I doubt it will need much.

- Annexation can and will change the dynamics of the city if properly done. The zoning requirements define the city. Annexation can grow the city in positive ways, increase the tax base, while helping to justify the costs of services we provide. Within every city, there are economies of scale.

  Zoning builds around the vision the city chooses to have of itself. For example, Park City has zoning that requires a certain look to the city. It is based around a mountain area design look that appeals to people as a destination place. It attracts business based on a comprehensive plan which includes shopping districts, recreation, a wholesome environment, cleanliness, and overall appeal of the town and the residences. They have become a worldwide destination point, primarily because of good zoning and a vision.

  Reviewing any proposed properties for annexation that can enhance the image and further the vision of the community should always be paramount in our thinking. The regulations we impose help to create the city we want and help us define ourselves.

As elected officials of the city, **I would hope you take seriously the task of defining our vision** and of creating that vision through proper planning and regulation. We need zoning that protects the community and the people.

It is not okay to say, "Let's approve the changes and then we will modify them later", after we figure it out. That is how people and leaders operate when there is no vision! They just sail in into the sea without rudder or compass knowing that any direction is just good enough.

I know that everyone on the City Council cares about this city. Please show it in your decision regarding zoning.

Best wishes,

Gary Boyer

5925 S. 1075 E.

Ogden, Utah 84405

Leesa Kapetanov

From: lanetteweeks@comcast.net
Sent: Monday, February 09, 2015 10:04 AM
To: Leesa Kapetanov
Subject: I support Mr. Cottrell's statements

Dear South Ogden City Council,
I support Mr. Cottrell's statements in regards to the Monestary property.
Thanks,
Lanette Weeks

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Leesa Kapetanov

From: steve hensley <slhensley6675@gmail.com>
Sent: Monday, February 09, 2015 10:41 AM
To: Leesa Kapetanov

I support jerry cotrell 100 percent. I do not want to specify a particular project to go in the monastary property as you may have 150 different. Suggestions. I am looking for a residental zoning. Then if. They try and put anything that is not supposed to be there we can battle those problems on an individual basis.stephen hensley

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Leesa Kapetanov

From: Sydnee Hensley <sydnee_hensley@hotmail.com>
Sent: Monday, February 09, 2015 11:09 AM
To: Leesa Kapetanov
Subject: Monastery Property Concerns

Sent from my iPad. I have listened w interest to the comments and rebuttals concerning the proposed changes for the monastery property. I would hope that as a council you would be honest and forthright in your doings and sayings. We hear often in the news of the power hungry officials who have their own agenda and little regard to the wishes and concerns of those they represent. I am undecided on if I feel this applies to you or not but I do feel unsettled and a bit apprehensive. It is a sad thing when citizens cannot trust their government to act in their best interest. You do not represent anyone other than citizens of So Ogden City. You have powers to enhance or destroy our wonderful city. Zone correctly. Keep residential neighborhoods a place where there a feeling of peace and calm, where children can safely play; where the elderly can walk without the fear of traffic; where noise is kept to a minimum; in general , a place that is "of good report or praiseworthy". Again I urge you to zone correctly remembering who you represent. Keep the integrity of neighborhoods. Put business' in the correct areas.

I agree with the comments of Jerry Cottrell. I hope that integrity will be foremost in your dealing with us. I also urge integrity to be expected of city employees.

Thank you for your time and efforts.

Sydnee Hensley
1071 E. 5950 S.

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Comments to the South Ogden City Council
Proposed Zoning Changes
9 Feb 2015

I have reviewed the South Ogden City Council's proposed zoning changes and have some general and specifics comments.

General Comments

First of all I appreciate Jerry Cottrell's efforts in describing specific changes and agree with most of his comments. In Mr. Cottrell's comments he references Highland City's Code, which is very specific and tries to tightly define specific entities (i.e. disabled persons). I believe that something like this is needed for South Ogden. By providing a "tighter" definition, the City will hopefully avoid future litigation. Reasonable Accommodation also needs to be addressed. How many persons are allowed in each zone? Size is an issue and will define what is actually permitted and where. I really liked what Mr. Cottrell referenced in Section 10 of his comments, addressing Highland City's Code describing Residential Treatment Facilities and specific conditions and factors related to their use.

Though SOCC 10-15-5 tries to protect "the nature and character" of neighborhoods, I think it is lacking. In the case of the Monastery property, there were six factors that supposedly were considered for issuance of a conditional use permit. Aside from stating that they were considered, I've never seen any evidence that they were studied. As I mentioned in a prior letter, more consideration was given to a "bus stop" than putting a commercial hospital in a neighborhood. I think studies should be required, dependent upon the desired use. Also, another thing that is lacking is a viable business plan. Why should we let just anyone set up shop in South Ogden? Do they have a viable business case built on need, management and experience or do we just want a lot of failed businesses and then have to figure out what to do with property after they're gone?

In summary, provide better clarification on definitions; uses permitted in each zone; number of persons allowed in each zone; define reasonable accommodation and what it means for South Ogden; require studies for uses that drive impacts (make petitioners pay for them); and require business cases/plans.

Specific Comments

Page 58 Definitions

Disabled Person: See Highland City Development Code (8)ai-ii –which tries to clarify disabilities verses bad behavior and habits

Page 70 Definition of Family – last sentence, should probably define how many persons make up a "group"

Page 76 Use, Conditional

First, I like the recommendation of eliminating Conditional Use permits in R-1 and R-2 zones. However, if you do have them in other zones there needs to be a "time or "length" stipulation. Just like the war in Afghanistan, the US needed an exit strategy. What happens when the organization for which the original use was granted goes out of business? Now the door is open for whatever else wants to go in?

Add a description of the different zones. After Definitions, include a summary description, that way it sets the stage for the reader, and/or something to refer back to.

Uses permitted in each zone – I didn't see any changes in any of the zones for any specific uses. Just due to time and changes, I'd expect some uses to be non-applicable now. I'd recommend reviewing the uses for each zone to determine currency and applicability with South Ogden's planning vision. This goes to PRUDs being permitted in an R-1 zone.

Leesa Kapetanov

From: DebbyBliss@aol.com
Sent: Monday, February 09, 2015 2:19 PM
To: Leesa Kapetanov
Subject: Monastery property

Dear Leesa Kapaenov,

Last Tuesday, February 3, 2015 we attended the City Council meeting, held at 6 p.m. in City Hall. Several of the neighbors spoke about our concerns with the Monastery property. Some of the council members asked for input on how the city code should be rewritten.

We agree with the concerns of our neighbors. We are concerned about the upcoming expiration of the moratorium. The new code needs to be in place before the March 1, 2015 deadline.

Please understand that we value our neighborhood as it currently is, a quiet place to live, with minimal traffic. Size does matter to us concerning the sale of the Monastery property. Please do not allow more people to live on the property than were there when the seven Sisters were in residence. This will preserve the nature and character of our quiet neighborhood.

Thank you.

Bob and Debby Bliss
1062 East 5900 South
South Ogden, Utah 84405

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Leesa Kapetanov

From: Eric and Tami Hargrove <tehargrove@gmail.com>
Sent: Monday, February 09, 2015 3:25 PM
To: Leesa Kapetanov
Subject: The Monastery property

Ms. Kapatenov,

I just wanted to drop a quick note to say I fully support Mr. Cottrell's position regarding the monastery property.

Mr. Richard Reeve, another concerned neighbor, was able to articulate my sentiment pretty much perfectly when he stated the qualities of the property that made it attractive as a site for a monastery are now making the sale of the property difficult to sell. This should not be a reason for an exception to zoning or policy or the basis for a conditional use permit. This ingress/egress will be problematic for any entity with a large number of beds. To quantify my definition of large, I would say anything larger than eight beds is large in this context and could potentially alter the character of our neighborhood.

Respectfully,

Eric Hargrove
6035 Park Vista Drive
South Ogden, UT 84405
ph: 801-920-5128
fax: 801-340-3326

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Leesa Kapetanov

From:	brembacz@comcast.net
Sent:	Monday, February 09, 2015 3:28 PM
To:	Leesa Kapetanov
Subject:	Comments on Proposed Changes to Permitted and Conditional Uses

Lessa,
Would you please pass this on to the City Council. Thanks

South Ogden City Council,
We were in attendance at the City Council Meeting on 3 February and this letter is in response to your statement that you were looking for input from the residents of South Ogden relative to the Proposed Changes
to Permitted & Conditional Uses in Residential Zones. Taking this to heart we reviewed your proposed changes and needless to say it was somewhat overwhelming to us as average residents. Mr. Jerry Cottrell forwarded us the letter he wrote to you concerning your request for input and he indicated that although all within were his ideas and feelings, if his neighbors felt the same way they were free to pass their agreement on to you. Rather than reiterate his letter please know that we are in full agreement with what he wrote. Especially if CUP's cannot be eliminated then you should "make conditions for CUP applications actually mean something by establishing, clear, unambiguous, objective standards." The statement he made during his presentation on the 3rd and stated in his letter "how big is too big?" is exceptionally apropos and should be frequently asked when you are considering your proposed changes. We would like to thank you for seeking resident input and all of the effort and time you are dedicating to developing these changes and making them meaningful in the future development of South Ogden.
Thank You

Bonnie and Bill Rembacz
5725 South 1075 East

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Leesa Kapetanov

From: Kimberly Didier <dda724@gmail.com>
Sent: Monday, February 09, 2015 3:53 PM
To: Leesa Kapetanov
Subject: zoning

February 9, 2015

South Ogden City

Mayor, City Council Members, and Members of the Planning Commission,

Thank you for the extending the opportunity to voice our opinions on the Monastery property and the changes in zoning for South Ogden City. We were out of town at the last meeting but, we have had the opportunity to read over what was said by our neighbors and members at the meeting. I expressed at the last meeting I attended that "you the city need to listen to your neighbors" the very people that elected you.... the people you are there to serve, protect our interests, protect our property values and our way of life in this our city. I said "there are some very smart, well educated, and insightful people that have good ideas for the city." We sincerely hope you do listen to what we all have to say. Mr. Cottrell has gone way above and beyond with his research and has some extremely good ideas for the city. He has spent countless hours along with many other neighbors to come up with good solid zoning for South Ogden City, some very very good ideas indeed! We cannot agree more with what he has said to you in his last letter to the city. For starters completely doing away with CUP's. What is the use of having zoning laws if all an individual has to do is file a CUP and "poof" it is permitted. This doesn't just apply to the Monastery property it applies to all zoning in South Ogden or any city for that matter. It is something that should never be permitted.

The Monastery is an unusual property. But, it is still in a R1 zone....period. Yes, the nuns...sisters...live together as a family unit so it was permitted to have more than 4 non related people living there. But, at its highest concentration I believe there were never more than 6 possibly 7 sisters living there, never causing problems with traffic, safety issues or any of the many other concerns that a commercial facility would surely cause.

Is is definitely time for South Ogden City to do away with their archaic zoning laws and do what's best for our neighborhoods and the people that make this city a wonderful place to live. Pocket zoning and CUP's are definitely not the answer. Zone according to the plan and enforce the code.

1

Thank you for your time and the efforts being made to attain proper zoning for South Ogden City.

Regards,

Norb and Kim Didier

5979 South 1055 East

South Ogden, Utah 84405

Leesa Kapetanov

From: MICHAEL BARNES <bmwbarnes@msn.com>
Sent: Monday, February 09, 2015 4:00 PM
To: Leesa Kapetanov
Subject: Pleasant Valley Neighborhood

Rather than send lengthy comments I want you to know I support Mr Cottrell's remarks and position concerning the monastery property.

Sent from my iPhone

1

Leesa Kapetanov

From: WILLIAM SHEFFIELD <wssheffield@msn.com>
Sent: Monday, February 09, 2015 4:15 PM
To: Leesa Kapetanov
Subject: Input on proposed changes to zoning

Lisa,
I would like to submit my thoughts concerning the proposed changes to the zoning ordinance, specifically in regards to the Monastery property. I agree with Mr. Cottrell's remarks sent earlier and want to reiterate a few of the things that I feel are important.

I think that SOCC 10-15-5 should not be so vague and flexible, but made to give more protections to the neighborhoods of the city. I believe that we should have code that spells out exactly what is permitted and then everyone will know. We don't need to leave the code to interpretations by lawyers and businessmen. Let's be specific. I very much favor following the Highland City Code and how it was written for residences for people with disabilities. I suggest that we use their code as a model in writing our code. It has clarity and objectivity that we need here in South Ogden City. Mr. Cottrell has sent you copies of the Highland City Code that we are recommending for you to review.

I also do not think it is necessary to accommodate every developer's proposal. In fact It seems South Ogden City has no master plan or vision for the city to help direct projects as they are proposed. Are we just accepting developments so that it increases our tax revenue? Sometimes it seems like things are kind of hodge podge in the city. I'm sure we must have a master plan, but maybe we need to revisit it to make it compatible with how we live today and will want to in the future. Other cities make developers include parks and trails as part of their development plan in a community. I wish we would have done something like that years ago. We would all love to have more trails and parks connecting through the neighborhoods.

Also, I want to address the topic about schools. The Highland City Development Code also includes code for schools in a neighborhood, including the importance of looking at ingress/egress and traffic circulation. It is found beginning at 3-4943 in Highland City Code. We would be wise to adopt their wording in the code regarding schools and also make sure we address the private school factor as well.

Lastly, I believe that a reasonable accommodation in an R1 zone would be a maximum of 8 people. I hope you take that into consideration in whatever code you propose, as well as other code needed to limit traffic to a minimum in a residential neighborhood. Putting a large business or school at the end of a street in a residential area with only one egress/ingress is not acceptable. I know Mr. Minster said he did not want homes built on the property, but that would be my preference over a large group home or a private school because it keeps the integrity of the neighborhood intact. The traffic from the homes would be better than traffic to and from a school or rehab facility.

Thank you for your consideration,

Sheridan Sheffield
5922 S 1000 E
South Ogden, UT 84405

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2

Leesa Kapetanov

From: Ashley Andersen <ashtandersen@gmail.com>
Sent: Monday, February 09, 2015 4:41 PM
To: Leesa Kapetanov
Subject: Changes to city code

South Ogden City Council

These are my comments:

1. Highland City has done an excellent job of addressing the issue of residences for disabled persons. Their code could be, and should be, a model for how our code is written to address this issue (an except of their code is attached for your convenience). Highland's code is the type of clarity and objectivity that is sorely needed in South Ogden. For example:
   a. Highland City differentiates between:

      i. Residential Facilities for Persons with a Disability -- being defined as those NOT disabled by substance abuse and/or addiction to alcohol; and

      ii. Residential Facilities for the Rehabilitation and Treatment of the Disabled, which is basically those who are disabled through their own actions and choices.

   b. Both types of residences for persons with disability are permitted in all residential zones but there are different requirements for their residence and treatment.
   c. There should be no residents on court-ordered treatment; they should all be voluntary.
   d. Residents shall not pose a threat to the safety of others or their property.
   e. Highland provides a fairly comprehensive list of impairments or limitations not covered under part (9) "Residential Facilities for the Rehabilitation and Treatment of the Disabled."
   f. Highland specifically lists licensing requirements.
   g. Residents must have achieved at least 30 days of sobriety prior to acceptance. We may think we know what "sobriety" means but perhaps a definition would be warranted. For example, if a heroin addict is prescribed methadone to help wean them off of heroin, and they have abstained from heroin, they are NOT "clean" or sober! They are using methadone!
   h. Staff is restricted on their ability to reside there.
   i. No alcohol and no controlled substances (except those who have a "valid and current prescription."
   j. Highland specifies an escalation process for handling violations of their code by those who own/operate these facilities. Compare and contrast this with our code and the CUP and you will find that both of them combined are virtually silent in this regard.
   k. There are specific requirements for drug testing; hair follicle testing for potential residents and random urinalysis for those accepted into treatment programs.
   l. Highland also specifies the manner of record keeping for drug testing.

2. Beverly Hills, California is also no stranger to drug and alcohol rehab facilities and the very real and substantial negative impacts they can have on residential neighborhoods. Their code (again, a copy is excerpted and attached for your convenience) requires consideration of the following:

    a. Whether the requested accommodation would fundamentally alter the character of the neighborhood;
    b. traffic and parking concerns;
    c. compatibility with their General Plan; and
    d. Whether the requested accommodation would create an institutionalized environment due to the number of, and distance between, facilities that are similar in nature or operation. What is an "institutionalized environment"? It's an issue of size as well as location. How big is too big?

    While I applaud Beverly Hills' concern and attention to these very appropriate issues, I find myself wondering if these might end up being as weak and ineffective as our own SOCC 10-15-5 because like 10-15-5, Beverly Hills' code also lacks specificity and objectivity such as is found in Highland City's code. Still, there is value in Beverly Hills' code in that it points out that these concerns, ALL of which, have been repeatedly expressed by neighbors and/or me, are not extreme or unreasonable views. These concerns have been codified in the zoning laws of one of the most politically liberal and permissive cities in this country.

3. Additional concerns specific to the Monastery -- as I have said, I don't care and I don't believe the majority of my neighbors care if a rehab residence goes in there. But we don't want to see an industrial-sized rehab hospital in our neighborhood. Besides concerns over size:
    a. There should be no outpatient treatment... period. This is not something that happens in a real residence.
    b. No controlled substances should be dispensed. A residence should not be a place to go to get sober, but rather should be a place for those already sober to find support.
    c. No AA meetings or similar substance abuse meetings (other than group therapy <u>for residents only</u>)
    d. The campus should be secured.
    e. Periodic unannounced drug testing -- ONE strike and you are out.
    f. If expelled, I am not sure where residents should be taken, but they should not be released to roam the neighborhood.
    g. Regardless of use, the single point of ingress/egress (again, a topic we have raised many times) represents a real public safety concern that should suggest a lower appropriate density than what would otherwise be the case. The City Fire Chief and/or County Fire Marshall might want to weigh in. Can large trucks access? I don't know the answer to that question. But the City should have the foresight to find out.
    h. Regardless of use, if the Monastery is to be used in any way, it should be brought up to ADA standards. How ironic it would be to have a building that would potentially be occupied by disabled persons but it would not be in compliance with ADA.

Thank you,

Ashley Andersen
1006 Cassie Drive
South Ogden, UT 84405

Leesa Kapetanov

From: Rosalind O'Loughlin <martin-roz-brendan@comcast.net>
Sent: Monday, February 09, 2015 4:41 PM
To: Leesa Kapetanov
Subject: South Ogden Planning Commission rezone

I would like to add my voice to that of Jerry Cottrell regarding planned changes to the South Ogden City zoning regulations. I don't wish to add to the gigantic pile of documents that have been generated regarding this topic, so I am choosing to add my voice in support of Mr. Cottrell's comments.

I would also add that I think it important to consider not only the numbers and proposed plan for the use of properties such as the Monastery, but also the end result. For example, a cluster of nuns living on the monastery property does not generate the same volume or type of traffic as another entity of similar numbers. The nuns did their own grocery shopping, food prep, etc. With a commercial entity, we are now looking at three shifts of care givers/cadre of teachers and ancillary workers, food service trucks, linen service vehicles, etc. And that is all in addition to the liability to the city for challenging emergency situations and road maintenance.

Thank you for your hard work and for your diligence in all matters.

Rosalind O'Loughlin

To: Mayor James Minster
Members of the City Council

From: Walt Bausman
5792 S 1075 E
South Ogden, Utah 84405

Date: February 10, 2015

Subj: Comments re: Discussion on Permitted and Conditional Uses in Residential Zones

First of all, I wish to thank you for allowing additional comments to be accepted after your City Council meeting on February 4, 2015.

I agree with most of the comments submitted to you by Jerry Cottrell under separate cover last week. The one exception pertains to Item 9, Reasonable Accommodation:

While our city code currently allows for 4 unrelated persons to live together as a family, I would submit to you using one of two alternatives:

1. A maximum amount of eight (8) unrelated persons (excluding staff) for all zones; or
2. A scale based on the zones as follows
   a. R-1 8 maximum
   b. R-2 10 "
   c. R-3 12 "
   d. R-4 14 "
   e. R-5 16 "

Any amount in excess of 16 unrelated persons in a dwelling should be classified as an institution", which is for health care purposes, and would then classified as a hospital, currently permitted in the CP-2 zone.

Since there is no current definition for "institution", I request you add it to the list of definitions in the city code, thereby leaving no question as to what constitutes an institution.

One of the major questions that continues to perplex all of us in the neighborhood is how the Planning Commission allowed the conversion of the monastery, which was granted a "permitted use" as a church many years ago, to a single-family dwelling. In hindsight, the city probably should have required a conditional use permit, because the number of sisters that occupied the monastery exceeded the maximum number of four unrelated persons by three, for a total of seven. Further, why were the sisters allowed to build additional cubicles for temporary housing without a conditional use permit? But then, after all, these were "our sisters

As you well know, the monastery is commonly referred to as a "special purpose building" (some would say single purpose), that is now being referred to as a "single-family dwelling". To paraphrase an oft-quoted saying: "An institution with lipstick is still an institution".

In all of the city codes I have read over the last year, which is about a dozen, there doesn't appear to be any municipality – city or county – that allows more than 16 unrelated persons in an R-1 single-family dwelling. In fact, most of them range between 4 and 8 maximum unrelated persons living in a single-family dwelling. I submitted three of them to the Planning Commission in December 2014. Additional ones to consider would be the cities of Highland and Draper.

In a somewhat related situation, let's use the old South Ogden Junior High School as an example:

> Assuming it was still standing, I purchase the age-old building from the school district and wish to convert it to a drug and alcohol rehabilitation center. Since a public school is a permitted use, I wish to convert it from one permitted use to another permitted use, and put the same amount of patients in that building that you have granted in the monastery's case. Come to think of it, maybe more, because it appears the number of unrelated persons allowed to live in an FHA-approved single-family dwelling arrangement is based on the size of the building, not common sense.
>
> And by the way, if I don't get my way, I'll consider suing the city, based on your denial of reasonable accommodation.
>
> It all seems pretty silly, doesn't it?

Assuming you change the :land use authority" back to the City Council, I would request that Cluster Subdivisions and Planned Residential Unit Developments (aka PRUDs) should be placed under Conditional Uses, because by definition, they are treated differently than conventional zoning requirements, including numerous development standards.

As stated by city staff, the city is about 95% built out, with unbuilt residential land at about 1%, including the monastery property. Since any build-out will be very special, such undeveloped properties should have both the Planning Commission and City Council directly involved in the process. The more eyes, the better.

In conclusion, I appreciate the time and effort you have all put into this tedious process. I look forward to seeing your positive work of our revised city code. Again, thanks.

1071
1072
1073

Attachment D

Chief Parke Visual Presentation

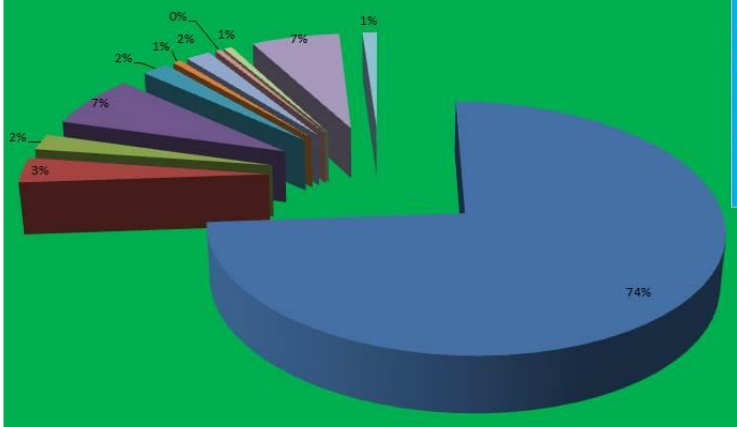
Not Approved

End of Year Report for 2014

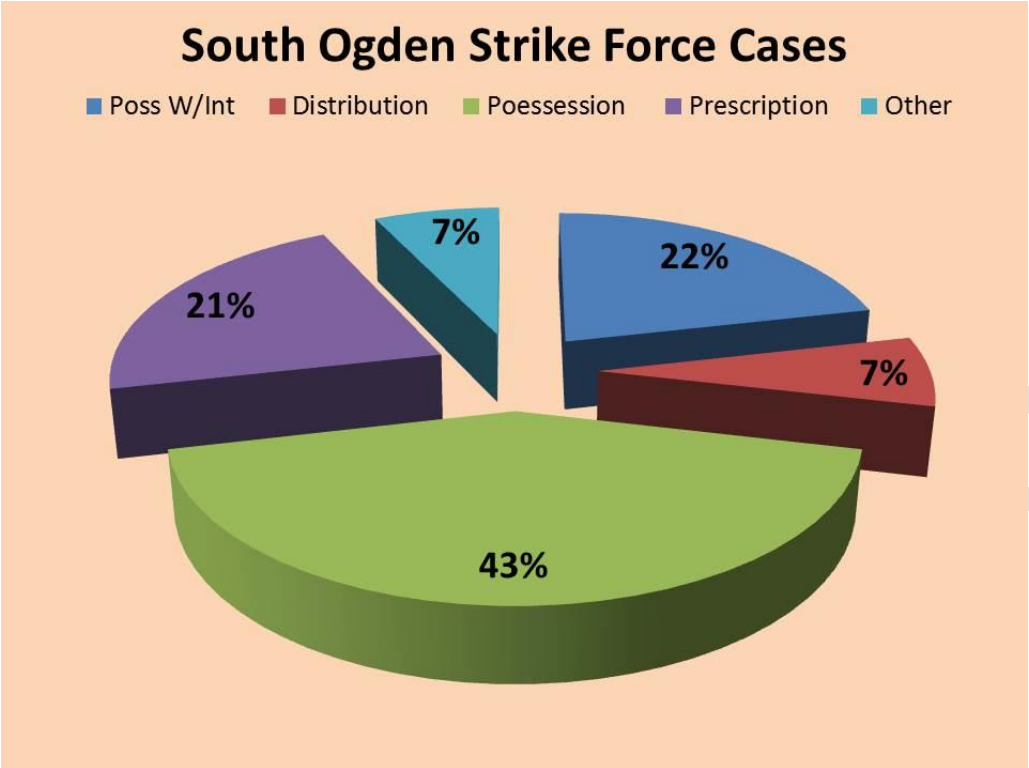
South Ogden City

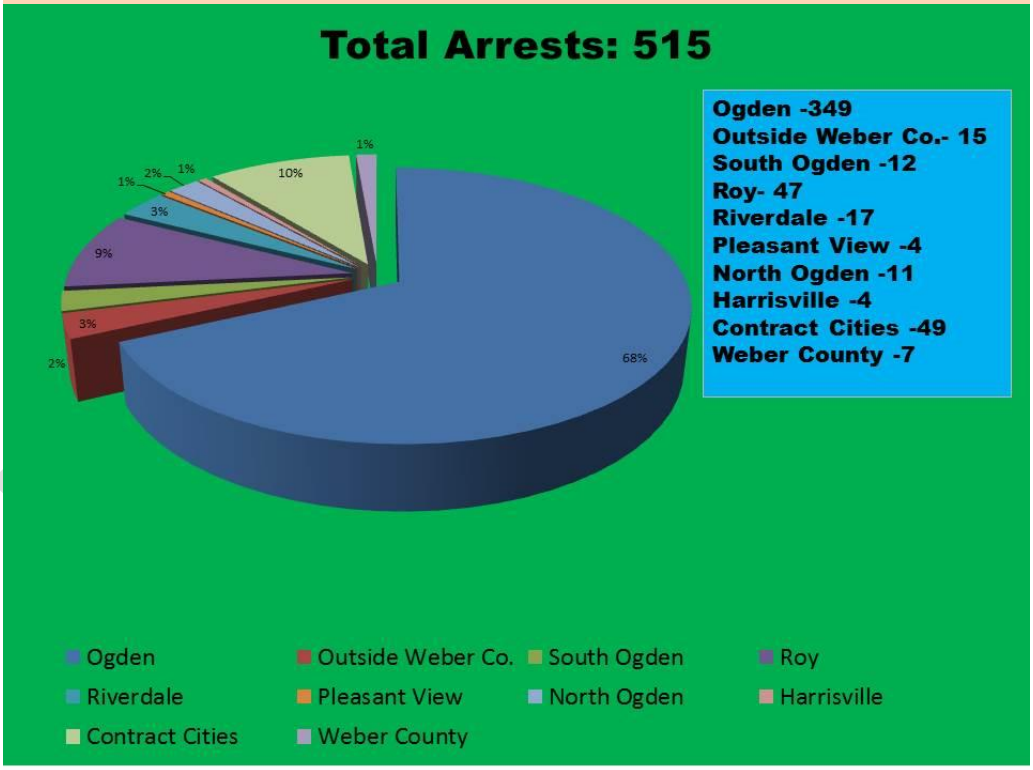
Total Cases: 643

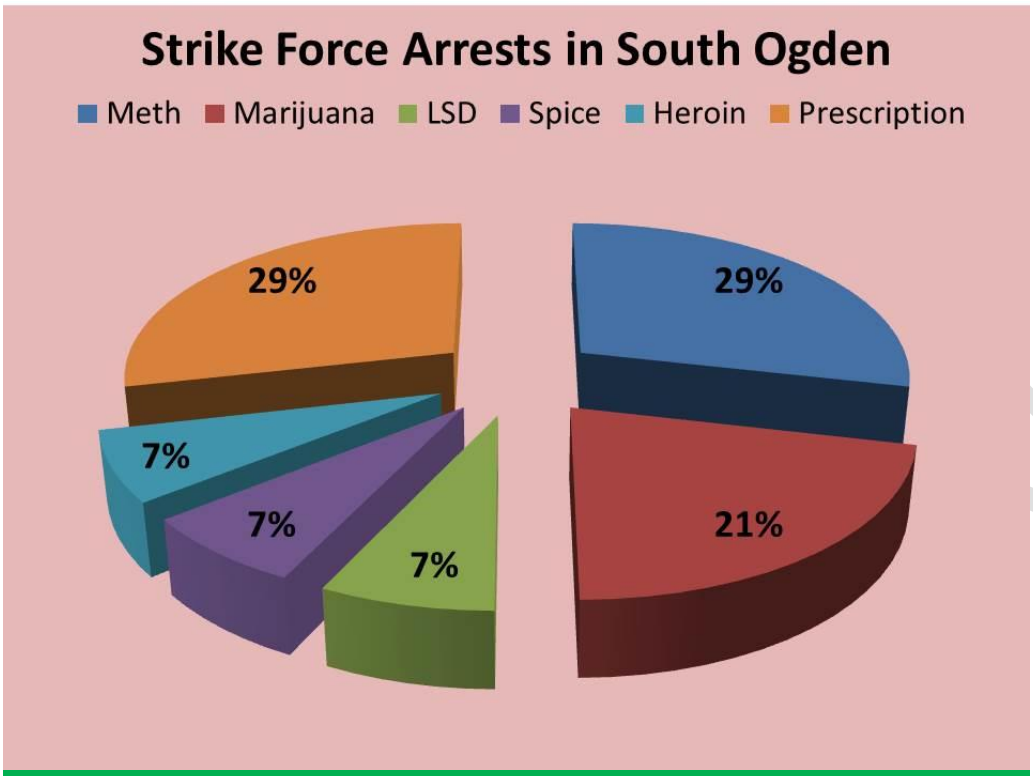
Ogden -475
Outside Weber Co.- 22
South Ogden -14
Roy- 46
Riverdale -13
Pleasant View -4
North Ogden -12
Morgan County -3
Harrisville -4
Contract Cities -43
Weber County -7

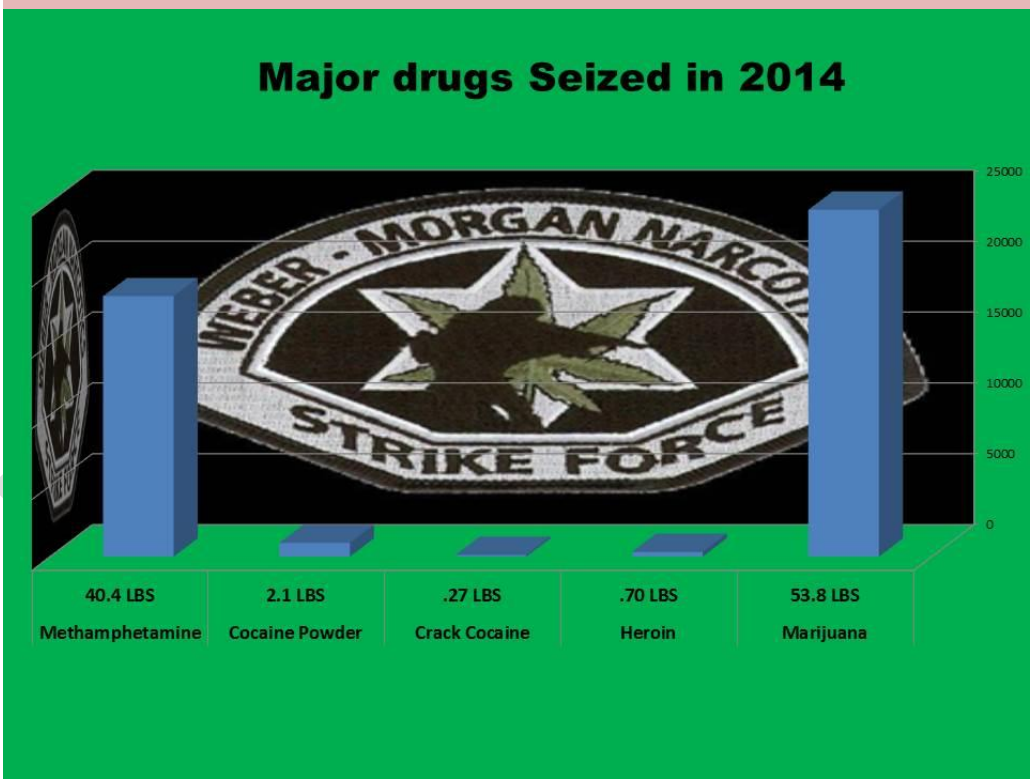


Ogden
Outside Weber Co.
South Ogden
Roy
Riverdale
Pleasant View
North Ogden
Morgan County
Harrisville
Contract Cities
Weber County


South Ogden Strike Force Cases
Poss W/Int
Distribution
Poessession
Prescription
Other
7%
22%
21%
7%
43%


Total Arrests: 515
Ogden -349
Outside Weber Co.- 15
South Ogden -12
Roy- 47
Riverdale -17
Pleasant View -4
North Ogden -11
Harrisville -4
Contract Cities -49
Weber County -7
1%
2%
1%
1%
10%
3%
9%
3%
2%
68%
Ogden
Outside Weber Co.
South Ogden
Roy
Riverdale
Pleasant View
North Ogden
Harrisville
Contract Cities
Weber County


Strike Force Arrests in South Ogden
Meth
Marijuana
LSD
Spice
Heroin
Prescription
29%
29%
7%
7%
7%
21%


Major drugs Seized in 2014
25000
20000
15000
10000
5000
0
WEBER · MORGAN NARCO
STRIKE FORCE
40.4 LBS
Methamphetamine
2.1 LBS
Cocaine Powder
.27 LBS
Crack Cocaine
.70 LBS
Heroin
53.8 LBS
Marijuana

Operation 50 Scripts of Gray

Title III Operation targeting a defined Drug Trafficking Organization operating in Weber County with it's main street level cocaine and methamphetamine distribution point in Ogden.

Carvin Holston
4319 Taylor-Ogden
Bloc Boy Gang Member

Ernesto Rodriguez
1709 E. 6850 S. – Uinta
Ogden Trece Associate

Augustine & Tomas Cardenas
Main Distributors
SLC/Riverside Ca.

Area Criminal Impact

Carvin Holston (Bloc Boy Gang Member)
4319 Taylor
20 Felony Counts of Distribution
1 Count of C.C.E.

William Wallace
1212 Binford
5 Felony Counts of Dist.
1 Felony R.I.C.O.

David Rice
1220 Binford
F-1 Poss. W/Intent
W/Prior

OPERATION 50 SCRIPTS OF GRAY RESULTS

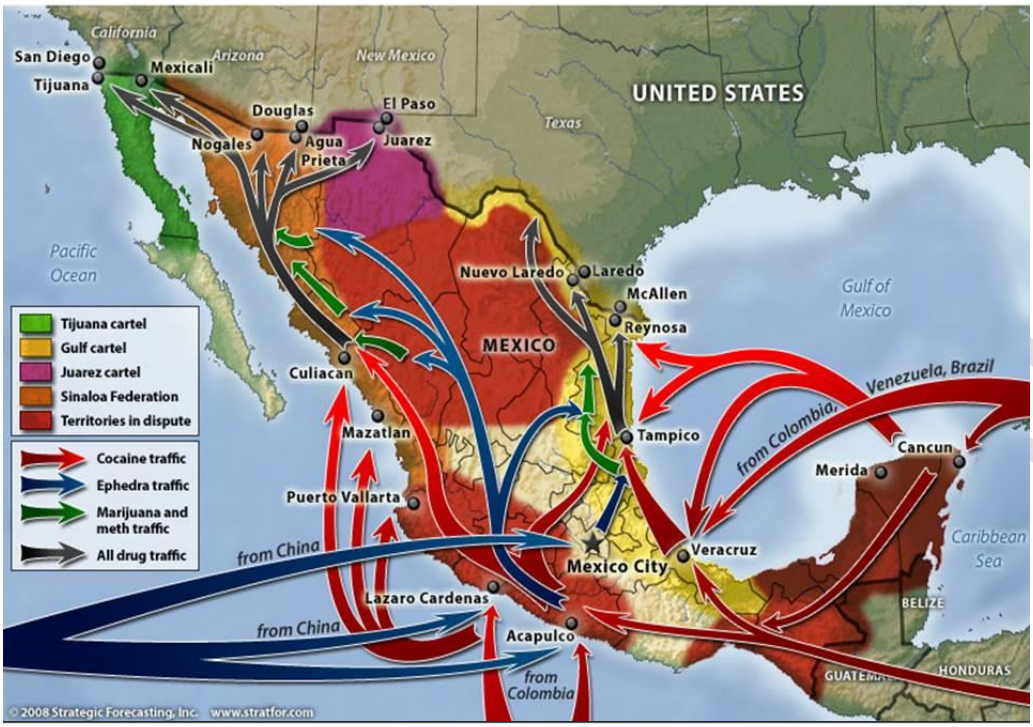
- 20 individuals charged with 67 Felony charges
- 2 will be charged with a C.C.E. (7 years minimum)
- 3 will be charged with R.I.C.O. (3 year minimum)
- Over one pound of methamphetamine, cocaine, marijuana & Prescriptions seized
- 4 firearms seized
- $8,000 in cash & 4 vehicles and 2 semi-trucks seized

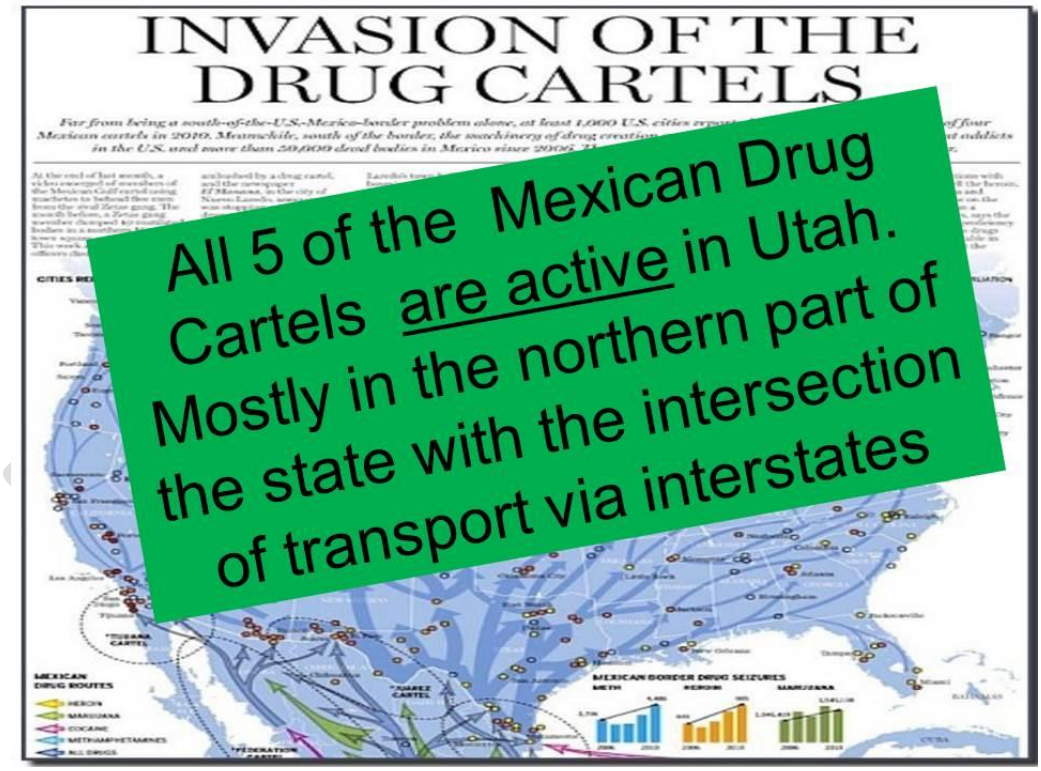
Area Drug Trends

- Methamphetamine continues to be the drug of choice in Weber County accounting for largest portion of our cases and arrests.
- Heroin is steadily increasing in use which correlates with the increasing problem with opiate prescription drug abuse.
- Cocaine is on the rise in both use and distribution. Crack cocaine is the most common form found in Weber County and mostly sold by gang structured organizations.

