



Ogden City

City Council Meeting Agenda

November 24, 2015 at 6:00 p.m.

City Council Chambers

Municipal Building – Third Floor

2549 Washington Boulevard, Ogden, Utah 84401

1. Roll Call.
2. Pledge of Allegiance.
3. Moment of Silence.
4. Request to be on the Agenda:
 - a. **Ogden Trails Network Committee:**
 - i. Presentation of sunset report.
 - ii. Proposed Ordinance 2015-49 amending the Ogden Municipal Code to make changes to the organization of the committee and to extend the sunset provision to June 30, 2018. (*Adopt/not adopt ordinance – roll call vote*)
5. Approval of Minutes: (*Voice vote*)
 - a. Work session of October 6, 2015 – *Council member Wicks*
6. Common Consent: (*Voice vote*)
 - a. **Ogden Trails Network Committee.** Consideration of the appointment of Ross Patterson and the reappointments of Richard White, Sara Yearsley, Ben Chournos, David Owen, Ron Thornburg, Mike Joseph, Darren Giordano, David Stuart, Jerome Berg, Tim Peterson, Benjamin Sugar, Juan Barrientez, and Perry Huffaker to the committee. (*Approve appointment/reappointments*)
 - b. **Police Officer Salary Schedule and Public Safety Pay Plan.** Proposed Ordinance 2015-50 amending salary schedules for classified employees within the Police Department and restoring a step pay plan for classified employees within the Police and Fire Departments. (*Set public hearing for December 8, 2015*)
 - c. **FY2016 Budget Amendment – Police Officer Pay Increases.** Proposed Ordinance 2015-55 amending the budget for the Fiscal Year July 1, 2015 to June 30, 2016 by increasing the anticipated revenues and appropriations for a gross increase of \$475,000. (*Set public hearing for December 8, 2015*)
 - d. **Mid-year Fee Amendments - Marshall White Center Fees.** Proposed Ordinance 2015-51 amending the Ogden Municipal Code revising fees for the Marshall White Center. (*Set public hearing for December 8, 2015*)
 - e. **FY2016 Budget Amendment - Miscellaneous.** Proposed Ordinance 2015-56 amending the budget for the Fiscal Year July 1, 2015 to June 30, 2016 by increasing the anticipated revenues and appropriations for a gross increase of \$258,325. (*Set public hearing for December 8, 2015*)
7. Reports from the Planning Commission:
 - a. **Residential Infill Ordinance Amendment.** Proposed Ordinance 2015-52 amending the Ogden Municipal Code to allow employment of the Infill Provisions in the East Central Community and R-1-6 Zones throughout the City. (*Receive public input; adopt/not adopt ordinance – roll call vote*)
 - b. **East Central Community Plan Amendment.** Proposed Ordinance 2015-53 amending the Ogden City General Plan by amending Subsection 14.D of the East Central Community Plan. (*Receive public input; adopt/not adopt ordinance – roll call vote*)
 - c. **Nursing Home, Assisted Living, or Retirement Home Amendments.** Proposed Ordinance 2015-54 amending the Ogden Municipal Code by amending Subsection 15-33-5.H to remove the maximum number of individuals permitted in a nursing home, assisted living, or retirement home in the Professional/Institutional Zone. (*Receive public input; adopt/not adopt ordinance – roll call vote*)

8. Reports from Administration:
 - a. **Quality Neighborhood Initiative.** Proposed Joint Resolution 2015-29 adopting the Quality Neighborhood Initiative for urban renewal related to the City's legacy neighborhoods. *(Adopt/not adopt joint resolution – roll call vote)*
 - b. **Infill Housing Program Guidelines.** Proposed Resolution 2015-17 amending the Infill Housing Program Guidelines. *(Adopt/not adopt resolution – roll call vote)*
 - c. **Ogden City School District Interlocal Agreement Amendment – Dee School.** Proposed Resolution 2015-18 approving Amendment #1 to that certain interlocal agreement between Ogden City Corporation and the Board of Education of Ogden City School District regarding the development of a new elementary school for the Dee Elementary Area and the disposition of the existing Dee Elementary School. *(Adopt/not adopt resolution – roll call vote)*
 - d. **Transfer of Parcels of Land to the Redevelopment Agency.** Proposed Resolution 2015-16 approving the transfer of three parcels of land on Shupes Lane to the Ogden City RDA to facilitate acquisition and demolition of properties located at 550 24th Street and 2355 Porter Avenue. *(Adopt/not adopt resolution – roll call vote)*
9. Public Comments: This is an opportunity to address the Council regarding your concerns or ideas. Please state your name and address clearly for the record, and limit your comments to three minutes.
10. Comments:
 - a. Mayor.
 - b. Council Members.
11. Adjournment.

Reminders: A Special Redevelopment Agency meeting will be held immediately following the regular City Council meeting.

A City Council work session will be held immediately following the Special Redevelopment Agency meeting in the Council work room. The purpose of the work session is to discuss accessory dwelling units, receive the first quarter FY2016 budget report, and discuss Council business.

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In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the Management Services Department at 629-8701 (TDD # 629-8949) or by email: [ADACompliance@ci.ogden.ut.us](mailto:ADACompliance@ci.ogden.ut.us) at least 48 hours in advance of the meeting.

#### **CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and/or agenda was posted in three public places within the Ogden City Limits on this 20th day of November, 2015. These public places being: 1) City Recorder's Office on the 2nd floor of the Municipal Building; 2) 2nd floor foyer of the Municipal Building; and 3) the Weber County Library. A copy was posted to the Utah State Public Notice Website and the Ogden City Website, as well as provided to the Standard-Examiner.

TRACY HANSEN, MMC  
OGDEN CITY RECORDER



# City Council Meeting COUNCIL STAFF REVIEW

## SUNSET REVIEW OF THE OGDEN TRAILS NETWORK ADVISORY COMMITTEE

### COUNCIL STAFF REVIEW

- ACTION:**
- Receive Sunset report from Committee
  - Adopt or not adopt the ordinance to extend the sunset provision for the Ogden Trails Network Advisory Committee

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### ***Background***

#### **Sunset Provision**

City advisory committees have sunset provisions in their enabling ordinances which terminate their existence on a certain date, unless re-authorized by the City Council. The Council Orientation Notebook describes the rationale as follows:

***Sunset Provisions Purpose.** A formal sunset provision exists for all committees (not boards and Commissions which have regulatory responsibilities). Sunset provisions are a good way to review the needs or continuing effectiveness of advisory bodies. The sunset provisions are applied across-the-board rather than approaching it on a case-by-case basis, in order to avoid the impression that a sunset provision was adopted because the City currently questions the viability of any particular advisory body.*

The Ogden Trails Network Advisory Committee sunset on June 30, 2015. If extended, the new sunset date for the committee would be extended three years to June 30, 2018.

Council Staff has contacted Planning Staff to invite the Committee to this meeting to report to the Council the highlights and activities over the last three years and to outline the program for the committee for the next three years. Committee Chair Jerome Berg will make the presentation.

A written report from the committee has been attached for the Council's review. The Administration is recommending the committee be extended for another three years. The Administration is also making minor updates/or clarifications to the ordinance regarding the chair, vice chair and past chair positions as well updating the division name from Public Works to Public Services.



# City Council Meeting COUNCIL STAFF REVIEW

## **Committee Roster**

Committee members are currently expired (June 30, 2015) however, appointment and reappointments are pending and will be coming forward this same evening.

## **Comments from the Committee**

Council staff has called individual committee members to interview them concerning their perceptions of how the committee is doing and what, if any, changes need to be made in the future. We were able to make contact and receive input from five of the 13 members. A list of questions asked and a summary of comments received are listed below.

### **How are things going with the committee?**

- Of the five surveyed, four indicate enthusiasm, great communication and no complaints. One mentioned there seems to be departmental barriers between the Planning and Parks departments and seems to be all political.

### **Do you have any suggestions for making the committee better?**

- Need more volunteers
- Develop a strategy on how positions can be full time instead of part time.

### **What can the city do to help the committee?**

- More support from Parks and Recreation.
- Keep this committee informed of projects.

### **How do you feel the staff support has been?**

- Most say staff has been excellent.
- One comment indicating staff is always late and time is wasted.

### **What do you see the committee accomplishing in the next three years?**

- Continue protecting the trails and keep them clean.
- More signage.
- Increased maintenance on east trails since they are most heavily used.
- Build more urban trails, obtain the land by Fort Buenaventura.
- Pursue more RAMP grants.
- Harmonize plans between Forest Service and Weber Pathways.

### **Any other comments you wish to offer?**



## City Council Meeting COUNCIL STAFF REVIEW

- Concerned about the gun range closing part of King Fisher Loop.
- Any help the committee can offer with the Peterson property. Members are concerned about the potential loss to access of Waterfall Canyon.
- Active community support on the trail sector.
- Within Ogden city have urban trails (e.g. River Parkway) and dirt trails (e.g. mountain trails) be separated into two different advisory councils. Each has its own needs.

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Memos prepared by – Administrative Staff: Greg Montgomery, (801) 629-8931  
Council Staff: Mavis Hawley, (801) 629-8166

**OGDEN CITY COUNCIL TRANSMITTAL**

**RECEIVED**

**OCT 27 2015**

**OGDEN CITY  
COUNCIL OFFICE**

**DATE:** October 22, 2015

**TO:** Ogden City Council

**THRU:** Mark Johnson, CAO

**FROM:** Tom Christopoulos, CED Director

**RE:** Ogden Trails Network Committee Sunset Report and continuation of the Committee.

**STAFF CONTACT:** Greg Montgomery, Planning Manager

**REQUESTED TIMELINE:** November 17, 2015

**RECOMMENDATION:** Approval of the Sunset Report and the continuation of the Ogden Trails Network Committee.

**DOCUMENTS:** Ordinance, 2015 Sunset Report

**DISCUSSION:**

In keeping with the requirements of the Sunset Ordinance 3-22-5 the Ogden Trails Network Committee has completed its Sunset Report and is now presenting it to the City Council. The report presents key accomplishments of the Committee over the past three (3) years, which includes large improvement projects to the trails, as well as organization of membership to oversee trail volunteer groups and development of subcommittees to manage key aspects of the Committee. The report also provides specific goals the Committee would like to achieve over the next three (3) years. With the review of the Sunset Report the Committee feels there are valuable services they render in managing and maintaining the trail system in Ogden and would request the Council consider extending the term of the Committee for three (3) more years.