- The main source of meth, cocaine and heroin in Weber County continues to be dominated exclusively by Mexican Drug Cartels.
- Historically, the drugs were shipped to way points in boarder states and then transported to our area. This has changed over the past few years with the Salt Lake City valley becoming the direct transportation point from Mexico. The drugs are then broken up and shipped to states to the north and to the mid west states.

CARTEL TERRITORIES AND DRUG ROUTES





Strike Force Goals & Progress Time period is based on FY Year of 7/01/14 to 6/30/15			
	2014 Stats	2015 Goals	As Of 12/31/15
Cases	547	713	318
Interdiction Cases	35	40	16
Script Arrests	50	70	31
Total Arrests	422 (349 Felony)	467	232(170 Felony)
Search Warrants	125	168	60
Guns Seized	93	100	22
Cash	$180,959.00	$225,000.00	$81,051
Methamphetamine	40.331 LBS	36 lbs	15.22 lbs
Cocaine	154.08 grams	240 Grams	1.79 lbs (Goal Reached 10-16-14)
Crack Cocaine	19.50 grams	50 Grams	127.48 gms (Goal reached 10-16-14)
Marijuana	32.91 LBS	40 lbs	47.26 lbs(Goal reached 12-12-14)
Marijuana Plants	186	100	191 (Goal reached 12-12-14)
Heroin	1.90 LBS	3 lbs	71.47 gms
Wire Cases		3	1
Drug Trafficking organizations	5 (2 dismantled)	12	2

Metro Gang Task Force Update

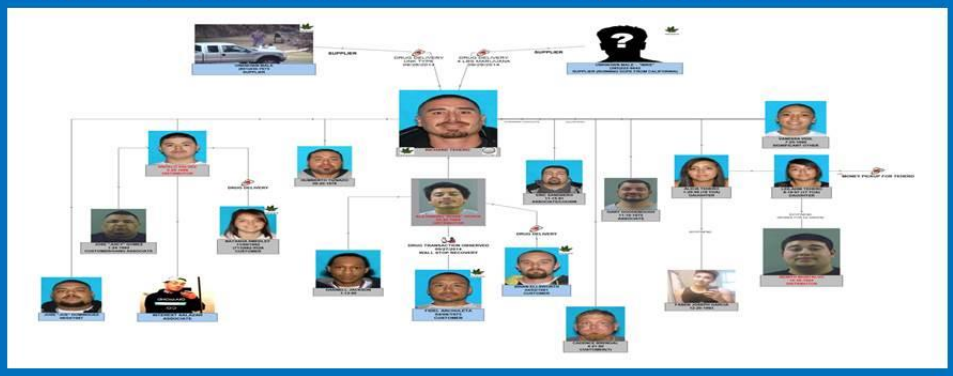
The largest gangs in the Weber County area are:

Ogden Trecé	-	509 members
18th Street	-	287 members
Surenos	-	184 members
White Supremacist	-	183 members
Norteños	-	154 members
Juggalos	-	88 members

Case of Note in 2014

Gang Task Force Operation E-Z Green

- Wire operations lasted over 65 days.
- Two surveillance teams and a wire room team working 7 days a week.
- Over 6,500 work hours dedicated to date.
- Over $35,000 in overtime costs paid for by the Strike Force.



Team Effort Operation

Ogden CRU
Ogden CP Unit
Ogden Patrol
FBI
Weber Strike Force
Davis Strike Force

Ogden Metro Gang Task Force

Drug Trafficking Organization utilizing long standing O-13 gang structure

Richard Tehero

Leader of this Gang DTO and one of the founding members of Ogden Trece.

Suspect in several attempted homicides and the suspected shot caller in several others.

His power base came from the money made from distribution of drugs

- 3603 Porter, South Ogden- drive by shooting , a child was shot
- 18 individuals (mostly Ogden Trece gang members) arrested on 72 felony charges.
- Methamphetamine, marijuana, cocaine, 4 firearms (3 stolen) and over $11,000 in cash was seized.
- Tehero is facing a 7 year minimum mandatory sentence in addition to 47 other felony charges.
- This Criminal Gang Organization is dismantled.

Not Approved

Attachment E

Logo Ideas from Jibe Media

Not Approved

CONCEPT #1

South Ogden

CONCEPT #2

SOUTH
OGDEN

CONCEPT #3

SOUTH
OGDEN

CONCEPT #4

SOUTH
OGDEN

CONCEPT #5

SOUTH
OGDEN

CONCEPT #6

SOUTH
OGDEN

CONCEPT #7

South Ogden

1211

Not Appr

B. Fencing Of Outdoor Play Areas; Hours Of Use: All outdoor play areas shall be within a fenced area and shall be limited to use between the hours of eight o'clock (8:00) A.M. to eight o'clock (8:00) P.M. Fence height shall be in accordance with section 10-14-8 of this chapter.

C. Parking: Sufficient off street parking shall be provided to satisfy the requirements of section 10-17-3 of this title. (Ord. 673, 1-8-1980)

10-14-14: CLEAR VIEW OF INTERSECTING STREETS:

In all zones which require a front yard, no obstruction to view in excess of three and one-half feet ($3^1/_2$') in height, except a chainlink fence of not more than forty two inches (42") in height shall be placed on a corner lot within a triangular area formed by the street curb lines and a line connecting them at points forty feet (40') from the intersection of the back of the curbs except a reasonable number of trees pruned high enough to permit unobstructed vision to automobile drivers; and pedestal type identification signs. (Ord. 04-22, 10-19-2004, eff. 10-19-2004)

10-14-15: ZERO SIDE YARDS:

One zero side yard may be permitted when approved by the planning commission and city council, and only if the following requirements are met:

A. The remaining one side yard is equal to the combined total of the required two (2) side yards of the zone in which it is located; and

B. No window or other similar opening shall be installed in the building or any accessory building along the side having a zero side yard; and

C. No zero side yard will be permitted on the lot side bordering on a nonresidential zone, or on a residential lot not utilizing zero side yard provisions; and

D. Use of the zero side yard is contingent upon development of or commitment to development of a zero side yard on adjacent lot. (Ord. 673, 1-8-1980)

~~10-14-16: RESIDENTIAL FACILITY FOR DISABLED PERSONS:~~

~~Facility requirements:~~

~~A. Specific Persons Prohibited: No person who is being treated for alcoholism, mental illness or drug abuse shall be placed in a residential facility for disabled persons.~~

~~B. Placement Conditions: Placement shall not be a part of or in lieu of confinement, rehabilitation or treatment in a custodial or correctional-type institution.~~

~~C. Code Compliance: Such facility shall conform to all applicable health, safety and building codes, and must be capable of use as such a facility without structural alteration that changes the residential character of the structure in which the facility is housed.~~

~~D. Site Development Standards: Minimum site development standards shall be the same as those for a single-family dwelling in the zone in which the facility is located.~~

~~E. Parking: A minimum of two (2) off-street parking spaces shall be required per facility (see section 10-17-3 of this title).~~

~~F. Distance Between Facilities: In order to prevent the creation of a de facto social service district and to avoid impacting a residential block, no residential facility for disabled persons may be established or maintained within a one-half ($^1/_2$) mile radius of another existing facility.~~

~~G. Sleeping Facilities: No more than two (2) residents shall sleep in a single bedroom.~~

~~H. Single Occupant Bedroom; Square Feet: A minimum of sixty (60) square feet per individual shall be provided in a single occupant bedroom.~~

~~I. Double Occupant Bedroom; Square Feet: A minimum of one hundred (100) square feet per individual shall be provided in a double occupant bedroom.~~

~~J. Landscaping: All yard and setback areas not occupied by buildings or parking shall be landscaped.~~

~~K. Transferability: The use granted by this section is nontransferable and terminates if the structure in which the facility is housed is devoted to use other than as a residential facility for disabled persons, or if the structure fails to comply with applicable health, safety and building codes.~~

~~L. Licensing: These facilities must be licensed by the city business licensing department.~~

~~M. Bathrooms: There shall be two (2) full-time bathrooms in such facilities directly accessible without going through adjacent rooms or flights of stairs. (Ord. 735, 9-11-1985; amd. 2001 Code)~~

10-14-16: RESIDENTIAL FACILITIES FOR PERSONS WITH A DISABILITY

Field Code Changed

A. Purpose: The purpose of this Chapter is to comply with Section 10-9a-516 of the Utah Code and avoid discrimination in housing against persons with disabilities pursuant to the Utah Fair Housing Act and the federal Fair Housing Act as interpreted by courts whose decisions are binding in Utah.

B. Scope: If any facility, residence, congregate living or other housing arrangement meets the definition of a residential facility for persons with a disability as set forth in this Title, the requirements of this Chapter shall govern the same notwithstanding any conflicting provision of this Title or the South Ogden City Municipal Code. Except as provided herein, the requirements of this Chapter shall not be construed to prohibit or limit other applicable provisions of this Title, the South Ogden City Municipal Code or other laws.

C. Permitted Uses:

1. Notwithstanding any contrary provision of this Title, a residential facility for persons with a disability shall be a permitted use in any zone where a dwelling is allowed either as a permitted or conditional use subject to the development standards in this Chapter.

2. In order to evaluate the impact of a proposed facility and its similarity to the impact of a lawfully occupied dwelling located in the same zone where the facility is located, the following information shall be submitted with the application:

    a. Site plan, building plan, and other information necessary to determine compliance with building safety and health regulations applicable to similar residential dwellings permitted in the zone where the residential facility will be located;

    b. Licensing information required by Section 62A-2-108.2, Utah Code, or its successor; and

    c. Number of residents and staff, including staff who will reside on the premises, if any.

3. A use permitted by this Chapter is nontransferable and shall terminate if:

    a. The facility is devoted to a use other than a residential facility for persons with a disability, or

    b. Any license or certification issued by the Utah Department of Health or the Department of Human Services for such facility terminates or is revoked, or

    c. The facility fails to comply with requirements set forth in this Chapter.

D. Development Standards:

1. The development standards set forth in this section shall apply to any residential facility for persons with a disability.

a. The facility shall comply with building, safety, and health regulations applicable to similar residential structures within the zone in which the facility is located.

b. Each facility shall be subject to the same development standards applicable to similar residential structures located in the same zone in which the facility is located.

2. The facility shall be used as a residential facility without fundamental altering the structure's residential character or the character of the neighborhood where the facility is located.

3. The facility shall be limited to ~~eight~~ six occupants, ~~exclusive of staff~~consisting of up to four persons with a disability and two resident staff.

Comment [LK1]: This is the number recommended by Neil Lindberg.

4. No residential facility shall be made available to an individual whose tenancy would:

a. Constitute a direct threat to the health or safety of other individuals, or

b. Result in substantial physical damage to the property of others.

5. Prior to occupancy of any residential facility, the person or entity operating the facility shall:

a. Provide to the City a copy of any license or certification required by the Utah State Department of Health or the Utah State Department of Human Services, and

b. Certify in a sworn statement that no person will reside or remain in the facility whose tenancy would:

i. Constitute a direct threat to the health or safety of other individuals, or

ii. Result in substantial physical damage to the property of others.

E. Reasonable Accommodation:

1. None of the requirements of this Chapter shall be interpreted to limit any reasonable accommodation necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling as required by the Fair Housing Amendments Act of 1988, Title II of the Americans with Disabilities Act, the Utah Fair Housing Act, and any other federal or state law requiring a reasonable accommodation for a person with a disability.

2. Any person or entity wanting a reasonable accommodation shall submit an application to the Planning Commission and shall in writing:

a. Provide the address of the property to which the accommodation will be applied;

b. Specify the accommodation requested; and

c. Explain why the accommodation is reasonable and necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling.

3. The Planning Commission shall evaluate a reasonable accommodation request based on the following:

a. Whether the housing which is the subject of the request will be used by one or more persons with a disability;

b. Whether the accommodation is reasonable and necessary to afford such persons an equal opportunity to use and enjoy a dwelling;

c. Whether tenancy of the property proposed to be occupied such persons would constitute a direct threat to the health or safety of other persons or result in substantial physical damage to the property of others;

d. Whether the accommodation would impose an undue financial or administrative burden on the City; and

e. Whether the accommodation would require a fundamental alteration in the nature of a City program, including the City's land use and zoning program.

4. Within 30 days after receipt of a complete application the Planning Commission shall approve a requested reasonable accommodation to the extent necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling unless evidence of record demonstrates:

a. Tenancy of the property by that person would constitute a direct threat to the health or safety of other persons or result in substantial physical damage to the property of others; or

b. The accommodation would:

i. Impose an undue financial or administrative burden on the City; or

ii. Require a fundamental alteration in the nature of a City program, including the City's land use and zoning program.

c. If a reasonable accommodation is granted, it shall be documented in writing and shall specify the nature and extent of the reasonable accommodation authorized. A reasonable accommodation shall not be deemed a variance or to run with the land.

5. If a reasonable accommodation request is denied, the decision may be appealed to the Hearing Officer in the manner provided for appeals of administrative decisions set forth in Chapter 4 of this Title.

10-14-17: TELEVISION SATELLITE DISH ANTENNAS:

Building permits are required for TSDAs and shall comply with the following regulations:

A. Location:

1. In any residential zone, TSDAs shall be located only in the rear yard of any lot. If a usable satellite signal cannot be obtained from such rear yard, the antenna may be located on the roof or side yard (except side yards facing the street on a corner lot) as a special exception by approval of the planning commission.

supervision and guidance for five (5) or more children unaccompanied by parent or guardian for periods of less than twenty four (24) hours per day; or as provided in chapter 19 of this title, an occupied residence which furnishes care, supervision and guidance for not more than five (5) children unaccompanied by parent or guardian for periods of less than twenty four (24) hours per day. Occupied residence shall refer to being used as a residence by a family. The term "daycare center" is inclusive of kindergartens, preschools, nursery schools and all other similar facilities specializing in the education and/or care of children prior to their entrance into the first grade, other than facilities owned and/or operated by the public school system.

DISABLED PERSON: A person who has a severe, chronic disability attributable to a mental or physical impairment, or to a combination of mental and physical impairments, which is likely to continue indefinitely or which results in a functional limitation in three (3) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, and who requires a combination or sequence of special interdisciplinary or generic care or treatment.

DRIVEWAY APPROACH: Vehicle access location to a lot or parcel for egress/ingress.

DRY CLEANER: An establishment which has as its sole purpose the cleansing of fabrics with substantially nonaqueous organic solvents. Laundry establishments with self-service, coin operated dry cleaning machines shall not be classified as a dry cleaner.

DWELLING: A building or portion thereof designed or used as the living quarters for one family.

DWELLING, ~~GROUP~~MULTIPLE ~~DWELLINGS~~BUILDINGS ON A SINGLE LOT: Two (2) or more residential buildings placed upon a single lot.

Comment [mjd1]: Change recommended to avoid the confusion between multiple dwelling units on a single lot and Group Homes.

DWELLING, MULTIPLE-FAMILY: A building arranged or designed to be occupied by three (3) or more families~~ or four (4) or more unrelated persons~~.

DWELLING, SINGLE-FAMILY: A building arranged or designed to be occupied by one family, the structure having only one dwelling unit.

DWELLING, SINGLE-FAMILY ROW HOUSE: A building built directly against an adjoining building without an open space between, and containing a one-family dwelling unit extending from basement to roof. Each single-family attached dwelling unit shall have a front and rear entrance. Each group of single-family attached dwellings shall be considered one structure, for purposes of front, rear and side yard requirements.

DWELLING, TWO-FAMILY: A building arranged or designed to be occupied by two (2) families, the structure having only two (2) dwelling units.

DWELLING UNIT: One or more rooms in a dwelling, apartment, hotel or apartment hotel designed for or occupied by one family for living, sleeping and eating purposes. A dwelling unit may contain more than one set of kitchen facilities, whether temporary or permanent, provided they are used only by members of the family occupying the dwelling unit or their nonpaying guests. A dwelling unit may

OPEN SPACE EASEMENT: An easement granted to the city by the owner/developer on and over land in that development which provides and guarantees that the designated common open space and recreation land is permanently reserved for and can be used only for open space and recreation purposes in accordance with the plans and specifications approved by the planning commission and city council at the time of approval of the development.

OVERHANGING ROOF: See definition of Eave.

PARKING LOT: An open area, other than a street, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation, or as an accommodation for clients or customers.

PARKING SPACE: Space within building, lot or parking lot for parking or storage of one automobile with direct and unblockable access to a driveway.

PAYING GUEST: Any person hiring a room in a dwelling unit for living, eating or sleeping purposes.

PHARMACY: A business selling health or treatment items, including baby food and diet supplements and dispensing prescriptions for medical or health purposes, and including and limited to, candies, soft drinks, prepackaged ice cream products not prepared on the premises, tobacco products, magazines and greeting cards.

PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD): A development in which the regulations of the zone in which the development is situated are waived to allow flexibility and initiative in site and building design and location in accordance with an approved plan and imposed general requirements.

PLANNING COMMISSION: The planning commission of South Ogden City, Utah.

POST OFFICE, LIMITED SERVICE: A post office operation providing services normally permitted and/or required by contract with the U.S. postal service.

RECREATIONAL COACH: A vehicle such as a recreational trailer, tent, camper trailer, truck camper, travel trailer, camp car, other vehicle with or without motive power, designed and/or constructed to travel on the public thoroughfare in accordance with the provisions of the Utah vehicle code, designed for the use of human habitation.

RECREATIONAL COACH PARK: Any area or tract of land or a separate designated section within a mobile home park where lots are rented or held out for rent to one or more owners or uses of recreational coaches for a temporary time not to exceed two (2) weeks.

RESIDENTIAL FACILITY FOR DISABLED PERSONS: A residence in which more than one person with a disability resides and which is licensed or certified by:

(1) The Utah Department of Human Services under Title 62A, Chapter 2, of the Utah Code, Licensure of Programs and Facilities; or

(2) The Utah Department of Health under Title 26, Chapter 21, of the Utah Code, Health Care Facility Licensing and Inspection Act.

~~A single-family dwelling structure that is occupied on a twenty four (24) hour per day basis by four (4) or less disabled persons in a family type arrangement under the supervision of a maximum of two (2) houseparents or a manager, for a total of not more than six (6) individuals living in a facility.~~

SENIOR HOUSING: A building or group of buildings containing residential dwelling units where daily meals shall be offered for the residents in a community dining room and support services such as crafts, exercise, TV, personal care and party rooms may be available on site. One family member of each residential dwelling shall be a minimum of fifty five (55) years of age at the time of initial occupancy. Also, physically or mentally disabled persons qualify under this definition as though they were fifty five (55) years of age.

SENSITIVE AREA: Lands containing environmentally and geologically sensitive elements which if encroached upon by unsuspecting urban land development such as utilities, housing, streets and/or public facilities, could be damaged beyond repairability or could cause severe damage to such urban development or cause complete destruction thereof, or cause loss of life or bodily harm. Such sensitive areas could include active earthquake faults, potential landslide areas, steep unstable terrain or areas of potential rockfall.

SENSITIVE VEGETATION: Vegetative cover which can be harmed by compaction from overuse, urban development or altering of the hydrologic cycle in such a manner as to create an environmental imbalance causing severe retardation of growth or elimination of a particular variety of vegetative species.

SENSITIVE WILDLIFE HABITAT: Wildlife habitat which provides an environmental biosphere critical to the well being and perpetuance of certain species of wildlife, particularly if encroached upon by urban related development. It is specifically related to the elimination of a limited habitat and its related wildlife.

SHORT TERM LENDING BUSINESS: An establishment engaged in providing credit intermediation and related activities that facilitate the lending of funds, issuance of credit, or any other similar types of businesses in which the activity is generally contemplated to be completed within a term of six (6) months or less, including a check casher, deferred deposit lender or title lender. A short term loan business may offer more than one type of credit intermediation service if it meets the licensing requirements for each service and operates from a single storefront. This definition does not include investment companies and state or federally chartered banks or financial institutions.

STABLE, PRIVATE: A detached, accessory building for the keeping of horses owned by the occupants of the premises, and not kept for remuneration, hire or sale.

STABLE, PUBLIC: A stable other than a private stable.

STORY: The space within a building, other than a cellar, included between the surface of any floor and the surface of the ceiling next above.

STORY, HALF: A story with at least two (2) of its sides situated in a sloping roof, the floor area of which

Comments of Jerry Cottrell to the Planning Commission Meeting on 12 Feb 2015

Good evening. I have several topics I'd like to speak on this evening. The first has to do with the authority of the Planning Commission.

I'd like to read three quotes from David L. Church's article entitled, "The Planning Commission, One Attorney's View". We have talked of this article before so you may recall it. The quotes are exact but I changed the order of two of them so as to better correspond to our situation. First quote:

> "First, planning commissioners must understand and appreciate the dual role that they may play."

Mr. Church goes on to say that you have both an administrative role and a legislative role. This is important because the degree of discretion or authority you wield is very different depending upon whether you are acting administratively or legislatively. The second quote:

> "When the planning commission is acting as a land use authority it has little discretion."

So, when you considered Mr. Jorgensen's application for a CUP for a 64-bed facility, you were acting administratively. You were charged with applying the laws that existed <u>at that time</u>. And while I may well have reached a different conclusion than you did... maybe not. Maybe I would have done the same thing. After all, like you, I would have had "little discretion" in the matter.

But now you are being asked to fill your other role. So let's look at what Mr. Church has said about this. And by the way, I have heard Neil Lindberg make similar comments but I am quoting Mr. Church simply because I have his document available and I do not have a transcript of Mr. Lindberg's comments. But I believe you will find no difference in their views on this matter. And now for the third quote:

> "When they [the Planning Commission] are a making a recommendation on a general plan or on a land use ordinance they are a part of the political, legislative process. They have broad discretion in what their recommendation can be."

The key there is the last part. You have "broad discretion" when acting legislatively. This is your opportunity to shape what the laws SHOULD be and I encourage you to fully exercise your broad authorities.

I think everyone knows I am concerned about my neighborhood and the Monastery. But as I have said before, I am also concerned about every neighborhood in South Ogden. So I want you to think about the house next to your home in your neighborhood. Would you be concerned about a 4-person drug and alcohol rehab facility next door to you?

Probably not. The impact should be minimal. But what if the number of patients increased to 8 or 10 or 20 or 64? At some point, I am quite certain that you would become concerned about this permitted use next door to your home. In all likelihood, your concerns would not be for the use but rather for the size and scope of the facility. And the size of the dwelling would likely have little impact on your concerns. It is likely that your concerns would be for the effect on your home and your neighbors' homes. In other words, you would be concerned for the changes in the nature and character of your neighborhood. In discussing churches a few weeks ago, Council Member Smith rhetorically asked the City Council to consider, "How big is too big?" So I recommend Mr. Smith's question to each of you. How big is too big for a rehab facility next door to you in your residential zone? That should help you determine your recommendation to the City Council.

Speaking of the City Council, when we attended their meeting last week we discovered that the City Council wanted from us a recommendation on a specific number for limits on Reasonable Accommodation. Council Member Benard, in particular, pressed me for a specific number. I told him at that time that we had intentionally refrained from doing so because we were concerned it might seem presumptuous on our part. But he made it very clear that he wanted a number. He wanted our opinion on the matter. So, I thought about it and studied out the issue and I gave my recommendation to the City Council a few days later in my written remarks. And by the way, my recommendation was to cap reasonable accommodation at a maximum of eight in the R1 zone. But the more I think about it, the more I think it is appropriate to cap reasonable accommodation at eight in all residential zones. After all, no matter what the developers want to call it, when we talk about residences for the disabled, we are talking about businesses... and often they are for-profit businesses being allowed to operate in a residential zone. So I think that allowing a business and then doubling the permitted occupancy is showing sufficient concern for reasonable accommodation in any and all residential zones. So my advice is to keep it simple at eight.

My reason for telling you this is that if the City Council wanted a specific number from me, you'd better believe that they will want a specific number from you and I believe they will be seriously disappointed if you don't give them one. So I urge you to propose a maximum number so that in the future, it will not be necessary for the City to go through the time-consuming and the potentially litigious process of deciding on a case by case basis what it means to make a reasonable accommodation. At some point, the City needs to recognize that, as Mr. Lindberg pointed out, "decreasing congestion, traffic, and noise in residential areas" are legitimate goals and the appeals court upheld a limit of eight. I direct your attention to the Oxford House decision Mr. Lindberg referenced in his February 9, 2015 email that is part of your packet.

My final comment concerns ADA. While it is good to see that the City is incorporating changes to acknowledge the Fair Housing Act, it is disturbing that our Code is nearly silent on the Americans with Disabilities Act (ADA). ADA has been the law of the land for nearly 25 years and yet, the only mention of ADA in our code is found in Chapter 4 concerning Cabarets and Chapter 6 concerning Motorized Scooters. Surely ADA is more

than cabarets and scooters. Why not explicitly state that any facility for the disabled must not only comply with requirements of the current building code but must also comply with the provisions of the Americans with Disabilities Act?

Thank you for your attention.

Comments to City Council on the Proposed Changes

As I mentioned in my remarks on February 2, 2015, I have purposely avoided being overly prescriptive in my comments thinking that doing so may give offense to the City Council Members, all of whom, I both respect and appreciate. However, since Council Member Benard asked for specifics, I am only too happy to accommodate his request. While I often informally speak for my neighbors as well as myself in the various meetings at City Hall, in this document, I do not purport to speak for anyone but myself.

1. I never have liked the term "educational institutions". It's a mouthful to say and no one talks like that. "Billy what did you learn at your 'EDUCATIONAL INSTITUTION -- PUBLIC' today?" Don't we just mean "schools?" Why can't we just say it? The State has no problem saying that word, "school." (Utah Code Title 76 Chapter 8 Part 14 Section 1401) Additionally, it seems awkward to me to define "Educational Institutions, Public" as public schools as having a curriculum similar to that ordinarily given in grades 1 through 12 in the public school system. That's sort of like defining a Chevrolet as a car similar to cars built by Chevrolet. It's fine to use that definition for Private Educational Facilities (schools!), but for Public Schools surely we can define the term without referring to itself. On the other hand, the added exclusions to the definitions of schools (post-high school, trade school, etc.) look good! (page 70)
2. Why must a Residential Facility for Disabled Persons have more than one disabled resident? Well, I guess because "persons" is plural and "one" is not... but other than that, is the number meaningful? I like the fact that rather than inventing a definition, you are keying the definitions to state law. (page 74)
3. Conditional Use Permits -- I think my feelings are well known on this topic and I would never have wasted valuable time repeating myself. But since I have unlimited pages and pixels, I will say (as I have said before) that the City should take one of two approaches to conditional use permits. Either:
    a. Eliminate Conditional Uses altogether (my personal favorite) or;
    b. Make the conditions for approval actually mean something by establishing clear, unambiguous, objective standards.

    On the surface, SOCC 10-15-5 appears to provide protections to the nature and character of neighborhoods and I have no doubt that that was the legislative intent of that portion of the Code. But due to the vague, subjective, "flexible" terms, in actual practice, it appears to offer no real protections. It is possible that the Second District Court will see things differently, but so far, those conditions have meant absolutely nothing. SOCC 10-15-5 states that, "The planning commission shall not [underlining added] authorize a conditional use permit unless evidence [underlining added] is presented to establish [underlining added]" and then six factors are listed. When I filed a GRAMA to review the evidence the Planning Commission relied upon, it came down to Mr. Jorgensen's opinion in some cases. Perhaps if I'd gone to law school I would have learned how opinions get transformed into compelling evidence. But the bottom line is the current code offers zero protections, and as Ken Bradshaw has famously stated, "If it's permitted, it's permitted. If it's conditional, it's permitted." So if both are

permitted, why have conditional uses at all? It merely adds complexity and processes with no benefit to the community. Write good code spelling out exactly what is permitted and then everyone will know. The City Planner recently spoke at Planning Commission as though "accommodating" each and every development proposal is somehow a praiseworthy and desirable goal. I remarked later in that meeting that it seems to me that South Ogden City government is just about the most accommodating people I have ever seen! It makes me wonder what a developer would have to do to have a proposal denied. To me, this "accommodate-at-all-costs" mindset is just an invitation to unplanned and potentially incompatible development. Park City didn't become the city is today by accommodating each and every development request. They became the city they are by having a vision and limiting development to those proposals that were compatible with their vision. Cleaning up archaic definitions and such is important, but having a vision is so much more than that. (page 76)

4. Use, Permitted -- excellent addition! A great example of clarity. (page 77)
5. I am not crazy about PRUDs being permitted in R1. Is our vision for the City to be the PRUD capital of the world? My opinion is that we have enough of these in the City... but I guess that illustrates the importance of a vision. It has been said that, "If you don't care where you are going, then any road will get you there." Similarly, if you don't have a clear vision of what the City <u>should</u> be, then I guess there is a tendency to accommodate and permit most anything.
6. Eliminating Conditional Uses in R1 and R2 zones is a step in the right direction. However, it makes the proper handling of "reasonable accommodation" absolutely critical. (page 78)
7. I live in an R1-10 zone so that is the zone I am most concerned about. While the R2 - R5 changes appear to be reasonable to me, I would defer to contrary opinions (if any) expressed by residents of those zones.
8. It may surprise you, but I SUPPORT making residences for disabled persons a permitted use in R1. But "How big is too big?" I will answer that question below. (page 78)
9. Reasonable Accommodation -- The code allows for 4 unrelated persons to live together as a family. In deference to FHA, I submit the following as quite proper as reasonable accommodations to this restriction:
    a. In R1 zone, reasonable accommodation would be a maximum of 8... not that 8 would automatically be the right number, but that 8 would be the highest possible number after considering the location and the dwelling. This is twice as many as would ordinarily be allowed. Eight seems not only reasonable but very accommodating as well. Additionally, as I pointed out to the Planning Commission several months ago, US Census data shows the average South Ogden household size to be only 2.57 people per household, so this accommodation would be more than three times the average household size in our city.
    b. In R2 zone, reasonable accommodation would be a maximum of 12
    c. In R3 zone, reasonable accommodation would be a maximum of 16
    d. In R4 zone, reasonable accommodation would be a maximum of 20
    e. In R5 zone, reasonable accommodation would be a maximum of 24

10. Highland City has done an excellent job of addressing the issue of residences for disabled persons. Their code could be, and <u>should be</u>, a model for how our code is written to address this issue (an except of their code is attached for your convenience). Highland's code is the type of clarity and objectivity that is sorely needed in South Ogden. For example:
    a. Highland City differentiates between:
        i. Residential Facilities for Persons with a Disability -- being defined as those NOT disabled by substance abuse and/or addiction to alcohol; and
        ii. Residential Facilities for the Rehabilitation and Treatment of the Disabled, which is basically those who are disabled through their own actions and choices.
    b. Both types of residences for persons with disability are permitted in all residential zones but there are different requirements for their residence and treatment.
    c. There should be no residents on court-ordered treatment; they should all be voluntary.
    d. Residents shall not pose a threat to the safety of others or their property.
    e. Highland provides a fairly comprehensive list of impairments or limitations not covered under part (9) "Residential Facilities for the Rehabilitation and Treatment of the Disabled."
    f. Highland specifically lists licensing requirements.
    g. Residents must have achieved at least 30 days of sobriety prior to acceptance. We may think we know what "sobriety" means but perhaps a definition would be warranted. For example, if a heroin addict is prescribed methadone to help wean them off of heroin, and they have abstained from heroin, they are NOT "clean" or sober! They are using methadone!
    h. Staff is restricted on their ability to reside there.
    i. No alcohol and no controlled substances (except those who have a "valid and current prescription."
    j. Highland specifies an escalation process for handling violations of their code by those who own/operate these facilities. Compare and contrast this with our code and the CUP and you will find that both of them combined are virtually silent in this regard.
    k. There are specific requirements for drug testing; hair follicle testing for potential residents and random urinalysis for those accepted into treatment programs.
    l. Highland also specifies the manner of record keeping for drug testing.
11. Beverly Hills, California is also no stranger to drug and alcohol rehab facilities and the very real and substantial negative impacts they can have on residential neighborhoods. Their code (again, a copy is excerpted and attached for your convenience) requires consideration of the following:
    a. Whether the requested accommodation would fundamentally alter the character of the neighborhood;
    b. traffic and parking concerns;

c. compatibility with their General Plan; and
d. Whether the requested accommodation would create an institutionalized environment due to the number of, and distance between, facilities that are similar in nature or operation. What is an "institutionalized environment"? It's an issue of size as well as location. How big is too big?

While I applaud Beverly Hills' concern and attention to these very appropriate issues, I find myself wondering if these might end up being as weak and ineffective as our own SOCC 10-15-5 because like 10-15-5, Beverly Hills' code also lacks specificity and objectivity such as is found in Highland City's code. Still, there is value in Beverly Hills' code in that it points out that these concerns, ALL of which, have been repeatedly expressed by neighbors and/or me, are not extreme or unreasonable views. These concerns have been codified in the zoning laws of one of the most politically liberal and permissive cities in this country.

12. Additional concerns specific to the Monastery -- as I have said, I don't care and I don't believe the majority of my neighbors care if a rehab residence goes in there. But we don't want to see an industrial-sized rehab hospital in our neighborhood. Besides concerns over size:
    a. There should be no outpatient treatment... period. This is not something that happens in a real residence.
    b. No controlled substances should be dispensed. A residence should not be a place to go to get sober, but rather should be a place for those already sober to find support.
    c. No AA meetings or similar substance abuse meetings (other than group therapy <u>for residents only</u>)
    d. The campus should be secured.
    e. Periodic unannounced drug testing -- ONE strike and you are out.
    f. If expelled, I am not sure where residents should be taken, but they should not be released to roam the neighborhood.
    g. Regardless of use, the single point of ingress/egress (again, a topic we have raised many times) represents a real public safety concern that should suggest a lower appropriate density than what would otherwise be the case. The City Fire Chief and/or County Fire Marshall might want to weigh in. Can large trucks access? I don't know the answer to that question. But the City should have the foresight to find out.
    h. Regardless of use, if the Monastery is to be used in any way, it should be brought up to ADA standards. How ironic it would be to have a building that would potentially be occupied by disabled persons but it would not be in compliance with ADA.

I appreciate this opportunity to share my opinions with the Council and I intend to urge my neighbors to share their opinions as well. Thank you.

Highland City Development Code

Highlighting is mine; other than this highlighting, this document is, as far as I have determined, an exact copy of the original. For some reason it was difficult to copy from the original and doing so required manual formatting since it would not copy directly into my document. Any mistakes or inaccuracies are accidental and unintentional. This document can be viewed in its entirety at:

http://www.highlandcity.org/DocumentCenter/View/742

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(8) Residential Facilities for Persons with a Disability. Residential Facilities for Persons with a Disability shall be a **permitted use in all residential zones** and requires final zoning approval by the City Council. The building and use must comply with all of the requirements defined by this Section.

(a)"Disabled" or "Disability" under this section shall include, with respect to a person, a person who has a physical or mental impairment which substantially limits one or more of that person's major life activities or has a history of having such impairment.

(i) For the purpose of Section 3-4102(8) "**Disability" does not include** any disability arising from, related to, or caused by substance abuse and/or addiction to alcohol and/or a controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

A. For Residential Facilities for the Rehabilitation and Treatment of the Disabled, which treat disabled persons for the illegal use of, or addiction to, alcohol and/or any federally controlled substance, please refer to 3-4102(9).

(ii) Disabled or Disability **also does not mean** an impairment or limitation resulting from or related to **kleptomania, pyromania, or any sexually related addiction or disorder, including but not limited to: sex and pornography addictions, transvestism, transexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders** (those not resulting from physical impairments), or any other sexual behavior disorder.

(b) "Residential Facilities for Persons with a Disability" means a residence:

(i) in which one or more persons with a disability resides; and

A. is licensed or certified by the State of Utah Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities; and

B. is licensed or certified by the State of Utah Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act; and

C. is consistent with Utah Code 10-9a-520 and complies with Title 57, Chapter 21, Utah Fair Housing Act, and the Federal Fair Housing Amendments Act of 1988, 42 U.S.C. Sec. 3601 et seq.

(c) Discrimination against Residential Facilities for Persons with a Disability shall be prohibited.

(d) Residential Facilities for Persons with a Disability shall not be considered multi-family dwellings if the following requirements are met;

(i) Any Residence for Persons with a Disability shall be occupied only by individuals who are considered disabled per 3-4102(8)(a) (excluding staff members).

(ii) Occupancy by any staff member shall only be allowed if such occupancy is primarily for the purpose of serving the residents and not primarily a benefit of employment to the staff member (room and board shall not be offered as a benefit).

(e) A Residential Facility for Persons with a Disability shall meet all of the requirements of a person with a disability according to the definition of "disability" as contained in 3-4102(8)(a); and

(i) **The home shall not be occupied by more than four (4) unrelated individuals** living in a family type environment consistent with 10-102(12) Common Household; and

A. Any group or individual considered disabled may apply for a Reasonable Accommodation per Highland City's Reasonable Accommodation Policy and procedure; and

(ii) The owner/operator of such facilities shall provide adequate personal space for each resident.

(iii) Any Residential Facility for Persons with a Disability shall be occupied only by individuals who are considered disabled per 3-4102(8)(a) (excluding staff members).

(f) Residency within a Residential Facility for Persons with a Disability shall be **strictly voluntary and not part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility, or a condition of probation/parole. A residential Facility for Persons with a Disability shall not include any persons referred by the Utah State Department of Corrections or any District or Juvenile Court.**

(g) Residency within a Residential Facility for Persons with a Disability **shall not be available to or occupied by any individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy could result in substantial physical damage to the property of others.**

(h) Owners or operators of Residential Facility for Persons with a Disability may provide training or treatment programs for residents with disabilities provided that such training or treatment programs arein compliance with the State of Utah Department of Human Services standards as set forth in the Utah Administrative Code.

(i) Appeals. Appeals arising from any decision of the City Council with respect to a Residential Facility for Persons with a Disability may be directed to the Appeal Authority per Chapter 2, Article 3 in this Code.

(9) **Residential Facilities for the Rehabilitation and Treatment of the Disabled.** Residential Facilities for the Rehabilitation and Treatment of the Disabled shall be a

permitted use in all residential zones and requires zoning approval by the City Council; provided that the building and use is consistent with Utah Code 10-9a-520 and complies with Title 57, Chapter 21, Utah Fair Housing Act, and the Federal Fair Housing Amendments Act of 1988, 42 U.S.C. Sec. 3601 et seq.

(a) Residential Facilities for the Rehabilitation and Treatment of the Disabled under this section shall mean, with respect to a person, a person who has a physical or mental impairment which substantially limits one or more of that person's major life activities arising from, related to, or caused by use of, and/or addiction to, alcohol and/or any federally controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

(i) Disabled or Disability under this section does not mean an impairment or limitation resulting from or related to **kleptomania, pyromania, or any sexually related addiction or disorder, including but not limited to; sex and pornography addictions, transvestism, transexualism, pedophilia, exhibitionism, voyeurism, gender identity disorder**s (those not resulting from physical impairments), or any other sexual behavior disorder.

(b) "Residential Facilities for the Rehabilitation and Treatment of the Disabled" means a residence:

(i) in which one or more persons with a disability resides; and

A. **is licensed or certified** by the State of Utah Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities; and

B. **is licensed or certified** by the State of Utah Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act; and

C. **is consistent with Utah Code 10-9a-520 and complies with Title 57, Chapter 21, Utah Fair Housing Act, and the Federal Fair Housing Amendments Act of 1988, 42 U.S.C. Sec. 3601 et seq.**

(c) Discrimination against disabled persons or against Residential Facilities for the Rehabilitation and Treatment of the Disabled shall be prohibited.

(d) Residential Facilities for the Rehabilitation and Treatment of the Disabled shall not be considered multi-family dwellings if the following requirements are met;

(i) Any Residential Facility for the Rehabilitation and Treatment of the Disabled shall be occupied only by individuals who are considered disabled per 3-4102(9)(a) (excluding staff members) and meet the following conditions:

A. Individuals have been diagnosed with an addiction to alcohol or a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802);

B. Individuals are unable to abstain from the use of alcohol or controlled substances without the structured supportive setting offered by a residence for the disabled; and

C. **Individuals have completely abstained from the use of alcohol and all controlled substances for a continuous period of at least**

thirty (30) days immediately prior to becoming a resident of the home.

D. All residents in the home must **completely abstain from using alcohol and controlled substances during the period that they are residents in the home**. Any resident of a Residential Facility for the Rehabilitation and Treatment of the Disabled who uses alcohol or a controlled substance, whether on or off the premises, shall be **immediately expelled from the home and shall not be readmitted** for a period of at least 30 days following the violation. However, nothing contained herein shall be construed to prohibit a resident from taking a prescribed medication for which a resident has a valid and current prescription.

(ii) Occupancy by any staff member shall only be allowed if such occupancy is primarily for the purpose of serving the residents and not primarily a benefit of employment to the staff member **(room and board shall not be offered as a benefit).**

(e) A Residential Facility for the Rehabilitation and Treatment of the Disabled exceeding four (4) unrelated persons shall meet all of the requirements of a person with a disability according to the definition of "disability" as contained in 3-4102(9)(a); and

(i) The home shall not be occupied by more than four (4) unrelated individuals living in a family type environment consistent with 10-102(12) Common Household; and

A. Any group or individual considered disabled may apply for a Reasonable Accommodation per Highland City's Reasonable Accommodation Policy and procedure; and

(ii) The owner/operator of such facilities shall provide adequate personal space for each resident.

(f) Residency within a Residential Facility for the Rehabilitation and Treatment of the Disabled shall be **strictly voluntary** and not part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility, or a condition of probation/parole. A Residential Facility for the Rehabilitation and Treatment of the Disabled shall not include any persons referred by the Utah State Department of Corrections or any District or juvenile court.

(g) Residency within a Residential Facility for the Rehabilitation and Treatment of the Disabled shall not be available to or occupied by any individual whose tenancy could constitute a direct threat to the health or safety of other individuals or whose tenancy could result in substantial physical damage to the property of others.

(i) The owner/operator of a Residential Facility for the Rehabilitation and Treatment of the Disabled shall have conducted an individualized assessment of each person desiring to become a resident of the facility to determine if such person would constitute a threat prior to allowing occupancy of the facility by such a person.

(ii) The assessment shall be conducted by a properly licensed psychologist, social worker or other licensed individual qualified to perform such assessments properly licensed in the State of Utah.

A. Assessments shall include, but not be limited to, consideration of such things as past criminal histories and/or violent acts of the individual, the amounts of time that have lapsed since such acts, and treatments the individual has received.

B. Evaluations of individuals who have committed acts of sexual aggression or criminal sex acts shall also include psycho-sexual evaluations by a licensed psychiatrist or an individual holding a PhD in psychology.

C. No individual determined to pose a risk for commission of sexual offenses, or being classified as having predatory tendencies may be accepted as a resident.

(h) Owners or operators of Residential Facilities for the Rehabilitation and Treatment of the Disabled may provide training or treatment programs for Residential Facilities for the Rehabilitation and Treatment of the Disabled provided that such training or treatment programs are in compliance with the State of Utah Department of Human Services standards as set forth in the Utah Administrative Code.

(i) **No alcohol or controlled substance shall be allowed on the premises** of the Residential Facilities for the Rehabilitation and Treatment of the Disabled; however, nothing contained herein shall be construed to prohibit a resident from taking prescribed medication for which a resident has a valid and current prescription. A **first violation** of this requirement shall result in a warning to the occupancy permit holder. A **second violation** occurring within a twelve month period shall result in a fine of five hundred dollars ($500) to the occupancy permit holder. A **third violation** occurring within a twelve month period shall result in the revocation of a occupancy permit to operate a Residential Facility for the Rehabilitation and Treatment of the Disabled and no occupancy permit shall be reissued to the occupancy permit holder (or principals of the occupancy permit holder if the occupancy permit is an entity) for a period of at least one year following such revocation. The City shall have the right to deny an annual occupancy permit to any individual or entity that has had more than one revocation of an annual occupancy permit to operate a residence for the disabled.

(i) The annual occupancy permit holder shall be required to perform a **hair follicle** test on each potential resident before allowing such person to become an occupant in a Residential Facility for the Rehabilitation and Treatment of the Disabled.

A. The annual occupancy permit holder shall not allow any person whose test results indicate the use of alcohol or drugs in the previous thirty (30) days to become an occupant of the home.

(ii) The annual occupancy permit holder shall conduct random **urinalysis** testing (or other equally effective testing methods) on each of the residents at least once per week to verify ongoing abstinence from alcohol and drugs.

A. Any resident who test positive for alcohol or drugs or who refuses to submit to a test shall be immediately expelled from the home.

(iii) The annual occupancy **permit holder shall maintain records** of the initial testing results and the ongoing test results and shall submit to the City a monthly report representing an accurate accounting of these tests.

A. The method and frequency of testing procedures must be included in a Policy and Procedures manual presented along with the application for an annual occupancy permit.

(iv) The owner/operator shall provide to the City a monthly running report for each occupant identifying the time, date, and result of each assessment completed.

(j) Appeals. Appeals arising from any decision of the City Council with respect to a Residential Facility for the Rehabilitation and Treatment of the Disabled Facility may be directed to the appeal authority per Chapter 2, Article 3 in this Code.

Beverly Hills, California City Code 10-3-3674

The reasonable accommodation shall be approved, with or without conditions, if the reviewing authority finds, based upon all of the evidence presented, that all of the following findings can be made:

D. The requested accommodation will not require a fundamental alteration to the city's zoning or building laws, policies, and/or procedures, as defined in the fair housing laws. In considering whether the accommodation would require such a fundamental alteration, the reviewing authority may consider, among other factors:

1. Whether the requested accommodation would fundamentally alter the character of the neighborhood;

2. Whether the requested accommodation would result in a substantial increase in traffic or insufficient parking;

3. Whether the requested accommodation would substantially undermine any express purpose of either the city's general plan or an applicable specific plan; and

4. Whether the requested accommodation would create an institutionalized environment due to the number of, and distance between, facilities that are similar in nature or operation. (Ord. 12-O-2634, eff. 1-4-2013)

ORDINANCE NO. 15-07

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING TITLE 10, CHAPTER 14; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

Section 1 - Recitals:

WHEREAS, SOUTH OGDEN City ("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, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the City Council finds that in conformance with UC §10-3-717, and UC §10-3-701, the governing body of the city has previously adopted a City Code which deals with residential facilities for disabled persons within certain zones for the city and related issues; and,

WHEREAS, the City Council finds that South Ogden City Code, at Title 10, Chapter 14 and their various sections deal with residential facilities for disabled persons within certain zones of the city and is based on and adopted in conformance with the authority granted to the City by UCA Title 10; and,

WHEREAS, the City Council finds that it is in the public interest to manage and regulate the procedures governing signage issues; and,

WHEREAS, the City Council finds that South Ogden City Code, at Title 10, Chapter 14 and their various sections should be amended by adding new language governing residential facilities for disabled persons uses and regulations for the city; and,

WHEREAS, the City Council finds that the requirements herein should be effective upon passage of this Ordinance; and,

WHEREAS, the City Council finds that the 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

City Code, Title 10, Chapter 14, Be Changed And Amended To Read As Set Out In **Attachment "A"**, Incorporated Fully Herein By This Reference.

Section 2 - Repealer of Conflicting Enactments:

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

Section 3 - Prior Ordinances and Resolutions:

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

Section 4 - Savings Clause:

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

Section 5 - Date of Effect

This Ordinance shall be effective on the 17th day of February, 2015, and after publication or posting as required by law.

DATED this 17th day of February, 2015

SOUTH OGDEN, a municipal corporation

by: _____
Mayor James F. Minster

Attested and recorded

_____
Leesa Kapetanov
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 15-07

An Ordinance Of South Ogden City, Utah, Revising And Amending Title 10, Chapter 14; Making Necessary Language Changes To The City Code To Effect Those Changes; And Establishing An Effective Date For Those Changes.

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17 Feb 15

B. Fencing Of Outdoor Play Areas; Hours Of Use: All outdoor play areas shall be within a fenced area and shall be limited to use between the hours of eight o'clock (8:00) A.M. to eight o'clock (8:00) P.M. Fence height shall be in accordance with section 10-14-8 of this chapter.

C. Parking: Sufficient off street parking shall be provided to satisfy the requirements of section 10-17-3 of this title. (Ord. 673, 1-8-1980)

10-14-14: CLEAR VIEW OF INTERSECTING STREETS:

In all zones which require a front yard, no obstruction to view in excess of three and one-half feet ($3^1/_2$') in height, except a chainlink fence of not more than forty two inches (42") in height shall be placed on a corner lot within a triangular area formed by the street curb lines and a line connecting them at points forty feet (40') from the intersection of the back of the curbs except a reasonable number of trees pruned high enough to permit unobstructed vision to automobile drivers; and pedestal type identification signs. (Ord. 04-22, 10-19-2004, eff. 10-19-2004)

10-14-15: ZERO SIDE YARDS:

One zero side yard may be permitted when approved by the planning commission and city council, and only if the following requirements are met:

A. The remaining one side yard is equal to the combined total of the required two (2) side yards of the zone in which it is located; and

B. No window or other similar opening shall be installed in the building or any accessory building along the side having a zero side yard; and

C. No zero side yard will be permitted on the lot side bordering on a nonresidential zone, or on a residential lot not utilizing zero side yard provisions; and

D. Use of the zero side yard is contingent upon development of or commitment to development of a zero side yard on adjacent lot. (Ord. 673, 1-8-1980)

~~10-14-16: RESIDENTIAL FACILITY FOR DISABLED PERSONS:~~

~~Facility requirements:~~

~~A. Specific Persons Prohibited: No person who is being treated for alcoholism, mental illness or drug abuse shall be placed in a residential facility for disabled persons.~~

~~B. Placement Conditions: Placement shall not be a part of or in lieu of confinement, rehabilitation or treatment in a custodial or correctional-type institution.~~

~~C. Code Compliance: Such facility shall conform to all applicable health, safety and building codes, and must be capable of use as such a facility without structural alteration that changes the residential character of the structure in which the facility is housed.~~

~~D. Site Development Standards: Minimum site development standards shall be the same as those for a single-family dwelling in the zone in which the facility is located.~~

~~E. Parking: A minimum of two (2) off-street parking spaces shall be required per facility (see section 10-17-3 of this title).~~

~~F. Distance Between Facilities: In order to prevent the creation of a de facto social service district and to avoid impacting a residential block, no residential facility for disabled persons may be established or maintained within a one-half ($^1/_2$) mile radius of another existing facility.~~

~~G. Sleeping Facilities: No more than two (2) residents shall sleep in a single bedroom.~~

~~H. Single Occupant Bedroom; Square Feet: A minimum of sixty (60) square feet per individual shall be provided in a single occupant bedroom.~~

~~I. Double Occupant Bedroom; Square Feet: A minimum of one hundred (100) square feet per individual shall be provided in a double occupant bedroom.~~

~~J. Landscaping: All yard and setback areas not occupied by buildings or parking shall be landscaped.~~

~~K. Transferability: The use granted by this section is nontransferable and terminates if the structure in which the facility is housed is devoted to use other than as a residential facility for disabled persons, or if the structure fails to comply with applicable health, safety and building codes.~~

~~L. Licensing: These facilities must be licensed by the city business licensing department.~~

~~M. Bathrooms: There shall be two (2) full-time bathrooms in such facilities directly accessible without going through adjacent rooms or flights of stairs. (Ord. 735, 9-11-1985; amd. 2001 Code)~~

10-14-16: RESIDENTIAL FACILITIES FOR PERSONS WITH A DISABILITY

Field Code Changed

A. Purpose: The purpose of this Chapter is to comply with Section 10-9a-516 of the Utah Code and avoid discrimination in housing against persons with disabilities pursuant to the Utah Fair Housing Act and the federal Fair Housing Act as interpreted by courts whose decisions are binding in Utah.

B. Scope: If any facility, residence, congregate living or other housing arrangement meets the definition of a residential facility for persons with a disability as set forth in this Title, the requirements of this Chapter shall govern the same notwithstanding any conflicting provision of this Title or the South Ogden City Municipal Code. Except as provided herein, the requirements of this Chapter shall not be construed to prohibit or limit other applicable provisions of this Title, the South Ogden City Municipal Code or other laws.

C. Permitted Uses:

1. Notwithstanding any contrary provision of this Title, a residential facility for persons with a disability shall be a permitted use in any zone where a dwelling is allowed either as a permitted or conditional use subject to the development standards in this Chapter.

2. In order to evaluate the impact of a proposed facility and its similarity to the impact of a lawfully occupied dwelling located in the same zone where the facility is located, the following information shall be submitted with the application:

    a. Site plan, building plan, and other information necessary to determine compliance with building safety and health regulations applicable to similar residential dwellings permitted in the zone where the residential facility will be located;

    b. Licensing information required by Section 62A-2-108.2, Utah Code, or its successor; and

    c. Number of residents and staff, including staff who will reside on the premises, if any.

3. A use permitted by this Chapter is nontransferable and shall terminate if:

    a. The facility is devoted to a use other than a residential facility for persons with a disability, or

    b. Any license or certification issued by the Utah Department of Health or the Department of Human Services for such facility terminates or is revoked, or

    c. The facility fails to comply with requirements set forth in this Chapter.

D. Development Standards:

1. The development standards set forth in this section shall apply to any residential facility for persons with a disability.

a. The facility shall comply with building, safety, and health regulations applicable to similar residential structures within the zone in which the facility is located.

b. Each facility shall be subject to the same development standards applicable to similar residential structures located in the same zone in which the facility is located.

2. The facility shall be used as a residential facility without fundamental altering the structure's residential character or the character of the neighborhood where the facility is located.

3. The facility shall be limited to ~~eight~~ six occupants, ~~exclusive of staff~~consisting of up to four persons with a disability and two resident staff.

Comment [LK1]: This is the number recommended by Neil Lindberg.

4. No residential facility shall be made available to an individual whose tenancy would:

a. Constitute a direct threat to the health or safety of other individuals, or

b. Result in substantial physical damage to the property of others.

5. Prior to occupancy of any residential facility, the person or entity operating the facility shall:

a. Provide to the City a copy of any license or certification required by the Utah State Department of Health or the Utah State Department of Human Services, and

b. Certify in a sworn statement that no person will reside or remain in the facility whose tenancy would:

i. Constitute a direct threat to the health or safety of other individuals, or

ii. Result in substantial physical damage to the property of others.

E. Reasonable Accommodation:

1. None of the requirements of this Chapter shall be interpreted to limit any reasonable accommodation necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling as required by the Fair Housing Amendments Act of 1988, Title II of the Americans with Disabilities Act, the Utah Fair Housing Act, and any other federal or state law requiring a reasonable accommodation for a person with a disability.

2. Any person or entity wanting a reasonable accommodation shall submit an application to the Planning Commission and shall in writing:

a. Provide the address of the property to which the accommodation will be applied;

b. Specify the accommodation requested; and

c. Explain why the accommodation is reasonable and necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling.

3. The Planning Commission shall evaluate a reasonable accommodation request based on the following:

a. Whether the housing which is the subject of the request will be used by one or more persons with a disability;

b. Whether the accommodation is reasonable and necessary to afford such persons an equal opportunity to use and enjoy a dwelling;

c. Whether tenancy of the property proposed to be occupied such persons would constitute a direct threat to the health or safety of other persons or result in substantial physical damage to the property of others;

d. Whether the accommodation would impose an undue financial or administrative burden on the City; and

e. Whether the accommodation would require a fundamental alteration in the nature of a City program, including the City's land use and zoning program.

4. Within 30 days after receipt of a complete application the Planning Commission shall approve a requested reasonable accommodation to the extent necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling unless evidence of record demonstrates:

a. Tenancy of the property by that person would constitute a direct threat to the health or safety of other persons or result in substantial physical damage to the property of others; or

b. The accommodation would:

i. Impose an undue financial or administrative burden on the City; or

ii. Require a fundamental alteration in the nature of a City program, including the City's land use and zoning program.

c. If a reasonable accommodation is granted, it shall be documented in writing and shall specify the nature and extent of the reasonable accommodation authorized. A reasonable accommodation shall not be deemed a variance or to run with the land.

5. If a reasonable accommodation request is denied, the decision may be appealed to the Hearing Officer in the manner provided for appeals of administrative decisions set forth in Chapter 4 of this Title.

10-14-17: TELEVISION SATELLITE DISH ANTENNAS:

Building permits are required for TSDAs and shall comply with the following regulations:

A. Location:

1. In any residential zone, TSDAs shall be located only in the rear yard of any lot. If a usable satellite signal cannot be obtained from such rear yard, the antenna may be located on the roof or side yard (except side yards facing the street on a corner lot) as a special exception by approval of the planning commission.

supervision and guidance for five (5) or more children unaccompanied by parent or guardian for periods of less than twenty four (24) hours per day; or as provided in chapter 19 of this title, an occupied residence which furnishes care, supervision and guidance for not more than five (5) children unaccompanied by parent or guardian for periods of less than twenty four (24) hours per day. Occupied residence shall refer to being used as a residence by a family. The term "daycare center" is inclusive of kindergartens, preschools, nursery schools and all other similar facilities specializing in the education and/or care of children prior to their entrance into the first grade, other than facilities owned and/or operated by the public school system.

DISABLED PERSON: A person who has a severe, chronic disability attributable to a mental or physical impairment, or to a combination of mental and physical impairments, which is likely to continue indefinitely or which results in a functional limitation in three (3) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, and who requires a combination or sequence of special interdisciplinary or generic care or treatment.

DRIVEWAY APPROACH: Vehicle access location to a lot or parcel for egress/ingress.

DRY CLEANER: An establishment which has as its sole purpose the cleansing of fabrics with substantially nonaqueous organic solvents. Laundry establishments with self-service, coin operated dry cleaning machines shall not be classified as a dry cleaner.

DWELLING: A building or portion thereof designed or used as the living quarters for one family.

DWELLING, ~~GROUP~~MULTIPLE ~~DWELLINGS~~BUILDINGS ON A SINGLE LOT: Two (2) or more residential buildings placed upon a single lot.

Comment [mjd1]: Change recommended to avoid the confusion between multiple dwelling units on a single lot and Group Homes.

DWELLING, MULTIPLE-FAMILY: A building arranged or designed to be occupied by three (3) or more families~~ or four (4) or more unrelated persons~~.

DWELLING, SINGLE-FAMILY: A building arranged or designed to be occupied by one family, the structure having only one dwelling unit.

DWELLING, SINGLE-FAMILY ROW HOUSE: A building built directly against an adjoining building without an open space between, and containing a one-family dwelling unit extending from basement to roof. Each single-family attached dwelling unit shall have a front and rear entrance. Each group of single-family attached dwellings shall be considered one structure, for purposes of front, rear and side yard requirements.

DWELLING, TWO-FAMILY: A building arranged or designed to be occupied by two (2) families, the structure having only two (2) dwelling units.

DWELLING UNIT: One or more rooms in a dwelling, apartment, hotel or apartment hotel designed for or occupied by one family for living, sleeping and eating purposes. A dwelling unit may contain more than one set of kitchen facilities, whether temporary or permanent, provided they are used only by members of the family occupying the dwelling unit or their nonpaying guests. A dwelling unit may

OPEN SPACE EASEMENT: An easement granted to the city by the owner/developer on and over land in that development which provides and guarantees that the designated common open space and recreation land is permanently reserved for and can be used only for open space and recreation purposes in accordance with the plans and specifications approved by the planning commission and city council at the time of approval of the development.

OVERHANGING ROOF: See definition of Eave.

PARKING LOT: An open area, other than a street, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation, or as an accommodation for clients or customers.

PARKING SPACE: Space within building, lot or parking lot for parking or storage of one automobile with direct and unblockable access to a driveway.

PAYING GUEST: Any person hiring a room in a dwelling unit for living, eating or sleeping purposes.

PHARMACY: A business selling health or treatment items, including baby food and diet supplements and dispensing prescriptions for medical or health purposes, and including and limited to, candies, soft drinks, prepackaged ice cream products not prepared on the premises, tobacco products, magazines and greeting cards.

PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD): A development in which the regulations of the zone in which the development is situated are waived to allow flexibility and initiative in site and building design and location in accordance with an approved plan and imposed general requirements.

PLANNING COMMISSION: The planning commission of South Ogden City, Utah.

POST OFFICE, LIMITED SERVICE: A post office operation providing services normally permitted and/or required by contract with the U.S. postal service.

RECREATIONAL COACH: A vehicle such as a recreational trailer, tent, camper trailer, truck camper, travel trailer, camp car, other vehicle with or without motive power, designed and/or constructed to travel on the public thoroughfare in accordance with the provisions of the Utah vehicle code, designed for the use of human habitation.

RECREATIONAL COACH PARK: Any area or tract of land or a separate designated section within a mobile home park where lots are rented or held out for rent to one or more owners or uses of recreational coaches for a temporary time not to exceed two (2) weeks.

RESIDENTIAL FACILITY FOR DISABLED PERSONS: A residence in which more than one person with a disability resides and which is licensed or certified by:

(1) The Utah Department of Human Services under Title 62A, Chapter 2, of the Utah Code, Licensure of Programs and Facilities; or

(2) The Utah Department of Health under Title 26, Chapter 21, of the Utah Code, Health Care Facility Licensing and Inspection Act.

~~A single-family dwelling structure that is occupied on a twenty four (24) hour per day basis by four (4) or less disabled persons in a family type arrangement under the supervision of a maximum of two (2) houseparents or a manager, for a total of not more than six (6) individuals living in a facility.~~

SENIOR HOUSING: A building or group of buildings containing residential dwelling units where daily meals shall be offered for the residents in a community dining room and support services such as crafts, exercise, TV, personal care and party rooms may be available on site. One family member of each residential dwelling shall be a minimum of fifty five (55) years of age at the time of initial occupancy. Also, physically or mentally disabled persons qualify under this definition as though they were fifty five (55) years of age.

SENSITIVE AREA: Lands containing environmentally and geologically sensitive elements which if encroached upon by unsuspecting urban land development such as utilities, housing, streets and/or public facilities, could be damaged beyond repairability or could cause severe damage to such urban development or cause complete destruction thereof, or cause loss of life or bodily harm. Such sensitive areas could include active earthquake faults, potential landslide areas, steep unstable terrain or areas of potential rockfall.

SENSITIVE VEGETATION: Vegetative cover which can be harmed by compaction from overuse, urban development or altering of the hydrologic cycle in such a manner as to create an environmental imbalance causing severe retardation of growth or elimination of a particular variety of vegetative species.

SENSITIVE WILDLIFE HABITAT: Wildlife habitat which provides an environmental biosphere critical to the well being and perpetuance of certain species of wildlife, particularly if encroached upon by urban related development. It is specifically related to the elimination of a limited habitat and its related wildlife.

SHORT TERM LENDING BUSINESS: An establishment engaged in providing credit intermediation and related activities that facilitate the lending of funds, issuance of credit, or any other similar types of businesses in which the activity is generally contemplated to be completed within a term of six (6) months or less, including a check casher, deferred deposit lender or title lender. A short term loan business may offer more than one type of credit intermediation service if it meets the licensing requirements for each service and operates from a single storefront. This definition does not include investment companies and state or federally chartered banks or financial institutions.

STABLE, PRIVATE: A detached, accessory building for the keeping of horses owned by the occupants of the premises, and not kept for remuneration, hire or sale.

STABLE, PUBLIC: A stable other than a private stable.

STORY: The space within a building, other than a cellar, included between the surface of any floor and the surface of the ceiling next above.

STORY, HALF: A story with at least two (2) of its sides situated in a sloping roof, the floor area of which

PUBLIC COMMENTS SUMMARY SHEET

	R1	R2	R3	R4	R5
Permitted	Not crazy about PRUD's in the R1 zone, - Jerry Cottrell				
	Consider the planning vision with PRUD's in the R-1 zone - No Name Provided				
Conditional	Eliminating conditional uses in R1 & R2 zones is step in right direction but makes handling of "reasonable accommodations" critical - Jerry Cottrell	Eliminating conditional uses in R1 & R2 zones is step in right direction but makes handling of "reasonable accommodations" critical - Jerry Cottrell			
	Make PRUD's and Cluster subdivisions Conditional Uses IF you make the City Council the land use authority - Walt Bausman	Make PRUD's and Cluster subdivisions Conditional Uses IF you make the City Council the land use authority - Walt Bausman	Make PRUD's and Cluster subdivisions Conditional Uses IF you make the City Council the land use authority - Walt Bausman	Make PRUD's and Cluster subdivisions Conditional Uses IF you make the City Council the land use authority - Walt Bausman	Make PRUD's and Cluster subdivisions Conditional Uses IF you make the City Council the land use authority - Walt Bausman
Comments related to certain zones but not the Public Hearing Amendments	Reasonable Accommodation in R1 zone could be 8 max - Jerry Cottrell	Reasonable Accommodation in R2 max. 12 - Jerry Cottrell	Reasonable Accommodation in R3 max. 16 - Jerry Cottrell	Reasonable Accommodation in R4 max. 20 - Jerry Cottrell	Reasonable Accommodation in R5 max. 24 - Jerry Cottrell
Other comments related to proposed amendments	Educational Institutions should be termed Schools - Jerry Cottrell				
	Ok with the definition of Private Educational Institutions (schools) but not the Public because it refers to itself (public school system) - Jerry Cottrell				
	Definition of Family - last sentence, should probably define how many persons make up a "group" - No Name Provided				
	I like eliminating Conditional Uses permits in R-1 and R-2 zones, if included in other zones there needs to be a "time" or "length" stipulation - No Name Provided				
	Add a description of the different zones. After definitions, include a summary description, that way it sets the stage for the reader, and/or something to refer back to - No Name Provided				
	I recommend reviewing the uses for each zone to determine currency and applicablity with SO's vision - No Name Provided				

Other general statements unrelated to the Proposed Amendments of the Public Hearing	Good to key the definition of Residential Facilities for disabled persons to state law - Jerry Cottrell
	Either eliminate Conditional Uses altogether OR Make the conditions clearn and objective - Jerry Cottrell
	Cleaning up archaic definitions is important but a vision is more than that - Jerry Cottrell
	Use, Permitted - excellent addition! - Jerry Cottrell
	City should look at Highland City's code and Beverly Hills, CA regarding Facilities for Disabled Persons - Jerry Cottrell
	Concerned about the size of the rehab facility in the neighborhood - Jerry Cottrell
	Should be no out patient treatment, No dispersing of controlled substances, No AA or similar meetings, secured campus, periodic unannounced drug testing, concern about single ingress/egress, Monastery should be brought up to meet ADA standards - Jerry Cottrell
2	No more than 8 bed facility should be allowed in the Monastery leaving it this way won't compromise the neighborhood - Durans
3	Keep Monastery congruent with surrounding residential areas, have group work together to study best possible answer, City Council should make the final decision not the Planning Commission, why is city helping Sisters sell their property? - Cindy L. Hale
4	I support Mr. Cottrell's statements, Monastery should be limited to 8 persons to keep traffic minimum in neighborhood - Nanette Stenquist
5	We are in agreement with Mr. Cottrell's remarks - Brian and Becky Heaton
6	We agree with Jerry Cottrell - Tyler and Laurel DeGroot
7	Support of Jerry Cottrell's comments, please listen to him, concur about the lack of vision and I'm dismayed at number of "medical" facilities going on, mayor nor council has ever said they are listening and that they want to take care of the people who elected them, keep in mind the people not the businesses that are trying to bend the rules - Marilyn Woolf
8	I fully support all the specifics Mr. Cottrell has pointed out in his letter to you - Nancy Gibson-Fagg
9	Putting a commercial facility into the middle of a residential neighborhood is not consistent with the life style we expect, decrease the ambiguity of the code, like Highland City, I concur with Jerry Cottrell - Andy Kancitis
10	Rezone the Monastery back from conditional usage to that of a R-1-10 zoning, nuns lived there, since the structure was completed, concerned about safe houses are affecting communities, look to other cities that have good ordinances, annexation can affect the dynamics of the city, zoning builds around the vision of the city - Gary Boyer
11	I support Mr. Cottrell's statements regarding the Monastery - Lanette Weeks
12	I support Jerry Cottrell 100% - Steve Hensley
13	Zone correctly, keep residential neighborhoods where there is a feeling of peace and calm - Sydnee Hensley

14	I like Highland City's Code and most of what Jerry has stated, reasonable accommodation needs to be addressed, how many allowed in each zone?, size is an issue, much is missing in the code, better clarification on definitions, uses, number of persons in each zone, define reasonable accommodation, require studies that drive impacts, Disabled persons (see Highland), define family - how many persons make up a "group," pg. 76, Use,Conditional - No Name Provided
15	concerned about expiration of the moratorium, new code needs to be completed by Mar. 1, size does matter, don't allow more than seven sisters, preserve the nature and character of the neighborhood - Bob and Debby Bliss
16	I fully support Mr. Cottrell's position, the ingres/egress will be problematic, large would be anything larger than eight beds - Eric Hargrove
17	provide clear, unambiguous, objective standards, should ask, "How big is too big?" - Bonnie and Bill Rembacz
18	I like Mr. Cottrell's ideas, do away with CUP's, never permit CUP's, do away with archaic zoning, don't pocket zone, zone according to the plan - Norb and Kim Didier
19	I support Mr. Cottrell's remarks - Michael Barnes
20	I agree with Mr. Cottrell's remarks, 10-15-5 is too vague and flexible, be sepcific, follow Highland's code, don't need to accommodate all developer's proposals, love to have more trials and parks, concerns with schools, traffic and ingres/egres, reasonable accommodation in R-1 could be a max. of 8, not acceptable to put a large business at the end of a residential street is not acceptable, my preference would be homes - Sheridan Sheffield
21	Highland's code is good, Beverly Hills is good, don’t want industrial-sized rehab - Ashley Andersen
22	I like Jerry's recommendations, should consider traffic volumes and liability regarding ingres/egres for public safety - Rosalind O'Loughlin
23	Agree with most of Jerry's comments, except resonable accommodation, consider max. is 8 (excluding staff) for all zones, OR R-1 (8), R-2(10), R-3(12), R-4(14), R-5(16) max., more than 16 would be classified as an institution which would then be a hospital (C-2 Zone), add definition of "institution," how did the PC convert monastery from church use to a single-family dwelling?, its now referred to as "single-family dwelling," no other city codes allow more than 16 unrelateds in a single-family dwelling, consider Highland and Draper's codes, PC and CC should be involved directly the the development process for undeveloped sites - Walt Bausman

ORDINANCE NO. 15-06

AN ORDINANCE OF SOUTH OGDEN CITY, UTAH, REVISING AND AMENDING TITLE 10, CHAPTERS 2, 7, 12, & 13; MAKING NECESSARY LANGUAGE CHANGES TO THE CITY CODE TO EFFECT THOSE CHANGES; AND ESTABLISHING AN EFFECTIVE DATE FOR THOSE CHANGES.

Section 1 - **Recitals**:

WHEREAS, SOUTH OGDEN City ("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, and UC §10-3-701, the governing body of the city may exercise all administrative and legislative powers by resolution or ordinance; and,

WHEREAS, the City Council finds that in conformance with UC §10-3-717, and UC §10-3-701, the governing body of the city has previously adopted a City Code which deals permitted and conditional uses within certain zones for the city and related issues; and,

WHEREAS, the City Council finds that South Ogden City Code, at Title 10, Chapters 2, 7, 12, & 13 and their various sections deal with permitted and conditional uses within certain zones of the city and is based on and adopted in conformance with the authority granted to the City by UCA Title 10; and,

WHEREAS, the City Council finds that it is in the public interest to manage and regulate the procedures governing signage issues; and,

WHEREAS, the City Council finds that South Ogden City Code, at Title 10, Chapters 2, 7, 12, & 13 and their various sections should be amended by adding new language governing permitted and conditional uses and regulations for the city; and,

WHEREAS, the City Council finds that the requirements herein should be effective upon passage of this Ordinance; and,

WHEREAS, the City Council finds that the 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 Code, Title 10, Chapters 2, 7, 12, & 13, be changed and amended to as set out in Attachment "A", incorporated fully herein by this reference.

Section 2 - **Repealer of Conflicting Enactments**:

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

Section 3 - **Prior Ordinances and Resolutions**:

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

Section 4 - **Savings Clause**:

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

Section 5 - **Date of Effect**

This Ordinance shall be effective on the 3rd day of February, 2015, and after publication or posting as required by law.

DATED this 3rd day of February, 2015

SOUTH OGDEN, a municipal corporation

by: _____
Mayor James F. Minster

Attested and recorded

_____
Leesa Kapetanov
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 15-06

An Ordinance Of South Ogden City, Utah, Revising And Amending Title 10, Chapters 2, 7, 12, & 13; Making Necessary Language Changes To The City Code To Effect Those Changes; And Establishing An Effective Date For Those Changes.

03 Feb 15

CHAPTER 2
DEFINITIONS

10-2-1: DEFINITIONS:

The words and terms defined in this chapter shall have the meanings indicated. Words used in the present tense include the future and words in the singular number include the plural and words in the plural include the singular. Words not included herein but defined elsewhere in the city ordinances shall be construed as termed therein. The word "shall" is mandatory.

ACCESS RIGHT OF WAY: A strip of land which is part of a lot and provides access to the part thereof used or to be used for buildings or structures.

AGRICULTURE: The tilling of the soil, the raising of crops, horticulture and gardening, but not including keeping or raising of domestic animals and fowl, except household pets, and not including any agricultural industry or business, such as fruit packing plants, fur farms, animal hospitals or similar uses.

ALLEY: A public thoroughfare less than twenty six feet (26') wide.

ASSISTED LIVING UNIT: A type of room in a long-term care facility for elderly or disabled people who are able to get around on their own but who may need help with some activities of daily living or simply prefer the convenience of having their meals in a central cafeteria and having nursing staff on call.

AUTO SERVICE CENTER: Limited to gas sales, tune-ups, emission testing, lubrication and oil changes, front end alignment, detailing, brake, muffler, tire sales, and similar minor sales and services excluding engine, transmission, and differential overhauls and vehicle body repair and painting.

BANK: A financial institution licensed as a receiver of deposits. There are two types of banks: commercial/retail banks and investment banks. Bank does not mean short-term lending institution.

BASEMENT: A story partly underground and having at least one-half ($^1/_2$) its height below the average level of the adjoining ground. A basement shall not be counted as a story, for purposes of height measurement.

BENEFICIAL SOCIETY: An organization that exists for the mutual assistance of its members or its members' families, relatives or designated beneficiaries, during times of hardship, such as illness or financial need. The assistance provided by a beneficial association can take the form of life, accident, health or burial insurance. May also be called Benevolent Association.

BOARDING HOUSE: A building with not more than five (5) guest rooms where, for compensation, meals are provided for at least five (5), but not more than fifteen (15) persons.

BUILDING: Any structure other than a boundary wall or fence.

BUILDING, ACCESSORY: A subordinate building on a lot, the use of which is customarily incidental to that of the main or principal building.

BUILDING, HEIGHT OF: The vertical distance from the finished grade elevation to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to a point midway between the lowest part of the eaves or cornice and ridge of a pitch or hip roof.

BUILDING, MAIN: A building in which is conducted the principal use of the lot on which it is located.

BUILDING, PUBLIC: A building owned and/or operated by a public agency of the United States of America, of the state of Utah, or any of its political subdivisions.

CAR WASH, LAUNDRY TYPE: A structure or portion thereof containing facilities for washing passenger automobiles, using production line methods, but not limited to, chain conveyor, movable or revolving cleaning brushes, blower, steam cleaning or similar mechanical devices.

CAR WASH, MANUAL SPRAY: A structure or portion thereof containing facilities for washing passenger automobiles, limited to using only hand operated manual spray cleaning equipment and techniques.

CARPORT, PRIVATE: A space not completely enclosed by walls or doors. For the purpose of this title, a carport shall be subject to all of the regulations prescribed for a private garage.

CLUSTER SUBDIVISION: A subdivision of land in which the areas and widths of residential lots are reduced below the minimum lot areas and lot width requirements of the zone in which the subdivision is located and where equivalent common open space areas are provided to compensate for such lot reduction.

CONDOMINIUM PROJECT: A real estate condominium project where ownership of a single unit in a multi-unit project, together with an undivided interest in common in the common areas and facilities of the property, is transferred; a plan or project whereby four (4) or more apartments, rooms, office spaces or other existing and proposed apartments or commercial or industrial buildings or structures are separately offered or proposed to be offered for sale and meeting all requirements of the condominium ownership act of the state of Utah. Structures shall conform with all area, yard, frontage and height regulations of the zone district in which they are located.

CORRAL: An enclosure for animals, other than a building.

COURT: An unoccupied open space, other than yard, on the same lot with a building or buildings, which is bounded on two (2) or more sides by the walls of such building or buildings.

COVERAGE, LOT: The percent of the lot area covered by the main and accessory buildings.

CREDIT UNION: A member-owned financial cooperative, controlled by its members and operated for the purpose of promoting thrift, providing credit at competitive rates, and providing other financial services to its members. Credit Union does not mean short-term lending institution.

DAIRY: A commercial establishment for the manufacture, processing or sale of dairy products.

DAYCARE CENTER: Any building or structure other than an occupied residence furnishing care, supervision and guidance for five (5) or more children unaccompanied by parent or guardian for periods of less than twenty four (24) hours per day; or as provided in chapter 19 of this title, an occupied residence which furnishes care, supervision and guidance for not more than five (5) children unaccompanied by parent or guardian for periods of less than twenty four (24) hours per day. Occupied residence shall refer to being used as a residence by a family. The term "daycare center" is inclusive of kindergartens, preschools, nursery schools and all other similar facilities specializing in the education and/or care of children prior to their entrance into the first grade, other than facilities owned and/or operated by the public school system.

DISABLED PERSON: A person who has a severe, chronic disability attributable to a mental or physical impairment, or to a combination of mental and physical impairments, which is likely to continue indefinitely or which results in a functional limitation in three (3) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, and who requires a combination or sequence of special interdisciplinary or generic care or treatment.

DRIVEWAY APPROACH: Vehicle access location to a lot or parcel for egress/ingress.