**COPIED TO**

**OCT 28 2015**

**OGDEN CITY COUNCIL**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF OGDEN CITY, UTAH, AMENDING SECTIONS 3-22-2 AND 3-22-5 OF THE OGDEN MUNICIPAL CODE TO MAKE CHANGES TO THE ORGANIZATION AND TO EXTEND THE SUNSET PROVISION FOR THE OGDEN TRAILS NETWORK COMMITTEE TO JUNE 30, 2018; AND BY PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.**

The Council of Ogden City hereby ordains:

**SECTION 1. Section amended.** Section 3-22-2 of the Ogden Municipal

Code is hereby amended to read and provide as follows:

**3-22-2: [ORGANIZATION:]**

**A. [Membership; Appointment:]**

1. There is hereby created an advisory committee to be known as the Ogden trails network committee, which shall consist of not less than nine (9) members, but not more than fourteen (14) members, appointed by the mayor, with the advice and consent of the city council. The members shall include, insofar as possible:
  - a. One member from the Weber Pathways Organization.
  - b. One member from the Ogden City parks and recreation advisory committee.
  - c. One member from each of the following areas: north of 12th Street; west of Monroe Boulevard and south of 12th Street; east of Monroe Boulevard between 12th Street and 36th Street; and east of Monroe Boulevard south of 36th Street.
  - d. Up to five (5) members from either the citizens of the city at large or from outside of the city and who are capable of representing interests determined by the mayor to benefit the committee in the performance of its powers and duties.
  - e. One nonvoting member from the city planning commission.
  - f. One nonvoting member representing the U.S. forest service.
  - g. One nonvoting member representing the city public ~~works~~ services department.
2. In the event that no representative member of the above listed groups or areas can be found willing to serve upon the committee, the appointment

of members in place thereof may be made from the citizens of the city at large.

B. **[Compensation; Terms:]** All members of the committee shall serve without compensation, and each member shall hold office until a successor is appointed and qualified. Each member of the committee shall serve for a term of three (3) years which term shall run from July 1, 2009, to June 30, 2012, and every three (3) years thereafter for so long as the committee shall continue to operate. Existing committee members may be appointed to serve additional terms at the commencement of each new three (3) year period.

C. **[Election Of Chair; Rules Of Procedure; Meetings:]**

1. The Committee shall annually elect a chair, [a] vice chair and past chair, and such other officers from its membership as it may deem necessary. The chair shall supervise and coordinate all activities of the Committee. The vice chair shall assist the chair in all of the duties and functions and shall take over the duties and responsibilities of the chair in the absence of the chair. Upon election by the Committee, the vice chair moves into the chair position, and the chair moves into the past chair position. The chair, vice chair and past chair serve a one-year term, or until their successors are elected. Members of the Committee shall be assigned duties and responsibilities by the chair.
2. The committee may establish rules and procedures, not inconsistent with law or these ordinances, for conducting its meetings and business.
3. The committee shall meet at regular, stated times and places and the committee shall provide in its rules for a method of calling special meetings.
4. The committee may designate such subcommittees from its membership as it may deem necessary to assist in the performance of its duties.
5. The committee may recommend to the mayor that a committee member be removed for repeated failure to attend committee meetings.
6. All meetings shall be conducted in accordance with the Utah public and open meetings law.
7. The committee shall take minutes of its meetings, copies of which shall be filed with the city recorder's office as part of the official records of the city.

D. **[Finances:]** Any monies generated for the city by the committee shall be accounted for and expended in accordance with the budgeting and financial

laws, rules and regulations of the city through its director of management services.

- E. **[Staff Assistance:]** The mayor shall provide such administrative support and staff assistance as is determined by the mayor to be necessary for the operations of the committee, within existing budgetary restraints.
  
- F. **[Vacancies; Removal Of Members:]** Vacancies occurring in the membership of said committee other than by expiration of the limited term of such committee shall be filled by the mayor, with the advice and consent of the city council, for the unexpired term. The mayor may, at any time, remove any member from the committee for any reason.

**SECTION 2.** Section amended. Section 3-22-5 of the Ogden Municipal

Code is hereby amended to read and provide as follows:

**3-22-5: [SUNSET PROVISION:]**

Unless subsequently extended by appropriate action, the term of the Ogden trails network committee shall sunset and expire on June 30, 201~~5~~<sup>8</sup>.

**SECTION 3.** Effective date. This ordinance shall be effective immediately upon posting after final passage.

**PASSED, ADOPTED AND ORDERED POSTED** by the Council

of Ogden City, Utah this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

TRANSMITTED TO THE MAYOR ON: \_\_\_\_\_

MAYOR'S ACTION:  Approved  Vetoed



**City of Ogden**  
**Ogden Trails Network Committee**

| Nominated By              |                                                                                                                          |                                | Term Expires<br>June 30 |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------|
| Weber Pathways            | * Richard White<br>5028 Skyline Drive<br>Ogden, Utah 84403<br>Assumed Office: 11/17/2009<br>Last Appointment: 12/04/2012 | [C] 801.391.5582               | 2015                    |
| Parks & Rec.<br>Committee | Sara Yearsley<br>4262 W 5050 S<br>Roy, Utah 84067<br>Assumed Office: 12/04/2012                                          | [H] 801-682-5545               | 2015                    |
| At-Large                  | Ben Chournos<br>1661 Hislop Drive<br>Ogden, Utah 84404<br>Assumed Office: 03/17/2015<br>Last Appointment: 03/17/2015     | [C] 801-589-2622               | 2015                    |
| At-Large                  | * David Owen<br>2553 Quincy Avenue<br>Ogden, Utah 84401<br>Assumed Office: 12/04/2012                                    | Vice Chair<br>[C] 303-904-7737 | 2015                    |
| Beus Canyon               | * Ron Thornburg<br>3004 Waterfall Lane<br>Ogden, UT 84403<br>Assumed Office: 03/15/2011<br>Last Appointment: 12/04/2012  | [H] 801-392-7898               | 2015                    |
| At-Large                  | * Mike Joseph<br>2080 East 4980 South<br>Ogden, UT 84403<br>Assumed Office: 03/18/2008<br>Last Appointment: 12/04/2012   | [H] 801-392-5015               | 2015                    |
| At-Large                  | Darren Giordano<br>1640 25th Street<br>Ogden, Utah 84401<br>Assumed Office: 12/04/2012                                   | [H] 801-628-6837               | 2015                    |
| Jump-Off Canyon           | * David Stuart<br>370 N. Harrison Blvd.<br>Ogden, UT 84401<br>Assumed Office: 07/15/2003<br>Last Appointment: 12/04/2012 | [H] 801-621-6566               | 2015                    |
| 27th Street               | * Jerome Berg<br>2725 Fillmore Avenue<br>Ogden, UT 84403<br>Assumed Office: 03/15/2011<br>Last Appointment: 12/04/2012   | Chair<br>[H] 801-678-1115      | 2015                    |

**City of Ogden**  
**Ogden Trails Network Committee**

| Nominated By                                                   |                                                                                                                                                                                                    |                                                                   | Term Expires<br>June 30 |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------|
| 22nd Street Area                                               | Tim Peterson<br>1264 23rd Street<br>Ogden, Utah 84401<br>Assumed Office: 12/04/2012                                                                                                                | [H] 801-648-5597                                                  | 2015                    |
| At-Large                                                       | Benjamin Sugar<br>2540 Jackson Avenue<br>Ogden, Utah 84401<br>Assumed Office: 03/17/2015<br>Last Appointment: 03/17/2015                                                                           | [C] 757-406-0709                                                  | 2015                    |
| Planning Commission                                            | * Iain Hueton<br>1804 Ross Drive<br>Ogden, UT 84403<br>Assumed Office: 03/18/2008<br>Last Appointment: 12/04/2012                                                                                  | Ex-Officio<br>[H] 801-627-4119                                    | 2015                    |
| National Park Service                                          | * Juan Barrientez<br>507 25th Street<br>Ogden, UT 84401<br><br>Assumed Office: 03/18/2008<br>Last Appointment: 12/04/2012                                                                          | Ex-Officio<br>[B] 801-625-5112                                    | 2015                    |
| Public Services Department                                     | * Perry Huffaker<br>133 West 29th Street<br>Ogden, UT 84401<br>Assumed Office: 02/01/2010<br>Last Appointment: 12/04/2012<br><br>Joseph R. Simpson<br>2549 Washington Boulevard<br>Ogden, UT 84401 | Ex-Officio<br>[B] 801-629-8420<br><br>Contact<br>[B] 801-629-8923 | 2015                    |
| <hr/> Administrative Support:<br>Shanna Dayton<br>801-629-8940 |                                                                                                                                                                                                    |                                                                   |                         |

# SUNSET REPORT

## OGDEN TRAILS NETWORK COMMITTEE

2015 SUNSET REPORT

### Inside this Report

- 1 Summary
- 1-7 Accomplishments
- 8 2015-2018 OTN Goals
- 9 OTN Recognition
- 10 OTN Membership

*Community & Economic Development Department*

**PLANNING DIVISION**

### Summary

In keeping with the requirements of the Sunset Ordinance, the Ogden Trails Network Committee (OTN) is pleased to present their 2015 Sunset Report to the Ogden City Council. As we reflect on the past three years, we can take pride in the progress of the trails network. During this time critical connections have been made that have linked access ways to the community. As always, a great deal of effort and resources has been dedicated to ongoing trail maintenance and improvements. Citizen volunteers have also played an important role in construction and maintenance to all the trails in the City.