DRY CLEANER: An establishment which has as its sole purpose the cleansing of fabrics with substantially nonaqueous organic solvents. Laundry establishments with self-service, coin operated dry cleaning machines shall not be classified as a dry cleaner.

DWELLING: A building or portion thereof designed or used as the living quarters for one family.

DWELLING, MULTIPLE BUILDINGS ON A SINGLE LOT: Two (2) or more residential buildings placed upon a single lot.

DWELLING, MULTIPLE-FAMILY: A building arranged or designed to be occupied by three (3) or more families.

DWELLING, SINGLE-FAMILY: A building arranged or designed to be occupied by one family, the structure having only one dwelling unit.

DWELLING, SINGLE-FAMILY ROW HOUSE: A building built directly against an adjoining building without an open space between, and containing a one-family dwelling unit extending from basement to roof. Each single-family attached dwelling unit shall have a front and rear entrance. Each group of single-family attached dwellings shall be considered one structure, for purposes of front, rear and side yard requirements.

DWELLING, TWO-FAMILY: A building arranged or designed to be occupied by two (2) families, the structure having only two (2) dwelling units.

DWELLING UNIT: One or more rooms in a dwelling, apartment, hotel or apartment hotel designed for or occupied by one family for living, sleeping and eating purposes. A dwelling unit may contain more than one set of kitchen facilities, whether temporary or permanent, provided they are used only by

members of the family occupying the dwelling unit or their nonpaying guests. A dwelling unit may include up to two (2) persons per unit to whom rooms are rented in addition to a family related by blood, marriage or adoption, but if the number of such additional persons exceeds two (2) or if they use or are furnished separate cooking facilities, whether temporary or permanent, such additional persons shall be considered a separate family.

EARTHQUAKE FAULT: For purposes of this title, earthquake fault shall refer to that portion of the Wasatch fault which transverses the eastern area of the corporate limits of Ogden, said fault lines are being approximately delineated on the zoning map of South Ogden City. Source of delineation of the fault lines is "Wasatch Fault, Northern Portion, Earthquake Fault Investigation And Evaluation, A Guide To Land Use Planning", by Woodward/Clyde and Associates, Oakland, California. The detailed and exact location of a fault is to be determined by the review procedure as specified in section 10-10B-5 of this title.

EAVE: A portion of the roof that extends not more than two and one-half feet ($2^1/_2$') measured parallel to the nearest exterior wall, gable end, support beam or post.

EDUCATIONAL INSTITUTION - PUBLIC: A public elementary or secondary school or charter school having a curriculum similar to that ordinarily given in grades 1 through 12 in the public school system. The term "educational institution," for the purpose of this title, does not include post high school educational facilities, trade schools, tutorial services, boarding facilities or any residential uses.

EDUCATIONAL INSTITUTION - PRIVATE: A private educational institution, seminary or parochial school having a curriculum similar to that ordinarily given in grades 1 through 12 in the public school system. The term "Educational Institution - Private," for the purpose of this title, does not include private post-high school educational facilities, trade schools, tutorial services, boarding facilities or any residential uses.

FAMILY: Any of the following who occupy a dwelling unit: 1) One person living alone; 2)Two or more persons related by blood, marriage or adoption and foster children living together as a single housekeeping unit; and up to two other persons hired for domestic help residing on the same premises where the housekeeping unit is located; 3) Not more than four (4) unrelated persons living together as a single, nonprofit housekeeping unit; or 4) A group of persons with a disability living in a residential facility for persons with a disability as permitted by 10-14-16 of this Title.

FENCE: A tangible barrier or obstruction of any material, with the purpose or intent or having the effect of preventing passage or view across the fence line. It includes hedges and walls.

FLOODPLAIN: Land adjacent to a body of water which has been or may be hereafter covered by floodwater as delineated on the flood hazard boundary map by the federal insurance administration, HUD.

FLOODPLAIN OVERLAY ZONE: Boundaries of the base flood as identified by the federal insurance administration, HUD, as set forth on the flood hazard boundary map (FHBM). The floodplain zone is designed to overlay or be superimposed over existing zoning within the defined floodplain. Within such an overlay zone, the existing zone remains effective with the additional conditions superimposed by the floodplain zone.

FLOOR AREA: The sum of the gross horizontal area of the several floors of a building and its accessory buildings on the same lot, excluding cellar and basement floor areas not devoted to residential use, but including the area of roofed terraces. All dimensions shall be measured from the exterior faces of the exterior walls.

FLOOR-LOT AREA RATIO: The total floor area of a building divided by the area of the lot on which it is located.

FRONTAGE: All the property fronting on one side of the street between intersecting or intercepting streets, or between a street and a right of way, waterway, end of dead end street, or political subdivision boundary, measured along the street line. An intercepting street shall determine only the boundary of the frontage of the side of the street which it intercepts.

GARAGE, PRIVATE: An enclosed space or accessory building for the storage of one or more motor vehicles; provided, that no business, occupation or service is conducted for profit therein, nor space therein for more than one car is leased to a nonresident of the premises. A garage shall be considered part of a dwelling if the garage and dwelling have a roof or wall in common and are connected structurally.

GARAGE PUBLIC: A building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling or storing motor driven vehicles.

GRADE: The average level of the finished surface or the ground adjacent to the exterior walls of those buildings more than five feet (5') from a street line. For buildings closer than five feet (5') to a street line, the grade is the sidewalk elevation at the center of the building. If there is more than one street, an average sidewalk elevation is to be used. If there is no sidewalk, the city engineer may establish the grade.

GUESTHOUSE: A separate dwelling structure located on a lot with one or more main dwelling structures and used for housing of guests or servants and not rented, leased or sold separate from the rental, lease or sale of the main dwelling.

HOME OCCUPATION: The use of a portion of a dwelling as an office, studio or workroom for small occupations which are customarily conducted in the home and which are clearly incidental and accessory to the primary use of the dwelling for living purposes and which also meet all the conditions and requirements of chapter 19 of this title.

HOSPITAL: An institution licensed by the state of Utah which provides diagnostic, therapeutic, and rehabilitative services to individuals on both an inpatient and outpatient basis by or under the supervision of one or more physicians. Any medical clinic or professional office which offers any inpatient or overnight care, or operates on a twenty four (24) hour basis shall be considered to be a hospital. A hospital may include integral support service facilities such as laboratories, outpatient units and training and central services, together with staff offices necessary to the operation of the hospital.

HOTEL: A building designed for or occupied as the more or less temporary abiding place of sixteen (16) or more individuals who are, for compensation lodged, with or without meals.

HOUSEHOLD PETS: Animals or fowl ordinarily permitted in the house and kept for company or pleasure, such as dogs, cats or canaries, but not including a sufficient number of dogs or cats to constitute a "kennel", as defined in this section.

JUNKYARD: The use of any lot, portion of a lot, or tract of land for the storage, keeping or abandonment of junk, including scrap metals or other scrap materials, or for the dismantling, demolition or abandonment of automobiles, or other vehicles, or machinery or parts thereof; provided, that this definition shall not be deemed to include such uses which are clearly accessory and incidental to any agricultural use permitted in the district.

KENNEL[1]: The land or building used in the keeping of three (3) or more dogs at least four (4) months old.

KINDERGARTEN: See definition of Daycare Center.

LAUNDROMAT OR LAUNDERETTE: A self-service laundry establishment where clothes are cleansed in a coin operated machine. Laundromats or launderettes may include self-service, coin operated dry cleaning machines.

LIGHT REFRESHMENT: Includes, by way of example and not limitation, foods such as sandwiches, hors d'oeuvres, finger foods, snacks, etc., prepared off site and made available to participants and guests at an authorized activity. Includes nonalcoholic drinks only. Light refreshments do not contemplate nor allow full meals.

LODGING HOUSE: A building where lodging only is provided for compensation to five (5) or more, but not exceeding fifteen (15) persons, in contrast to hotels.

LOT: A parcel of land occupied or to be occupied by a main building or group of buildings (main or accessory), together with such yards, open spaces, lot width and lot area as are required by this title and having frontage upon a street. Except for group dwellings and a guesthouse, not more than one dwelling structure shall occupy any one lot.

LOT, CORNER: A lot abutting on two (2) intersecting streets where the interior angle of intersection or interception does not exceed one hundred thirty five degrees (135°).

LOT, INTERIOR: A lot other than a corner lot.

MANUFACTURED HOME: A transportable factory built housing unit constructed on or after June 15, 1976, according to the federal home construction and safety standards act of 1974 (HUD code), in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or when erected on site, is four hundred (400) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems.

MAP, OFFICIAL: Any map adopted by the city council under the provisions of Utah Code Annotated

section 10-9-306, as amended.

MEDICAL LABORATORY: A place for doing tests and research procedures, and for preparing chemicals and medications. Also known as a "medical lab" or simply "lab." Medical Laboratory does not mean manufacturing laboratory.

MOBILE HOME: A transportable factory built housing unit built prior to June 15, 1976, in accordance with a state mobile home code which existed prior to the federal manufactured housing and safety standards act (HUD code).

MOBILE HOME PARK: A parcel of land which has been planned and improved for the placement of mobile homes for residential use.

MOTEL: Any building or group of buildings containing sleeping rooms, designed for temporary use by automobile tourist or transients, with garage attached or parking space conveniently located to each unit.

NATURAL WATERWAYS: Those areas, varying in width, along streams, creeks, gullies, springs or washes which are natural drainage channels as determined by the chief building official and in which areas no buildings shall be constructed.

NONCOMPLYING STRUCTURE: A building or structure or portion thereof lawfully existing at the time any applicable zoning regulations become effective, the design, erection, use, height, area and yard dimensions of which do not conform to the provisions of such regulation or regulations.

NONCONFORMING USE: The prior lawful use of land or of a building or structure which subsequently is prohibited by zoning regulations pertaining to the zone in which the structure or land is situated.

NURSING HOME: A residential facility for people with chronic illness or disability. A place where people who are unable to take care of themselves can live and be taken care of. Also known as "convalescent home" and "long-term care facility."

OPEN GREEN SPACE: An open space suitable for relaxation or landscaping. It shall be unoccupied and unobstructed by buildings and/or hard surfaces such as asphalt, cement and packed gravel, except that such open green space may be traversed by necessary sidewalks and access rights of way.

OPEN SPACE EASEMENT: An easement granted to the city by the owner/developer on and over land in that development which provides and guarantees that the designated common open space and recreation land is permanently reserved for and can be used only for open space and recreation purposes in accordance with the plans and specifications approved by the planning commission and city council at the time of approval of the development.

OVERHANGING ROOF: See definition of Eave.

PARKING LOT: An open area, other than a street, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation, or as an accommodation for clients or customers.

PARKING SPACE: Space within building, lot or parking lot for parking or storage of one automobile with direct and unblockable access to a driveway.

PAYING GUEST: Any person hiring a room in a dwelling unit for living, eating or sleeping purposes.

PHARMACY: A business selling health or treatment items, including baby food and diet supplements and dispensing prescriptions for medical or health purposes, and including and limited to, candies, soft drinks, prepackaged ice cream products not prepared on the premises, tobacco products, magazines and greeting cards.

PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD): A development in which the regulations of the zone in which the development is situated are waived to allow flexibility and initiative in site and building design and location in accordance with an approved plan and imposed general requirements.

PLANNING COMMISSION: The planning commission of South Ogden City, Utah.

POST OFFICE, LIMITED SERVICE: A post office operation providing services normally permitted and/or required by contract with the U.S. postal service.

RECREATIONAL COACH: A vehicle such as a recreational trailer, tent, camper trailer, truck camper, travel trailer, camp car, other vehicle with or without motive power, designed and/or constructed to travel on the public thoroughfare in accordance with the provisions of the Utah vehicle code, designed for the use of human habitation.

RECREATIONAL COACH PARK: Any area or tract of land or a separate designated section within a mobile home park where lots are rented or held out for rent to one or more owners or uses of recreational coaches for a temporary time not to exceed two (2) weeks.

RESIDENTIAL FACILITY FOR DISABLED PERSONS: A residence in which more than one person with a disability resides and which is licensed or certified by:

(1) The Utah Department of Human Services under Title 62A, Chapter 2, of the Utah Code, Licensure of Programs and Facilities; or

(2) The Utah Department of Health under Title 26, Chapter 21, of the Utah Code, Health Care Facility Licensing and Inspection Act.

SENIOR HOUSING: A building or group of buildings containing residential dwelling units where daily meals shall be offered for the residents in a community dining room and support services such as crafts, exercise, TV, personal care and party rooms may be available on site. One family member of each residential dwelling shall be a minimum of fifty five (55) years of age at the time of initial occupancy. Also, physically or mentally disabled persons qualify under this definition as though they were fifty five (55) years of age.

SENSITIVE AREA: Lands containing environmentally and geologically sensitive elements which if encroached upon by unsuspecting urban land development such as utilities, housing, streets and/or public facilities, could be damaged beyond repairability or could cause severe damage to such urban development or cause complete destruction thereof, or cause loss of life or bodily harm. Such sensitive

areas could include active earthquake faults, potential landslide areas, steep unstable terrain or areas of potential rockfall.

SENSITIVE VEGETATION: Vegetative cover which can be harmed by compaction from overuse, urban development or altering of the hydrologic cycle in such a manner as to create an environmental imbalance causing severe retardation of growth or elimination of a particular variety of vegetative species.

SENSITIVE WILDLIFE HABITAT: Wildlife habitat which provides an environmental biosphere critical to the well being and perpetuance of certain species of wildlife, particularly if encroached upon by urban related development. It is specifically related to the elimination of a limited habitat and its related wildlife.

SHORT TERM LENDING BUSINESS: An establishment engaged in providing credit intermediation and related activities that facilitate the lending of funds, issuance of credit, or any other similar types of businesses in which the activity is generally contemplated to be completed within a term of six (6) months or less, including a check casher, deferred deposit lender or title lender. A short term loan business may offer more than one type of credit intermediation service if it meets the licensing requirements for each service and operates from a single storefront. This definition does not include investment companies and state or federally chartered banks or financial institutions.

STABLE, PRIVATE: A detached, accessory building for the keeping of horses owned by the occupants of the premises, and not kept for remuneration, hire or sale.

STABLE, PUBLIC: A stable other than a private stable.

STORY: The space within a building, other than a cellar, included between the surface of any floor and the surface of the ceiling next above.

STORY, HALF: A story with at least two (2) of its sides situated in a sloping roof, the floor area of which does not exceed two-thirds ($^2/_3$) of the floor immediately below it.

STREET: A thoroughfare which has been dedicated to the public and accepted by proper public authority, or a thoroughfare of standard width which has become a public thoroughfare by right of use and which affords the principal access to the abutting property.

STRUCTURAL ALTERATIONS: Any change in supporting members of a building, such as bearing walls, columns, beams or girders.

STRUCTURE: Anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground.

SWIMMING POOL: Any artificial or semiartificial container, whether indoors or outdoors, and whether above or below the surface of the ground, or both, used or intended to be used to contain a body of water for swimming by any person or persons, together with all permanent structures, equipment, appliances and other facilities used or intended for use in and about the operation, maintenance and use of such pool.

SWIMMING POOL, FAMILY: A swimming pool used and intended to be used solely by the owner, operator or lessee thereof and his family and by friends invited to use it without payment of any fee or consideration.

TAVERN[2]: Any business establishment operating under a class C beer license. Such establishments shall be limited in number to two (2) per linear block.

THEATER, INDOOR PICTURE: A building or part of a building devoted to the showing of moving pictures on a paid admission basis.

THEATER, OUTDOOR DRIVE-IN: An open lot or part thereof, with its appurtenant facilities devoted primarily to the showing of moving pictures, on a paid admission basis, to patrons seated in automobiles.

USE: The specific purposes for which land or a building is designed, arranged, intended or for which it is or may be occupied or maintained.

USE, ACCESSORY: A subordinate use customarily incidental to and located upon the same lot occupied by the main use and devoted exclusively to the main use of the premises.

USE, CONDITIONAL: A use or occupancy of a building, or use of land, permitted only when authorized upon issuance of a conditional use permit and subject to the limitations and conditions specified therein as provided in chapter 15 of this title, intended to allow compatible integration of uses which may be suitable only in certain locations within a particular zone, or only upon certain conditions and/or design criteria being achieved. If a use is not listed as permitted or conditional it is prohibited.

USE, PERMITTED: Any use lawfully occupying land or buildings as authorized in the zone regulations and for which no conditional use permit is required. If a use is not listed as permitted or conditional it is prohibited.

WIDTH OF LOT: The distance between the side lot lines at the distance back from the front lot line required for the depth of the front yard.

YARD: An open space on a lot, other than a court, unoccupied and unobstructed from the ground upward by buildings, except as otherwise provided herein.

YARD, FRONT: An open space on the same lot with a building between the front line of the building (exclusive of steps) and the front lot line and extending across the full width of the lot. The "depth" of the front yard is the minimum distance between the front lot line and the front line of the building. On corner lots, the front yard shall be that part of the lot between the principal or entrance side of the building and the street line parallel thereto. The principal side of a building shall be that side with the greater number of entrances or the longer side, as designated by the building official. If there are an equal number of entrances or sides of equal length, either side may be designated as the principal side.

YARD, REAR: An open, unoccupied space on the same lot with a building between the rear line of the building (exclusive of steps) and the rear lot line and extending the full width of the lot. The depth of the rear yard is the minimum distance between the nearest part of the rear lot line and the nearest part of the

rear line of the main building.

YARD, SIDE: An open, unoccupied space on the same lot with a building, between the side line of the building (exclusive of steps), and the side lot line and extending from the front yard to the rear yard. The width of the side yard is the minimum distance between the nearest part of the side lot line and the nearest part of the side line of the building.

ZONE: The geographical area of the city within which the zoning regulations are uniform.

ZONING ORDINANCE: The zoning ordinance of South Ogden City, Utah.

CHAPTER 2
DEFINITIONS

10-2-1: DEFINITIONS:

The words and terms defined in this chapter shall have the meanings indicated. Words used in the present tense include the future and words in the singular number include the plural and words in the plural include the singular. Words not included herein but defined elsewhere in the city ordinances shall be construed as termed therein. The word "shall" is mandatory.

ACCESS RIGHT OF WAY: A strip of land which is part of a lot and provides access to the part thereof used or to be used for buildings or structures.

AGRICULTURE: The tilling of the soil, the raising of crops, horticulture and gardening, but not including keeping or raising of domestic animals and fowl, except household pets, and not including any agricultural industry or business, such as fruit packing plants, fur farms, animal hospitals or similar uses.

ALLEY: A public thoroughfare less than twenty six feet (26') wide.

ASSISTED LIVING UNIT: A type of room in a long-term care facility for elderly or disabled people who are able to get around on their own but who may need help with some activities of daily living or simply prefer the convenience of having their meals in a central cafeteria and having nursing staff on call.

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AUTO SERVICE CENTER: Limited to gas sales, tune-ups, emission testing, lubrication and oil changes, front end alignment, detailing, brake, muffler, tire sales, and similar minor sales and services excluding engine, transmission, and differential overhauls and vehicle body repair and painting.

BANK: A financial institution licensed as a receiver of deposits. There are two types of banks: commercial/retail banks and investment banks. ~~, both of which are regulated by the US Federal Government.~~ Bank does not mean short-term lending institutions.

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BASEMENT: A story partly underground and having at least one-half ($^1/_2$) its height below the average level of the adjoining ground. A basement shall not be counted as a story, for purposes of height measurement.

BENEFICIAL SOCIETY: An organization that exists for the mutual assistance of its members or its members' families, relatives or designated beneficiaries, during times of hardship, such as illness or financial need. The assistance provided by a beneficial association can take the form of life, accident, health or burial insurance. May also be called Benevolent Association.

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BOARDING HOUSE: A building with not more than five (5) guest rooms where, for compensation, meals are provided for at least five (5), but not more than fifteen (15) persons.

BUILDING: Any structure other than a boundary wall or fence.

BUILDING, ACCESSORY: A subordinate building on a lot, the use of which is customarily incidental to

that of the main or principal building.

BUILDING, HEIGHT OF: The vertical distance from the finished grade elevation to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to a point midway between the lowest part of the eaves or cornice and ridge of a pitch or hip roof.

BUILDING, MAIN: A building in which is conducted the principal use of the lot on which it is located.

BUILDING, PUBLIC: A building owned and/or operated by a public agency of the United States of America, of the state of Utah, or any of its political subdivisions.

CAR WASH, LAUNDRY TYPE: A structure or portion thereof containing facilities for washing passenger automobiles, using production line methods, but not limited to, chain conveyor, movable or revolving cleaning brushes, blower, steam cleaning or similar mechanical devices.

CAR WASH, MANUAL SPRAY: A structure or portion thereof containing facilities for washing passenger automobiles, limited to using only hand operated manual spray cleaning equipment and techniques.

CARPORT, PRIVATE: A space not completely enclosed by walls or doors. For the purpose of this title, a carport shall be subject to all of the regulations prescribed for a private garage.

CLUSTER SUBDIVISION: A subdivision of land in which the areas and widths of residential lots are reduced below the minimum lot areas and lot width requirements of the zone in which the subdivision is located and where equivalent common open space areas are provided to compensate for such lot reduction.

CONDOMINIUM PROJECT: A real estate condominium project where ownership of a single unit in a multi-unit project, together with an undivided interest in common in the common areas and facilities of the property, is transferred; a plan or project whereby four (4) or more apartments, rooms, office spaces or other existing and proposed apartments or commercial or industrial buildings or structures are separately offered or proposed to be offered for sale and meeting all requirements of the condominium ownership act of the state of Utah. Structures shall conform with all area, yard, frontage and height regulations of the zone district in which they are located.

CORRAL: An enclosure for animals, other than a building.

COURT: An unoccupied open space, other than yard, on the same lot with a building or buildings, which is bounded on two (2) or more sides by the walls of such building or buildings.

COVERAGE, LOT: The percent of the lot area covered by the main and accessory buildings.

CREDIT UNION: A member-owned financial cooperative, ~~democratically~~ controlled by its members and operated for the purpose of promoting thrift, providing credit at competitive rates, and providing other financial services to its members. Credit Union does not mean short-term lending institution.

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DAIRY: A commercial establishment for the manufacture, processing or sale of dairy products.

DAYCARE CENTER: Any building or structure other than an occupied residence furnishing care, supervision and guidance for five (5) or more children unaccompanied by parent or guardian for periods of less than twenty four (24) hours per day; or as provided in chapter 19 of this title, an occupied residence which furnishes care, supervision and guidance for not more than five (5) children unaccompanied by parent or guardian for periods of less than twenty four (24) hours per day. Occupied residence shall refer to being used as a residence by a family. The term "daycare center" is inclusive of kindergartens, preschools, nursery schools and all other similar facilities specializing in the education and/or care of children prior to their entrance into the first grade, other than facilities owned and/or operated by the public school system.

DISABLED PERSON: A person who has a severe, chronic disability attributable to a mental or physical impairment, or to a combination of mental and physical impairments, which is likely to continue indefinitely or which results in a functional limitation in three (3) or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, and who requires a combination or sequence of special interdisciplinary or generic care or treatment.

DRIVEWAY APPROACH: Vehicle access location to a lot or parcel for egress/ingress.

DRY CLEANER: An establishment which has as its sole purpose the cleansing of fabrics with substantially nonaqueous organic solvents. Laundry establishments with self-service, coin operated dry cleaning machines shall not be classified as a dry cleaner.

DWELLING: A building or portion thereof designed or used as the living quarters for one family.

DWELLING, ~~GROUP~~MULTIPLE ~~DWELLINGS~~BUILDINGS ON A SINGLE LOT: Two (2) or more residential buildings placed upon a single lot.

Comment [mjd1]: Change recommended to avoid the confusion between multiple dwelling units on a single lot and Group Homes.

DWELLING, MULTIPLE-FAMILY: A building arranged or designed to be occupied by three (3) or more families ~~or four (4) or more unrelated persons~~.

DWELLING, SINGLE-FAMILY: A building arranged or designed to be occupied by one family, the structure having only one dwelling unit.

DWELLING, SINGLE-FAMILY ROW HOUSE: A building built directly against an adjoining building without an open space between, and containing a one-family dwelling unit extending from basement to roof. Each single-family attached dwelling unit shall have a front and rear entrance. Each group of single-family attached dwellings shall be considered one structure, for purposes of front, rear and side yard requirements.

DWELLING, TWO-FAMILY: A building arranged or designed to be occupied by two (2) families, the structure having only two (2) dwelling units.

DWELLING UNIT: One or more rooms in a dwelling, apartment, hotel or apartment hotel designed for

or occupied by one family for living, sleeping and eating purposes. A dwelling unit may contain more than one set of kitchen facilities, whether temporary or permanent, provided they are used only by members of the family occupying the dwelling unit or their nonpaying guests. A dwelling unit may include up to two (2) persons per unit to whom rooms are rented in addition to a family related by blood, marriage or adoption, but if the number of such additional persons exceeds two (2) or if they use or are furnished separate cooking facilities, whether temporary or permanent, such additional persons shall be considered a separate family.

~~DWELLING UNIT, BACHELOR OR BACHELORETTE: A dwelling unit designed or used to accommodate four (4) or more unrelated persons. Each unit may or may not include cooking facilities.~~

EARTHQUAKE FAULT: For purposes of this title, earthquake fault shall refer to that portion of the Wasatch fault which transverses the eastern area of the corporate limits of Ogden, said fault lines are being approximately delineated on the zoning map of South Ogden City. Source of delineation of the fault lines is "Wasatch Fault, Northern Portion, Earthquake Fault Investigation And Evaluation, A Guide To Land Use Planning", by Woodward/Clyde and Associates, Oakland, California. The detailed and exact location of a fault is to be determined by the review procedure as specified in section 10-10B-5 of this title.

EAVE: A portion of the roof that extends not more than two and one-half feet ($2^1/_2$') measured parallel to the nearest exterior wall, gable end, support beam or post.

EDUCATIONAL INSTITUTION - PUBLIC: A public elementary or secondary school ~~seminary, parochial school~~ or charter school~~private educational institution~~ having a curriculum similar to that ordinarily given in grades 1 through 12 in the public school system. The term "~~e~~educational institution,"~~,~~ for the purpose of this title, does not include post high school educational facilities, trade schools, tutorial services, boarding facilities or any ~~other~~ residential uses.

EDUCATIONAL INSTITUTION - PRIVATE: A private educational institution, seminary or parochial school having a curriculum similar to that ordinarily given in grades 1 through 12 in the public school system. ~~The term "private educational institution," for the purpose of this title, does not include post high school educational facilities.~~ The term "Educational Institution - Private," for the purpose of this title, does not include private post-high school educational facilities, trade schools, tutorial services, boarding facilities or any ~~other~~ residential uses.

FAMILY: Any of the following who occupy a dwelling unit: 1) One person living alone; 2) Two or more persons related by blood, marriage or adoption~~,~~ and foster children living together as a single housekeeping unit; and up to two other persons hired for ~~compensation such as nannies, servants, gardeners, custodians or security guards~~domestic help residing on the same premises where the housekeeping unit is located; ~~plus domestic servants employed for service on the premises, or a group of bachelors or bachelorettes of~~ 3) ~~n~~Not more than four (4) unrelated persons ~~who need not be so related,~~ living together as a single, nonprofit housekeeping unit; or 4) A group of persons with a disability living in a residential facility for persons with a disability as permitted by ~~this Title.~~ 10-14-16 of this Title.

FENCE: A tangible barrier or obstruction of any material, with the purpose or intent or having the effect

of preventing passage or view across the fence line. It includes hedges and walls.

FLOODPLAIN: Land adjacent to a body of water which has been or may be hereafter covered by floodwater as delineated on the flood hazard boundary map by the federal insurance administration, HUD.

FLOODPLAIN OVERLAY ZONE: Boundaries of the base flood as identified by the federal insurance administration, HUD, as set forth on the flood hazard boundary map (FHBM). The floodplain zone is designed to overlay or be superimposed over existing zoning within the defined floodplain. Within such an overlay zone, the existing zone remains effective with the additional conditions superimposed by the floodplain zone.

FLOOR AREA: The sum of the gross horizontal area of the several floors of a building and its accessory buildings on the same lot, excluding cellar and basement floor areas not devoted to residential use, but including the area of roofed terraces. All dimensions shall be measured from the exterior faces of the exterior walls.

FLOOR-LOT AREA RATIO: The total floor area of a building divided by the area of the lot on which it is located.

~~FRATERNITY OR SORORITY HOUSE: A building occupied by and maintained exclusively for students affiliated with an academic or professional college or university or other recognized institution of higher learning, and when acknowledged by such institution.~~

FRONTAGE: All the property fronting on one side of the street between intersecting or intercepting streets, or between a street and a right of way, waterway, end of dead end street, or political subdivision boundary, measured along the street line. An intercepting street shall determine only the boundary of the frontage of the side of the street which it intercepts.

GARAGE, PRIVATE: An enclosed space or accessory building for the storage of one or more motor vehicles; provided, that no business, occupation or service is conducted for profit therein, nor space therein for more than one car is leased to a nonresident of the premises. A garage shall be considered part of a dwelling if the garage and dwelling have a roof or wall in common and are connected structurally.

GARAGE PUBLIC: A building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling or storing motor driven vehicles.

GRADE: The average level of the finished surface or the ground adjacent to the exterior walls of those buildings more than five feet (5') from a street line. For buildings closer than five feet (5') to a street line, the grade is the sidewalk elevation at the center of the building. If there is more than one street, an average sidewalk elevation is to be used. If there is no sidewalk, the city engineer may establish the grade.

GUESTHOUSE: A separate dwelling structure located on a lot with one or more main dwelling structures and used for housing of guests or servants and not rented, leased or sold separate from the rental, lease or sale of the main dwelling.

HOME OCCUPATION: The use of a portion of a dwelling as an office, studio or workroom for small

occupations which are customarily conducted in the home and which are clearly incidental and accessory to the primary use of the dwelling for living purposes and which also meet all the conditions and requirements of chapter 19 of this title.

HOSPITAL: An institution licensed by the state of Utah which provides diagnostic, therapeutic, and rehabilitative services to individuals on both an inpatient and outpatient basis by or under the supervision of one or more physicians. Any medical clinic or professional office which offers any inpatient or overnight care, or operates on a twenty four (24) hour basis shall be considered to be a hospital. A hospital may include integral support service facilities such as laboratories, outpatient units and training and central services, together with staff offices necessary to the operation of the hospital.

HOTEL: A building designed for or occupied as the more or less temporary abiding place of sixteen (16) or more individuals who are, for compensation lodged, with or without meals.

HOUSEHOLD PETS: Animals or fowl ordinarily permitted in the house and kept for company or pleasure, such as dogs, cats or canaries, but not including a sufficient number of dogs or cats to constitute a "kennel", as defined in this section.

JUNKYARD: The use of any lot, portion of a lot, or tract of land for the storage, keeping or abandonment of junk, including scrap metals or other scrap materials, or for the dismantling, demolition or abandonment of automobiles, or other vehicles, or machinery or parts thereof; provided, that this definition shall not be deemed to include such uses which are clearly accessory and incidental to any agricultural use permitted in the district.

KENNEL[1]: The land or building used in the keeping of three (3) or more dogs at least four (4) months old.

KINDERGARTEN: See definition of Daycare Center.

LAUNDROMAT OR LAUNDERETTE: A self-service laundry establishment where clothes are cleansed in a coin operated machine. Laundromats or launderettes may include self-service, coin operated dry cleaning machines.

LIGHT REFRESHMENT: Includes, by way of example and not limitation, foods such as sandwiches, hors d'oeuvres, finger foods, snacks, etc., prepared off site and made available to participants and guests at an authorized activity. Includes nonalcoholic drinks only. Light refreshments do not contemplate nor allow full meals.

LODGING HOUSE: A building where lodging only is provided for compensation to five (5) or more, but not exceeding fifteen (15) persons, in contrast to hotels.

LOT: A parcel of land occupied or to be occupied by a main building or group of buildings (main or accessory), together with such yards, open spaces, lot width and lot area as are required by this title and having frontage upon a street. Except for group dwellings and a guesthouse, not more than one dwelling structure shall occupy any one lot.

LOT, CORNER: A lot abutting on two (2) intersecting streets where the interior angle of intersection or interception does not exceed one hundred thirty five degrees (135°).

LOT, INTERIOR: A lot other than a corner lot.

MANUFACTURED HOME: A transportable factory built housing unit constructed on or after June 15, 1976, according to the federal home construction and safety standards act of 1974 (HUD code), in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or when erected on site, is four hundred (400) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems.

MAP, OFFICIAL: Any map adopted by the city council under the provisions of Utah Code Annotated section 10-9-306, as amended.

MEDICAL LABORATORY: A place for doing tests and research procedures, and for preparing chemicals and ~~some~~ medications. Also known as a "medical lab" or simply "lab." Medical Laboratory does not mean manufacturing laboratory.

MOBILE HOME: A transportable factory built housing unit built prior to June 15, 1976, in accordance with a state mobile home code which existed prior to the federal manufactured housing and safety standards act (HUD code).

MOBILE HOME PARK: A parcel of land which has been planned and improved for the placement of mobile homes for residential use.

MOTEL: Any building or group of buildings containing sleeping rooms, designed for temporary use by automobile tourist or transients, with garage attached or parking space conveniently located to each unit.

NATURAL WATERWAYS: Those areas, varying in width, along streams, creeks, gullies, springs or washes which are natural drainage channels as determined by the chief building official and in which areas no buildings shall be constructed.

NONCOMPLYING STRUCTURE: A building or structure or portion thereof lawfully existing at the time any applicable zoning regulations become effective, the design, erection, use, height, area and yard dimensions of which do not conform to the provisions of such regulation or regulations.

NONCONFORMING USE: The prior lawful use of land or of a building or structure which subsequently is prohibited by zoning regulations pertaining to the zone in which the structure or land is situated.

NURSING HOME: A residential facility for people with chronic illness or disability, ~~particularly older people who have mobility and~~ A place where people who are unable to take care of themselves can live and be taken care of ~~eating problems.~~ Also known as ~~a~~ "convalescent home" and "long-term care facility."

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OPEN GREEN SPACE: An open space suitable for relaxation or landscaping. It shall be unoccupied and unobstructed by buildings and/or hard surfaces such as asphalt, cement and packed gravel, except that such open green space may be traversed by necessary sidewalks and access rights of way.

OPEN SPACE EASEMENT: An easement granted to the city by the owner/developer on and over land in that development which provides and guarantees that the designated common open space and recreation land is permanently reserved for and can be used only for open space and recreation purposes in accordance with the plans and specifications approved by the planning commission and city council at the time of approval of the development.

OVERHANGING ROOF: See definition of Eave.

PARKING LOT: An open area, other than a street, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation, or as an accommodation for clients or customers.

PARKING SPACE: Space within building, lot or parking lot for parking or storage of one automobile with direct and unblockable access to a driveway.

PAYING GUEST: Any person hiring a room in a dwelling unit for living, eating or sleeping purposes.

PHARMACY: A business selling health or treatment items, including baby food and diet supplements and dispensing prescriptions for medical or health purposes, and including and limited to, candies, soft drinks, prepackaged ice cream products not prepared on the premises, tobacco products, magazines and greeting cards.

PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD): A development in which the regulations of the zone in which the development is situated are waived to allow flexibility and initiative in site and building design and location in accordance with an approved plan and imposed general requirements.

PLANNING COMMISSION: The planning commission of South Ogden City, Utah.

POST OFFICE, LIMITED SERVICE: A post office operation providing services normally permitted and/or required by contract with the U.S. postal service.

RECREATIONAL COACH: A vehicle such as a recreational trailer, tent, camper trailer, truck camper, travel trailer, camp car, other vehicle with or without motive power, designed and/or constructed to travel on the public thoroughfare in accordance with the provisions of the Utah vehicle code, designed for the use of human habitation.

RECREATIONAL COACH PARK: Any area or tract of land or a separate designated section within a mobile home park where lots are rented or held out for rent to one or more owners or uses of recreational coaches for a temporary time not to exceed two (2) weeks.

RESIDENTIAL FACILITY FOR DISABLED PERSONS: A residence in which more than one person with a disability resides and which is licensed or certified by:

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(1) The Utah Department of Human Services under Title 62A, Chapter 2, of the Utah Code, Licensure of Programs and Facilities; or

(2) The Utah Department of Health under Title 26, Chapter 21, of the Utah Code, Health Care Facility Licensing and Inspection Act.

~~A single-family dwelling structure that is occupied on a twenty-four (24) hour per day basis by four (4) or less disabled persons in a family type arrangement under the supervision of a maximum of two (2) houseparents or a manager, for a total of not more than six (6) individuals living in a facility.~~

SENIOR HOUSING: A building or group of buildings containing residential dwelling units where daily meals shall be offered for the residents in a community dining room and support services such as crafts, exercise, TV, personal care and party rooms may be available on site. One family member of each residential dwelling shall be a minimum of fifty five (55) years of age at the time of initial occupancy. Also, physically or mentally disabled persons qualify under this definition as though they were fifty five (55) years of age.

SENSITIVE AREA: Lands containing environmentally and geologically sensitive elements which if encroached upon by unsuspecting urban land development such as utilities, housing, streets and/or public facilities, could be damaged beyond repairability or could cause severe damage to such urban development or cause complete destruction thereof, or cause loss of life or bodily harm. Such sensitive areas could include active earthquake faults, potential landslide areas, steep unstable terrain or areas of potential rockfall.

SENSITIVE VEGETATION: Vegetative cover which can be harmed by compaction from overuse, urban development or altering of the hydrologic cycle in such a manner as to create an environmental imbalance causing severe retardation of growth or elimination of a particular variety of vegetative species.

SENSITIVE WILDLIFE HABITAT: Wildlife habitat which provides an environmental biosphere critical to the well being and perpetuance of certain species of wildlife, particularly if encroached upon by urban related development. It is specifically related to the elimination of a limited habitat and its related wildlife.

SHORT TERM LENDING BUSINESS: An establishment engaged in providing credit intermediation and related activities that facilitate the lending of funds, issuance of credit, or any other similar types of businesses in which the activity is generally contemplated to be completed within a term of six (6) months or less, including a check casher, deferred deposit lender or title lender. A short term loan business may offer more than one type of credit intermediation service if it meets the licensing requirements for each service and operates from a single storefront. This definition does not include investment companies and state or federally chartered banks or financial institutions.

STABLE, PRIVATE: A detached, accessory building for the keeping of horses owned by the occupants of the premises, and not kept for remuneration, hire or sale.

STABLE, PUBLIC: A stable other than a private stable.

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Comment [mjd2]: Consider changing to RESIDENTIAL FACILITY FOR ELDERLY PERSONS

STORY: The space within a building, other than a cellar, included between the surface of any floor and the surface of the ceiling next above.

STORY, HALF: A story with at least two (2) of its sides situated in a sloping roof, the floor area of which does not exceed two-thirds ($^2/_3$) of the floor immediately below it.

STREET: A thoroughfare which has been dedicated to the public and accepted by proper public authority, or a thoroughfare of standard width which has become a public thoroughfare by right of use and which affords the principal access to the abutting property.

STRUCTURAL ALTERATIONS: Any change in supporting members of a building, such as bearing walls, columns, beams or girders.

STRUCTURE: Anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground.

SWIMMING POOL: Any artificial or semiartificial container, whether indoors or outdoors, and whether above or below the surface of the ground, or both, used or intended to be used to contain a body of water for swimming by any person or persons, together with all permanent structures, equipment, appliances and other facilities used or intended for use in and about the operation, maintenance and use of such pool.

SWIMMING POOL, FAMILY: A swimming pool used and intended to be used solely by the owner, operator or lessee thereof and his family and by friends invited to use it without payment of any fee or consideration.

TAVERN[2]: Any business establishment operating under a class C beer license. Such establishments shall be limited in number to two (2) per linear block.

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THEATER, INDOOR PICTURE: A building or part of a building devoted to the showing of moving pictures on a paid admission basis.

THEATER, OUTDOOR DRIVE-IN: An open lot or part thereof, with its appurtenant facilities devoted primarily to the showing of moving pictures, on a paid admission basis, to patrons seated in automobiles.

USE: The specific purposes for which land or a building is designed, arranged, intended or for which it is or may be occupied or maintained.

USE, ACCESSORY: A subordinate use customarily incidental to and located upon the same lot occupied by the main use and devoted exclusively to the main use of the premises.

USE, CONDITIONAL: A use or occupancy of a building, or use of land, permitted only when authorized upon issuance of a conditional use permit and subject to the limitations and conditions specified therein as provided in chapter 15 of this title, intended to allow compatible integration of uses which may be suitable only in certain locations within a particular zone, or only upon certain conditions and/or design criteria being achieved. If a use is not listed as permitted or conditional it is prohibited.

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USE, PERMITTED: Any use lawfully occupying land or buildings as authorized in the zone regulations and for which no conditional use permit is required. If a use is not listed as permitted or conditional it is prohibited.

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WIDTH OF LOT: The distance between the side lot lines at the distance back from the front lot line required for the depth of the front yard.

YARD: An open space on a lot, other than a court, unoccupied and unobstructed from the ground upward by buildings, except as otherwise provided herein.

YARD, FRONT: An open space on the same lot with a building between the front line of the building (exclusive of steps) and the front lot line and extending across the full width of the lot. The "depth" of the front yard is the minimum distance between the front lot line and the front line of the building. On corner lots, the front yard shall be that part of the lot between the principal or entrance side of the building and the street line parallel thereto. The principal side of a building shall be that side with the greater number of entrances or the longer side, as designated by the building official. If there are an equal number of entrances or sides of equal length, either side may be designated as the principal side.

YARD, REAR: An open, unoccupied space on the same lot with a building between the rear line of the building (exclusive of steps) and the rear lot line and extending the full width of the lot. The depth of the rear yard is the minimum distance between the nearest part of the rear lot line and the nearest part of the rear line of the main building.

YARD, SIDE: An open, unoccupied space on the same lot with a building, between the side line of the building (exclusive of steps), and the side lot line and extending from the front yard to the rear yard. The width of the side yard is the minimum distance between the nearest part of the side lot line and the nearest part of the side line of the building.

ZONE: The geographical area of the city within which the zoning regulations are uniform.

ZONING ORDINANCE: The zoning ordinance of South Ogden City, Utah.

CHAPTER 7
RESIDENTIAL ZONES

ARTICLE A. SINGLE-FAMILY RESIDENTIAL ZONES (R-1-6, R-1-8, R-1-10)

10-7A-1: PURPOSE AND INTENT:
The purpose of the R-1-10, R-1-8 and R-1-6 zone classifications is to provide regulated areas for single-family residential uses at three (3) different low density levels.

10-7A-2: PERMITTED USES:
Accessory building and use customarily incidental to any permitted use.

Agriculture.

Church, synagogue or similar permanent building used for regular religious worship.

Cluster Subdivision (see chapter 12 of this Title)
Educational institution - public.

Educational institution - private.

Golf course, except miniature golf course.

Home occupation (see chapter 19 of this Title).

Parking lot accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons. (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

10-7A-3: CONDITIONAL USES:

There are no conditional uses in this zone.

10-7A-4: SITE DEVELOPMENT STANDARDS:

A. Minimum lot area:

1. R-1-10 zone, ten thousand (10,000) square feet.

2. R-1-8 zone, eight thousand (8,000) square feet.

3. R-1-6 zone, six thousand (6,000) square feet for dwelling and eight thousand five hundred (8,500) square feet for other main building.

B. Minimum lot width:

1. R-1-10 zone: Eighty feet (80').

2. R-1-8 zone: Sixty five feet (65').

3. R-1-6 zone: Sixty feet (60').

C. Minimum yard setbacks:

1. Front:

a. R-1-10 and R-1-8 zones: Thirty feet (30'), except average where fifty percent (50%) frontage is developed, but not less than twenty feet (20').

b. R-1-6 zone: Twenty five feet (25'), except average where fifty percent (50%) frontage is developed, but not less than twenty feet (20').

2. Side:

a. Dwelling:

(1) R-1-10 zone: Ten feet (10') with total width of two (2) side yards not less than twenty four feet (24').

(2) R-1-8 and R-1-6 zones: Eight feet (8') with total width of two (2) side yards not less than eighteen feet (18').

b. Other main building: Twenty feet (20').

c. Accessory building:

(1) R-1-10 zone: Ten feet (10'), in side yard if located at least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot.

(2) R-1-8 and R-1-6 zones: Eight feet (8'), in side yard if located at least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot. (Ord. 08-10, 3-18-2008, eff. 3-18-2008)

3. Side facing street on corner lot: Twenty feet (20'), except average where fifty percent (50%) frontage is developed, but not less than fifteen feet (15').

4. Rear:

a. Main building: Thirty feet (30').

b. Accessory building:

(1) R-1-10 zone: One foot (1'), except ten feet (10') where accessory building rears on side yard of adjacent corner lot.

(2) R-1-8 and R-1-6 zones: One foot (1'), except eight feet (8') where accessory building rears on side yard of adjacent corner lot.

D. Building height:

1. Minimum: One story.

2. Maximum: Two and one-half ($2^1/_2$) stories or thirty five feet (35').

ARTICLE B. TWO-FAMILY RESIDENTIAL ZONE (R-2)

10-7B-1: PURPOSE AND INTENT:
The purpose of the R-2 zone classification is to accommodate a need for moderate density residential districts incorporating both single-family and two-family dwelling units.

10-7B-2: PERMITTED USES:
Accessory building and use customarily incidental to any permitted use.

Agriculture.

Church, synagogue or similar permanent building used for regular religious worship.

Cluster subdivision (see chapter 12 of this Title).

Educational institution - public.

Educational institution – private.

Golf course, except miniature golf course.

Home occupation (see chapter 19 of this title).

Parking lot accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated building.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Temporary building and use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling.

10-7B-3: CONDITIONAL USES:

There are no conditional uses in this zone.

10-7B-4: SITE DEVELOPMENT STANDARDS:

A. Minimum lot area:

1. Single-family dwelling: Six thousand (6,000) square feet.
2. Two-family dwelling: Ten thousand eight hundred ninety (10,890) square feet.
3. Other main building: Eight thousand five hundred (8,500) square feet.

B. Minimum lot width: Seventy five feet (75').

C. Minimum yard setbacks:

1. Front: Fifteen feet (15').

2. Side:

a. Main building: Eight feet (8'), with total width of two (2) sides of not less than eighteen feet (18') for single-family dwelling or two-family dwelling and twenty feet (20') each side for other main building. (Ord. 673, 1-8-1980)

b. Accessory building: Eight feet (8'), in side yard if located at least six feet (6') from main building, except one foot (1') in minimum rear yard if located at least six feet (6') from main building; but not closer than ten feet (10') to dwelling on adjacent lot.

3. Side, facing street or corner lot: Fifteen feet (15').

4. Rear:

a. Main building: Thirty feet (30').

b. Accessory building: One foot (1'), except eight feet (8') where accessory building rears on side yard of adjacent corner lot.

D. Building height:

1. Minimum: One story.

2. Maximum: Two and one-half ($2^1/_2$) stories or twenty seven feet (27').

ARTICLE C. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-3)

10-7C-1: PURPOSE AND INTENT:
The purpose of this zone is to provide residential areas that will accommodate the development of dwelling types from single-family through multiple-family units with their associated necessary public services and activities. It is also to provide an orderly transition from less intensive, higher density uses. (Ord. 673, 1-8-1980)

10-7C-2: PERMITTED USES:
Accessory building and use customarily incidental to any permitted use.

Agriculture.

Church, synagogue or similar permanent building used for regular religious worship.

Educational institution - public.

Educational institution – private.

Golf course, except miniature golf course.

Multiple buildings on a single lot with twelve (12) or less dwelling units in accordance with chapter 13 of

this title.
Home occupation (see chapter 19 of this title).

Library or museum, public or nonprofit.

Multiple-family dwelling with twelve (12) or less dwelling units.

Parking lots accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling

10-7C-3: CONDITIONAL USES:

The following uses shall be allowed only when authorized by a conditional use permit as provided in chapter 15 of this title:

Daycare center.

Nursing home.

10-7C-4: SITE DEVELOPMENT STANDARDS:

A. Minimum Lot Area:

1. One-building dwelling:

a. For single-family: Six thousand (6,000) square feet.

b. For two-family: Eight thousand five hundred (8,500) square feet.

c. For multiple-family: Eight thousand five hundred (8,500) square feet, plus two thousand (2,000) square feet for each dwelling unit in excess of two (2) in each building.

2. a. Multiple buildings on a single lot: Eight thousand five hundred (8,500) square feet for each building, plus two thousand (2,000) square feet for each dwelling unit in excess of two (2) in each building.

3. a. Other main building: Eight thousand five hundred (8,500) square feet.

b. For nursing home: An additional seven hundred fifty (750) square feet for guest or patient accommodation in excess of four (4).

B. Minimum Lot Width: Sixty feet (60').

C. Minimum Yard Setbacks:

1. Front: Twenty five feet (25'), except average where fifty percent (50%) frontage is developed, but not less than twenty feet (20').

2. Side:

a. Main building:

(1) One-building dwelling and multiple buildings on a single lot: Eight feet (8') with total width of two (2) required yards of not less than eighteen feet (18'), plus one foot (1') each side for each one foot (1') main building is over thirty five feet (35') high.

(2) Other main building: Twenty feet (20') each side, plus one foot (1') each side for each one foot (1') main building is over thirty five feet (35') high.

b. Accessory building: Eight feet (8'), in side yard if located at least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot.

3. Side facing street on corner lot: Twenty feet (20'), except average where fifty percent (50%) frontage is developed, but not less than fifteen feet (15').

4. Rear:

a. Main building: Thirty feet (30').

b. Accessory building: One foot (1'), except eight feet (8') where accessory building rears on side yard of adjacent corner lot.

D. Building Height:

1. Minimum: One story.

2. Maximum: Nursing home, two and one-half ($2^1/_2$) stories or thirty five feet (35'), none for other buildings.

E. Lot Coverage: No building or group of buildings with their accessory buildings shall cover more than forty percent (40%) of the lot area.

F. Open Green Space: At least forty percent (40%) of the lot area shall be left in open green space.

G. Special Regulations: In no case shall the ratio of total floor area in the building to the lot area exceed one to one (1:1).

ARTICLE D. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-3A)

10-7D-0: REQUIREMENTS:
The requirements of the R-3 zone are applicable except for the following amendments:

10-7D-3: SITE DEVELOPMENT STANDARDS:

A. Minimum Lot Area:

1. One building dwelling:

    a. Same as multiple family dwelling in R-3 zone or eight (8) units per acre, whichever is less.

2. Multiple buildings on a single lot:

    a. Same as multiple buildings on a single lot in R-3 zone or eight (8) units per acre, whichever is less.

ARTICLE D1. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-3B)

10-7D1-0: REQUIREMENTS:
This zone is the same as R-3A except the density listed in section 10-7D-0 of this chapter under subsection 10-7D-3 A1a and A2a is limited to eleven (11) units per acre. (Ord. 11-01, 2-1-2011, eff. 2-1-2011)

ARTICLE E. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-4)

10-7E-1: PURPOSE AND INTENT:
The purpose of the R-4 zone is to provide higher density residential areas with their associated necessary public services and activities. It is also to provide an orderly transition from less intensive, lower density uses to more intensive, higher density.

10-7E-2: PERMITTED USES:

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Boarding and lodging house.

Church, synagogue or similar permanent building used for regular religious worship.

College or university.

Daycare center.

Educational institution - public.

Educational institution - private

Golf course, except miniature golf course.

Multiple dwellings on a single lot with twenty four (24) or less dwelling units in accordance with chapter 13 of this title.

Home occupation (see chapter 19 of this title).

Library or museum, public or nonprofit.

Multiple-family dwelling with twenty four (24) or less dwelling units.

Parking lots accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling.

10-7E-3: CONDITIONAL USES:

The following uses shall be allowed only when authorized by a conditional use permit as provided in chapter 15 of this title:

Assisted living units.

Beneficial societies.

Cemetery with customary incidental uses, including, but not limited to, mortuary, mausoleum, crematory, staff housing, service shops and chapel.

Hospital, clinic.

Nursing home.

Professional and business offices in which goods or merchandise are not commercially created, exchanged or sold.

Studio for professional work, teaching, performances or exhibitions of the fine arts; provided, that such performances or exhibitions are limited to the work product of the studio involved.

Wedding chapel and reception center; provided, that light refreshment only shall be incidental to the principal use.

10-7E-4: SITE DEVELOPMENT STANDARDS:

A. Minimum Lot Area:

1. One-building dwelling:

a. For single-family: Six thousand (6,000) square feet, plus one thousand five hundred (1,500) square feet for each additional dwelling unit.

2. a. Multiple dwellings on a single lot: Six thousand (6,000) square feet for first building, plus two thousand (2,000) square feet for each additional building, plus one thousand five hundred (1,500) square feet for each dwelling unit in excess of one in each building.

3. a. Other main building: Seven thousand five hundred (7,500) square feet.

b. For nursing home: An additional five hundred (500) square feet for each guest or patient in excess of four (4).

c. For hospital, beneficial society or wedding chapel: Twenty thousand (20,000) square feet.

B. Minimum Lot Width: Sixty feet (60').

C. Minimum Yard Setbacks:

1. Front: Twenty five feet (25'), except average where fifty percent (50%) frontage is developed, but not less than fifteen feet (15'). (Ord. 673, 1-8-1980)

2. Side:

a. For any dwelling, nursery school, office, clinic, boarding house or lodging house, six feet (6') with total of two (2) side yards not less than sixteen feet (16'), plus one foot (1') each side for each one foot (1') any building is over thirty five feet (35') high. (Ord. 673, 1-8-1980; amd. 2001 Code)

b. Other main building: Twenty feet (20') each side, plus one foot (1') each side for each two feet (2') main building is over thirty five feet (35') high. (Ord. 673, 1-8-1980)

c. Accessory building: Eight feet (8'), in side yard if located at the least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot. (Ord. 08-10, 3-18-2008, eff. 3-18-2008)

3. Side facing street on corner lot: Fifteen feet (15'), except average where fifty percent (50%) frontage is developed, but not less than ten feet (10').

4. Rear:

a. Main building: Thirty feet (30').

b. Accessory building: One foot (1'), except six feet (6') where accessory building rears on side yard of adjacent corner lot.

D. Building Height:

1. Minimum: One story.

2. Maximum: None.

E. Lot Coverage: No building or group of buildings with their accessory buildings shall cover more than fifty percent (50%) of the lot area.

F. Open Green Space: At least thirty percent (30%) of the lot area shall be left in open green space.

G. Special Regulations: In no case shall the ratio of floor area in the main building to the lot area exceed two to one (2:1).

ARTICLE E1. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-4A)

10-7E1-1 PURPOSE AND INTENT:

The purpose of the R-4A zone is to provide office areas with their associated necessary public services and activities. It is also to provide an orderly transition from less intensive, lower density uses to more intensive, higher density uses.

The requirements of the R-4 zone are applicable except for the following amendments:

10-7E1-2: PERMITTED USES:

The following permitted uses allowed in the R-4 zone remain as permitted uses in the R-4A zone.

Accessory building and use customarily incidental to any permitted use.

Agriculture

Church, synagogue or similar permanent building used for regular religious worship.

Parking lots accessory to uses permitted in this zone.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

The following uses permitted in the R-4 zone were removed as permitted uses from the R-4Azone.
Boarding and lodging houses.

College or university.

Daycare center.

Educational institution - public.

Educational institution - private

Golf course, except miniature golf course.

Multiple buildings on a single lot with twenty four (24) or less dwelling units

Home occupation.

Library or museum, public or nonprofit.

Multiple-family dwellings.

Planned residential unit development.

Single-family dwelling.

Two-family dwelling.

10-7E1-3: CONDITIONAL USES:

The following conditional uses allowed in an R-4 zone remain as conditional uses in the R-4Azone:

Professional and business offices in which goods or merchandise are not commercially created, exchanged or sold.

The following conditional uses allowed in the R-4 zone were removed from the R-4A zone:

Assisted living units.

Beneficial society.

Cemetery with customary incidental uses, including, but not limited to, mortuary, mausoleum, crematory, staff housing, service shops and chapel.

Multiple buildings on a single lot. with twenty five (25) or more dwelling units in accordance with chapter 13 of this title.

Hospital, clinic.

Kindergarten.

Multiple-family dwellings.

Nursing home.

Private park, playground or recreation area, but not including privately owned commercial amusement business.

Studio for professional work, teaching, performances or exhibitions of the fine arts.

Wedding chapel and reception center.

10-7E1-4: SITE DEVELOPMENT STANDARDS:

The following change was made to 10-7E-4(D)(2) of the R-4 site development standards

D. Building Height:

2. Maximum: 3 stories

ARTICLE F. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-5)

10-7F-1: PURPOSE AND INTENT:

The purpose of the R-5 zone classification is to permit development of high density residential areas with their associated necessary public services and activities.

10-7F-2: PERMITTED USES:

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Bank.

Beneficial Society

Boarding and lodging house.

Church, synagogue or similar permanent building used for regular religious worship.

College or university.

Credit union.

Daycare center.

Educational institution - public.

Educational institution – private.

Golf course, except miniature golf course.

Multiple dwellings on a single lot with forty nine (49) or less dwelling units in accordance with chapter 13 of this title.

Home occupation (see chapter 19 of this title).

Kindergarten.

Library or museum, public or nonprofit.

Mortuary.

Multiple-family dwelling with forty nine (49) or less dwelling units.

Parking lot, accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Private park, playground and recreation area, but not including privately-owned commercial amusement business.

Professional and business offices in which goods or merchandise are not commercially created, exchanged or sold.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Studio for professional work, teaching, performances or exhibitions of the fine arts; provided, that such performances or exhibitions are limited to the work products of the studio involved.

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling.

Wedding chapel and reception center; provided, that light refreshment only shall be served and the service or consumption of food or refreshment shall be directly incidental to the principal use.

10-7F-3: CONDITIONAL USES:
The following uses shall be allowed only when authorized by a conditional use permit as provided in chapter 15 of this title:

Assisted living units.

Hospital, clinic, including clinic for household pets for outpatient treatment only.

Medical laboratory.

Nursing home.

Public utility substation

10-7F-4: SITE DEVELOPMENT STANDARDS:

A. Minimum lot area:

1. One-building dwelling:

a. For single-family, six thousand (6,000) square feet.

b. For multiple-family, same as single-family dwelling, plus one thousand five hundred (1,500) square feet for each additional dwelling unit. (Ord. 739, 1-20-1986)

2. a. Multiple buildings on a single lot, six thousand (6,000) square feet for first building, plus two thousand (2,000) square feet for each additional building, plus one thousand five hundred (1,500) square feet for each dwelling unit in excess of one in each building.

3. a. Other main building, seven thousand five hundred (7,500) square feet.

b. For nursing home, an additional five hundred (500) square feet for each guest or patient in excess of four (4). (Ord. 739, 1-20-1986)

c. For hospital, beneficial society, mortuary or wedding chapel, twenty thousand (20,000) square feet. (Ord. 739, 1-20-1986; amd. 2001 Code)

B. Minimum lot width, sixty feet (60').

C. Minimum yard setbacks:

1. Front, twenty five feet (25'), except average where fifty percent (50%) frontage is developed, but not less than fifteen feet (15').

2. Side:

a. For any dwelling, nursery school, office, clinic, boarding house or lodging house, six feet (6') with total of two (2) side yards not less than sixteen feet (16'), plus one foot (1') each side for each one foot (1') any main building is over thirty five feet (35') high. (Ord. 739, 1-20-1986)

b. Other main: Twenty feet (20') each side, plus one foot (1') each side for building each two feet (2') main building is over thirty five feet (35') high. (Ord. 739, 1-20-1986; amd. 2001 Code)

c. Accessory building: Eight feet (8'), in side yard if located at the least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot. (Ord. 08-10, 3-18-2008, eff. 3-18-2008)

3. Side facing street on corner lot: Fifteen feet (15'), except average where fifty percent (50%) frontage is developed, but not less than ten feet (10').

4. Rear:

a. Main building: Thirty feet (30').

b. Accessory building: One foot (1'), except six feet (6') where accessory building rears on side yard of adjacent corner lot.

D. Building Height:

1. Minimum: One story.

2. Maximum: None.

E. Lot Coverage: No building or group of buildings with their accessory buildings shall cover more than fifty percent (50%) of the lot area.

F. Open Green Space: At least thirty percent (30%) of the lot area shall be left in open green space.

G. Special Regulations: In no case shall the ratio of floor area in the main building to the lot area exceed two to one (2:1). (Ord. 739, 1-20-1986)

ARTICLE G. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-5A)

10-7G-1: PURPOSE AND INTENT:

The purpose of the R-5A zone classification is to permit development of limited residential and office/commercial uses with their associated necessary public services and activities.

The requirements of the R-5 zone are applicable except for the following amendments:

10-7G-2: PERMITTED USES:

The following permitted uses in an R-5 zone remain as permitted uses in the R-5A zone.

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Beneficial Society

Church, synagogue or similar permanent building used for regular religious worship.

College or university.

Daycare Center

Home Occupation

Kindergarten.

Library or museum, public or nonprofit.

Mortuary.

Parking lot, accessory to uses permitted in this zone.

Photo studio.

Planned residential unit development, in accordance with chapter 11 of this title.

Private park, playground and recreation area, but not including privately-owned commercial amusement business.

Professional and business offices in which goods or merchandise are not commercially created, exchanged or sold.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

The following use has been added as a permitted use in the R-5zc(A & B) zone:

Medical related retail, such as a pharmacy, maternity clothes and related item sales, and medical supplies and equipment, if located in an approved medical office building.

The following uses permitted in the R-5 zone were removed as permitted uses from the R-5Azone.
Bank.

Boarding and lodging house.

Credit union.

Educational institutions – public.

Educational institutions - private

Golf course, except miniature golf course.

Multiple buildings on a single lot with forty nine (49) or less dwelling units in accordance with chapter 13 of this title.

Multiple-family dwelling with forty nine (49) or less dwelling units.

Single-family dwelling.

Two-family dwelling.

10-7G-3: CONDITIONAL USES:

The following conditional uses allowed in an R-5 zone remain as conditional uses in the R-5A zone:

Cemetery with customary incidental uses, including, but not limited to, mortuary, mausoleum, crematory, staff housing, service shops and chapel.

Hospital, sanitarium, clinic, including clinic for household pets for outpatient treatment only.

Laboratories.

Nursing home.

The following has been added as a conditional use in the R-5Azone:

Senior housing.

The following conditional uses allowed in the R-5 zone were removed from the R-5A zone:
Assisted living units.

Beneficial society.

ARTICLE H. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-5B)

10-7H-1: PURPOSE AND INTENT:

The prupose of the R-5B zone classification is to permit development of high density residential areas with their associated necessary public services and activities.

The requirements of the R-5 zone are applicable except for the following amendments:

10-7H-1: PERMITTED USES:

The following permitted uses allowed in an R-5 zone are also allowed in the R-5B zone:

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Boarding and lodging house.

Church, synagogue or similar permanent building used for regular religious worship.

Daycare center.

Multiple-family dwelling with forty nine (49) or less dwelling units.

Parking lot, accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Private park, playground and recreation area, but not including privately-owned commercial amusement business.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Studio for professional work, teaching, performances or exhibitions of the fine arts; provided, that such performances or exhibitions are limited to the work products of the studio involved.

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling.

Wedding chapel and reception center; provided, that light refreshment only shall be served and the service or consumption of food or refreshment shall be directly incidental to the principal use.

The following permitted uses in an R-5 zone are not permitted in the R-5B zone:

Bank.

Beneficial Society

College or university.

Credit union.

Educational institution - public.

Educational institution - private

Golf course, except miniature golf course.

Home occupation

Multiple buildings on a single lot with forty nine (49) or less dwelling units in accordance with chapter 13 of this title.

Kindergarten.

Library.

Mortuary.

Professional and business offices in which goods or merchandise are not commercially created, exchanged or sold.

10-7H-2: CONDITIONAL USES:

The following conditional uses allowed in an R-5 zone are also allowed in the R-5B zone:

Assisted living units.

Cemetery with customary incidental uses, including, but not limited to, mortuary, mausoleum, crematory, staff housing, service shops and chapel.

Home occupation

Hospital, clinic, including clinic for household pets for outpatient treatment only.

Nursing home.

The following conditional uses allowed in the R-5 zone are not allowed in the R-5B zone:

Beneficial Society

Medical Laboratories

10-7H-3: SITE DEVELOPMENT STANDARDS:

Same as R-5 zone except for the following amendments to 10-7F-4(A)and (D):

A. Minimum lot area:

1. One-building dwelling:

a. For single-family, six thousand (6,000) square feet.

b. For multiple-family, same as single-family dwelling, plus one thousand five hundred (1,500) square feet for each additional dwelling unit or twenty (20) units per acre, whichever is less (Ord. 739, 1-20-1986)

2. a. Multiple buildings on a single lot, six thousand (6,000) square feet for first building, plus two thousand (2,000) square feet for each additional building, plus one thousand five hundred (1,500) square feet for each dwelling unit in excess of one in each building, or twenty (20) units per acre, whichever is less.

D. Building Height:

1. Minimum: One story.

2. Maximum: Three (3)stories or forty two feet (42').

ARTICLE I. MULTIPLE-FAMILY RESIDENTIAL ZONE, SENIOR HOUSING (R-5C)

10-7I-0: REQUIREMENTS:

The requirements of the R-5 zone are applicable except for the following zc amendments:

The following is a conditional use in the R-5zcC) zone:

Senior housing at a maximum density of thirty eight (38) units per acre.

CHAPTER 7
-RESIDENTIAL ZONES

ARTICLE A. SINGLE-FAMILY RESIDENTIAL ZONES (R-1-6, R-1-8, R-1-10)

10-7A-1: PURPOSE AND INTENT:

The purpose of the R-1-10, R-1-8 and R-1-6 zone classifications is to provide regulated areas for single-family residential uses at three (3) different low density levels. ~~(Ord. 673, 1-8-1980)~~

10-7A-2: PERMITTED USES:

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Church, synagogue or similar permanent building used for regular religious worship.

Cluster Subdivision (see chapter 12 of this Title)

Educational institution - public.

Educational institution - private.

Golf course, except miniature golf course.

~~Greenhouse, noncommercial only.~~

Home occupation (see chapter 19 of this Title).

~~Household pets.~~

Parking lot accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons. (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

~~(Ord. 673, 1-8-1980; amd. Ord. 901, 2-18-1997; Ord. 919, 8-5-1997, eff. 8-5-1997)~~

Comment [LK1]: CC- determine max sizes for this use in each zone.

Comment [LK2]: Planning Commission determined this was not much different from a PRUD and should be allowed. However, Chapter 12 Title 10 of the city code needs to be revised to more tightly regulate this use. This change should take place in all residential zones.

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Comment [LK3]: The Planning Commission discussed this to some extent, separating educational institutions into public and private and only allowing private educational institutions as conditional uses in residential zones; however, they later determined that any school that taught curriculum K-12 was inherently the same and should be a permitted use in all residential zones. Otherwise, it could open the city to litigation. This change should be made in all residential zones.

Comment [LK4]: CC-determine max size for this use in each j res. zone

Comment [LK5]: This is covered under accessory buildings in the site development standards. Change should be made in all residential zones.

Comment [LK6]: The PC felt this was not a use and should not be included. It should be up to a homeowner or landlord to determine if pets are allowed. Change should take place in all residential zones.

Comment [LK7]: Neil Lindberg recommends that Chapter 11 be redone to "tighten" it up and make the city less susceptible to litigation. The PC also recommended that Chapter 11 contain wording requiring that all roads and infrastructure in PRUD's, whether public or private, be built to city standards.

Comment [LK8]: Needs to be a permitted use to comply with Fair Housing Act. Should be changed in all residential zones.

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10-7A-3: CONDITIONAL USES:

~~The following uses shall be allowed only when authorized by a conditional use permit as provided in chapter 15 of this title:~~There are no conditional uses in this zone.

~~Cluster subdivisions, in accordance with chapter 12 of this title.~~

~~Educational institution - private.~~

~~Group dwelling on a minimum lot size of forty thousand (40,000) square feet.~~

~~Private park, playground or recreation area, but not including privately owned commercial amusement business.~~

~~Public utility substation or water storage reservoir developed by a public agency.~~

~~Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements). (Ord. 07-06, 3-6-2007, eff. 3-6-2~~

Comment [mjd9]: Should not be in R-1 or R-2 zone – see Ord. 07-06 and CC minutes March 06, 2007. Motion to deny Group Dwellings in R-2 but was erroneously added to R-1 during codification.

Comment [LK10]: Planning Commission felt that if anyone wanted either of these uses in the future, they would have to apply to add them to the ordinance.

10-7A-4: SITE DEVELOPMENT STANDARDS:

A. Minimum lot area:

1. R-1-10 zone, ten thousand (10,000) square feet.
2. R-1-8 zone, eight thousand (8,000) square feet.
3. R-1-6 zone, six thousand (6,000) square feet for dwelling and eight thousand five hundred (8,500) square feet for other main building.

B. Minimum lot width:

1. R-1-10 zone: Eighty feet (80').
2. R-1-8 zone: Sixty five feet (65').
3. R-1-6 zone: Sixty feet (60').

C. Minimum yard setbacks:

1. Front:

a. R-1-10 and R-1-8 zones: Thirty feet (30'), except average where fifty percent (50%) frontage is developed, but not less than twenty feet (20').

b. R-1-6 zone: Twenty five feet (25'), except average where fifty percent (50%) frontage is developed, but not less than twenty feet (20').

2. Side:

a. Dwelling:

(1) R-1-10 zone: Ten feet (10') with total width of two (2) side yards not less than twenty four feet (24').

(2) R-1-8 and R-1-6 zones: Eight feet (8') with total width of two (2) side yards not less than eighteen feet (18').

b. Other main building: Twenty feet (20').

c. Accessory building:

(1) R-1-10 zone: Ten feet (10'), in side yard if located at least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot.

(2) R-1-8 and R-1-6 zones: Eight feet (8'), in side yard if located at least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot. (Ord. 08-10, 3-18-2008, eff. 3-18-2008)

3. Side facing street on corner lot: Twenty feet (20'), except average where fifty percent (50%) frontage is developed, but not less than fifteen feet (15').

4. Rear:

a. Main building: Thirty feet (30').

b. Accessory building:

(1) R-1-10 zone: One foot (1'), except ten feet (10') where accessory building rears on side yard of adjacent corner lot.

(2) R-1-8 and R-1-6 zones: One foot (1'), except eight feet (8') where accessory building rears on side yard of adjacent corner lot.

D. Building height:

1. Minimum: One story.

2. Maximum: Two and one-half ($2^1/_2$) stories or thirty five feet (35').

ARTICLE B. TWO-FAMILY RESIDENTIAL ZONE (R-2)

10-7B-1: PURPOSE AND INTENT:
The purpose of the R-2 zone classification is to accommodate a need for moderate density residential districts incorporating both single-family and two-family dwelling units.

10-7B-2: PERMITTED USES:
Accessory building and use customarily incidental to any permitted use.

Agriculture.

Church, synagogue or similar permanent building used for regular religious worship.

Cluster subdivision (see chapter 12 of this Title).

Educational institution - public.

Educational institution – private.

Golf course, except miniature golf course.

~~Greenhouse, noncommercial only.~~

Home occupation (see chapter 19 of this title).

~~Household pets.~~

Parking lot accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated building.

Residential facility for disabled persons- (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Temporary building and use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling.

10-7B-3: CONDITIONAL USES:

~~The following uses shall be allowed only when authorized by a conditional use permit as provided in chapter 15 of this title:~~There are no conditional uses in this zone.

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~~Public utility substation or water storage reservoir developed by a publi~~
~~Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).~~

10-7B-4: SITE DEVELOPMENT STANDARDS:

A. Minimum lot area:

1. Single-family dwelling: Six thousand (6,000) square feet.

2. Two-family dwelling: Ten thousand eight hundred ninety (10,890) square feet.

3. Other main building: Eight thousand five hundred (8,500) square feet.

B. Minimum lot width: Seventy five feet (75').

C. Minimum yard setbacks:

1. Front: Fifteen feet (15'). ~~(Ord. 08-01, 1-8-2008, eff. 1-8-2008)~~

2. Side:

a. Main building: Eight feet (8'), with total width of two (2) sides of not less than eighteen feet (18') for single-family dwelling or two-family dwelling and twenty feet (20') each side for other main building. (Ord. 673, 1-8-1980)

b. Accessory building: Eight feet (8'), in side yard if located at least six feet (6') from main building, except one foot (1') in minimum rear yard if located at least six feet (6') from main building; but not closer than ten feet (10') to dwelling on adjacent lot. ~~(Ord. 08-10, 3-18-2008, eff. 3-18-2008)~~

3. Side, facing street or corner lot: Fifteen feet (15'). ~~(Ord. 08-01, 1-8-2008, eff. 1-8-2008)~~

4. Rear:

a. Main building: Thirty feet (30').

b. Accessory building: One foot (1'), except eight feet (8') where accessory building rears on side yard of adjacent corner lot. (Ord. 673, 1-8-1980)

D. Building height:

1. Minimum: One story.

2. Maximum: Two and one-half ($2^1/_2$) stories or twenty seven feet (27'). ~~(Ord. 08-01, 1-8-2008, eff. 1-8-2008)~~

ARTICLE C. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-3)

10-7C-1: PURPOSE AND INTENT:

The purpose of this zone is to provide residential areas that will accommodate the development of dwelling types from single-family through multiple-family units with their associated necessary public services and activities. It is also to provide an orderly transition from less intensive, higher density uses. (Ord. 673, 1-8-1980)

10-7C-2: PERMITTED USES:
Accessory building and use customarily incidental to any permitted use.

Agriculture.

~~Bachelor and/or bachelorette dwelling with twelve (12) or less dwelling units.~~

Comment [LK11]: This term is outdated and unnecessary. This use is covered under multi-family dwelling

Church, synagogue or similar permanent building used for regular religious worship.

Educational institution - public.

Educational institution – private.

Golf course, except miniature golf course.

~~Greenhouse, noncommercial only.~~

Multiple buildings on a single lot with twelve (12) or less dwelling units in accordance with chapter 13 of this title.~~Group dwelling with twelve (12) or less dwelling units.~~

~~Home occupation (see chapter 19 of this title).~~

~~Household pets.~~

Home occupation (see chapter 19 of this title).

Library or museum, public or nonprofit.

Comment [LK12]: Create a max size for this facility.

Multiple-family dwelling with twelve (12) or less dwelling units.

Parking lots accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

~~Two-family dwelling.~~ Two-family dwelling

10-7C-3: CONDITIONAL USES:

The following uses shall be allowed only when authorized by a conditional use permit as provided in chapter 15 of this title:

~~Cemetery with customary incidental uses, including, but not limited to, mortuary, mausoleum, crematory, staff housing, service shops and c~~

Daycare center.

~~Educational institution - private. Group dwelling with thirteen (13) or more dwelling units in accordance with chapter 13 of this titlhirteen~~

~~Multiple-family dwelling with thirteen (13) or more dwelling units.~~

Nursing home.

~~Private park, playground or recreation area, but not including privately owned commercial amusement business.~~

~~Public utility substation or water storage reservoir developed by a public agency. (Ord. 673, 1-8-1980)~~

10-7C-4: SITE DEVELOPMENT STANDARDS:

A. Minimum Lot Area:

1. One-building dwelling:

a. For single-family: Six thousand (6,000) square feet.

b. For two-family: Eight thousand five hundred (8,500) square feet.

c. For multiple-family: Eight thousand five hundred (8,500) square feet, plus two thousand (2,000) square feet for each dwelling unit in excess of two (2) in each building. ~~(Ord. 673, 1-8-1980)~~

~~d. For bachelor or bachelorette: Same as multiple-family.~~

2. a. ~~Group dwelling~~Multiple ~~dwellings~~buildings on a single lot: Eight thousand five hundred (8,500) square feet for each building, plus two thousand (2,000) square feet for each dwelling unit in excess of two (2) in each building.

Comment [LK13]: The PC deliberated on this use, as well as nursing homes, for quite a while. They were divided as to whether they should be left as conditional uses, or taken completely out of the R-3 zone. After a vote, it was left in

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Comment [LK14]: Mark Vlasic recommended this be removed. The density for the zone has been set above in the permitted uses. If someone wants more density, they should need to ask for a re-zone to a higher density zone. This section of the code was probably in place before LUDMA when spot-zoning was illegal.

Comment [LK15]: The PC determined that if anyone wanted this use in the city, they would have to ask for it to be added to the zone where it was being proposed.

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~~b. For bachelor or bachelorette: Same as group dwelling. (Ord. 673, 1-8-1980; amd. 2001 Code)~~

3. a. Other main building: Eight thousand five hundred (8,500) square feet.

b. For nursing home: An additional seven hundred fifty (750) square feet for guest or patient accommodation in excess of four (4).

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B. Minimum Lot Width: Sixty feet (60').

C. Minimum Yard Setbacks:

1. Front: Twenty five feet (25'), except average where fifty percent (50%) frontage is developed, but not less than twenty feet (20').

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2. Side:

a. Main building:

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(1) One-building dwelling and ~~group dwelling~~multiple buildings on a single lot: Eight feet (8') with total width of two (2) required yards of not less than eighteen feet (18'), plus one foot (1') each side for each one foot (1') main building is over thirty five feet (35') high. ~~(Ord. 673, 1-8-1980)~~

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(2) Other main building: Twenty feet (20') each side, plus one foot (1') each side for each one foot (1') main building is over thirty five feet (35') high. ~~(Ord. 673, 1-8-1980; amd. 2001 Code)~~

b. Accessory building: Eight feet (8'), in side yard if located at least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot. ~~(Ord. 08-10, 3-18-2008, eff. 3-18-2008)~~

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3. Side facing street on corner lot: Twenty feet (20'), except average where fifty percent (50%) frontage is developed, but not less than fifteen feet (15').

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4. Rear:

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a. Main building: Thirty feet (30').

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b. Accessory building: One foot (1'), except eight feet (8') where accessory building rears on side yard of adjacent corner lot.

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D. Building Height:

1. Minimum: One story.

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2. Maximum: Nursing home, two and one-half ($2^1/_2$) stories or thirty five feet (35'), none for other buildings.

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E. Lot Coverage: No building or group of buildings with their accessory buildings shall cover more than forty percent (40%) of the lot area.

F. Open Green Space: At least forty percent (40%) of the lot area shall be left in open green space.

G. Special Regulations: In no case shall the ratio of total floor area in the building to the lot area exceed one to one (1:1). ~~(Ord. 673, 1-8-1980)~~

ARTICLE D. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-3A~~zc(D)~~)

10-7D-0: REQUIREMENTS:

Comment [LK16]: The PC determined that "zc" zones should be renamed. This becomes the R-3A zone, R-5zc(AB) will become R-5A, etc.

The requirements of the R-3 zone are applicable except for the following ~~zc~~ amendments:

10-7D-3: SITE DEVELOPMENT STANDARDS:

A. Minimum Lot Area:

1. One building dwelling:

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~~d. For bachelor or bachelorette: Same as multiple-family.~~

~~e.~~a. Same as multiple family dwelling in R-3 zone or ~~Eight~~ eight (8) units per acre, whichever is less.

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2. ~~Group~~ Multiple ~~dwellings~~ buildings on a single lot:

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~~b. For bachelor or bachelorette: Same as group dwelling.~~

~~e.~~a. Same as multiple buildings on a single lot in R-3 zone or ~~Eight~~ eight (8) units per acre, whichever is less.