### Accomplishments

***Following are some of the highlights of accomplishments for the past three years:***

- *Completion of comprehensive trail signage along all trails throughout the City, installing over 700 signs and 200 posts.*



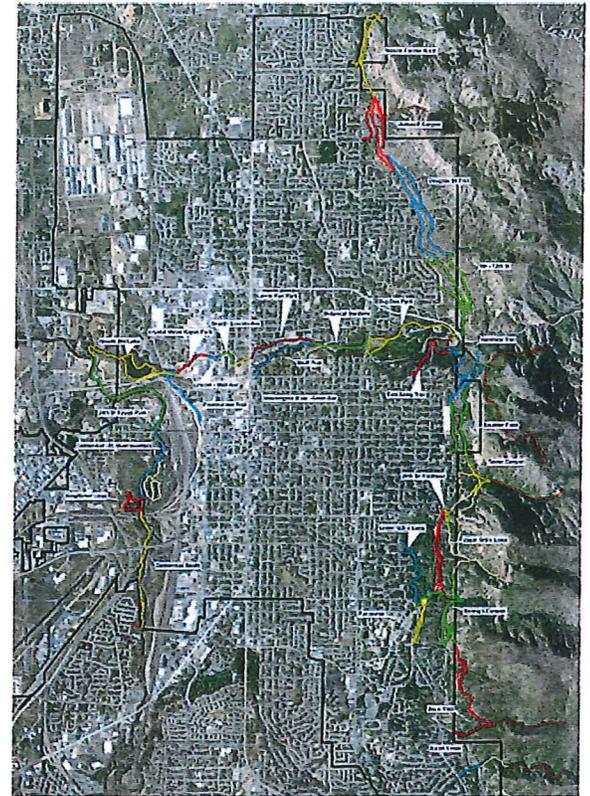
**Ribbon-cutting celebrating the installation of the final trail post**



**Volunteers installing trail signage**



- *The development and implementation of a comprehensive “Adopt-A-Trail” program throughout the City. This program has created a standard for regular trail and trailhead maintenance. Approximately 50 miles of trails broken into 32 trail sections for adoption. Adoptees commit to do 50 hours a year and are managed and supported by members of the Committee.*

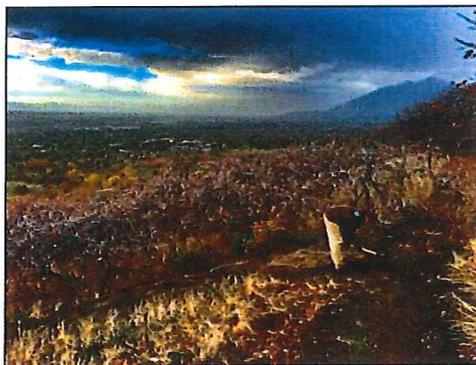
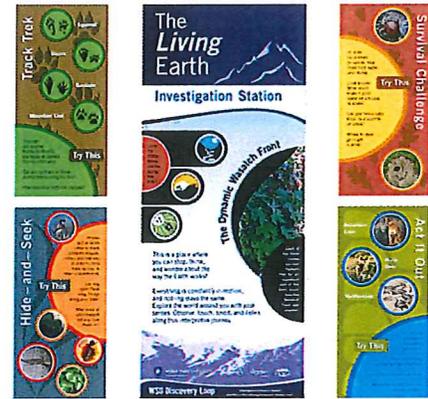


**Adopt-A-Trail Sections:**

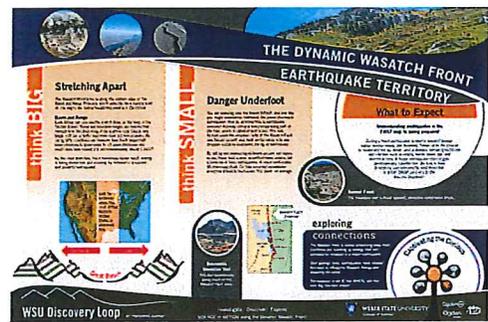
**OTN 2015-2016 Adopt a Trail Volunteers**

| Trail Description             | Adopted By                                | Contact                       | Trail Coordinator |
|-------------------------------|-------------------------------------------|-------------------------------|-------------------|
| Centennial South              | AUTOLIV                                   | Kurt Gammill                  | Ron Thornburg     |
| Kingfisher Loop               | Venture Academy                           | Mareah Jones                  | Ron Thornburg     |
| Centennial - Ft. Buenaventura | Canyon Road Assembly of God               | Lane Gilgen                   | Mike Joseph       |
| 24th Street Kayak Park        | Trout Unlimited- Weber Basin Anglers      | Paul Burnett                  | Ron Thornburg     |
| Goode Ski Lake                | Ogden Made                                | Braden Thompson               | Ben Sugar         |
| Frontrunner Trail             | Open for adoption                         |                               | Mike Joseph       |
| Crystal Wave Kayak Park       | Walmart                                   | Josh Bambrough                | (Joint adoption)  |
| Crystal Wave Kayak Park       | Davinci Academy                           | Deborah Neal                  | David Owen        |
| Lincoln - Wall                | Open for adoption                         |                               | Ben Sugar         |
| Grant - Lincoln               | Ogden Prep Academy                        | Teresa Hislop                 | Ben Sugar         |
| Washington - Grant            | Slackwater                                | Justin Gumm                   | David Owen        |
| Lorin Farr Section            | Pending-Lucky Slice Pizza                 |                               | Mike Joseph       |
| Bluff Trail                   | Weber-Morgan Health Department            | Melissa Stenquist             | David Owen        |
| Botanical Gardens             | Visit Ogden                               | Sara Toliver                  | Tim Peterson      |
| Big Dee Park Section          | Youth Impact                              | Robb & Nicole Hall            | Tim Peterson      |
| Birdsong Trail                | Quality Bike Products                     | Nicholas Schiffman            | Tim Peterson      |
| 9th Street - 12th Street      | Skyline Cycle                             | Matt Hasenyager               | Shad Burnham      |
| Douglas St Trail              | Skyline Cycle                             | Matt Hasenyager               | Dave Stuart       |
| Jumpoff Canyon                | ATK                                       | Adam Corliss & Rachel Bennion | Dave Stuart       |
| Nature Center North           | Ben Lomond High School                    | Erica Lyon                    | Dave Stuart       |
| Rainbow Trail                 | John Slack/Larry Woolsey                  | John Slack                    | Ben Chournos      |
| Boulder Field                 | The Front Climbing Gym                    | Shad Burnham                  | Shad Burnham      |
| 22nd St Trailhead             | The Ogden Sierra Club                     | Dan Schroder                  | Ben Chournos      |
| Taylor Canyon 22nd-29th       | Happy Utah Mountain Runners               | Aric Manning                  | Ben Chournos      |
| 29th St Trailhead             | Ogden High School Mountain Bike Team      | Zan treasure                  | Jerome Berg       |
| Upper Gib's Loop              | Outdoor Gangster                          | Candace Weaver                | Darren Gioradano  |
| Lower Gib's Loop              | Waterfall Canyon Ward Scout Troops        | Janel Barret                  | Darren Gioradano  |
| Blue Ribbon                   | ENVE                                      | Shay Schlange                 | Darren Gioradano  |
| Foothill Bike Trail           | The Berg and Dean Families                | Jerome and Brett              | Jerome Berg       |
| Strongs Canyon Area           | Environmental Ambassadors                 | Stephanie Mitts               | Sara Yearsley     |
| Discovery Loop                | Trudeau Family                            | Scott Trudeau                 | Sara Yearsley     |
| Parcourse/Bob Sled            | St. Joseph High School Mountain Bike Team | Pete Buttschardt              | Sara Yearsley     |
| Bues Trail                    | The Bike Shoppe                           | Matt Howard                   | Richard White     |
| Burch Creek                   | Caldwell Family                           | Mike Caldwell                 | Richard White     |

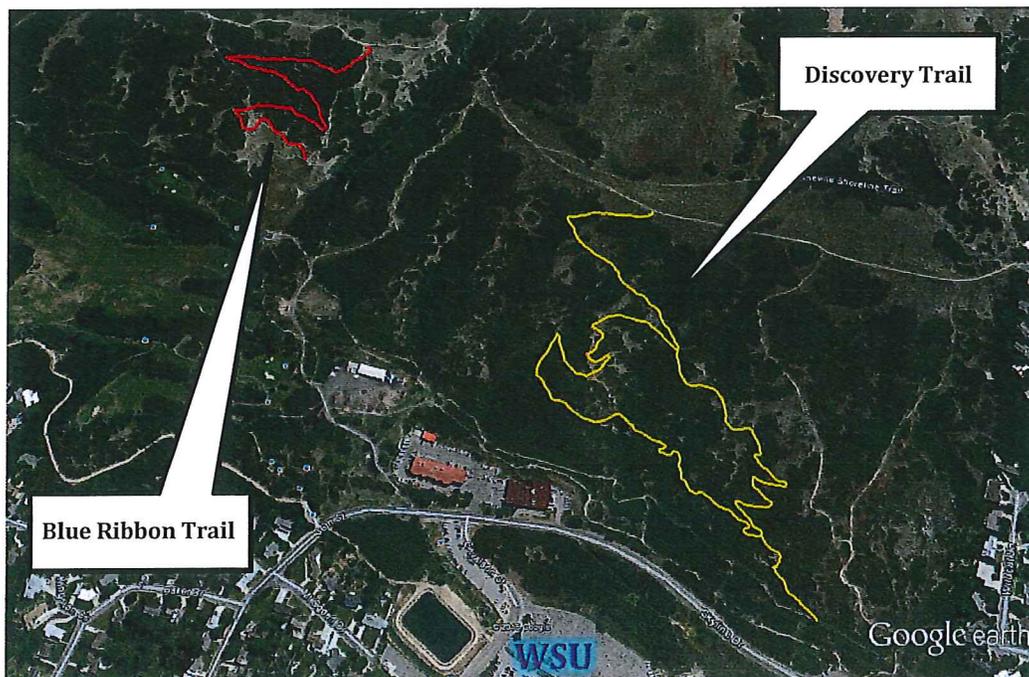
- Partnership with WSU for the development of the “Discovery Trail,” the City’s first interpretive trail.
- The development of the “Blue Ribbon Trail” to create a bike loop that connects with the BST.