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~~(Ord. 11-01, 2-1-2011, eff. 2-1-2011)~~

ARTICLE D1. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-3B~~zc(E)~~)

10-7D1-0: REQUIREMENTS:

This zone is the same as R-3~~zc(D)~~ A except the density listed in section 10-7D-0 of this chapter under subsection 10-7D-3 ~~A1d~~ A1a and A2a is limited to eleven (11) units per acre. (Ord. 11-01, 2-1-2011, eff. 2-1-2011)

ARTICLE E. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-4)

Comment [LK17]: Other than the changes that were made in all residential zones, the PC recommended that staff create design and development standards to facilitate the removal of conditional uses in zones R-4 and higher.

10-7E-1: PURPOSE AND INTENT:

The purpose of the R-4 zone is to provide higher density residential areas with their associated necessary public services and activities. It is also to provide an orderly transition from less intensive, lower density uses to more intensive, higher density. ~~(Ord. 673, 1-8-1980)~~

10-7E-2: PERMITTED USES:

Accessory building and use customarily incidental to any permitted use.

Agriculture.

~~Bachelor and/or bachelorette dwelling with twenty-four (24) or less dwelling units.~~

Boarding and lodging house.

Church, synagogue or similar permanent building used for regular religious worship.

College or university.

Daycare center.

Educational institution - public.

Educational institution - private

Golf course, except miniature golf course.

~~Greenhouse, noncommercial only.~~

~~Group~~Multiple dwellings on a single lot with twenty four (24) or less dwelling units in accordance with chapter 13 of this title.

Home occupation (see chapter 19 of this title).

~~Household pets.~~

Library or museum, public or nonprofit.

Multiple-family dwelling with twenty four (24) or less dwelling units.

Parking lots accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling.

~~(Ord. 673, 1-8-1980; amd. Ord. 735, 9-11-1985; 2001 Code)~~

10-7E-3: CONDITIONAL USES:

The following uses shall be allowed only when authorized by a conditional use permit as provided in chapter 15 of this title:

Assisted living units.

~~Bachelor and/or bachelorette dwelling with twenty five (25) or more dwelling units.~~

Beneficial societies.

Cemetery with customary incidental uses, including, but not limited to, mortuary, mausoleum, crematory, staff housing, service shops and chapel.

~~Educational institutions - private. Fraternal and beneficial societies, orders and social clubs of a nonprofit nature.~~

~~Group~~Multiple ~~dwellings on a single lot with twenty five (25) or more dwelling units in accordance with chapter 13 of this title.~~

Hospital, ~~sanitarium,~~ clinic.

~~Kindergarten.~~

~~Multiple-family dwelling with twenty five (25) or more dwelling units.~~

Nursing home.

~~Private park, playground or recreation area, but not including privately owned commercial amusement business.~~

Professional and business offices in which goods or merchandise are not commercially created, exchanged or sold.

~~Public utility.~~

Studio for professional work, teaching, performances or exhibitions of the fine arts; provided, that such performances or exhibitions are limited to the work product of the studio involved.

Wedding chapel and reception center; provided, that light refreshment only shall be incidental to the principal use. ~~(Ord. 673, 1-8-1980; amd. Ord. 854, 5-17-1994; Ord. 975, 8-5-1998, eff. 8-5-1998; 2001 Code)~~

10-7E-4: SITE DEVELOPMENT STANDARDS:

A. Minimum Lot Area:

1. One-building dwelling:

a. For single-family: Six thousand (6,000) square feet, plus one thousand five hundred (1,500) square feet for each additional dwelling unit.

~~b. For bachelor or bachelorette: Same as single-family.~~

2. a. ~~Group~~Multiple dwellings on a single lot: Six thousand (6,000) square feet for first building, plus two thousand (2,000) square feet for each additional building, plus one thousand five hundred (1,500) square feet for each dwelling unit in excess of one in each building.

~~b. For bachelor or bachelorette: Same as group dwelling. (Ord. 673, 1-8-1980; amd. 2001 Code)~~

3. a. Other main building: Seven thousand five hundred (7,500) square feet.

b. For nursing home: An additional five hundred (500) square feet for each guest or patient in excess of four (4).

c. For hospital, ~~fraternal and~~ beneficial society or wedding chapel: Twenty thousand (20,000) square feet.

B. Minimum Lot Width: Sixty feet (60').

C. Minimum Yard Setbacks:

1. Front: Twenty five feet (25'), except average where fifty percent (50%) frontage is developed, but not less than fifteen feet (15'). (Ord. 673, 1-8-1980)

2. Side:

a. For any dwelling, nursery school, office, clinic, ~~fraternity, sorority~~, boarding house or lodging house, six feet (6') with total of two (2) side yards not less than sixteen feet (16'), plus one foot (1') each side for each one foot (1') any building is over thirty five feet (35') high. (Ord. 673, 1-8-1980; amd. 2001 Code)

b. Other main building: Twenty feet (20') each side, plus one foot (1') each side for each two feet (2') main building is over thirty five feet (35') high. (Ord. 673, 1-8-1980)

c. Accessory building: Eight feet (8'), in side yard if located at the least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot. (Ord. 08-10, 3-18-2008, eff. 3-18-2008)

3. Side facing street on corner lot: Fifteen feet (15'), except average where fifty percent (50%) frontage is developed, but not less than ten feet (10').

4. Rear:

a. Main building: Thirty feet (30').

b. Accessory building: One foot (1'), except six feet (6') where accessory building rears on side yard of adjacent corner lot.

D. Building Height:

1. Minimum: One story.

2. Maximum: None.

E. Lot Coverage: No building or group of buildings with their accessory buildings shall cover more than fifty percent (50%) of the lot area.

F. Open Green Space: At least thirty percent (30%) of the lot area shall be left in open green space.

G. Special Regulations: In no case shall the ratio of floor area in the main building to the lot area exceed two to one (2:1). ~~(Ord. 673, 1-8-1980)~~

ARTICLE E1. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-4~~ze(E)~~A)

10-7E1-1 PURPOSE AND INTENT:

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The purpose of the R-4~~zc(E)~~ A zone is to provide office areas with their associated necessary public services and activities. It is also to provide an orderly transition from less intensive, lower density uses to more intensive, higher density uses.

~~10-7E1-0: REQUIREMENTS:~~

The requirements of the R-4 zone are applicable except for the following ~~zc~~ amendments:

10-7E1-2: PERMITTED USES:

~~The following uses permitted in the R-4 zone are not permitted in the R-4zc(E) zone:~~

The following permitted uses allowed in the R-4 zone remain as permitted uses in the R-4A zone.

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Accessory building and use customarily incidental to any permitted use.

Agriculture

~~Bachelor or bachelorette dwellings.~~

Church, synagogue or similar permanent building used for regular religious worship.

Parking lots accessory to uses permitted in this zone.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

The following uses permitted in the R-4 zone were removed as permitted uses from the R-4Azone.

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Boarding and lodging houses.

College or university.

Daycare center.

Educational institution - public.

Educational institution - private

Golf course, except miniature golf course.

~~Greenhouse.~~

~~Group~~Multiple ~~dwellings~~ buildings on a single lot with twenty four (24) or less dwelling units~~.~~

Home occupation.

~~Household pets.~~

Library or museum, public or nonprofit.

Multiple-family dwellings.

Planned residential unit development.

Single-family dwelling.

Two-family dwelling.

10-7E1-3: CONDITIONAL USES:

The following conditional uses allowed in an R-4 zone ~~are not allowed in an~~remain as conditional uses in the R-4~~ze(E)~~ Azone:

Professional and business offices in which goods or merchandise are not commercially created, exchanged or sold.

The following conditional uses allowed in the R-4 zone were removed from the R-4A zone:

Assisted living units.

~~Bachelor and/or bachelorette dwellings.~~

Beneficial societ~~ies~~y.

Cemetery with customary incidental uses, including, but not limited to, mortuary, mausoleum, crematory, staff housing, service shops and chapel..

~~Fraternal and beneficial societies, orders and social clubs of a nonprofit nature.~~

~~Group~~ Multiple ~~dwellings~~ buildings on a single lot, with twenty five (25) or more dwelling units in accordance with chapter 13 of this title.

Hospital, ~~sanatorium,~~ clinic.

Kindergarten.

Multiple-family dwellings.

Nursing home.

Private park, playground or recreation area, but not including privately owned commercial amusement business.

Studio for professional work, teaching, performances or exhibitions of the fine arts.

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Wedding chapel and reception center.

10-7E1-4: SITE DEVELOPMENT STANDARDS:

The following change was made to 10-7E-4(D)(2) of the R-4 site development standards

D. Building Height:

2. Maximum: 3 stories

~~(Ord. 11-01, 2-1-2011, eff. 2-1-2011)~~

~~10-7E1-1: PURPOSE AND INTENT:~~

~~The purpose of the R-4ze(E) zone is to provide office areas with their associated necessary public services and activities. It is also to provide an orderly transition from less intensive, lower density uses to more intensive, higher density uses. (Ord. 11-01, 2-1-2011, eff. 2-1-2011)~~

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ARTICLE F. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-5)

10-7F-1: PURPOSE AND INTENT:

The purpose of the R-5 zone classification is to permit development of high density residential areas with their associated necessary public services and activities. ~~(Ord. 673, 1-8-1980)~~

10-7F-2: PERMITTED USES:

Accessory building and use customarily incidental to any permitted use.

Agriculture.

~~Bachelor and/or bachelorette dwelling with forty nine (49) or less dwelling units.~~

Bank.

Beneficial Society

Boarding and lodging house.

Church, synagogue or similar permanent building used for regular religious worship.

College or university.

Credit union.

Daycare center.

Educational institution - public.

Educational institution – private.

~~Fraternal and beneficial societies, orders and social clubs of a nonprofit nature.~~

Golf course, except miniature golf course.

~~Greenhouse, noncommercial only.~~

~~Group~~Multiple dwellings on a single lot with forty nine (49) or less dwelling units in accordance with chapter 13 of this title.

Home occupation (see chapter 19 of this title).

~~Household pets.~~

K~~K~~indergarten.

Library or museum, public or nonprofit.

Mortuary.

Multiple-family dwelling with forty nine (49) or less dwelling units.

Parking lot, accessory to uses permitted in this zone.

~~Photo studio.~~

Planned residential unit development, in accordance with chapter 11 of this title.

Private park, playground and recreation area, but not including privately-owned commercial amusement business.

Professional and business offices in which goods or merchandise are not commercially created, exchanged or sold.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Studio for professional work, teaching, performances or exhibitions of the fine arts; provided, that such performances or exhibitions are limited to the work products of the studio involved.

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling.

Wedding chapel and reception center; provided, that light refreshment only shall be served and the service or consumption of food or refreshment shall be directly incidental to the principal use.

~~(Ord. 673, 1-8-1980; amd. Ord. 735, 9-11-1985; 2001 Code)~~

10-7F-3: CONDITIONAL USES:

The following uses shall be allowed only when authorized by a conditional use permit as provided in chapter 15 of this title:

~~Apartment hotels.~~

Assisted living units.

~~Bachelor and/or bachelorette dwelling with fifty (50) or more dwelling units.~~

~~Beneficial society.~~

~~Cemetery with customary incidental uses, including, but not limited to, mortuary, mausoleum, crematory, staff housing, service shops and chapel.~~

~~Educational institution - private.~~

~~Fraternal and sorority house.~~

~~GroupMultiple dwellings on a single lot with fifty (50) or more dwelling units in accordance with chapter 13 of this title.~~

Hospital, ~~sanitarium,~~ clinic, including clinic for household pets for outpatient treatment only.

Medical ~~L~~laboratory~~ies~~.

~~Multiple-family dwelling with fifty (50) or more dwelling units.~~

Nursing home.

Public utility substation. ~~(Ord. 673, 1-8-1980; amd. Ord. 855, 5-17-1994; Ord. 975, 8-5-1998, eff. 8-5-1998; 2001 Code)~~

10-7F-4: SITE DEVELOPMENT STANDARDS:

A. Minimum lot area:

1. One-building dwelling:

a. For single-family, six thousand (6,000) square feet.

b. For multiple-family, same as single-family dwelling, plus one thousand five hundred (1,500) square feet for each additional dwelling unit. (Ord. 739, 1-20-1986)

~~c. For bachelor or bachelorette, same as single-family.~~

2. a. ~~Group~~Multiple ~~dwellings~~ buildings on a single lot, six thousand (6,000) square feet for first building, plus two thousand (2,000) square feet for each additional building, plus one thousand five hundred (1,500) square feet for each dwelling unit in excess of one in each building.

~~b. For bachelor or bachelorette, same as above. (Ord. 739, 1-20-1986; amd. 2001 Code)~~

3. a. Other main building, seven thousand five hundred (7,500) square feet.

b. For nursing home, an additional five hundred (500) square feet for each guest or patient in excess of four (4). (Ord. 739, 1-20-1986)

c. For hospital, ~~fraternal and~~ beneficial society, mortuary or wedding chapel, twenty thousand (20,000) square feet. (Ord. 739, 1-20-1986; amd. 2001 Code)

B. Minimum lot width, sixty feet (60').

C. Minimum yard setbacks:

1. Front, twenty five feet (25'), except average where fifty percent (50%) frontage is developed, but not less than fifteen feet (15').

2. Side:

a. For any dwelling, nursery school, office, clinic, ~~fraternity, sorority,~~ boarding house or lodging house, six feet (6') with total of two (2) side yards not less than sixteen feet (16'), plus one foot (1') each side for each one foot (1') any main building is over thirty five feet (35') high. (Ord. 739, 1-20-1986)

b. Other main: Twenty feet (20') each side, plus one foot (1') each side for building each two feet (2') main building is over thirty five feet (35') high. (Ord. 739, 1-20-1986; amd. 2001 Code)

c. Accessory building: Eight feet (8'), in side yard if located at the least six feet (6') from main building except one foot (1') in minimum rear yard if located at least six feet (6') from main building, but not closer than ten feet (10') to dwelling on adjacent lot. (Ord. 08-10, 3-18-2008, eff. 3-18-2008)

3. Side facing street on corner lot: Fifteen feet (15'), except average where fifty percent (50%) frontage is developed, but not less than ten feet (10').

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4. Rear:

a. Main building: Thirty feet (30').

b. Accessory building: One foot (1'), except six feet (6') where accessory building rears on side yard of adjacent corner lot.

D. Building Height:

1. Minimum: One story.

2. Maximum: None.

E. Lot Coverage: No building or group of buildings with their accessory buildings shall cover more than fifty percent (50%) of the lot area.

F. Open Green Space: At least thirty percent (30%) of the lot area shall be left in open green space.

G. Special Regulations: In no case shall the ratio of floor area in the main building to the lot area exceed two to one (2:1). (Ord. 739, 1-20-1986)

ARTICLE G. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-5Azc~~(A & B)~~)

10-7G-1: PURPOSE AND INTENT:

The purpose of the R-5A zone classification is to permit development of limited residential and office/commercial uses with their associated necessary public services and activities.

~~10-7G-0: REQUIREMENTS:~~

The requirements of the R-5 zone are applicable except for the following ~~zc~~ amendments:

10-7G-2: PERMITTED USES:

The following permitted uses in an R-5 zone remain as permitted uses in the R-5A zone.~~are not allowed in this zone:~~

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Beneficial Society

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Church, synagogue or similar permanent building used for regular religious worship.

College or university.

Daycare Center

Home Occupation

Kindergarten.

Library or museum, public or nonprofit.

Mortuary.

Parking lot, accessory to uses permitted in this zone.

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Photo studio.

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Planned residential unit development, in accordance with chapter 11 of this title.

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Private park, playground and recreation area, but not including privately-owned commercial amusement business.

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Professional and business offices in which goods or merchandise are not commercially created, exchanged or sold.

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Public building, public park, recreation grounds and associated buildings.

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Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

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The following use has been added as a permitted use in the R-5ze(A & B) zone:

Medical related retail, such as a pharmacy, maternity clothes and related item sales, and medical supplies and equipment, if located in an approved medical office building.

The following uses permitted in the R-5 zone were removed as permitted uses from the R-5Azone.~~Bachelor and/or bachelorette dwelling with forty nine (49) or less dwelling units.~~

Bank.

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Boarding and lodging house.

Credit union.

Educational institutions – public.

Educational institutions - private

Golf course, except miniature golf course.

~~Greenhouse, noncommercial only.~~

~~Group~~Multiple ~~dwellings~~ buildings on a single lot with forty nine (49) or less dwelling units in accordance with chapter 13 of this title.

~~Home occupation.~~

~~Household pets.~~

Multiple-family dwelling with forty nine (49) or less dwelling units.

Single-family dwelling.

Two-family dwelling.

~~The following use has been added as a permitted use in the R-5zc(A & B) zone:~~

~~Medical related retail, such as a pharmacy, maternity clothes and related item sales, and medical supplies and equipment, if located in an approved medical office building.~~

10-7G-3: CONDITIONAL USES:

The following conditional uses allowed in an R-5 zone ~~are not~~remain as conditional uses in the R-5A zone: ~~allowed in this zone:~~

Cemetery with customary incidental uses, including, but not limited to, mortuary, mausoleum, crematory, staff housing, service shops and chapel.

Hospital, sanitarium, clinic, including clinic for household pets for outpatient treatment only.

Laboratories.

Nursing home.

The following has been added as a conditional use in the R-5Azone:

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Senior housing.

The following conditional uses allowed in the R-5 zone were removed from the R-5A zone:

~~Apartment hotels.~~

Assisted living units.

~~Bachelor and/or bachelorette dwelling with fifty (50) or more dwelling units.~~

Beneficial society.

~~Educational institution - private.~~

~~Fraternal and sorority house.~~

~~GroupMultiple dwellings on a single lot with fifty (50) or more dwelling units in accordance with chapter 13 of this title.~~

~~Multiple-family dwelling with fifty (50) or more dwelling units.~~

~~The following has been added as a conditional use in the R-5zc(A & B) zone:~~

~~Senior apartments.~~
~~(Ord. 11-01, 2-1-2011, eff. 2-1-2011)~~

ARTICLE H. MULTIPLE-FAMILY RESIDENTIAL ZONE (R-5Bzc(C))

10-7H-1: PURPOSE AND INTENT:

The prupose of the R-5B zone classification is to permit development of high density residential areas with their associated necessary public services and activities.

~~10-7H-0: REQUIREMENTS:~~

The requirements of the R-5 zone are applicable except for the following ~~zc~~ amendments:

10-7H-1: PERMITTED USES:

The following permitted uses allowed in an R-5 zone are ~~not allowed in this zone:~~also allowed in the R-5B zone:

Accessory building and use customarily incidental to any permitted use.

Agriculture.

Boarding and lodging house.

Church, synagogue or similar permanent building used for regular religious worship.

Daycare center.

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Comment [LK19]: Has nothing to do with this zone. Why is it referenced?

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Multiple-family dwelling with forty nine (49) or less dwelling units.

Parking lot, accessory to uses permitted in this zone.

Planned residential unit development, in accordance with chapter 11 of this title.

Private park, playground and recreation area, but not including privately-owned commercial amusement business.

Public building, public park, recreation grounds and associated buildings.

Residential facility for disabled persons (see section 10-14-16 of this title for facility requirements).

Single-family dwelling.

Studio for professional work, teaching, performances or exhibitions of the fine arts; provided, that such performances or exhibitions are limited to the work products of the studio involved.

Temporary building for use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

Two-family dwelling.

Wedding chapel and reception center; provided, that light refreshment only shall be served and the service or consumption of food or refreshment shall be directly incidental to the principal use.

The following permitted uses in an R-5 zone are not permitted in the R-5B zone:

Bank.

Beneficial Society

College or university.

Credit union.

Educational institution - public.

Educational institution - private

~~Fraternal and beneficial societies, orders and social clubs of a nonprofit nature.~~

Golf course, except miniature golf course.

Home occupation

~~Group~~Multiple ~~dwellings~~ buildings on a single lot with forty nine (49) or less dwelling units in accordance with chapter 13 of this title.

~~Home occupation.~~

Kindergarten.

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Comment [mjd20]: clarify

Library.

Mortuary.

Photo studio.

Professional and business offices in which goods or merchandise are not commercially created, exchanged or sold.

10-7H-2: CONDITIONAL USES:

The following conditional uses allowed in an R-5 zone are not allowed in this zone:are also allowed in the R-5B zone:

Apartment hotels.

Assisted living units.

Fraternal and sorority house.

Beneficial society.

Cemetery with customary incidental uses, including, but not limited to, mortuary, mausoleum, crematory, staff housing, service shops and chapel.

Home occupation

Hospital, clinic, including clinic for household pets for outpatient treatment only.

Medical Llaboratorvies.

Nursing home.

The following conditional uses allowed in the R-5 zone are not allowed in the R-5B zone:

Beneficial Society

Medical Laboratories

10-7H-3: SITE DEVELOPMENT STANDARDS:

-Same as R-5 zone except for the following amendments to 10-7F-4(A)and (D):

A. Minimum lot area:

1. One-building dwelling:

a. For single-family, six thousand (6,000) square feet.

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b. For multiple-family, same as single-family dwelling, plus one thousand five hundred (1,500) square feet for each additional dwelling unit or twenty (20) units per acre, whichever is less (Ord. 739, 1-20-1986)

2. a. Multiple buildings on a single lot, six thousand (6,000) square feet for first building, plus two thousand (2,000) square feet for each additional building, plus one thousand five hundred (1,500) square feet for each dwelling unit in excess of one in each building, or twenty (20) units per acre, whichever is less.

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~~A. Minimum Lot Area:~~

~~1. d. Twenty (20) units per acre, whichever is less.~~

~~2. e. Twenty (20) units per acre, whichever is less.~~

D. Building Height:

1. Minimum: One story.

2. Maximum: Three (3)stories or forty two feet (42').

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~~2. Maximum: Maximum, three (3) stories or forty two feet (42').~~
~~(Ord. 11-01, 2-1-2011, eff. 2-1-2011)~~

Comment [LK22]: This ordinance has to do with the C-3zcA zone. Why is it cited here?

ARTICLE I. MULTIPLE-FAMILY RESIDENTIAL ZONE, SENIOR HOUSING (R-5C~~zc(F)~~)

10-7I-0: REQUIREMENTS:

The requirements of the R-5 zone are applicable except for the following zc amendments:

The following is a conditional use in the R-5zcC~~(F)~~ zone:

Senior housing at a maximum density of thirty eight (38) units per acre. ~~(Ord. 13-20, 10-1-2013, eff. 10-1-2013)~~

CHAPTER 12
CLUSTER SUBDIVISIONS SPECIAL REGULATIONS

10-12-1: PURPOSE AND INTENT:

Cluster subdivisions are intended to allow flexibility in neighborhood and subdivision lot design by permitting the development of single-family and two-family dwellings on lots smaller than normally required for the zone in which the subdivision is located and by dedicating or reserving the land so saved to needed open space. It is not intended that this type of subdivision be universally applied but only where circumstances or natural features and land use make it appropriate and of special benefit to the residents of the subdivision and surrounding area.

10-12-2: GENERAL REGULATIONS:

A. Zones Allowed As Permitted Use: A cluster subdivision shall be a permitted use in R-1-10, R-1-8, R-1-6 and R-2 zones, and notwithstanding any other provisions of this title, the provisions as hereinafter set forth shall be applicable if any conflict exists; provided, however, that no such cluster subdivision shall contain more than twenty five (25) dwelling units.

B. Lot Area Reduction: Where land is proposed for subdivision into lots and a subdivider dedicates or permanently reserves land within the subdivision for recreational use or open space, a reduction in the minimum lot area required for the zone in which the cluster subdivision is located, may be approved by the planning commission, provided the provisions of this chapter are met, and further; provided, that the cluster subdivision receives subdivision approval.

10-12-3: SITE DEVELOPMENT STANDARDS:

A. Minimum Lot Area: The minimum lot area for dwellings may be reduced below the area normally required in the zone in which the cluster subdivision is located, but no lot shall have an area less than two-thirds ($^2/_3$) of the minimum lot area required for such dwelling in the respective zone.

B. Minimum Lot Width And Yard Setbacks: The minimum lot width and side yard may be reduced below the side yard normally required in the zone in which the cluster subdivision is located, but no lot shall have a width or side yard of less than three-fourths ($^3/_4$) of the minimum lot width or side yard required in the respective zone.

10-12-4: OPEN SPACE PROVISION:

There shall be permanently reserved within the subdivision for recreation and/or open space, parcels of land whose total area is not less than the amount by which the areas of the residential lots are reduced below the minimum area normally required in the zone in which the cluster subdivision is located.

10-12-5: OPEN SPACE PRESERVATION AND MAINTENANCE:

Recreation and/or open space areas to be permanently reserved shall be imposed, landscaped and maintained in accordance with a plan approved by the planning commission and the cluster subdivision provision of the subdivision title.

10-12-6: PROCEDURE:

A preliminary plan of the cluster subdivision showing the areas within the subdivision to be permanently reserved for recreation and/or open space, and plans showing the proposed use, improvements and method of maintenance of such areas shall be approved by the planning commission before the cluster subdivision proposal becomes allowed.

CHAPTER 13
MULTIPLE BUILDINGS ON A SINGLE LOT SPECIAL REGULATIONS

10-13-1: YARD REGULATIONS:

Multiple buildings on a single lot shall be considered as one building for the purpose of front, side and rear yard requirements, the entire group as a unit requiring one front, one rear and two (2) side yards as specified for dwelling structures. The minimum distance between structures shall be ten feet (10') for single-story buildings, fifteen feet (15') for two (2) story buildings and twenty feet (20') for three (3) or more story buildings.

10-13-2: MULTIPLE BUILDINGS ON A SINGLE LOT PRUD:

A multiple buildings on a single lot complex must be developed as a PRUD if the area of the complex is equal to or exceeds the following zone minimums:

Zone	Acres
R-3	4
R-4	4
R-5	3

CHAPTER 12
CLUSTER SUBDIVISIONS SPECIAL REGULATIONS

10-12-1: PURPOSE AND INTENT:

Cluster subdivisions are intended to allow flexibility in neighborhood and subdivision lot design by permitting the development of single-family and two-family dwellings on lots smaller than normally required for the zone in which the subdivision is located and by dedicating or reserving the land so saved to needed open space. It is not intended that this type of subdivision be universally applied but only where circumstances or natural features and land use make it appropriate and of special benefit to the residents of the subdivision and surrounding area.

10-12-2: GENERAL REGULATIONS:

A. Zones Allowed As ~~Conditional~~ Permitted Use: A cluster subdivision shall be a ~~conditional~~ permitted use in R-1-10, R-1-8, R-1-6 and R-2 zones, and notwithstanding any other provisions of this title, the provisions as hereinafter set forth shall be applicable if any conflict exists; provided, however, that no such cluster subdivision shall contain more than twenty five (25) dwelling units.

B. Lot Area Reduction: Where land is proposed for subdivision into lots and a subdivider dedicates or permanently reserves land within the subdivision for recreational use or open space, a reduction in the minimum lot area required for the zone in which the cluster subdivision is located, may be approved by the planning commission, provided the provisions of this chapter are met, and further; provided, that the cluster subdivision receives subdivision approval.

10-12-3: SITE DEVELOPMENT STANDARDS:

A. Minimum Lot Area: The minimum lot area for dwellings may be reduced below the area normally required in the zone in which the cluster subdivision is located, but no lot shall have an area less than two-thirds ($^2/_3$) of the minimum lot area required for such dwelling in the respective zone.

B. Minimum Lot Width And Yard Setbacks: The minimum lot width and side yard may be reduced below the side yard normally required in the zone in which the cluster subdivision is located, but no lot shall have a width or side yard of less than three-fourths ($^3/_4$) of the minimum lot width or side yard required in the respective zone.

10-12-4: OPEN SPACE PROVISION:

There shall be permanently reserved within the subdivision for recreation and/or open space, parcels of land whose total area is not less than the amount by which the areas of the residential lots are reduced below the minimum area normally required in the zone in which the cluster subdivision is located.

10-12-5: OPEN SPACE PRESERVATION AND MAINTENANCE:

Recreation and/or open space areas to be permanently reserved shall be imposed, landscaped and maintained in accordance with a plan approved by the planning commission and the cluster subdivision provision of the subdivision title.

10-12-6: PROCEDURE:

A preliminary plan of the cluster subdivision showing the areas within the subdivision to be permanently reserved for recreation and/or open space, and plans showing the proposed use, improvements and method of maintenance of such areas shall be approved by the planning commission before the cluster subdivision proposal becomes allowed.

CHAPTER 13

~~GROUP~~MULTIPLE ~~DWELLINGS~~ BUILDINGS ON A SINGLE LOT SPECIAL REGULATIONS

10-13-1: YARD REGULATIONS:

~~Group~~Multiple ~~dwellings~~ buildings on a single lot shall be considered as one building for the purpose of front, side and rear yard requirements, the entire group as a unit requiring one front, one rear and two (2) side yards as specified for dwelling structures. The minimum distance between structures shall be ten feet (10') for single-story buildings, fifteen feet (15') for two (2) story buildings and twenty feet (20') for three (3) or more story buildings.

10-13-2: ~~GROUP~~MULTIPLE ~~DWELLINGS~~ BUILDINGS ON A SINGLE LOT PRUD:

A ~~group~~multiple ~~dwellings~~ buildings on a single lot complex must be developed as a PRUD if the area of the complex is equal to or exceeds the following zone minimums:

Zone	Acres
R-3	4
R-4	4
R-5	3

~~10-13-3: CONDITIONAL USE:~~

~~All group dwellings~~~~multiple dwellings on a single lot with thirteen (13) or more dwelling units in an R-3~~

~~zone, with twenty-five (25) or more dwelling units in an R-4 zone, or with fifty (50) or more dwelling units in an R-5 zone, are considered as a conditional use and as such must comply with the provisions of chapter 15 of this title. (Ord. 673, 1-8-1980)~~

City Council Staff Report

Subject: Business Associate Agreement with GBS Benefits, Inc.
Author: Patti Randolph
Department: Administration
Date: February 17, 2015

Recommendation

City Staff recommends the approval of the Business Associate Agreement between South Ogden City and GBS Benefits, Inc.

Background

GBS Benefits, Inc. is a "Business Associate" of South Ogden City performing administrative functions that involve the use or disclosure of Protected Health Information [PHI] of South Ogden City employees and their dependents. South Ogden City has utilized GBS Benefits, Inc. in this capacity since 2006.

Analysis

Since our initial agreement with GBS Benefits, Inc., the Department of Health and Human Services [HHS] modified the HIPAA Privacy, Security, and Enforcement Rules by implementing various provisions of the Health Information Technology for Economic and Clinical Health [HITECH] Act to include making Business Associates of Covered Entities directly liable for compliance with certain HIPAA Privacy and Security Rules requirements. In addition, HHS included section 105 of Title 1 of the Genetic Information Nondiscrimination Act [GINA] which prohibits the use or disclosure of genetic information for underwriting purposes.

Significant Impacts

Signing the Business Associate Agreement ensures compliance under the rules established by the HHS.

Attachments

Please see attached Business Associate Agreement.

Resolution No. 15-06

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH GBS BENEFITS, INC., FOR HEALTH MANAGEMENT SERVICES, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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 that it necessary to evaluate how the city deals with and manages health care and insurance matters in support city operations and its employees; and,

WHEREAS, the City Council finds that the city, staff recommends that the city contract with GBS for the provision of certain of these health care related matters for the city; and,

WHEREAS, the City Council finds that GBS Benefits, Inc. ("GBS") 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 GBS 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 II - CONTRACT AUTHORIZED

That the **"Business Associate Agreement"** 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 III - 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 IV - 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 V - 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 VI - DATE OF EFFECT

This Resolution shall be effective on the 17th day of February, 2015, 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 17th day of February, 2015

SOUTH OGDEN CITY

_____
James F. Minster
Mayor

ATTEST:

_____
Leesa Kapetanov
City Recorder

ATTACHMENT "A"

Resolution No. 15-06

Resolution Of South Ogden City Approving An Agreement With Gbs Benefits, Inc., For Health Management Services, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

17 Feb 15

Business Associate Agreement

This Business Associate Agreement (the "Agreement"), effective as of _____ (Effective Date), is entered into by and between: _____ (the Plan Sponsor), on behalf of _____ (the group health plan, hereinafter the "Covered Entity") and **GBS Benefits, Inc.** (the "Business Associate").

Recitals

Whereas, the purpose of this Agreement is to comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and amendments thereto and regulations thereunder (hereinafter collectively referred to as "HIPAA Rules" and defined as the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164); and including amendments by (and regulations under) the "Health Information Technology for Economic and Clinical Health Act" ("HITECH Act") and by section 105 of Title I of the Genetic Information Nondiscrimination Act of 2008 ("GINA");

Whereas, Covered Entity and Business Associate have entered into, or may enter into, one or more agreements or arrangements under which Business Associate shall or may provide services to Covered Entity and may have access to, create and/or receive Protected Health Information in the performance of such services, or for or on behalf of Covered Entity;

Whereas, HIPAA allows a Covered Entity to disclose Protected Health Information to a Business Associate only pursuant to a Business Associate Agreement which provides satisfactory assurances that the Business Associate will appropriately safeguard the Protected Health Information;

Now, Therefore, in consideration of the parties' continuing obligations under this Agreement, compliance with HIPAA Privacy and Security rules, and other good and valuable consideration (the receipt of which is hereby acknowledged), the parties listed above hereby agree to the provisions of this Agreement in order to comply with the HIPAA requirements and to protect the interests of both parties.

Section 1 – Definitions

1.1 "Breach" shall have the meaning given such term at 45 CFR 164.402, which is the acquisition, access, use, or disclosure of protected health information (PHI) in a manner not permitted, unless the Covered Entity demonstrates that there is a low probability the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:

a. Unintentional access by a Covered Entity or Business Associate acting in good faith and within an employee's course and scope of employment;

b. Inadvertent one-time disclosure between Covered Entity or Business Associate work force members (including employee, volunteer, trainees, etc. whether paid or unpaid); and

c. The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.

For purposes of the HITECH requirements to notify Individuals of Breaches of PHI, a "Breach" will not be deemed to have occurred if the data accessed or disclosed is encrypted or otherwise secured through the use of a technology or methodology specified by the Secretary of HHS which renders the data unusable, unreadable, or indecipherable to unauthorized individuals who access it.

1.2 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity named as Business Associate in the opening paragraph of this agreement.

1.3 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity named as Covered Entity in the opening paragraph of this agreement.

1.4 "Electronic Protected Health Information" or "EPHI" means individually identifiable protected health information that is maintained in or transmitted by electronic media.

1.5 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.6 "Individual" shall have the meaning given to such term under HIPAA Rules including, but not limited to 45 CFR 160.103, and shall include a person who qualifies as the Individual's personal representative in accordance with 45 CFR 164.502(g).

1.7 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR 160.103.

1.8 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR 164.501, and 45 CFR 160.103.

1.9 "Protected Health Information" shall mean PHI provided by the Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.

1.10 "Security Incident" shall mean the successful unauthorized access to, disclosure, modification or destruction of, or interference with, the Electronic Protected Health Information by a third party.

1.11 "Security Rule" shall mean the Security Regulations codified at 45 CFR 164.308.

1.12 "Unsecured Protected Health Information" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. (45 CFR 164.402).

1.13 Additional Definitions: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA rules: Data Aggregation, Designated Record Set, Disclosure, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Subcontractor, Summary Health Information, Use.

Section 2 – Obligations and Activities of Business Associate

Business Associate agrees to the following with regard to PHI and EPHI:

2.1 Not to use or further disclose PHI or EPHI other than as permitted or required by this Agreement or as Required by Law; and to use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request;

2.2 To use commercially reasonable and appropriate safeguards to protect PHI and EPHI, and to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;

2.3 To train workforce members regarding the Use and Disclosure of PHI, to discipline workforce members who fail to comply with HIPAA requirements,

2.4 To take reasonable measures to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate (or a Subcontractor) in violation of the requirements of this Agreement;

2.5 To promptly notify Covered Entity of: a) any use, disclosure or compromise of PHI not provided for in this Agreement, and b) any Security Incident;

2.6 To promptly notify Covered Entity (pursuant to the requirements of 45 CFR 164.410) if Business Associate discovers any Breach (or potential Breach) of Unsecured PHI. Such notice must be made as soon as practicable, but in no case later than 15 calendar days after Business Associate discovers such breach.

2.6.1 A potential Breach shall be treated as "discovered" by Business Associate as of the first day on which such Breach is actually known to Business Associate, or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, or other agent of Business Associate (determined in accordance with the federal common law of agency).

2.6.2 If an impermissible Use or Disclosure of PHI is a potential Breach, Business Associate shall conduct a risk assessment using the factors set forth in 45 CFR section 164.402(2)(i)-(iv) to determine whether (and the extent to which) the Use or Disclosure meets an exception to the definition of Breach;

2.6.3 If Business Associate notifies Covered Entity that a Breach has occurred, the notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 §CFR 164.404(c) and/or that would help the Covered Entity comply with Breach notification obligations under 45 CFR 164.404 - .412;

2.7 To ensure through a separate, written Business Associate Agreement that any agents or subcontractors that create, receive, maintain or transmit PHI or EPHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such PHI or EPHI. Business Associate will impose appropriate sanctions against any such agents or Subcontractors who violate such restrictions or conditions. Business Associate will also mitigate the effects of any such violation;

2.8 To provide access to PHI in a Designated Record Set, in the time and manner Required by Law, to Covered Entity or, as directed by Covered Entity, to the Individual who is the subject of the PHI, to meet the requirements under 45 CFR 164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by Business Associate for Covered Entity;

2.9 To make any amendment(s) to PHI in a Designated Record Set pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner Required by Law; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by Business Associate for Covered Entity;

2.10 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity and/or to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary's determining Covered Entity's compliance with the HIPAA Rules;

2.11 To maintain and make available the information required to provide an accounting of disclosures of PHI to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

2.12 If applicable, to comply with the limitations on marketing practices provided by section 13046 of the HITECH Act and as implemented by the amended definition of "marketing" in 45 CFR section 164.501. (Leavitt will not use PHI for marketing purposes.)

2.13 Not to use or disclose PHI in a manner that would violate the HITECH Act or 45 CFR section 164.502(a)(5), including but not limited to any use or disclosure that would violate GINA or that would constitute the sale of PHI.

Section 3 – The Parties Agree to the Following Permitted Uses and Disclosures by Business Associate

3.1 Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity; and,

3.2 Except as otherwise limited in this Business Associate Agreement, Business Associate may:

a. **Use for management and administration**. Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; and,

b. **Disclose for management and administration**. Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. **Use to provide Data Aggregation services.** Business Associate may use PHI to provide Data Aggregation services to Covered Entity.

Section 4 – Obligations of Covered Entity

4.1 **Compliance with Privacy Rule:** Covered Entity shall:

a. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, and notify Business Associate of any changes to such notice to the extent such change may affect Business Associate's use or disclosure of PHI;

b. Provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes may affect Business Associate's permitted or required uses and disclosures;

c. Notify Business Associate of any restriction(s) or limitations in the notice of privacy practices or to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restrictions may affect Business Associate's use or disclosure of PHI;

d. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by Covered Entity, except as set forth in Section 3.1 above.

e. Provide to, or request from, Business Associate only the minimum PHI necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.

f. Provide written authorization to Business Associate prior to requesting that Business Associate disclose, transfer or provide PHI or EPHI to a third party.

4.2 **Compliance with Security Rule:** With respect to any Breach of Unsecured Protected Health Information (PHI), Covered Entity shall have the obligations under 45 CFR 164.404 - .412, including the obligation to notify each Individual whose Unsecured PHI is reasonably believed (by the Covered Entity) to have been accessed, acquired, used, or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412; the obligation to maintain a log or other documentation of such Breaches; the obligation to notify the Secretary of HHS within the times required by 45 CFR 164.408; and, when applicable, the obligation to notify prominent media outlets serving the State or jurisdiction in which the Breach occurred. Notices provided must be in plain language and must meet the requirements in 45 CFR 164.404(a).