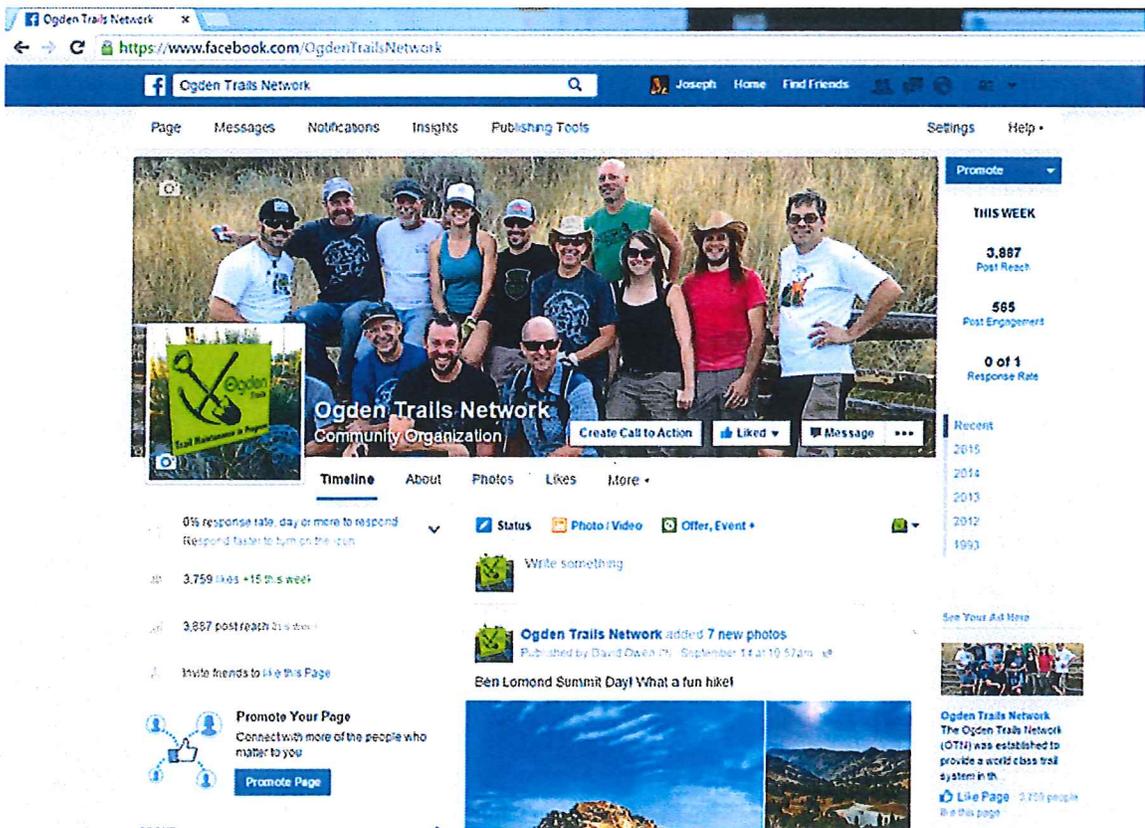
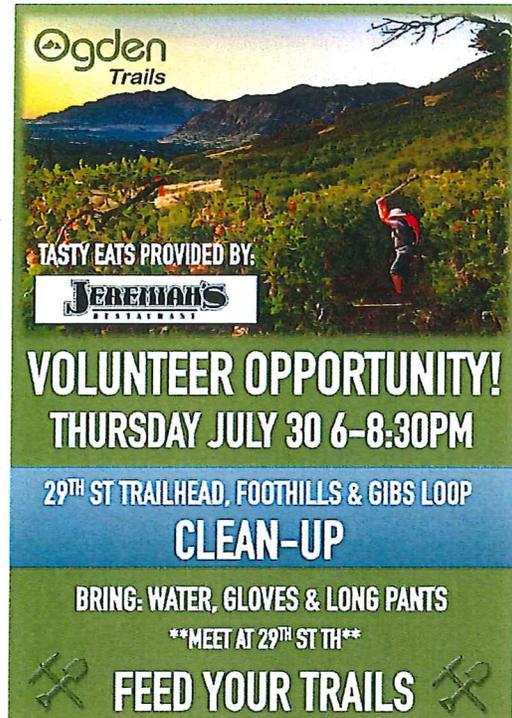
Volunteer Working on the Blue Ribbon Trail



Discovery Trail Interpretive Signage



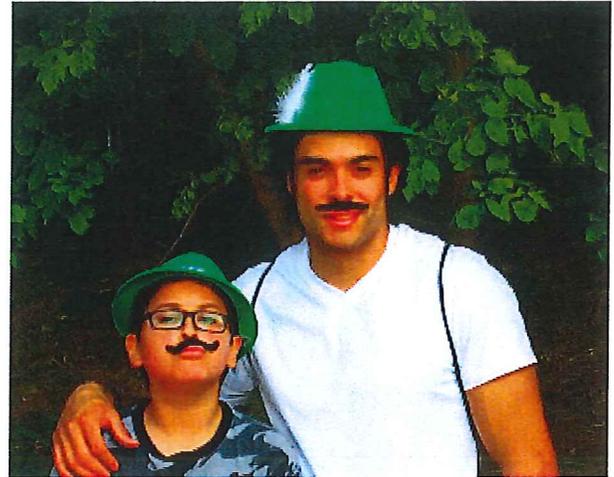
- *Engagement of the community through active social media via Facebook and Meet-Up. This allows the Committee to communicate projects and events to the community.*



- *Active fundraising with annual “Shin-Dig,” trail sponsorships, and promotional sales to support trail maintenance, equipment, projects, and events.*



2014 “Shin-Dig”



Funding Supports Events like the Hof Volksmarch

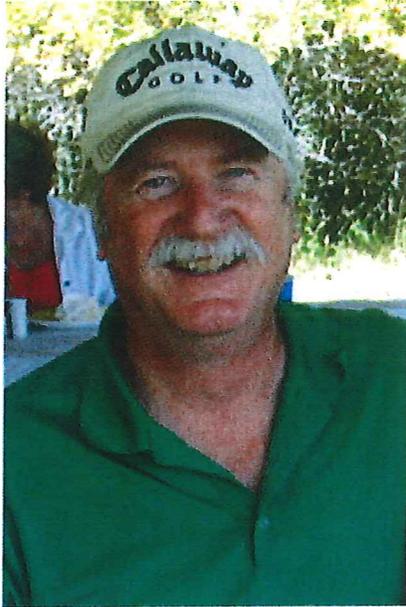


Funding Allows the Committee to have Tools and Supplies

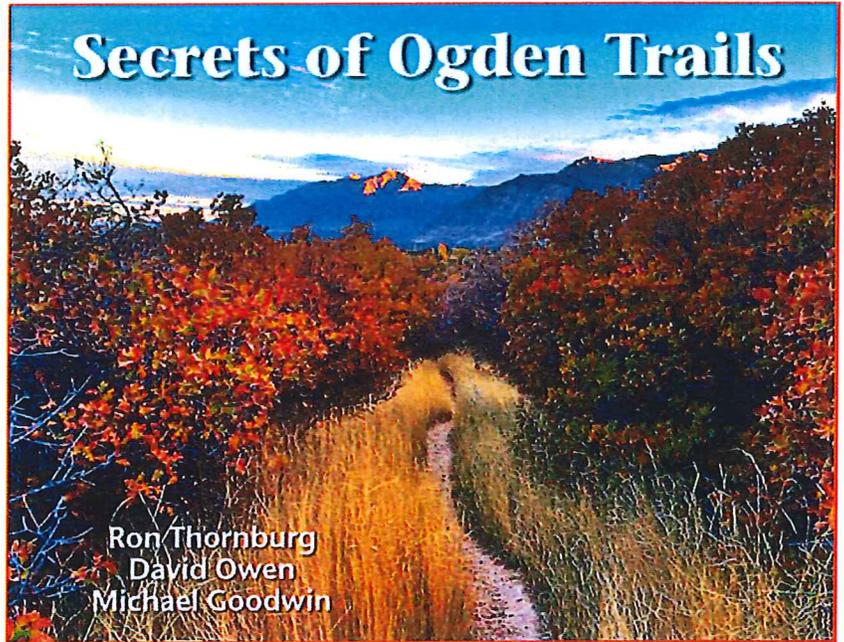


Funding Supports Events like the Halloween “Spoke-Tacular”

- *The publishing of the “Secrets of the Ogden Trails” book to promote trails in the City and generate funds to support trail activities.*



**Ron Thornburg**  
 Author of the “Secrets of  
 Ogden Trails” and Member  
 of the Ogden Trails  
 Network Committee



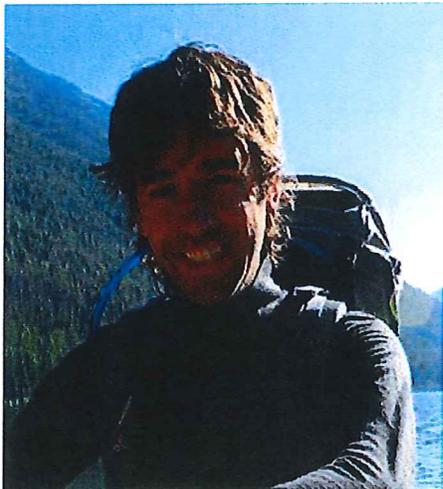
I believe I can speak, not only for myself, but also for all the past and present members of our community who are proud to have been involved with this worthy cause and along with past contributors to witness the continued benefits that come to the Greater Ogden Community through the continued efforts of the Ogden Trails Committee. One very obvious illustration of the continued positive energy being emitted from the OTN is the production of this beautiful book that celebrates the network of trails that connects all parts of “This Town.”

From the foreword by DR. J. MIKEL (“MIKE”) VAUSE

“Our trails are community gathering places where we are able to step out of our digital world and reconnect with what matters most. Connections matter. Connections to community, friends, family, nature and faith, and Ogden Trails provide us with that unique opportunity to connect to the things that really matter.”

From the afterword by OGDEN MAYOR MIKE CALDWELL

The publication of “Secrets of the Ogden Trails” and the continued work of the Ogden Trails Network committee to maintain and improve Ogden’s trail system would not have been possible without the generous support of these sponsors.



**David Owen**  
 Photographer for the  
 “Secrets of Ogden Trails”  
 and Member of the Ogden  
 Trails Network Committee

- *The establishment of official subcommittees so that the Committee can coordinate and operate more efficiently.*

**Communication and Education:**

1. Manage the trails Facebook and Google accounts
2. Develop brochures, books, and pamphlets promoting the trails
3. Develop posters and articles of trail events, activities, developments, and projects to notify the public and media groups
4. Seek-out partnerships and coordinate with other trails-minded organizations (such as Weber Pathways, WOBAC, and Weber State University)

|                         |                  |
|-------------------------|------------------|
| SUBCOMMITTEE CHAIR      | Sara Yearsley    |
| SUBCOMMITTEE VICE CHAIR | Ron Thornburg    |
| COMMITTEE MEMBER        | David Owen       |
| COMMITTEE MEMBER        | Richard White    |
| COMMITTEE MEMBER        | Michael Joseph   |
| COMMITTEE MEMBER        | Tim Peterson     |
| COMMITTEE MEMBER        | Kristin Jamieson |

**Grants and Fundraising:**

1. Write-up proposals to obtain grants for specific projects approved by the committee
2. Coordinate fundraiser events (at least one annually)
3. Develop sales items that promote the trails and generate funds for the trails (t-shirts, stickers, hats etc.)
4. Coordinate the solicitation of sponsors for the committee

|                         |                |
|-------------------------|----------------|
| SUBCOMMITTEE CHAIR      | Ben Sugar      |
| SUBCOMMITTEE VICE CHAIR | Michael Joseph |
| COMMITTEE MEMBER        | David Owen     |
| COMMITTEE MEMBER        | Ross Patterson |
| COMMITTEE MEMBER        | Shad Burnham   |
| COMMITTEE MEMBER        | Jerome Berg    |
| COMMITTEE MEMBER        |                |

**Trail Activities and Events:**

1. Schedule and coordinate recreational activities on the trails (hiking, running, biking, climbing, equestrian)
2. Schedule and coordinate trainings and educational activities
3. Schedule and coordinate special ceremonies and other special events
4. Schedule and coordinate booth events (Farmers Market, trailheads, and at trail/recreational events)

|                         |                  |
|-------------------------|------------------|
| SUBCOMMITTEE CHAIR      | Darren Giordano  |
| SUBCOMMITTEE VICE CHAIR | Richard White    |
| COMMITTEE MEMBER        | David Stuart     |
| COMMITTEE MEMBER        | Ben Chournos     |
| COMMITTEE MEMBER        | Jerome Berg      |
| COMMITTEE MEMBER        | Ben Sugar        |
| COMMITTEE MEMBER        | Kristin Jamieson |

**Trail Projects and Development:**

1. Prioritize projects with the committee that accomplishes the goals and strategies of community, district, and recreational plans
2. Coordinate the execution of committee projects
3. Coordinate projects with volunteer groups

|                         |               |
|-------------------------|---------------|
| SUBCOMMITTEE CHAIR      | David Stuart  |
| SUBCOMMITTEE VICE CHAIR | Tim Peterson  |
| COMMITTEE MEMBER        | Ron Thornburg |
| COMMITTEE MEMBER        | Sara Yearsley |
| COMMITTEE MEMBER        | Jerome Berg   |
| COMMITTEE MEMBER        | Shad Burnham  |
| COMMITTEE MEMBER        | Ben Chournos  |

## 2015-2018 OTN Goals

- a. **Trail-by-Trail Assessment and Repair:** Expand our established trail assessment process to all trails to identify opportunities to make improvements. Rank projects that are identified in trail assessments and obtain support from specialty groups. Establish smart phone based applications for alerting of trail issues and also develop tracking system to log volunteer hours.
- b. **Development of Sign and Post Database:** The completion of a city managed database for tracking trail posts and signage throughout the city. Development of a cost effective process for replacement of posts and signs due to damage, vandalism, or updating. Develop a system that sets an example to surrounding municipalities.
- c. **Development of New Trails:** Lobby efforts with Weber Pathways and USFS for an alternate connector to the Wasatch Back from Hidden Valley/Taylor Canyon Trails. Work with railroad and Weber County to develop a bike park east of Weber River and south of 24<sup>th</sup> Street, adjacent to the Dog Park and Surge-Simmons Ball Park. Develop “beginner” mountain bike trails for families within city limits. Support planning for new and dynamic trails closer to downtown. Develop a regional trail connection between Kingfisher Wetlands and the Rail-Trail in Roy City.
- d. **Enhancements along Trails and Trailheads:** Elevate trailhead entrances by creating uniform trailhead features that stand-out and identify as an “Ogden City” trailhead. Work with Weber County to restore water and habitat to the Kingfisher Wetlands. Develop interpretive trails around the Kingfisher Wetlands.
- e. **Grow Empowered Trail Sponsors:** Continue to support partnerships for fundraising, outreach, and community services. Conduct specialized training for repair and building of trails. Expand support base with USFS and Weber Pathways to further align common causes.
- f. **New and Continued Community Engagement Events:** Work with Ogden City to continue to develop trail events like the Vintage Bike Ride, Spoke-Tacular, Hof Volksmarch that promote the usage of the trails.
- g. **Development of a Specific Strategic and Comprehensive Trail Plan for the City:** Work with city staff to update the comprehensive plan for trails and have it included in the City General Plan. Develop a trail plan that incorporates regional trail connections by working with surrounding municipalities.

## 2015 OTN Committee Recognition

Appreciation must be expressed to the City Administration and Council for their continued support. The OTN also extends thanks to the volunteer groups, clubs, companies, and organizations that donated their time and resources to the trails. Appreciation also goes out for the partnerships established with the U.S. Forest Service, the State of Utah, WSU, and Weber Pathways who have devoted their time and given valuable support to the efforts of the OTN Committee.

Finally, the OTN Committee is grateful for the continued support from the Ogden City Planning and Public Ways and Parks Departments for their hands-on involvement.



## 2015 Ogden Trails Network Committee

Jerome Berg  
Chair  
*27<sup>th</sup> Street*

David Owen  
Vice-Chair  
*At Large*

Richard White  
*Weber Pathways*

Ron Thornburg  
*Beus Canyon Area*

David Stuart  
*Jump-Off Canyon*

Mike Joseph  
*At Large*

Tim Peterson  
*22<sup>nd</sup> Street*

Sara Yearsley  
*Parks & Rec*

Darren Giordano  
*At Large*

Ben Sugar  
*At Large*

Ben Chournos  
*At Large*

### EX-OFFICIO AND NON-VOTING STAFF

Mark Johnson  
*CAO Ogden City*

Ross Patterson  
*Planning Commission Rep*

Robert Sanchez  
*U.S. Forest Service*

Perry Huffaker  
*Public Ways and Parks*

Joseph Simpson  
*Planning Staff*

Juan Barrientez  
*U.S. Forest Service*

Vacant  
*Ogden City Police*

Shanna Dayton & Jannette  
Borklund  
*Planning Technicians*

## 2015 Ogden Trails Network Subcommittees

| <b><u>Communication and Education:</u></b>                                              | <b><u>Grants and Fundraising:</u></b>                                                 | <b><u>Trail Activities and Events:</u></b>                                         | <b><u>Trail Projects and Development:</u></b>                                                           |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Sara Yearsley<br><i>Chair</i>                                                           | Ben Sugar<br><i>Chair</i>                                                             | Darren Giordano<br><i>Chair</i>                                                    | David Stuart<br><i>Chair</i>                                                                            |
| Ron Thornburg<br><i>Vice-Chair</i>                                                      | Michael Joseph<br><i>Vice-Chair</i>                                                   | Richard White<br><i>Vice-Chair</i>                                                 | Tim Peterson<br><i>Vice-Chair</i>                                                                       |
| <b><u>Members:</u></b><br>David Owen<br>Richard White<br>Michael Joseph<br>Tim Peterson | <b><u>Members:</u></b><br>David Owen<br>Ross Patterson<br>Shad Burnham<br>Jerome Berg | <b><u>Members:</u></b><br>David Stuart<br>Ben Chournos<br>Jerome Berg<br>Ben Sugar | <b><u>Members:</u></b><br>Ron Thornburg<br>Sara Yearsley<br>Jerome Berg<br>Shad Burnham<br>Ben Chournos |



COPIED TO

OCT 29 2015

Office of the Mayor  
Mike Caldwell

OGDEN CITY COUNCIL

October 23, 2015

Chair Richard A. Hyer and  
Members of the Ogden City Council  
2549 Washington Boulevard  
Ogden, UT 84401

Re: Advice and Consent Consideration of Reappointments to the Ogden Trails Network Committee

Chair Hyer and City Council Members:

I respectfully recommend the following individuals be reappointed to the Ogden Trails Network Committee:

**REAPPOINTMENTS**

*Richard White* – 5028 Skyline Drive, Ogden, Utah – Mr. White would continue to serve and his term would expire June 30, 2018.

*Sara Yearsley* – 4262 West 5050 South, Roy, Utah – Ms. Yearsley would continue to serve and her term would expire June 30, 2018.

*Ben Chournos* – 1661 Hislop Drive, Ogden, Utah – Mr. Chournos would continue to serve and his term would expire June 30, 2018.

*David Owen* – 753 East 3800 North, North Ogden, Utah – Mr. Owen would continue to serve and his term would expire June 30, 2018.

*Ron Thornburg* – 3004 Waterfall Lane, Ogden, Utah – Mr. Thornburg would continue to serve and his term would expire June 30, 2018.

*Mike Joseph* – 2080 East 4980 South, Ogden, Utah – Mr. Joseph would continue to serve and his term would expire June 30, 2018.

*Darren Giordano* – 1640 25<sup>th</sup> Street, Ogden, Utah – Mr. Giordano would continue to serve and his term would expire June 30, 2018.

*David Stuart* – 370 North Harrison Boulevard, Ogden, Utah – Mr. Stuart would continue to serve and his term would expire June 30, 2018.

*Jerome Berg* – 2725 Fillmore Avenue, Ogden, Utah – Mr. Berg would continue to serve and his term would expire June 30, 2018.

*Tim Peterson* – 1264 23<sup>rd</sup> Street, Ogden, Utah – Mr. Peterson would continue to serve and his term would expire June 30, 2018.

*Benjamin Sugar* – 2540 Jackson Avenue, Ogden, Utah – Mr. Sugar would continue to serve and his term would expire June 30, 2018.

*Juan Barrientez* – 507 25<sup>th</sup> Street, Ogden, Utah – Mr. Barrientez would continue to serve as the Ex-Officio member from the U.S. Forest Service and his term would expire June 30, 2018.

*Perry Huffaker* – 133 West 29<sup>th</sup> Street, Ogden, Utah – Mr. Huffaker would continue to serve as the Ex-Officio member from the Public Services Department and his term would expire June 30, 2018.

**APPOINTMENTS**

*Ross Patterson* – 3657 Fowler Avenue, Ogden, Utah – Mr. Patterson would be serving as the Ex-Officio member from the Planning Commission and his term would expire June 30, 2018.

Your favorable consideration is appreciated.

Sincerely,

Mike Caldwell

Mayor of Ogden 2549 Washington Blvd. Suite 910, Ogden, Utah 84401 • Office: 801.629.8111 • Fax: 801.629.8123



# City Council Meeting COUNCIL STAFF REVIEW

## **POLICE SALARY SCHEDULE AND PUBLIC SAFETY PAY PLAN**

- *Amends Salary Schedule for Sworn Police Officers*
- *Amends Ogden Municipal Code § 2-6-9 D to Add Step Pay Plans for Sworn Public Safety Personnel*

**DETERMINATION:** Set or Not Set Public Hearing for December 8, 2015

---

### ***Executive***

#### ***Summary***

The Council will consider setting a public hearing on a proposed Ordinance amending the salary schedule and restoring the step pay plan for sworn public safety personnel. This proposed ordinance amendment formalizes the commitment made in Joint Resolution 2015-27.

#### ***Background***

During the fiscal year, the Council entertains requests for budget adjustments to allow for the following:

1. Entering grant or other special purpose revenues into the budget prior to expenditure.
2. Making mid-course corrections to avoid budget overruns.
3. Forwarding encumbrances from the previous fiscal year.
4. Other items dealing with special circumstances or opportunities.