Section 5 – Term and Termination

Term. The term of this Business Associate Agreement shall be effective as of the Effective Date set forth above in the first paragraph and shall terminate when all the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

5.1 **Termination for Cause**. Upon Covered Entity's knowledge of a material Breach of this Business Associate Agreement by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the Breach or end the violation. Covered Entity shall terminate this Agreement if Business Associate does not cure the Breach or end the violation within the time specified by Covered Entity, or shall immediately terminate this Business Associate Agreement if cure of such Breach is not possible. If neither termination nor cure is feasible, Covered Entity shall report the Breach or violation to the Secretary of HHS.

5.2 **Effect of Termination**.

a. **Return or Destruction of PHI**. Except as provided in Section 5.3(b), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate (or a Subcontractor) on behalf of Covered Entity.

b. **Return or Destruction of PHI Infeasible**. Notwithstanding the above, if Business Associate determines that returning or destroying PHI is infeasible, Business Associate:

1) May retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2) Will return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;

3) Will continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the PHI (other than as provided for in this section), for as long as Business Associate retains the PHI;

4) Will not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at section 3.2.a. and 3.2.b of this Agreement; and

5) Will return to Covered Entity or destroy the PHI retained by Business Associate pursuant to subsection 5.3.b.1) above, once it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

c. **Transfer to another business associate.** If agreed upon in a separate writing by both Business Associate and Covered Entity, upon termination of this Agreement Business Associate will transmit the PHI to another business associate of the Covered Entity.

Section 6 – General Provisions

6.1 **Regulatory references**. A reference in this Agreement to a section in the HIPAA Rules means that Section as amended from time to time, and for which compliance is required.

6.2 **Compliance with law**. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy and security of personal information held by Covered Entity.

6.3 **Amendment**. Covered Entity and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Rules and amendments thereto. If the parties have not amended this Agreement to comply with a law or final regulation by the date it becomes effective, this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations.

6.4 **Survival**. The respective rights and obligations of Business Associate under Section 5.3(b) of this Agreement shall survive the termination of this Agreement.

6.5 **Interpretation**. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both Covered Entity and Business Associate to comply with the HIPAA Rules and any applicable amendments thereto.

6.6 **No Third Party Beneficiaries**. Nothing express or implied in this Agreement is intended to confer, shall anything herein confer, upon any person other than the parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

6.7 **Indemnification**. Business Associate agrees to defend, indemnify, and hold harmless Covered Entity, its officers, agents, and employees from and against any and all claims, liabilities, demands, damages, losses, costs, and expenses (including costs and reasonable attorney's fees) arising from a Breach by Business Associate, its officers, agents or employees, of Business Associate's obligations under this Agreement.

Covered Entity agrees to defend, indemnify, and hold harmless Business Associate, its officers, agents, and employees from and against any and all claims, liabilities, demands, damages, losses, costs, and expenses (including costs and reasonable attorney's fees) arising from a Breach by Covered Entity, its officers, agents or employees, of Covered Entity's obligations under this Agreement.

In Witness Whereof, the Parties hereto have duly executed this Agreement as of the Effective Date as defined in the initial paragraph.

	GBS Benefits, Inc.
Employer Name	Business Associate

on behalf of the _____

Name of Plan

	Rick Fielding
Signature	Signature
	Rick Fielding
Printed Name	Printed Name
	President
Title	Title
Date (MM/DD/YYYY)	Date (MM/DD/YYYY)
Name of Plan Sponsor	

CONTRACT COVERSHEET

With whom are we contracting? GBS Benefits

For what are we contracting? Business Associate Agreement

What is contract effective date? 01/01/2015 What is the term? ongoing

Does the contract contain extension provisions? ☐ Yes ☒ No

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

What are the conditions of the termination notice? Termination for cause if breach is not cured or violation ended w/in time frame or terminate immediately if cure is not possible

Who in the city should be notified when this contract is ready to expire?
City Manager, Finance Director, HR Specialist

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

Name: Brad Bennett
Phone: 801-455-9884
Email: brad.bennett@gbsbenefits.com
Address: 465 South 400 East Suite 300 Salt Lake City UT 84111

City Manager Review [X]
Initial mjd Date 2/9/15

Legal Review XX
Initial____ Date_____
26 Jan 15 / KDB

Finance Review ☐
Initial____ Date ____

City Council Staff Report

Subject: **MOU with Utah National Guard @ Browning Armory**
Author: **Darin Parke**
Department: **Police**
Date: 2/17/15

Recommendation

I recommend the Memorandum Of Understanding with the Utah National Guard regarding alarm responses be approved.

Background

Memorandums Of Understanding require Council approval.
The UT. National Guard has made a request for the current MOU to be updated to reflect current Guard Personnel points of contact.

Analysis

This MOU specifies that National Guard Personnel will respond to alarms at the facility, and will determine if the alarm was an actual or attempted intrusion. If it is, they will contact SOPD for a response.

Under this Memorandum Of Understanding SOPD will not have responses to false alarms at the Armory.

The MOU addresses response protocol by Guard Representatives and SOPD. The protocol is consistent with our normal procedures, and provides guidance to Guard Personnel on what to do. The MOU can renew for five years.

This MOU asks for the Police Chief's signature.

Significant Impacts

There is no financial impact.

Attachments

The MOU referenced above.

Resolution No. 15-07

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH UTAH NATIONAL GUARD FOR SECURITY AND INTRUSION RESPONSE SERVICES AT THE BROWNING ARMORY, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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 that it necessary to evaluate how the city deals cooperatively with and helps manage any intrusion events at the Utah National Guard Browning Armory ("Armory") in support of Utah National Guard ("Guard") operations, city operations and the security of its citizens; and,

WHEREAS, the City Council finds that the city staff recommends that the city enter into an agreement with the Guard for the provision of intrusion event related response coordination; and,

WHEREAS, the City Council finds that the Guard has the need for assistance in the provision of these services to meet their and the city's needs; and,

WHEREAS, the City Council finds that City now desires to further those ends by contracting with the Guard 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 II - AGREEMENT AUTHORIZED

That the **"Memorandum Of Understanding Between The Utah National Guard And South Ogden City Police Department"** 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 III - 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 IV - 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 V - 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 VI - DATE OF EFFECT

This Resolution shall be effective on the 17th day of February, 2015, 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 17th day of February, 2015

SOUTH OGDEN CITY

_____
James F. Minster
Mayor

ATTEST:

_____
Leesa Kapetanov
City Recorder

ATTACHMENT "A"

Resolution No. 15-07

Resolution Of South Ogden City Approving An Agreement With Utah National Guard For Security And Intrusion Response Services At The Browning Armory, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

17 Feb 15

UTAH NATIONAL GUARD
HEADQUARTERS, HEADQUARTERS DETACHMENT GROUP SUPPORT BATTALION
625 EAST 5300 SOUTH
OGDEN, UT 84405-4549

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UTAH NATIONAL GUARD AND SOUTH OGDEN CITY POLICE DEPARTMENT

SUBJECT: Physical Security of the Browning National Guard Armory

1. Reference. Army Regulation 190-11, Physical Security of Arms, Ammunition and Explosives.

2. Purpose. The purpose of this memorandum of understanding (MOU) is to clarify policy, procedures, and standards, and assign responsibilities necessary to ensure understanding and accord between the Utah National Guard (UTNG) and South Ogden City Police Department (So. Ogden PD) for the effective implementation and application of physical security to safeguard UTNG property.

3. Scope. This MOU outlines the procedures to be utilized in case of a security incident at the Browning National Guard Armory located at 625 East 5300 South, Ogden, Utah 84405-4549, herein after know as the Browning Armory.

4. Understandings, agreements, and support and resource needs.

a. Upon receiving an interior alarm signal from the Browning Armory's intrusion detection system (IDS), Mountain Alarm Company will immediately contact the installation's designated point of contact (POC). If the alarm is determined to be a false or nuisance alarm, they will complete the process per Standard Operating Procedures (SOP) and AR 190-11 paragraph 3-6h. If the alarm is determined to be the result of an actual or attempted intrusion, they will immediately contact the So. Ogden PD for assistance.

b. Upon receiving a call for assistance, So. Ogden PD agrees to direct an immediate response force. The response force should respond to an activated alarm as soon as possible, but in no case may arrival at the scene exceed 15 minutes (AR 190-11, paragraph 3-6a-b). The responding police Officer will meet the POC at the street address entrance of the armory unless other arrangements are made. The POC will then brief the Officer. The Officer then becomes the Officer-in-Charge of the situation. If the POC fails to appear, or is not at the appointed place, the responding officer will assume the POC is under duress.

c. So. Ogden PD understands that the responding Officer may use any measures to secure UTNG property.

d. At their sole discretion, So. Ogden PD has the authority to contact any other law enforcement agencies, with which they may have a reciprocal agreement, for assistance.

e. In the event an intrusion detection system (IDS) is inoperative at the end of the duty day, all units or activities that store weapons, sensitive items or classified information in the protected facility will relocate those items to another IDS protected facility or post a guard until the IDS is operational again. (AR 190-11, paragraph 4-2e(3)).

f. Modification of this agreement requires written notification and approval by all parties 60 days in advance..

5. Termination. This understanding will be reviewed at the beginning of every calendar year and remain in effect until canceled by either party, but not to exceed five years from effective date.

6. Effective date. This MOU if effective upon signature by all parties. Amendments will be reviewed and signed by all parties prior to implementation.

7. Points of contact. If the So. Ogden PD needs to contact a representative of the UTNG in responding to an emergency they should call:

a. Primary: MSG Tommy Lawrence
Work #: (801) 476-3828
Mobile #: (801) 458-4182

b. Alternate: SFC Phillip Countryman
Work #: (801) 476-3808
Mobile #: (801) 309-5861

Darin Parke Chief of Police South Ogden City	Mark D. Drown Colonel Commanding
(Date)	3 February 2015 (Date)

Approved as to legal sufficiency:

/s/ Phillip Lowry
Phillip E. Lowry
MAJ, JA, UTNG
Command Judge Advocate

City Council Staff Report

Subject: **New Network Equipment**
Author: **Brian Minster**
Department: Administration
Date: 2/17/15

Recommendation

I am recommending that the city cancel its contract with SportSites and enter into a new contract with Seamless.gov.

Background

We have been using SportSites for a few years now. We have had several complaints on the ease of use of the site. Currently the only major piece that we like using is the communication section. It allows us to send out emails for last min issues (i.e. rain outs, canceled practices). We are already paying for another piece of software called MailChimp that will allow us to do the same thing. For the 2012 – 2013 budget year, we paid SportSites $7,886.35.

Analysis

Seamless.gov is a company that work strictly with government agencies on creating fillable forms to use on either a website or internally. With Seamless.gov we can setup work queues for when people fill out a form either internally or on the website and route it to the correct department. Example would be a fillable form for a business license. The business owner would be able to fill out the form and pay the fee. The business license department would get an email with a copy of the form showing that it was paid. Recreation would work the same way.

The cost for Seamless.gov is $4,950 annually with a one-time cost of $2,500 for an Express Bill Pay integration. The cost between SportSites and Seamless.gov is a wash, however, all departments in the city will be able to benefit from it.

Significant Impacts

The only negative impact would be that Recreation would have to export phone numbers into MailChimp to be able to send out emails associated with those numbers. Positive impacts would allow us to make any form the city uses electronic. There should not be a single form that employees or citizens should have to fill out by hand.

Attachments

None

Resolution No. 15-08

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH SEAMLESSGOV FOR COMPUTER SERVICES INCLUDING ON LINE FORMS AND ACCESS, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

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 that it necessary to evaluate how the city deals with and manages the ability of South Ogden's citizens to submit any form, permit and application on line 24/7 in support city operations and its employees; and,

WHEREAS, the City Council finds that the city staff recommends that the city contract with Seamless for the provision of services designed to allow staff & citizens to fill out, e-Sign, pay, and actually submit any type of form from the web, tablet, or smart phone to the city; and,

WHEREAS, the City Council finds that SeamlessGov ("Seamless") 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 Seamless 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 II - CONTRACT AUTHORIZED

That the **"SeamlessDocs License Agreement"** 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 III - 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 IV - 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 V - 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 VI - DATE OF EFFECT

This Resolution shall be effective on the 17th day of February, 2015, 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 17th day of February, 2015

SOUTH OGDEN CITY

_____
James F. Minster
Mayor

ATTEST:

_____
Leesa Kapetanov
City Recorder

ATTACHMENT "A"

Resolution No. 15-08

Resolution Of South Ogden City Approving An Agreement With SeamlessGov For Computer Services Including On Line Forms And Access, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

17 Feb 15

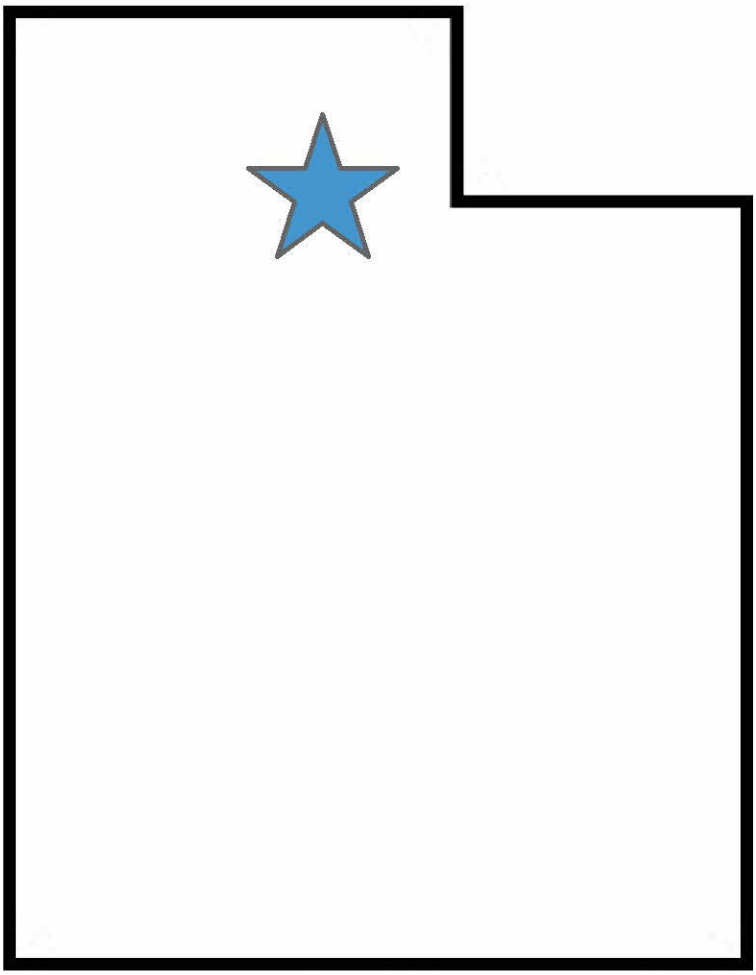
seamless docs

SeamlessGov Proposal

The **Future** in Government Forms

Exclusive Proposal

This proposal, and any attachments or links, is for the intended recipient(s) only, may contain information that is privileged, confidential and/or proprietary and subject to important terms and conditions available at seamlessdocs.com. If you are not the intended recipient, please disregard this proposal.

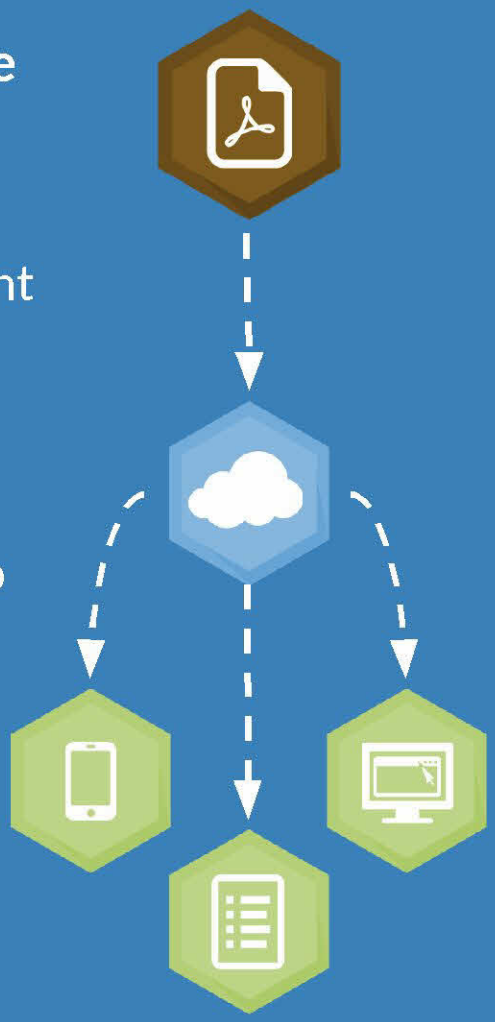


Prepared For: **Brian Minster | Ogden, UT**

Prepared By: **Walsh Costigan | Government Consultant**

Overview

Comprehensive Forms Engine and eSignature Platform



SeamlessDocs, the parent to SeamlessGov, was founded to help governments become more efficient and effective organizations by streamlining the entire form process, from creation to storage. The platform turns simple forms into smart automated business processes. Our form specialists work with your government to help you use our technology to "seamlessly" become paperless.

SeamlessGov exclusively works with the governments (federal, state, local). We specialize in solving paperless & efficiency initiatives across all departments and for any forms process.

We are also proud members of the government accelerator Code for America whose mission is to empower civic innovation.

Whether you want to convert existing paper forms, create new web forms or surveys, or easily electronically sign documents, the SeamlessDocs platform will be the solution for your organization.

CODE for AMERICA

South Ogden & SeamlessGov

"By 2025 South Ogden City will stand out as the friendliest, safest, and most inviting place to live, work, and visit in Weber County; where engaged residents feel at home while enjoying the highest quality of life in a ***vibrant community defining itself through innovative development and excellent public services.****"* - City Vision

South Ogden's citizens will be able to submit any form, permit and application **24/7 to the city hall**. Staff will never process any forms without all required information, attachments, and **payments**.

Automated internal forms allow more time to achieve initiatives and allocate resources to the city. For example, automate your **Time Sheets**, **Debt Memos**, **Inspections**, **Police Reports**, and **HR forms**!

As South Ogden moves forward in fulfilling its mission and pursuing its vision, the organization is committed to upholding its organizational values which include: **Sustainability & Innovation**, Optimism & Friendliness, **Public Service & Engagement**, Responsibility & Accountability, Integrity & Ethics, Diversity & Inclusion, and **Excellence in Everything.**

Save citizens' time. Save staff's time.

Bring in more revenue online.

Make South Ogden a leader in innovative technology.

With SeamlessGov, South Ogden can move forward in fulfilling its mission and pursuing it vision through upholding its organizational values of sustainability, innovation, and public service.

Seamless Benefits

By 2020, 1 in 3 Government transactions will be digital.

Online Forms
Allowing staff & citizens to fill out, eSign, pay, and actually submit ANY type of form from the web, tablet, or smartphone.

Creating Forms
An easy to use drag & drop form builder, allowing you to build robust forms & surveys to effectively collect data.

Cost Effective
Reduce amount of funds that are budgeted to operating expenses (paper, printers, scanners & legacy outdated solutions)

Efficiency
From creation of forms to storage & management, we automate the entire process of handling forms.

Going Green
Eliminates the dependence on paper both for your citizens & staff. **You never have to print paper forms again!**

Security
Increased level of security for completing & submitting forms, in addition to a more secure records management solution.

Service
Constituents will receive a higher level of service that includes not only faster approval, but improved response times.

Productivity
Staff will spend less time completing medial, time intensive paperwork tasks like data entry and scanning paper forms.

Why SeamlessGov?

More Cost Effective

- ✓ Save $4,000 on annual paper savings.
- ✓ Save $30,000 annually by eliminating excess legacy softwares.
- ✓ Save $5,000 on printing, scanning, faxing services annually.
- ✓ Save 200 hours on labor annually.
- ✓ Save $150 per misfiled form

Improved Time Efficiency

- ✓ Eliminate (avg) 25 hours/week (per department) of data entry.
- ✓ 24/7 access to all forms from smartphone, tablet or computer.
- ✓ Reduce time for document approval from days to hours.
- ✓ Increased production for your entire staff.
- ✓ Better experience. No need to download, print, scan or fax.

Increased Security & Compliance

- ✓ Real time access allows for the security & tracking of all forms.
- ✓ Fulfill paperless reduction mandates & initiatives.
- ✓ Full security methods with audit logs & activity feeds.
- ✓ Fully compliant with 508 requirements.
- ✓ Increased transparency for completed forms and data.
- ✓ Increased workflow oversight aimed at optimized productivity.

Pricing Proposal

Annual Licensing Fees

SeamlessDoc Package Type:	City-Wide Unlimited	
# of SeamlessDocs	Unlimited	**INCLUDED**
# of Web Forms	Unlimited	**INCLUDED**
# of Submissions	Unlimited	**INCLUDED**
# of Admin Users	5	**INCLUDED**
Virtual Training and Support	Unlimited	**INCLUDED**
		$4,950

Included free with your SeamlessDocs Package is Unlimited eSignatures, Yearly Account Management, the SeamlessDoc PDF Viewer, Phone, Email & Chat Support, and a Dedicated Account Manager!

Upgrades & Add Ons

Payment Integration (one time)	**INCLUDED**	**$2,500**

Start collecting payments directly from your form submissions. Set up an integration with Xpress Bill Pay and never process a form without payment again!

Private Labeling (one time)	Optional	**$1,500**

Rather than going to a URL like ***government.seamlessdocs.com/f/formname*** you will have a private labeled address, like ***docs.government/formname***.

Additional Users (annual)	Optional	**$500**

Add additional admin or group users to your account. This includes the ability to set permissions on what certain users see once logged in.

Total Subscription Fees:	$4,950
Total Custom One Time Fees:	$2,500
Total Upfront Fees:	$7,450
Total Proposal	**$7,450**

Pricing Quote (cont'd)

Upgrades & Add Ons

Client Portal	Optional	**Inquire**

A way for your end citizens to login to SeamlessDocs and view the status of their form submission. This includes the ability to save and continue the process of filling out forms.

Full API Access	Optional	**Inquire**

Full access to the SeamlessDocs API which allows your development team to customize plug-ins and add-ons for your existing systems.

Database Integration	Optional	**Inquire**

We can set up integrations with any 3rd party database which includes both the PDF and/or a CSV file automatically be synced to your database.

Custom Email Query	Optional	**Inquire**

Allow staff members to select the next signer from a list of internal staff email directory.

On Site Training	Optional	**$2,000**

In depth, hands-on training from a SeamlessDocs Expert for you and your team at your business. 1 full day of training with all of your users. **We will even buy lunch for the whole crew!**

Total Subscription Fees:	$4,950
Total Custom One Time Fees:	$2,500
Total Upfront Fees:	$7,450
Total Proposal	**$7,450**

Implementation

Go Live with Smarter SeamlessDocs in Days, not Months.

Phase 1: Discovery Call & Form Consulting
+ 1 Hour

Phase 2: Account Setup & User Training
+ 1 Day

Phase 3: SeamlessDoc Creation
+ 1 to 3 Business Days

Phase 4: Account Customizations
+ 1 to 3 Business Days

Implement: Go Live and Get Seamless!

Getting started is that easy. You will receive a dedicated account manager that's sole purpose it to help you use SeamlessDocs to the best of its ability.

Our paperless pros have seen more forms than the USPS! We guarantee your satisfaction and we look forward to working with you and your forms.

Agreement: 1 Year ☐ 3 Year ☐ 5 Year ☐

This Agreement is between:

Organization Name	
Street Address	
City, State, ZIP	
Primary Contact Name	
Primary Contact Email	
Billing Contact Name	
Billing Contact Email	

and Bizodo Inc. dba SeamlessDocs ("SeamlessDocs") with an address of 214 W 29th Street, 5th Floor, New York, NY 10001.

Payment Terms:

Multi year agreements are billable on an annual basis. If the entire proposal is paid upfront, there will be an additional 10% discount off the entire proposal amount.

Other Notes or Comments:

South Ogden has the authority to terminate this agreement within 30 days of signing for a full refund.

This Agreement is between the above Licensee and Bizodo Inc, dba SeamlessDocs. By executing this Agreement you are approving the pricing and subscription details for your custom plan.

South Ogden Representative:

Signature	
Signer Name	
Title	
Date	

SeamlessGov Representative:

Signature	
Signer Name	
Title	
Date	

SEAMLESSDOCS LICENSE AGREEMENT

This License Agreement is subject to the following terms and conditions.

1. LICENSE; LICENSEE OBLIGATIONS

1.1 License Grant

Subject to the terms and conditions of this License Agreement (the "Agreement"), including without limitation the payment of any required license fees, Bizodo Inc. d/b/a SeamlessDocs (hereinafter "SeamlessDocs"), grants to Licensee a non exclusive, non transferable license to use, for the purposes of the Licensee's internal professional use only: (i) SeamlessDocs designated software in object code form only, whether accessed remotely via SeamlessDocs' Internet site (the "Site") or otherwise; (ii) any associated access data, such as a password or passphrase; and (iii) all related documentation (collectively referred to as the "Licensed Property").

1.2 Restrictions on Use

Licensee acknowledges that the Licensed Property and its structure, organization, content, and source code constitute valuable intellectual property and/or trade secrets of SeamlessDocs and its licensors and suppliers. Licensee shall not provide Licensee's password to, or otherwise provide access to the Licensed Property to, any other third party, or sublicense, rent, or lease the Licensed Property to any third party. Licensee shall not, and shall not permit any third party to: (i) modify, adapt, alter, translate, or create derivative works from the Licensed Property; (ii) merge the Licensed Property with other software or other content, whether online or otherwise; (iii) sub-license, distribute, sell, provide for service bureau use, lease, rent, loan, or otherwise transfer the Licensed Property to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Property; (v) remove or alter any notices in the Licensed Property; or (vi) otherwise use on any other equipment or copy the Licensed Property except as expressly permitted. Without limiting the foregoing, the restrictions on use of the Licensed Property shall apply to any Licensed Property supplied to SeamlessDocs by its third party suppliers and contractors.

1.3 Acknowledgements, Warranties, and Indemnity

Licensee acknowledges and agrees that although the Site may include legal related information, no recommendations are being made by SeamlessDocs regarding Licensee's decisions related to any agreements, forms or related advice. Nothing on the Site or otherwise provided by SeamlessDocs constitutes, and Licensee should not consider anything on the Site or provided via SeamlessDocs to be, investment, accounting, tax, or legal advice. For any such advice, please contact Licensee's own financial advisors, accountants or attorneys regarding Licensee's individual circumstances and needs.

LICENSEE FURTHER REPRESENTS AND WARRANTS THAT: (1) LICENSEE SHALL NOT HOLD OUT SEAMLESSDOCS AS AN "INVESTMENT ADVISER," AS SUCH TERM IS DEFINED IN THE U.S. INVESTMENT ADVISERS ACT OF 1940 OR ANY OTHER APPLICABLE FEDERAL, STATE, LOCAL, OR TRIBAL LAW OR REGULATION ("ADVISERS ACTS"); (2) LICENSEE ASSUMES ALL RESPONSIBILITIES FOR ITS CLIENTS; AND (3) IF ANY "INVESTMENT ADVICE" (AS THAT TERM IS DEFINED UNDER THE ADVISERS ACTS) IS PROVIDED TO ANY THIRD PARTY, LICENSEE SHALL ACT AS THE "INVESTMENT ADVISER" TO THAT PERSON AND COMPLY WITH ALL APPLICABLE LAWS AND OBLIGATIONS RELATED TO THAT ROLE. LICENSEE SHALL INDEMNIFY AND HOLD SEAMLESSDOCS, AND ITS AFFILIATES, TELECOMMUNICATIONS PROVIDERS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIM,DEMAND, LOSSES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND OTHER LITIGATION COSTS), DUE TO OR ARISING OUT OF (A) ANY BREACH OR ALLEGED BREACH BY LICENSEE OF ANY PROVISION UNDER THIS AGREEMENT OR THE APPLICABLE TERMS OF USE, (B) VIOLATION OF ANY THIRD PARTY RIGHTS, OR (C) VIOLATION OF ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, IN EACH CASE, AS RESULTING FROM THE USE OF THE LICENSED PROPERTY. LICENSEE'S OBLIGATION TO INDEMNIFY SEAMLESSDOCS SHALL SURVIVE AND CONTINUE AFTER THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

1.4. Indemnification of Licensee

SeamlessDocs shall indemnify Licensee against all claims, liabilities, and costs, including reasonable attorneys fees, reasonably incurred in the defense of any claim brought against Licensee by third parties (i) arising out of willful misconduct or gross negligence by SeamlessDocs or (ii) alleging that Use of the Software by Licensee or its authorized users infringes or misappropriates any United States patent; a copyright; or trade secret rights, provided that; such indemnity shall not apply if the alleged infringement results from Use of the Software in conjunction with any other software, an apparatus other than a designated apparatus, or with respect to any unlicensed activities and so long as Licensee promptly notifies SeamlessDocs in writing of any such claim and SeamlessDocs is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Licensee. SeamlessDocs may settle any claim on a basis requiring SeamlessDocs to substitute for the Software alternative substantially equivalent non infringing programs.

1.5 Fees
In consideration for SeamlessDocs's performance under this Agreement, Licensee agrees to pay the amounts set forth on the Cover Page. All amounts due hereunder shall be due within forty five (45) days after invoice is received by Licensee for fees due under this Agreement. SeamlessDocs reserves the right to charge, and Licensee agrees to pay, a late charge equal to one percent (1%) per month on any amount that is not the subject of a good faith dispute that is unpaid on such amounts due date, and on any other outstanding balance. All amounts payable under this Agreement shall exclude all applicable sales, use, and other taxes, and all applicable export and import fees, customs duties, and similar charges. Licensee shall be responsible for payment of all such taxes (other than taxes based on SeamlessDocs' income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees or other charges hereunder, the grant of license rights hereunder, or the delivery of services; provided, however, that SeamlessDocs shall be responsible for payment of all such taxes (other than taxes based on Licensee's income), fees, duties and charges, and any related penalties and interests, arising from payment of referral fees hereunder, if any, to Licensee.

1.6 Annual Maintenance Fee
In addition to the consideration amounts set forth on the Cover Page of this Agreement, Licensee hereby agrees to pay SeamlessDocs an Annual Maintenance Fee for each year this contract is effect. The Annual Maintenance Fee shall be calculated as follows: five percent (5%) of the amounts set forth on the Cover Page of this Agreement to be paid upon the anniversary of the second year of this Agreement and every anniversary thereafter.

2. TERM OF AGREEMENT AND TERMINATION
The term of this Agreement shall begin on the Effective Date and extend for a period chosen by checking the appropriate box in the above Proposal Agreement of an increment of either one (1), two (2) or three (3) years. The term of this Agreement will automatically renew for one or more additional one (1) year periods, unless one party provides written notice of nonrenewal to the other party at least sixty (60) days before the expiration date of the term then in effect. Either Party may terminate this Agreement in the event of a breach of any term or condition of this Agreement by the other Party upon thirty (30) days prior written notice (which may be provided via e-mail to the e-mail address of such noticed Party which is not cured within such notice period (provided that such breach is reasonably curable).[Licensee acknowledges that damages alone would not be an adequate remedy for the breach of Section 1.2 of this Agreement. Accordingly, without prejudice to any other rights and remedies SeamlessDocs may have, SeamlessDocs shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of Section 1.2 of this Agreement]. In addition, the Parties may terminate this Agreement immediately if a Party becomes insolvent, commits an act of bankruptcy or is subject to a proceeding in bankruptcy. Should the Parties terminate this Agreement for any of the foregoing reasons, Licensee shall immediately cease use of the Licensed Property, unless otherwise agreed in writing. The parties agree to enter into good faith negotiations regarding the terms and conditions of this agreement, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to merger, acquisitions, significant increase in the number of authorized users of the Licensee at a location covered by the agreement, divestitures or downsizing.

3. UPGRADES AND ENHANCEMENTS TO LICENSED PROPERTY
During the term of this Agreement, SeamlessDocs may provide or make available to Licensee certain upgrades, bug fixes and the like which it makes generally available, at no additional charge (to the extent generally provided at no additional charge). Licensee agrees that SeamlessDocs may provide any of the foregoing by means of making a download available on its Internet site.

4. LIMITED WARRANTY
For a period of one hundred and twenty (120) days after the date of acceptance, SeamlessDocs shall take commercially reasonable steps to modify or replace any Licensed Property which in SeamlessDocs' judgment fail, when properly installed, to conform substantially to the functional specifications set forth in the applicable product user documentation. Alternatively, SeamlessDocs may at its option refund the license fee(s) paid by or behalf of the Licensee or a ratable share of the license or access fee(s) paid under any master license or group access agreement, with the amount to be refunded in either case being proportionate to the remaining license period. SeamlessDocs does not warrant that the Licensed Property will meet the Licensee's requirements or that operation of the Licensed Property will be uninterrupted or error free.

SEAMLESSDOCS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE TO INTELLECTUAL PROPERTY OR NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE LICENSED PROPERTY .THE WARRANTY SET FORTH IN THIS SECTION 4 DOES NOT APPLY WITH RESPECT TO ANY DEFECT, FAILURE OR NON-CONFORMITY OF THE LICENSED PROPERTY RESULTING FROM IMPROPER INSTALLATION, NEGLECT,

ACCIDENT, UNREASONABLE USE, OR SERVICING OR MODIFICATION OF THE LICENSED PROPERTY BY ANYONE OTHER THAN SEAMLESSDOCS OR AN ORGANIZATION CERTIFIED BY SEAMLESSDOCS. THIS DISCLAIMER OF WARRANTIES SHALL SURVIVE AND CONTINUE TO APPLY AFTER TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT. FURTHERMORE, THE LICENSED PRODUCTS ARE INTENDED FOR USE ONLY BY RESIDENTS OF THE UNITED STATES AND IN NO EVENT DOES SEAMLESSDOCS REPRESENT OR WARRANT THAT THE LICENSED PRODUCTS OR PRACTICES RELATED THERETO, INCLUDING PRIVACY POLICIES AND PRACTICES, COMPLY WITH THE LAWS OF ANY FOREIGN JURISDICTION OR THAT THE ELECTRONIC SIGNATURE EFFECTED WITH THE LICENSED PRODUCT IS ENFORCEABLE UNDER THE LAW OF SUCH FOREIGN JURISDICTION. SEAMLESSDOCS SPECIFICALLY DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY, ORAL OR IN WRITING, CONCERNING THE VIABILITY, ENFORCEABILITY, OR COMPLIANCE OF USING THE ON-DEMAND SERVICES IN A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR LICENSED PRODUCT OR COMPONENT THEREOF.

5. LIMITATION ON DAMAGES

EXCEPT AS TO INDEMNITY FOR CLAIMS OF INFRINGEMENT SET FORTH IN 1.4, THE PROVISIONS OF SECTION 4 REPRESENT SEAMLESSDOCS' SOLE WARRANTIES AND THE LICENSEE'S SOLE REMEDIES FOR ANY VIOLATION BY SEAMLESSDOCS OF ITS OBLIGATIONS HEREUNDER. IN NO EVENT SHALL SEAMLESSDOCS' LIABILITY TO THE LICENSEE OR ANY OTHER PARTY ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY LICENSED PROPERTY OR FAILURE TO COMPLY WITH SECTION 8 OF THIS AGREEMENT EXCEED THE LICENSE FEES PAID BY THE LICENSEE DURING THE ONE (1) YEAR PERIOD PERIOD PRECEDING THE DATE ON WHICH EVENTS GIVING RISE TO SUCH CLAIMS OCCURRED. ONLY WHEN JUDICIALLY DETERMINED SEAMLESSDOCS SHALL BE LIABLE FOR ANY CLAIMS, LOSSES OR DAMAGES OF THE LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES ARISING UNDER THIS AGREEMENT, LOSS OF DATA OR IN CONNECTION WITH ANY LICENSED PROPERTY, HOWSOEVER ARISING, WHERE IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BEFOREHAND. THIS LIMITATION OF DAMAGES SHALL SURVIVE AND CONTINUE TO APPLY AFTER TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SEAMLESSDOCS BE RESPONSIBLE FOR, OR HAVE ANY LIABILITY WITH RESPECT TO, ANY CLAIMS BROUGHT BY LICENSEE OR OTHER PERSON WITH RESPECT TO THE ENFORCEABILITY OF ANY ELECTRONIC SIGNATURE EFFECTED PURSUANT TO THE LICENSED PRODUCTS OR ANY AUTHENTICATION OF ANY SUCH ELECTRONIC SIGNATURE.

6. ASSIGNMENT

Except in the case of a transfer of all or substantially all of its asset, merger or other sale of such party's business, neither Party may assign or transfer any of its rights or obligations under this Agreement without the written consent of the other Party.

7. TERMS OF USE AND PRIVACY POLICY

From time to time, SeamlessDocs may post on its Internet site or otherwise include among the Licensed Property a Privacy Policy and/or Terms of Use. Any such Privacy Policy and/or Terms of Use, as the same may be amended by SeamlessDocs from time to time, is incorporated by reference as though set forth in its entirety herein SeamlessDocs shall reasonably consult with Licensee with respect to any changes to such Privacy Policy and/or Terms of Use and shall provide written notice thereof to Licensee prior to the effective time of such changes. Licensee shall promptly review and collaborate in good faith with SeamlessDocs with respect to any such proposed changes. If Licensee fails to provide written comments to any such proposed changes within thirty (30) from the date of notice thereof by SeamlessDocs, then Licensee shall be deemed to have agreed to and accepted all such changes Notwithstanding anything to the contrary in this Section 7, changes made to such Privacy Policy or Terms of Use that are required to comply with applicable laws or changes thereto from time to time may be effected without approval or consent from Licensee and shall be binding on Licensee upon written notice of same to Licensee,

8. SECURITY AND CONFIDENTIALITY

8.1 Standard of Care

Licensee acknowledges and agrees that, in the course of its engagement with SeamlessDocs, SeamlessDocs may receive or gain access to its Personal Information. SeamlessDocs will use "best efforts" to comply with the terms and conditions set forth below in its collection, receipt, access, transmission, storage, disposal, use and disclosure of such Personal Information. SeamlessDocs agrees to use "best efforts" to:

(i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;

(ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for SeamlessDocs' own purposes or for the benefit of anyone other

than Licensee, in each case, without Licensee's prior written consent; and

(iii) not, directly or indirectly, disclose Personal Information to any person other than SeamlessDocs' authorized employees and persons including any subcontractors, agents, outsourcers or auditors, without the express written consent from Licensee unless, and to the extent required by Government Authorities or as otherwise, to the extent expressly required by applicable law, in which case, SeamlessDocs shall use "best efforts" to notify Licensee before such disclosure or as soon thereafter as reasonably possible.

8.2 Information Security

SeamlessDocs' collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. SeamlessDocs agrees to use "best efforts" to implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices, and shall use "best efforts" ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. If, in the course of its engagement with Licensee, SeamlessDocs has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, SeamlessDocs shall at all times use "best efforts" to remain in compliance with the Payment Card Industry Data Security Standard (hereinafter "PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS.

8.3 Personal Information

"Personal Information" means information provided to SeamlessDocs by or at the direction of Licensee, or to which access was provided to SeamlessDocs by or at the direction of Licensee, in the course of the parties' performances under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Licensee's business contact information is not by itself deemed to be Personal Information.

8.4 Confidentiality

Each Party receiving Confidential Information (a "**receiving Party**") hereunder shall (a) hold the Confidential Information in strict confidence, (b) exercise the highest degree of care in safeguarding the Confidential Information against any and all loss, theft or other inadvertent disclosure, and (c) take such steps as are necessary to ensure and maintain such confidentiality. Each receiving Party shall comply with all provisions of the export control laws of the United States and other relevant countries as such laws currently exist and as they may be amended from time to time, with respect to any export of any Confidential Information. Each receiving Party shall not disclose, transfer or in any way divulge, directly or indirectly, any of the Confidential Information, under any circumstances or by any means, to any third party without the prior written consent of the other part (the "**disclosing Party**"). Other than as is necessary for the performance of its obligations under this Agreement, the receiving Party shall not copy, transmit, reproduce, summarize, quote or make any commercial use whatsoever of any of the Confidential Information without the prior written consent of the other Party. The Confidential Information shall remain the exclusive property of the disclosing Party, and upon the termination or expiration of this Agreement, or at any time requested by the disclosing Party, the receiving Party shall promptly return to the disclosing Party (or certify the destruction of) all of the Confidential Information that is in the control or possession of the receiving Party. **Confidential Information** means (a) any technical, financial, marketing or distribution or other technical or business information or trade secrets of the disclosing Party, including without limitation any and all ideas, concepts, techniques, processes, methods, systems, designs, cost data, computer programs, formulas, developmental or experimental work, work in progress, customers and suppliers, business plans and partners, branding and other business information, and (b) any information the disclosing party has received from others, including any Personal Information, which it is obligated to treat as confidential or proprietary, or which is disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by receiving Party.. Notwithstanding the foregoing, Confidential Information does not include any information that (i) is or becomes readily available in public records or documents, other than as a result of a violation of the receiving party's obligations hereunder, (ii) is required to be disclosed pursuant to an applicable law, rule, regulation, subpoena or order of a court of competent jurisdiction, provided that the receiving Party immediately notifies the disclosing Party in order that it may take such action as necessary to protect its interests or (iii) is developed by the receiving Party independently without access to any Confidential Information of the disclosing Party.

9. MISCELLANEOUS

9.1 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and federal courts of the address listed as the primary address of the Licensee.

9.2 Modification

None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by an instrument executed and delivered by each of Licensee and SeamlessDocs.

9.3 Waiver

A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition in the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

9.4 Enforceability

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

9.5 Severability

Should any valid federal or state law, or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall, to the fullest extent possible, be automatically deemed amended to give fullest effect possible to the original intent of the affected provision (and if not capable of being so amended, only the provisions so affected shall be automatically void) and this Agreement, as so amended, shall continue in full force and effect.

9.6 Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement to the extent due to any contingency, delay, failure or cause of, any nature beyond the reasonable control of such party, including unavailability of telecommunications network or the Internet, computer viruses or hacker attacks, fire, explosion, earthquake, storm or other weather, unavailability of necessary utilities or raw materials, strike or other labor difficulties, war or terrorist attack, insurrection, riot, acts of God, proclamation, ordinance or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

9.7 Survival

The provisions contained herein which would by their nature survive the termination or expiration of this Agreement shall so survive.

9.8 Entire Agreement

This Agreement, together with the cover page and any exhibits attached hereto or thereto,contains the entire understanding of the parties hereto relating to the subject matter hereof, superseding any previous oral or written agreements, understandings or representations and cannot be changed or terminated orally.

9.9 Construction

Each party has had an opportunity to negotiate fully the terms of this Agreement and to consult with counsel with respect thereto. Accordingly, any rule of construction seeking to resolve any ambiguities against the drafting party shall not be applicable in the interpretation of this Agreement.

9.10 Headings

Paragraph titles are for convenience only and shall not affect the interpretation of any paragraph of this Agreement.

9.11 Third Party Providers

SeamlessDocs may from time to time utilize third party integration services or software. Licensee may from time to time request that SeamlessDocs integrate with a third party service or software provider. Integration may be performed on a case by case basis and at no time does SeamlessDocs claim to have any intellectual property right or direct or indirect proprietary relationship

with any third party service or software provider. The parties hereby agree that integration may require third party cooperation. SeamlessDocs can neither warrant nor guarantee any service or software integration by or with any third party service or software provider when integration is being done at the request of Licensee. Integration is entirely subject to the cooperation of the third party service or software provider. SeamlessDocs shall use its commercially reasonable efforts to accommodate Licensee's integration requests. However, SeamlessDocs hereby provides no guarantees or assurances that integration with Licensee's requested third party service or software providers is possible or fits within the defined scope of services. In scenarios where SeamlessDocs cannot integrate with Licensee's requested third party service or software providers, SeamlessDocs shall use its best efforts to provide an alternative solution. In those scenarios, SeamlessDocs shall only charge for hours worked at the discounted rate of $125.00 per hour.

If for any reason, the third party service or software provider changes its application programming interface (hereinafter "API") or integration settings and SeamlessDocs performs additional customization work, SeamlessDocs shall charge Licensee a discounted rate of $125.00 per hour. In addition, where a third party service or software provider closes off its API or discontinues an integration with SeamlessDocs, SeamlessDocs will use best efforts to modify the solution to accommodate any changes.

9.12 Electronic Signature

By typing Client and/or Client's authorized representative's (hereinafter "Client") name into the space provided below, Client agrees that Client is signing this Agreement electronically. Client agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. By typing Client's name into the space provided below, Client consents to be legally bound by this Agreement's terms and conditions. Client further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide SeamlessDocs acknowledgement, consent terms, disclosures or conditions constitutes its signature (hereafter "**E-Signature**"), acceptance and agreement as if actually signed by Client in writing. Client also agree that no certification authority or other third party verification is necessary to validate its E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of its E-Signature or any resulting contract between Client and SeamlessDocs. Client also represents that it is authorized to enter into this Agreement for all persons or entities who own or are authorized to access any of its accounts and that such person or entities will be bound by the terms of this Agreement. Client represents and warrants that it is a resident or otherwise subject to the jurisdiction of the federal or applicable state laws of the United States of America and that it is bound by the applicable laws of the United States of America and its states with respect to electronic signatures, including without limitation the Electronic Signatures in Global and National Commerce Act (the "**ESIGN Act**") with respect to any issues related to electronic signatures.

CLIENT HEREBY AGREES THAT IS RELYING SOLELY ON ITS OWN LEGAL COUNSEL AND DETERMINATIONS AS TO THE USE AND VIABILITY OF ELECTRONIC SIGNATURES IN A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR PRODUCT OR SERVICE; AND CLIENT AGREES THAT IT WILL ENSURE ITS USE OF THE ON-DEMAND SERVICES ARE BE IN CONFORMANCE AND COMPLY WITH ALL LAWS, REGULATIONS AND POLICIES RELEVANT TO A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR PURPOSE.

Frequently Asked Questions

Are SeamlessDocs simply fillable PDFs?
Nope! SeamlessDocs allow any form to be filled out, eSigned, and submitted electronically. We then automate the workflow of that form in multiple ways. Email notifications, a backend form management system, as well as existing database integrations.

How do I convert my existing paper forms?
Extremely simple! Login to your SeamlessDocs account and click on Upload. Choose from any existing format and in seconds we give you a simple URL Link so you can now access your cloud SeamlessDoc. In a matter of seconds you can get paperless.

Where is my data stored?
We host all data with Amazon Web Servers (AWS); a world class server provider. We take privacy and security seriously. Our security officers have made sure that we have state of the art architecture to make sure that we can comply with any State or Federal certifications.

How do I replace the existing PDFs on my website?
Your SeamlessDocs will have a unique URL link. Simply create a new hyperlink and place it on your website. Once someone clicks on that URL link they will instantly see your form and have the ability to fill it out, eSign (if necessary), and submit it. No download or sign up needed.

What type of forms can I use?
Any form that you have, whether it is a .pdf, .doc, .docx, .xls, xlsx can be turned into a new cloud SeamlessDoc. Our technology will automatically detect the fields in any form you have and allow you to customize the form with eSignatures and field validation. You can also create forms from scratch with our form builder.

Can attachments be submitted along with SeamlessDocs?
We allow anyone to upload and attach supporting documentation to any form. Once they click submit, you will instantly have access to the files they upload. For example, they can upload a copy of their photo ID, or voided check by taking a picture on their cell phone.

Can we accept payment integration with SeamlessDocs?
Yep! Regardless of what payment gateway you currently use, we can integrate your SeamlessDocs to allow for instant payment. If you don't currently support online payments we can set you up with our authorized government online payment provider to make the process more Seamless!

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T 801-433-5423 F 801-364-5423
175 WEST 200 SOUTH #3002 SALT LAKE CITY, UTAH 84101

Brand Discovery Report

Prepared for: South Ogden

Date: 11/19/14

Branding is the process of forming perception, establishing recognition and developing preference for an organization or entity. An effective brand includes the following key components:

1. **Brand Attributes** – Personality, Benefits, Features
2. **Brand Story** – Unique Proposition, Messaging, Tagline, Key Copy Points
3. **Brand Identity** – Graphics Standards and Style Guide

Following are key attributes of South Ogden that should be utilized in the development of these three components:

Brand Personality

South Ogden is a city defined by its perpetual state of "in-between". Nestled comfortably in the middle of Riverdale and Ogden, the city is surprisingly amorphous. Because no clear boundaries separate it from other municipalities, passers-through are often not aware that they have entered South Ogden. The city has no downtown area, lacks conspicuous landmarks, and is, therefore, often overlooked and overshadowed. As a result of these factors, South Ogden has struggled for many years to establish its own identity.

More recently, however, South Ogden has begun to establish a unique identity leveraging the very anonymity that has perplexed the city for years. South Ogden's perpetual state of in-between, in other words, is not entirely negative. Like the "Goldilocks Zone" of Weber County, the city proudly possesses a "just right" balance of many attributes and traits. Conveying a stoic and even demeanor, the city benefits from the presence of these attributes while avoiding the negative consequences of their abundance. For example, the city has just enough demographic diversity to add flavor and variety, but does not experience the downsides associated with rapid and widespread population diversification. The city offers access to every type of amenity, but without the negative side effects of a large metropolis. While convenient and well equipped, the city remains safe, clean, and pleasant.

An honest reflection of the city's middle-ground mentality, the city of South Ogden is not trying to become anything extraordinary. Humble, wise, and mature, the city's residents have learned that happiness is actually found in the ordinary. Formerly known by the understated title, "City of Homes," this bedroom community is perfectly content to be a wonderful place to live, to work, and to enjoy community. Often overlooked, South Ogden residents have built a tight-knit community in the shadows of its more prominent neighbors. A testament to that community, many good, hard working residents have departed, then returned to make South Ogden their home.

Brand Promises

1. Balance – Residents appreciate the absence of extremes in this city of in-betweens. While adhering to many traditional values, the city is also very diverse and welcoming. While

clean and comfortable, the city is not gaudy or extravagant.

2. Sense of Home – Many of South Ogden's sons and daughters have ventured off in pursuit of education, travel, and professional development only to return later in life. With a strong sense of community, South Ogden always feels like home.

3. Quality of Life – The city's central location provides easy access to healthcare, shopping, educational institutions, outdoor recreation and other amenities. South Ogden also boasts top-notch municipal services like schools and parks, making South Ogden a wonderful place to live.

Key Differentiators

South Ogden is unlike any other city in the world. Specifically, the brand differentiates itself in the following ways:

1. Exclusivity – A number of important dynamics have caused South Ogden to be seen as an exclusive community. The city's concentration of housing means that South Ogden is primarily a residential municipality. In Weber County and beyond, there is a sense of pride associated with living in South Ogden. Also, a very limited volume of undeveloped land means that the opportunity of living and working in South Ogden is not available to everyone. Importantly, this exclusivity is never communicated as arrogance.

2. Proximity – Due to its central location, South Ogden is in close proximity to almost every type of amenity imaginable. More so than the inhabitants of other cities, residents of South Ogden have easy access to important facilities, including an international airport, an amusement park, multiple hospitals, world-class universities, and a major metropolitan area.

Brand Perception Attributes

The brand should communicate and convey the following perception categories:

1. **Serene:** Nostalgic, Clam, Quiet, Peaceful, Constant, Faithful, True, Dependable, Tranquil
2. **Traditional:** Strong, Durable, Classic, Powerful, Classy, Trustworthy, Traditional, Pure, Professional, Enduring, Mature

Primary Brand Audiences

The components, definitions, and objectives of the brand identity should align with the following key audiences.

1. **Current and prospective South Ogden Residents**
   The city of South Ogden is aging and becoming more diverse. The city is fairly traditional, but does not identify as a traditional white, conservative, Utah community.
2. **Business and Professional Groups, especially developers**
   South Ogden is currently facing a number of important decisions regarding development and redevelopment. Developers will be a key audience in the near future.
3. **Utah Residents Outside of South Ogden**
   There is a "day-time population" of people that work in South Ogden or commute to work through South Ogden. Many are affiliated with Weber State or work for one of the nearby hospitals. Defining the city for this audience is a primary goal.

South Ogden

Logo Concepts

February 3, 2015

What is a logo?

A distinctive symbol of a company, object, publication, person, service, or idea.

What is a logo?

"A logo is a flag, a signature... a street sign. A logo does not sell (directly), it identifies. A logo is rarely a description of a business. A logo derives meaning from the quality of the thing it symbolizes, not the other way around. A logo is less important than the product it signifies; what it represents is more important than what it looks like. The subject matter of a logo can be almost anything."

—Paul Rand

Westinghouse

abc

IBM

ups

Why a logo?

Differentiate from competition

Provide clear identification

Enable the audience to form a personal relationship

Create credibility

Communicate the message

Qualities of great logo design

"The only mandate in logo design is that they be distinctive, memorable & clear."

—Paul Rand

Evaluating a logo

Remove personal preference

Consider the audience

Avoid tendency to mix and match

Elements have been paired for a reason

Don’t look for literal explanation

Identify, don’t explain

Respect design principles

Design aesthetic is not purely subjective

Who is South Ogden?

South Ogden possesses a "just right" balance of many attributes and traits.

With a strong sense of community, South Ogden always feels like home.

South Ogden boasts top-notch municipal services like schools and parks, making the city a wonderful place to live.

Humble, wise, and mature, the city's residents have learned that happiness is actually found in the ordinary.

Who is South Ogden?

Brand Perception Attributes

1. **Serene:**
Nostalgic, Calm, Quiet, Peaceful, Constant, Faithful, True, Dependable, Tranquil

2. **Traditional:**
Strong, Durable, Classic, Powerful, Classy, Trustworthy, Traditional, Pure, Professional, Enduring, Mature

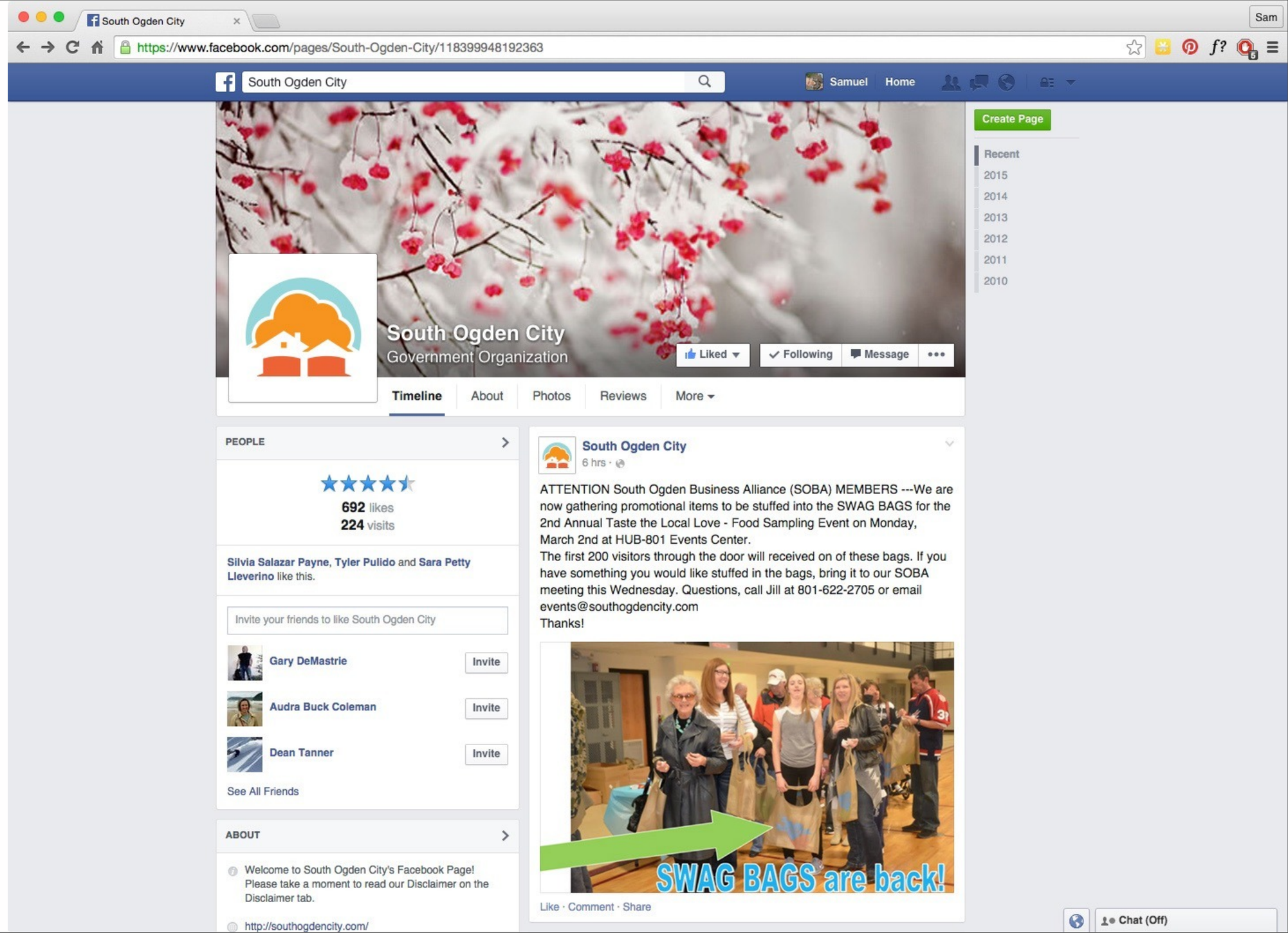
Concept #1

House
Water towers
Cloud/tree
Negative space
Clever 2-in-1 interplay
Traditional type
Friendly/inviting

South Ogden

Concept #1

Concept #1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224 visits
Silvia Salazar Payne, Tyler Pulido and Sara Petty Lleverino like this.
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Gary DeMastrie
Invite
Audra Buck Coleman
Invite
Dean Tanner
Invite
See All Friends
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Welcome to South Ogden City's Facebook Page! Please take a moment to read our Disclaimer on the Disclaimer tab.
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South Ogden City
6 hrs
ATTENTION South Ogden Business Alliance (SOBA) MEMBERS ---We are now gathering promotional items to be stuffed into the SWAG BAGS for the 2nd Annual Taste the Local Love - Food Sampling Event on Monday, March 2nd at HUB-801 Events Center.
The first 200 visitors through the door will received on of these bags. If you have something you would like stuffed in the bags, bring it to our SOBA meeting this Wednesday. Questions, call Jill at 801-622-2705 or email events@southogdencity.com
Thanks!
SWAG BAGS are back!
Like · Comment · Share
Chat (Off)

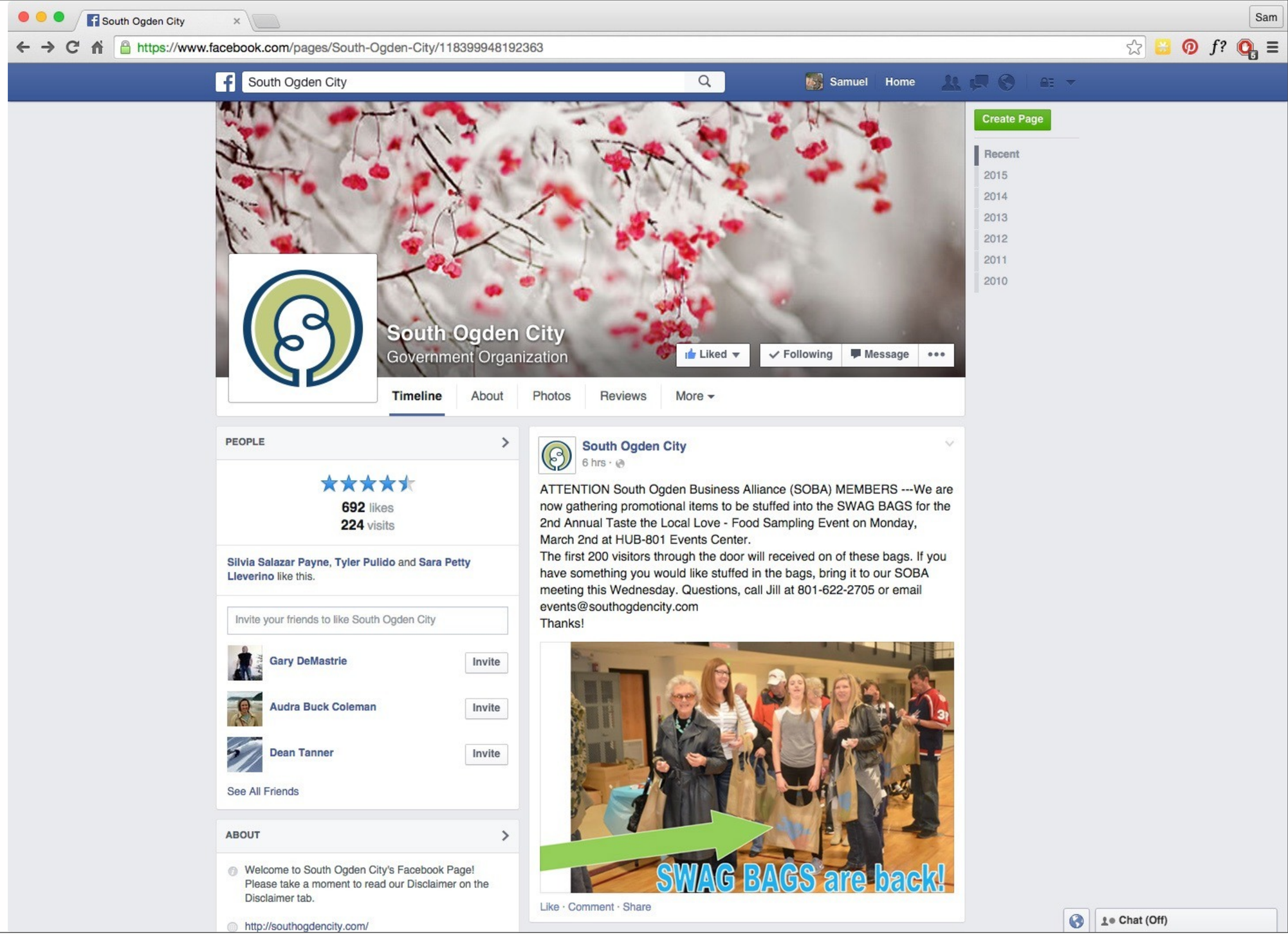
Concept #2

Tree
S/O monogram
Negative space
Clever 2-in-1 interplay
Traditional type
Friendly/inviting

SOUTH
OGDEN

Concept #2

Concept #2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Thanks!
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Like · Comment · Share
Chat (Off)

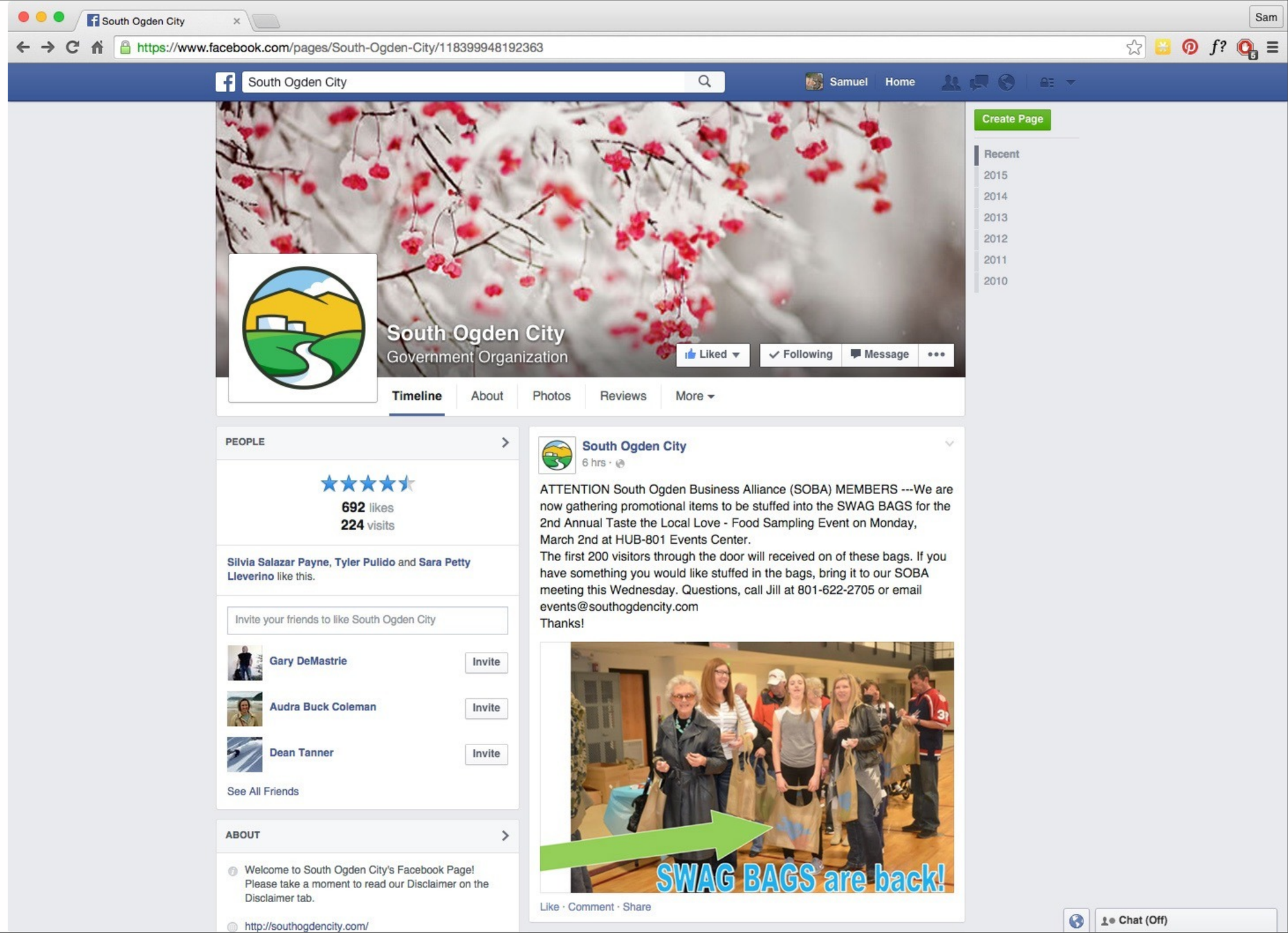
Concept #3

Window view
Idyllic landscape
Water towers
'S'-shaped creek
Clever 2-in-1 interplay
Friendly/inviting

SOUTH
OGDEN

Concept #3

Concept #3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Like · Comment · Share
Chat (Off)

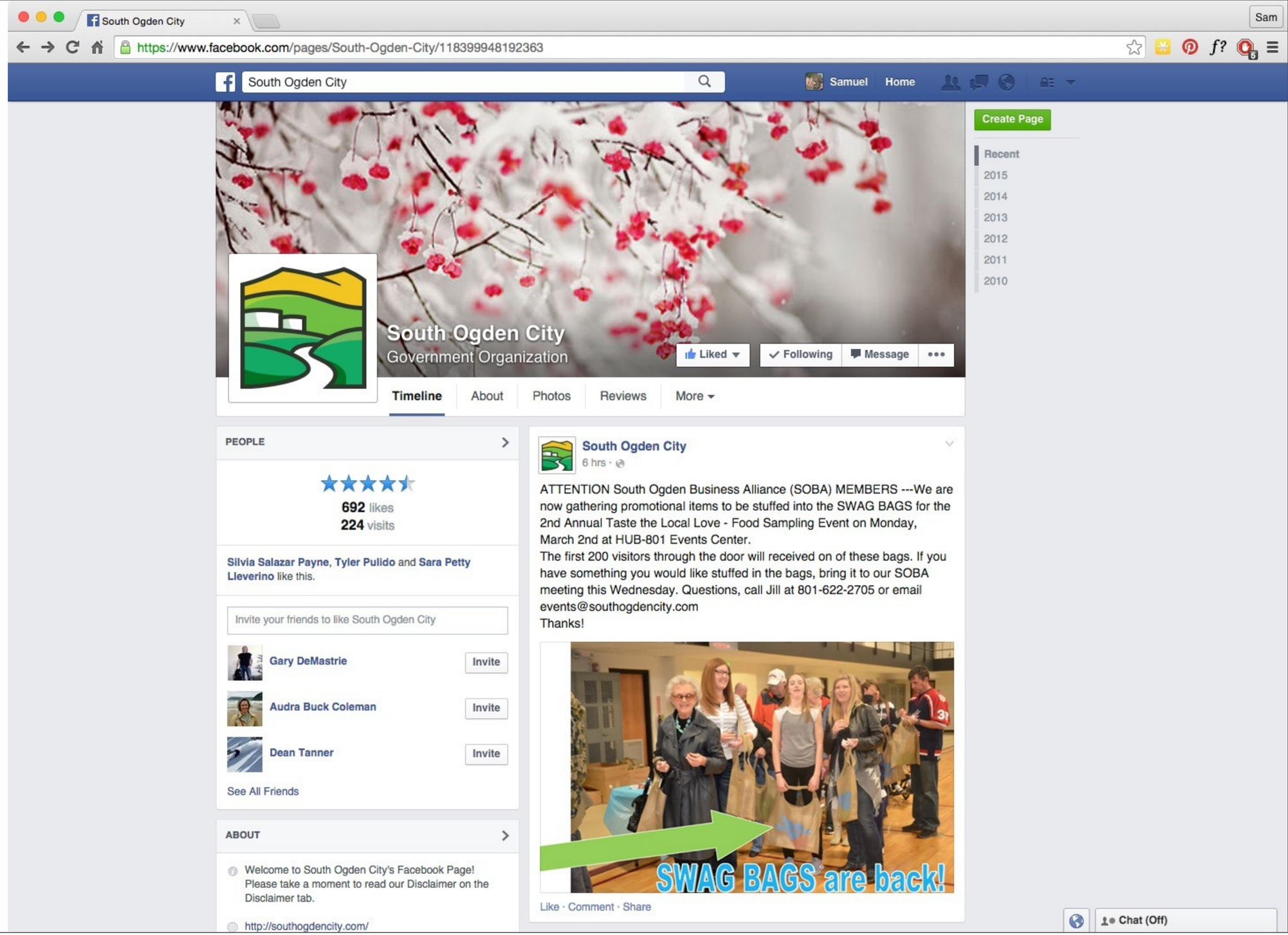
Concept #4

Idyllic landscape
Water towers
'S'-shaped creek
Clever 2-in-1 interplay
Negative space
Friendly/inviting

SOUTH
OGDEN

Concept #4

Concept #4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Thanks!
SWAG BAGS are back!
Like · Comment · Share
Chat (Off)

Concept #5

S/O monogram
Star as place marker
Simplicity
Strength

SOUTH
OGDEN

Concept #5

Concept #5

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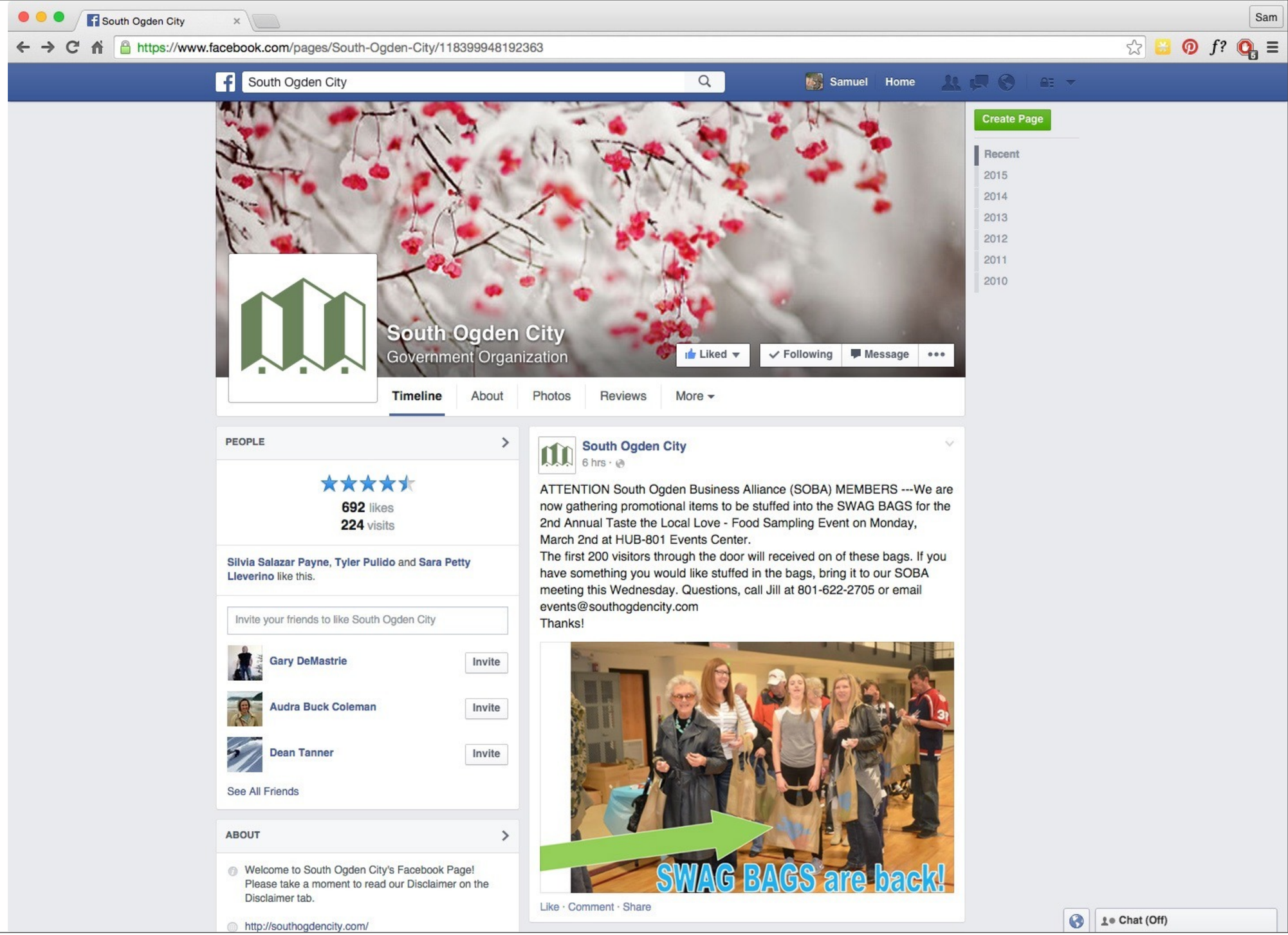
Concept #6

Mountain range
Houses
Simplicity
Clever 2-in-1 interplay
Friendly/inviting

SOUTH
OGDEN

Concept #6

Concept #6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The first 200 visitors through the door will received on of these bags. If you have something you would like stuffed in the bags, bring it to our SOBA meeting this Wednesday. Questions, call Jill at 801-622-2705 or email events@southogdencity.com
Thanks!
SWAG BAGS are back!
Like · Comment · Share
Chat (Off)

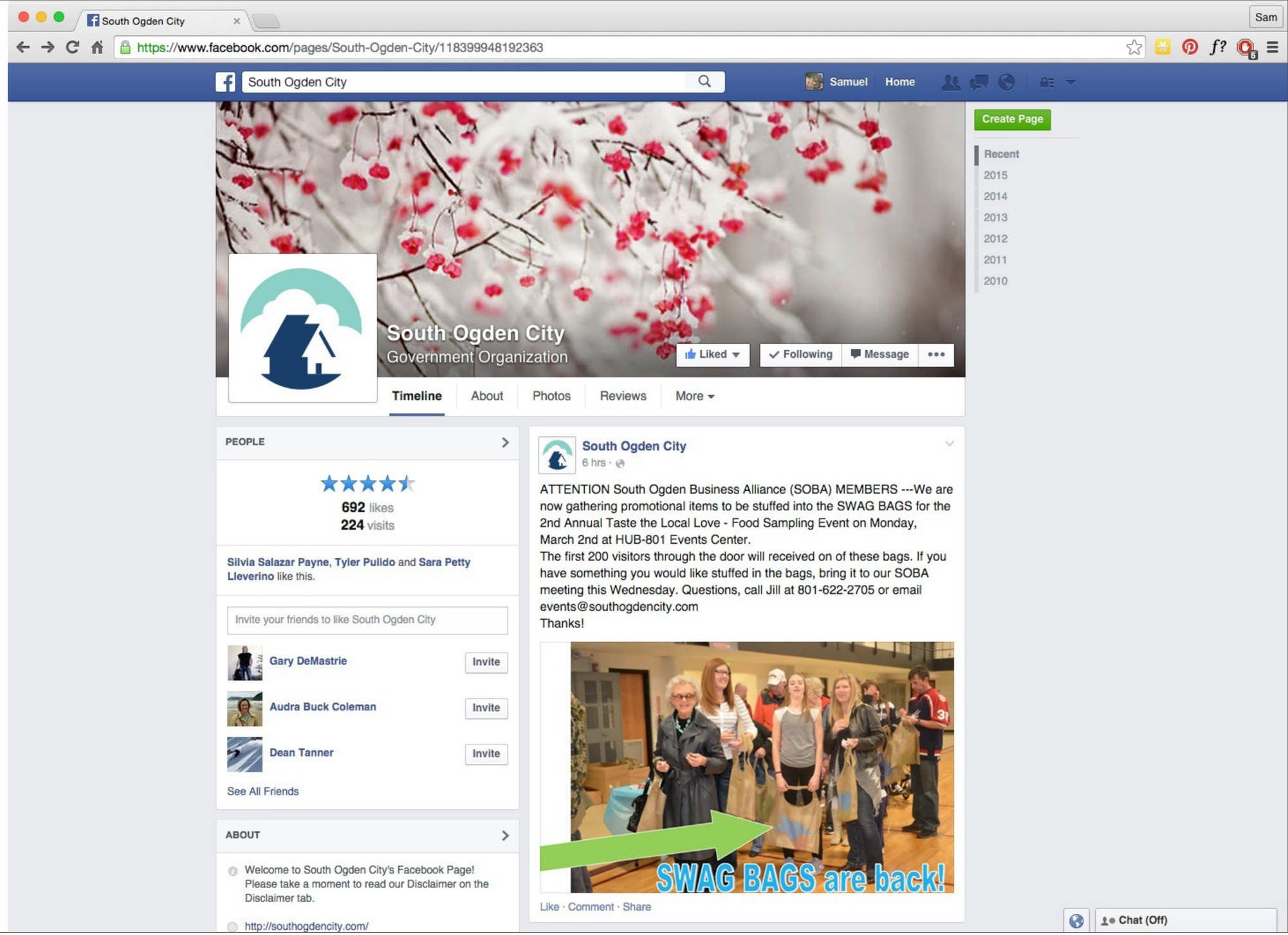
Concept #7

House
Clouds
Utah shape
Clever 2-in-1 interplay
Negative space
Simplicity
Traditional type
Friendly/inviting

South Ogden

Concept #7

Concept #7


South Ogden City
https://www.facebook.com/pages/South-Ogden-City/118399948192363
Samuel
Home
Create Page
Recent
2015
2014
2013
2012
2011
2010
South Ogden City
Government Organization
Liked
Following
Message
Timeline
About
Photos
Reviews
More
PEOPLE
692 likes
224 visits
Silvia Salazar Payne, Tyler Pulido and Sara Petty Lleverino like this.
Invite your friends to like South Ogden City
Gary DeMastrie
Invite
Audra Buck Coleman
Invite
Dean Tanner
Invite
See All Friends
ABOUT
Welcome to South Ogden City's Facebook Page! Please take a moment to read our Disclaimer on the Disclaimer tab.
http://southogdencity.com/
South Ogden City
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South Ogden

SOUTH
OGDEN

SOUTH
OGDEN

SOUTH
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SOUTH
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Thank you