The Uniform Fiscal Procedures Act for Utah Cities requires that a public hearing be held on all budget adjustments where the budget of one or more funds is increased. (Utah Code Ann. §10-6-127.) Notice of the public hearing must be given seven (7) days prior to the hearing. (Utah Code Ann. §10-6-113.)

#### **September 22, 2015**

The City Council adopted Joint Resolution 2015-27 which accomplished the following.

- Directed staff to prepare the necessary documents for formal approval and implementation of a pay plan for sworn police officers



# City Council Meeting

## COUNCIL STAFF REVIEW

- Directed staff to prepare the necessary documents for the Council to fund the step pay plan for sworn police personnel prior to January 1, 2016.
- Directed staff to prepare a similar pay plan for sworn firefighters for consideration during the FY2016-17 budget process.

The Resolution was adopted to order to improve retention and recruitment of sworn police officers. In addition, the Joint Resolutions underscored the Mayor's and Council's commitment to all City employees to make and keep City positions competitive with other agencies.

### **November 17, 2015**

The Council office received an Administration Transmittal requesting the Council amend the salary schedule and amend Ogden Municipal Code § 2-6-9 D to add step pay plans for sworn public safety personnel.

### ***Proposal***

As directed by Resolution 2015-27, the Administration is proposing an ordinance amendment to return sworn public safety personnel to the step pay plan. The Administration is also proposing an amended salary schedule for sworn police officers to become effective January 1, 2016. The Administration will be proposing an amended salary schedule for sworn fire fighters in the FY2016-2017 budget.

A corresponding FY2016 Budget Amendment will fund the salary increases for sworn police officers.

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**Council Staff Contact: Janene Eller-Smith, (801)629-8165**

## Ogden City Council Transmittal

Date: November 17, 2015  
To: Ogden City Council  
From: Mark Johnson, CAO  
RE: Police Officer Salary Schedule and Public Safety Pay Plan

Staff Contact: Camille Cook, Ext. 8716

Request: Adoption of Ordinance  
Documents: Proposed Ordinance

### Background

The proposed ordinance implements the joint resolution adopted by the Mayor and City Council to address challenges in the recruitment and retention of sworn police officers and approving a strategy to provide for competitive salaries for sworn police officers. In addition, the ordinance proposes to return to a step pay plan for classified employees within the police and fire departments.

Specifically, the ordinance amends the salary schedule for sworn police officers, to be funded in the first pay period that includes January 1, 2016, through a separate budget opening.

In addition, the ordinance amends Ogden Municipal Code section 2-6-9 D. to restore a step pay plan for sworn police and fire personnel. Annual step increases are merit-based and conditioned upon satisfactory performance ratings.

Administration intends to propose a revised salary schedule for sworn fire personnel by May 3, 2016, in conjunction with the submittal of the FY2017 tentative budget.

### Proposal

Adopt ordinance.

### Fiscal Impact

A companion budget opening is proposed to fund the new salary schedule for sworn police officers adopted through the proposed ordinance.

ORDINANCE NO. 2015-50

**AN ORDINANCE OF OGDEN CITY, UTAH, AMENDING SALARY SCHEDULES FOR CLASSIFIED EMPLOYEES WITHIN THE POLICE DEPARTMENT; RESTORING A STEP PAY PLAN FOR CLASSIFIED EMPLOYEES WITHIN THE POLICE AND FIRE DEPARTMENTS; AND PROVIDING THAT THIS ORDINANCE WILL BE EFFECTIVE ON JANUARY 1, 2016.**

**WHEREAS**, the Ogden City Mayor and the Ogden City Council adopted a joint resolution recognizing the challenges in the recruitment and retention of sworn police officers for the past several years and approving a strategy to provide for competitive salaries for sworn police officers; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to implement these recommendations, including modifying the salary schedule for classified employees in the police department and restoring a step pay plan for classified employees within the police and fire departments to ensure salaries that are comparable to other Utah cities.

**NOW THEREFORE, the Council of Ogden City hereby ordains:**

**SECTION 1.** Salary Schedules Revised. Effective for the first full pay period including January 1, 2016, salary schedules are hereby adopted as follows:

A. Employees classified as "Classified Employees" within the Police Department shall be paid salaries within the pay ranges, as specified in Exhibit A, which salaries may be prorated on a bi-weekly basis.

**SECTION 2.** Section amended. Section 2-6-9 of the Ogden Municipal Code is hereby amended to read and provide as follows:

**2-6-9: [CLASSIFICATION AND PAY PLANS:]**

A. **[General:]** Classification and pay plans shall be established by ordinance of the city council and are subject to modification at any time at the discretion of the city council.

- B. **[Classification Plan:]** The classification plan shall provide for the general classification of employees according to similarity of authority, duties and responsibilities. The adopted classification plan shall also provide general rules for the administration of the plan.
- C. **[Pay Plan:]** The compensation of all officers and employees of the city shall be established by the pay plan as adopted or amended in the annual budget. Salary ranges shall be established by the pay plan for each class of position in the classified and merit services and for nonelected members of the nonmerit service. The mayor may propose changes to the adopted pay plan, which changes may be approved by the city council by ordinance.
- D. **[Pay Standards:]** The following standards shall apply to full time employees who are members of the classified and merit services and nonelected members of the non-merit service.
1. The minimum rate of pay for a class shall be paid a new employee on the employee's original appointment to a position except when, as determined by the department director and the mayor or the mayor's designee, there has been demonstrated an inability to recruit at the minimum rate of pay or the new employee possesses qualifications warranting employment at a higher rate in the pay range.
  2. Notwithstanding subsection 2-6-9 D.3.b, subject to budgetary restraints, sworn police and fire personnel shall be advanced annually, or such other period of time as designated in the pay plan, one step in the salary range for the class in which employed based on years of service as long as performance standards are met.
  3. Establishment of Pay-For-Performance System:
    - a. The Department of Management Services, through the Division of Human Resources, shall modify and adopt employee policies and procedures as necessary to implement a performance appraisal system which, to the maximum extent feasible, permits the accurate evaluation of job performance based on fair and non-discriminatory standards related to each position (which may include certain city-wide values).
    - b. Subject to budgetary restraints, beginning July 1, 2009, and thereafter at the beginning of each fiscal year, pay increases shall be based on performance, provided, however, that no employee shall be eligible for an increase who has not achieved a satisfactory rating under the performance appraisal system.
    - c. Subject to budgetary restraints, beginning July 1, 2009, and thereafter at the beginning of each fiscal year, salary ranges in each job classification shall be modified, as necessary, based on benchmarking of other Utah cities, and employees below the minimum in their range shall be advanced to the minimum rate of pay in the modified range.
- E. **[Biweekly:]** All salaries, wages and benefits shall be paid biweekly.

## F. [Severance Pay:]

1. Eligible Employees: Unless otherwise prohibited in this subsection, the chief administrative officer, department directors, deputy and assistant city attorneys unless principally assigned to prosecution activities, and all appointed nonmerit, full time employees in the mayor's office and city council's office ("eligible employees") are entitled to severance pay as provided herein, in the event their employment with the city is involuntarily terminated.
2. Amount: Severance pay shall be in an amount equivalent to one month's pay for each consecutive year of employment with the city, not to exceed six (6) months. The monthly payment amount shall be based on the employee's monthly salary on the date of termination. Payment is to be made in a lump sum within thirty (30) days of the effective date of the termination. This payment will be in addition to any other benefits to be received on termination, as authorized under the pay plan. Notwithstanding the above, the amount of severance pay may exceed the amount authorized herein for the chief administrative officer, the executive director of the city council, or a department director, if authorized under a contract of employment entered into after December 20, 2005, if:
  - a. Such contract is in writing and on file in the city recorder's office and was entered into prior to the date of appointment; and
  - b. Such contract was publicly disclosed to the city council as part of the appointment approval process.
3. Prohibition: Severance pay shall not be paid to an otherwise eligible employee who:
  - a. Has been terminated or requested to resign under bona fide charges of nonfeasance, misfeasance or malfeasance in office; or
  - b. Has been terminated or requested to resign upon being convicted, indicted, charged or is under criminal investigation concerning a public offense involving a felony or offense of moral turpitude; or
  - c. Voluntarily resigns or terminates employment with the city under circumstances not defined herein as an "involuntary termination"; or
  - d. Fails to sign a full written release of all claims against the city related to such termination, as approved by the city attorney.
4. Rehiring Restrictions: No employee receiving severance pay may be rehired with the city within one year of the effective date of termination, whether as an employee, contractor, or as a principal of an independent contractor providing employment or other professional services. "Principal" shall include any officer, director, partner or owner holding thirty percent (30%) or more of the entity acting as the independent contractor. This prohibition may be waived if severance pay is repaid upon a rehire within the period of limitation.

5. Definitions: The following terms as used in this section shall have the designated meanings:

INVOLUNTARY TERMINATION: a. Termination of employment contrary to the will or desire of the employee;

b. Resignation of employment by employee upon the request or suggestion of the mayor or other officer or body with termination authority; or

c. Resignation of employment upon a demotion or a reduction in pay not generally applicable to other similar nonmerit employees.

SEVERANCE PAY: A sum of money that an employee is eligible to receive upon involuntary termination of employment, based on the length of employment or, if so provided by contract or other agreement, an unfinished term of employment. It shall not refer to salary or wages applicable during the term of employment, compensation for unused leave authorized under the pay plan, early retirement incentives, back wages, or other damage payments not in the form of severance pay.

6. Employment Agreement With Different Severance Terms: If an employment agreement with different severance terms was entered into prior to December 20, 2005, then the eligible employee will be entitled to the benefit of the more advantageous terms.
7. Restriction Not Intention: It is not the intention of this section to restrict the granting of severance pay to other employees of the city, not defined as an eligible employee herein, as part of a settlement agreement related to either an involuntary termination or a settlement of claims related to employment, but in no event shall severance pay under such agreement exceed the amount that would otherwise be allowed under subsection F2 of this section, if the employee were an eligible employee.
- G. **[Total Remuneration:]** Any salary or salary range established for a position or classification of employment shall represent the total remuneration that may be paid for employment for that position or classification, but shall not be considered as including reimbursement for official travel or other official expenses. No employee shall receive pay from the city in addition to the salary or salary range authorized under the pay plan as approved by the city council for services rendered by him or her, either in the discharge of his or her ordinary duties or of any additional duties that may be assigned or that he or she may undertake or volunteer to perform. This section shall not be interpreted to prevent the payment to or for the benefit of employees of funds for retirement benefits, medical insurance or any other benefit approved by the city council.

**SECTION 6. Effective date.** This ordinance shall become effective on January 16, 2016.

**PASSED, ADOPTED AND ORDERED PUBLISHED** by the Council of Ogden City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CHAIR

**ATTEST:**

\_\_\_\_\_  
CITY RECORDER

**TRANSMITTED TO THE MAYOR ON:** \_\_\_\_\_

**MAYOR'S ACTION:**  Approved  Vetoed

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY RECORDER

**PUBLICATION DATE:** \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_

**APPROVED AS TO FORM:** MAG 11/12/15  
Legal Date

- \* The headings, catchlines or catchwords suggested for use in the Ogden Municipal Code and which are bracketed at the beginning of sections or subsections, shall not be considered to be a part of the ordinance adopted herein.

**CITY OF OGDEN**  
**RANGE PLACEMENT TABLE - POLICE EMPLOYEES**  
**Fiscal Year 2016**  
**January 1, 2016 to June 30, 2016**

| Range             | Pay Period | Entry Step 1 | Step 2    | Step 3    | Step 4    | Step 5    | Step 6                                                                                                                                                                                              | Step 7    | Step 8    | Step 9    | Step 10                                         | Step 11   | Step 12   |
|-------------------|------------|--------------|-----------|-----------|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-----------|-------------------------------------------------|-----------|-----------|
| <b>PO/MPO</b>     | Hourly     | 18.60286     | 19.34698  | 20.12085  | 20.92569  | 21.76272  | 22.63322                                                                                                                                                                                            | 23.53855  | 24.48010  | 25.45930  | 26.47767                                        | 27.53678  | 29.18898  |
| <b>(PO)</b>       | Bi-weekly  | 1,488.23     | 1,547.76  | 1,609.67  | 1,674.06  | 1,741.02  | 1,810.66                                                                                                                                                                                            | 1,883.08  | 1,958.41  | 2,036.74  | 2,118.21                                        | 2,202.94  | 2,335.12  |
|                   | Monthly    | 3,224.50     | 3,353.48  | 3,487.61  | 3,627.12  | 3,772.20  | 3,923.09                                                                                                                                                                                            | 4,080.02  | 4,243.22  | 4,412.95  | 4,589.46                                        | 4,773.04  | 5,059.42  |
|                   | Annual     | 38,693.95    | 40,241.71 | 41,851.38 | 43,525.43 | 45,266.45 | 47,077.11                                                                                                                                                                                           | 48,960.19 | 50,918.60 | 52,955.34 | 55,073.56                                       | 57,276.50 | 60,713.09 |
| <b>Sergeant</b>   | Hourly     | 29.62682     | 30.81189  | 32.04437  | 33.32614  | 34.65919  |                                                                                                                                                                                                     |           |           |           | MPO Criteria must be met for step continuation. |           |           |
| <b>(PSGT)</b>     | Bi-weekly  | 2,370.15     | 2,464.95  | 2,563.55  | 2,666.09  | 2,772.74  |                                                                                                                                                                                                     |           |           |           |                                                 |           |           |
|                   | Monthly    | 5,135.32     | 5,340.73  | 5,554.36  | 5,776.53  | 6,007.59  |                                                                                                                                                                                                     |           |           |           |                                                 |           |           |
|                   | Annual     | 61,623.78    | 64,088.74 | 66,652.29 | 69,318.38 | 72,091.11 |                                                                                                                                                                                                     |           |           |           |                                                 |           |           |
| <b>Lieutenant</b> | Hourly     | 35.17908     | 36.58624  | 38.04969  | 39.57168  | 41.15454  |                                                                                                                                                                                                     |           |           |           |                                                 |           |           |
| <b>(PLT)</b>      | Bi-weekly  | 2,814.33     | 2,926.90  | 3,043.98  | 3,165.73  | 3,292.36  | 4% all steps except 6% between step 10 & 11 on PO/MPO Range<br>1.5% between top of PO/MPO to bottom of Sgt - 4% between all steps<br>1.5% between top of Sgt to bottom of Lt - 4% between all steps |           |           |           |                                                 |           |           |
|                   | Monthly    | 6,097.71     | 6,341.61  | 6,595.28  | 6,859.09  | 7,133.45  |                                                                                                                                                                                                     |           |           |           |                                                 |           |           |
|                   | Annual     | 73,172.48    | 76,099.38 | 79,143.35 | 82,309.09 | 85,601.45 |                                                                                                                                                                                                     |           |           |           |                                                 |           |           |



# City Council Meeting COUNCIL STAFF REVIEW

## **FY2016 BUDGET AMENDMENT (\$475,000)**

- *Recognize and Appropriate Revenue from Fund Balance to Fund Salary Increases for Sworn Police Personnel (\$475,000)*

**DETERMINATION:** Set or Not Set Public Hearing for December 8, 2015

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### ***Executive***

#### ***Summary***

The Council will consider setting a public hearing on a proposed FY2016 Budget Amendment to increase the FY2016 budget by \$475,000 by recognizing and appropriating funds from Fund Balance for salary increases for sworn police officers, effective January 1, 2016. This proposed Budget Amendment formalizes the commitment made in Joint Resolution 2015-27.

#### ***Background***

During the fiscal year, the Council entertains requests for budget adjustments to allow for the following:

1. Entering grant or other special purpose revenues into the budget prior to expenditure.
2. Making mid-course corrections to avoid budget overruns.
3. Forwarding encumbrances from the previous fiscal year.
4. Other items dealing with special circumstances or opportunities.

The Uniform Fiscal Procedures Act for Utah Cities requires that a public hearing be held on all budget adjustments where the budget of one or more funds is increased. (Utah Code Ann. §10-6-127.) Notice of the public hearing must be given seven (7) days prior to the hearing. (Utah Code Ann. §10-6-113.)

#### **September 22, 2015**

The City Council adopted Joint Resolution 2015-27 which accomplished the following.

- Directed staff to prepare the necessary documents for formal approval and implementation of a pay plan for sworn police officers



# City Council Meeting COUNCIL STAFF REVIEW

- Directed staff to prepare the necessary documents for the Council to fund the step pay plan for sworn police personnel prior to January 1, 2016.
- Directed staff to prepare a similar pay plan for sworn firefighters for consideration during the FY2016-17 budget process.

The Resolution was adopted to order to improve retention and recruitment of sworn police officers. In addition, the Joint Resolutions underscored the Mayor's and Council's commitment to all City employees to make and keep City positions competitive with other agencies.

### **November 10, 2015**

The Council office received an Administration Transmittal requesting an amendment to the FY2016 Budget to provide additional funding for pay increases for sworn police officers, as directed by Joint Resolution 2015-27.

### ***Proposal***

The Administration is requesting that the Council amend the FY2016 Budget as outlined in proposed Ordinance and Schedules.

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**Council Staff Contact: Janene Eller-Smith, (801)629-8165**

RECEIVED

NOV 10 2015

OGDEN CITY  
COUNCIL OFFICE

**OGDEN CITY TRANSMITTAL**

Date: November 5, 2015  
To: Ogden City Council  
From: Lisa Stout, Comptroller  
RE: Budget Opening – FY 2016 Police Wages & Salary Schedule Changes

Staff Contact: Lisa Stout, Comptroller, ext. 8713  
Recommendation: Set public hearing and adopt ordinance



Documents:  
- Ordinance  
- Schedule A (Revenue)  
- Revenue Detail Schedule  
- Schedule B (Appropriations)  
- Appropriation Detail Schedule

**Executive Summary**

The City Council, in a joint resolution with the Mayor on September 22, 2015 adopted a strategy to improve retention and recruitment of sworn public safety personnel. In that joint resolution a pay plan for sworn police personnel was approved and staff was directed to prepare an ordinance to amend the FY2015-2016 budget accordingly.

The proposed budget opening ordinance attached recognizes an appropriations of unrestricted fund balance to sworn police wages in the amount of \$475,000. This allows the funding for wage adjustments needed to align sworn police personnel with the step pay plan being proposed in a separate ordinance. Working with human resources, the budget estimate of \$475,000 will fund increased wages for the currently filled positions for the period of January 1<sup>st</sup> to June 30<sup>th</sup>, 2016.

It is the intent of administration to propose a revised salary schedule for sworn fire personnel in conjunction with the FY2017 tentative budget. It is also the intention of administration to propose funding sources for the sworn public safety personnel step pay plans, in conjunction with the FY2017 tentative budget.

**Background**

Council action is required to appropriate.

**Proposal**

Review and adopt ordinance.

**Fiscal Impact**

An increase to the City Budget of \$475,000 for FY2016, will fund wage increases for currently employed sworn police personnel, at the level necessary to restore a step pay plan from January 1<sup>st</sup> to June 30<sup>th</sup>.

Additionally, the City is making an ongoing commitment to continue to fund the sworn police personnel step pay plan, the current estimate is just over \$1,000,000 annually for all approved positions. The final annual cost will be determined with the FY17 tentative budget. The fiscal impact of restoring sworn fire personnel to a step pay plan is unknown at this time.

ORDINANCE NO. 2015-55

AN ORDINANCE OF OGDEN CITY AMENDING THE BUDGET FOR THE FISCAL YEAR JULY 1, 2015 TO JUNE 30, 2016 BY INCREASING THE ANTICIPATED REVENUES FOR A GROSS INCREASE OF \$475,000 FROM SOURCES AS DETAILED IN THE BODY OF THIS ORDINANCE; AND INCREASING THE APPROPRIATIONS FOR A GROSS INCREASE OF \$475,000 AS DETAILED IN THE BODY OF THIS ORDINANCE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.

**WHEREAS**, after due consideration, the Council of Ogden City has approved the proposed modifications as described herein.

**The Council of Ogden City hereby ordains:**

**SECTION 1.** Anticipated revenues, transfers and adjustments for the 2015-2016 budget altered, increased and decreased. The anticipated revenues, transfers and adjustments for the various funds of the 2015-2016 budget are hereby changed as hereinafter set forth, with net adjustments of \$475,000, as detailed in Schedule "A", which is attached hereto and made a part by reference.

**SECTION 2.** Appropriations from the 2015-2016 budget altered, increased and decreased. The appropriations for various funds of the 2015-2016 budget are herein altered, increased and decreased by net adjustments of 475,000, as follows:

Appropriations increased since June 30, 2015 as detailed in Schedule "B", which is attached hereto and made a part hereof by reference.

**SECTION 3.** Effective date. This ordinance shall become effective immediately upon posting after final passage.

**PASSED, ADOPTED AND ORDERED POSTED** by the Council of Ogden City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
Tracy Hansen, City Recorder

Transmitted to the Mayor on \_\_\_\_\_

Mayor's Action: \_\_\_\_ Approved \_\_\_\_ Vetoed

\_\_\_\_\_  
Michael P. Caldwell, Mayor

ATTEST:

\_\_\_\_\_  
Tracy Hansen, City Recorder

Posting Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
Legal Date

OGDEN CITY  
 BUDGET OPENING - FY 2016 POLICE WAGE & SALARY SCHEDULE CHANGES  
 REVENUE SCHEDULE  
 SCHEDULE "A"

| <u>Account Title</u>   | <u>Account Number</u> | <u>Amount</u>            |
|------------------------|-----------------------|--------------------------|
| <u>GENERAL FUND</u>    |                       |                          |
| USE OF FUND BALANCE    | 1000-1-83002          | \$ 475,000               |
| SUB TOTAL GENERAL FUND |                       | <u>\$ 475,000</u>        |
| TOTAL REVENUE BUDGET   |                       | <u><u>\$ 475,000</u></u> |

**OGDEN CITY**  
**BUDGET OPENING - FY 2016 POLICE WAGE & SALARY SCHEDULE CHANGES**  
**REVENUE DETAIL SCHEDULE**

| <u>Item Title</u>          | <u>Description</u>                                                             | <u>Amount</u>     |
|----------------------------|--------------------------------------------------------------------------------|-------------------|
| <b><u>GENERAL FUND</u></b> |                                                                                |                   |
| USE OF FUND BALANCE        | Fund balance appropriation for use in police wage and salary schedule changes. | \$ 475,000        |
|                            | <b>SUB TOTAL GENERAL FUND</b>                                                  | <b>\$ 475,000</b> |
|                            | <b>TOTAL REVENUE BUDGET</b>                                                    | <b>\$ 475,000</b> |

OGDEN CITY  
 BUDGET OPENING - FY 2016 POLICE WAGE & SALARY SCHEDULE CHANGES  
 APPROPRIATION SCHEDULE  
 SCHEDULE "B"

| <u>Account Title</u>                                     | <u>Account Number</u>  | <u>Amount</u>     |
|----------------------------------------------------------|------------------------|-------------------|
| <b><u>GENERAL FUND</u></b>                               |                        |                   |
| POLICE UNIFORM PATROL WAGES                              | 1000-1-02-350201-11101 | \$ 114,000        |
| POLICE UNIFORM PATROL WORKERS COMP                       | 1000-1-02-350201-11201 | \$ 3,400          |
| POLICE UNIFORM PATROL MEDICARE                           | 1000-1-02-350201-11203 | \$ 1,600          |
| POLICE UNIFORM PATROL RETIREMENT                         | 1000-1-02-350201-11204 | \$ 55,000         |
| POLICE UNIFORM PATROL DISABILITY                         | 1000-1-02-350201-11206 | \$ 700            |
| <br>                                                     |                        |                   |
| POLICE UNIFORM SPECIAL EVENTS WAGES                      | 1000-1-02-350202-11101 | \$ 45,000         |
| POLICE UNIFORM SPECIAL EVENTS WORKERS COMP               | 1000-1-02-350202-11201 | \$ 1,350          |
| POLICE UNIFORM SPECIAL EVENTS MEDICARE                   | 1000-1-02-350202-11203 | \$ 600            |
| POLICE UNIFORM SPECIAL EVENTS RETIREMENT                 | 1000-1-02-350202-11204 | \$ 21,700         |
| POLICE UNIFORM SPECIAL EVENTS DISABILITY                 | 1000-1-02-350202-11206 | \$ 300            |
| <br>                                                     |                        |                   |
| POLICE INVESTIGATIONS MAJOR CRIMES WAGES                 | 1000-1-02-350301-11101 | \$ 57,000         |
| POLICE INVESTIGATIONS MAJOR CRIMES WORKERS COMP          | 1000-1-02-350301-11201 | \$ 1,700          |
| POLICE INVESTIGATIONS MAJOR CRIMES MEDICARE              | 1000-1-02-350301-11203 | \$ 800            |
| POLICE INVESTIGATIONS MAJOR CRIMES RETIREMENT            | 1000-1-02-350301-11204 | \$ 27,800         |
| POLICE INVESTIGATIONS MAJOR CRIMES DISABILITY            | 1000-1-02-350301-11206 | \$ 350            |
| <br>                                                     |                        |                   |
| POLICE INVESTIGATIONS SELECTIVE ENFORCEMENT WAGES        | 1000-1-02-350302-11101 | \$ 48,550         |
| POLICE INVESTIGATIONS SELECTIVE ENFORCEMENT WORKERS COMP | 1000-1-02-350302-11201 | \$ 1,450          |
| POLICE INVESTIGATIONS SELECTIVE ENFORCEMENT MEDICARE     | 1000-1-02-350302-11203 | \$ 700            |
| POLICE INVESTIGATIONS SELECTIVE ENFORCEMENT RETIREMENT   | 1000-1-02-350302-11204 | \$ 23,650         |
| POLICE INVESTIGATIONS SELECTIVE ENFORCEMENT DISABILITY   | 1000-1-02-350302-11206 | \$ 300            |
| <br>                                                     |                        |                   |
| POLICE INVESTIGATIONS STRIKE FORCE WAGES                 | 1000-1-02-350303-11101 | \$ 21,200         |
| POLICE INVESTIGATIONS STRIKE FORCE WORKERS COMP          | 1000-1-02-350303-11201 | \$ 600            |
| POLICE INVESTIGATIONS STRIKE FORCE MEDICARE              | 1000-1-02-350303-11203 | \$ 300            |
| POLICE INVESTIGATIONS STRIKE FORCE RETIREMENT            | 1000-1-02-350303-11204 | \$ 10,300         |
| POLICE INVESTIGATIONS STRIKE FORCE DISABILITY            | 1000-1-02-350303-11206 | \$ 150            |
| <br>                                                     |                        |                   |
| POLICE INVESTIGATIONS SCHOOL RESOURCE OFFICER WAGES      | 1000-1-02-350304-11101 | \$ 23,800         |
| POLICE INVESTIGATIONS SCHOOL RESOURCE OFFICER COMP       | 1000-1-02-350304-11201 | \$ 700            |
| POLICE INVESTIGATIONS SCHOOL RESOURCE OFFICER MEDICARE   | 1000-1-02-350304-11203 | \$ 350            |
| POLICE INVESTIGATIONS SCHOOL RESOURCE OFFICER RETIREMENT | 1000-1-02-350304-11204 | \$ 11,500         |
| POLICE INVESTIGATIONS SCHOOL RESOURCE OFFICER DISABILITY | 1000-1-02-350304-11206 | \$ 150            |
| <br>                                                     |                        |                   |
| <b>SUB TOTAL GENERAL FUND</b>                            |                        | <b>\$ 475,000</b> |
| <br>                                                     |                        |                   |
| <b>TOTAL APPROPRIATIONS</b>                              |                        | <b>\$ 475,000</b> |

OGDEN CITY  
 BUDGET OPENING - FY 2016 POLICE WAGE & SALARY SCHEDULE CHANGES  
 APPROPRIATION DETAIL SCHEDULE

| <u>Item Title</u>          |                          | <u>Description</u>                                                             | <u>Amount</u> |
|----------------------------|--------------------------|--------------------------------------------------------------------------------|---------------|
| <b><u>GENERAL FUND</u></b> |                          |                                                                                |               |
| Police Department          | Various Payroll Accounts | Fund balance appropriation for use in police wage and salary schedule changes. | \$ 475,000    |
| SUB TOTAL GENERAL FUND     |                          |                                                                                | \$ 475,000    |
| TOTAL APPROPRIATIONS       |                          |                                                                                | \$ 475,000    |



# City Council Meeting COUNCIL STAFF REVIEW

## MID-YEAR FEE CHANGES – MARSHALL WHITE CENTER

### COUNCIL DETERMINATION:

- Set/not set a Public Hearing for December 8, 2015

### **Background**

The purpose of the work session is to discuss proposed mid-year fee changes for the Marshall White Center.

#### ***Marshall White Center (MWC)***

Based on Council feedback from the FY16 budget process, the Administration is proposing fee changes for the Marshall White Center. The fee changes are specific to pool-only access fees for the center.

A reorganization of entrance fees was proposed and approved during the budget process for fiscal year 2015-2016. The reorganization eliminated area-specific fees and changed the focus to facility-wide entrance fees. The proposed fee amendment would reintroduce area-specific fees for the pool only.

The new fee schedule proposed:

|                                                                  | <b>Proposed Fee</b> | Existing Facility-wide fee |
|------------------------------------------------------------------|---------------------|----------------------------|
| <b>Individual Pool Only Pass</b>                                 |                     |                            |
| One Month                                                        | -                   | \$20.00                    |
| Three Months                                                     | <b>\$30.00</b>      | \$50.00                    |
| Six Months                                                       | <b>\$55.00</b>      | \$95.00                    |
| Twelve Months                                                    | <b>\$95.00</b>      | \$180.00                   |
| <b>Family Pool Only Pass (up to four at same address)</b>        |                     |                            |
| One Month                                                        | -                   | \$40.00                    |
| Three Months                                                     | <b>\$60.00</b>      | \$110.00                   |
| Six Months                                                       | <b>\$110.00</b>     | \$205.00                   |
| Twelve Months                                                    | <b>\$205.00</b>     | \$350.00                   |
| <b>Additional Family members at the same address (Pool Only)</b> |                     |                            |
| One Month                                                        | -                   | \$5.00                     |
| Three Months                                                     | <b>\$10.00</b>      | \$15.00                    |
| Six Months                                                       | <b>\$10.00</b>      | \$25.00                    |
| Twelve Months                                                    | <b>\$10.00</b>      | \$45.00                    |



# City Council Meeting COUNCIL STAFF REVIEW

## ***Summary of Fiscal Impact***

Included in the Administration's transmittal is the fiscal analysis for the proposed fees. Because these changes are taking place mid-year, it is unclear how the proposal will impact the current FY16 budget. The fees will be reviewed over the next few months and adjustments will be made to the FY17 budget if needed.

## ***Attachments***

1. Transmittal
2. Ordinance 2015-51

RECEIVED

NOV 04 2015

OGDEN CITY  
COUNCIL OFFICE

**OGDEN CITY TRANSMITTAL**

Date: October 16, 2015  
To: Ogden City Council  
From: Lisa Stout, Comptroller  
RE: FY 2016 Proposed Mid-Year Fee Change

Staff Contact: Lisa Stout, Comptroller, ext. 8713  
Recommendation: Review & Adopt Ordinances  
Documents: Marshall White Center Information and Ordinance

**Executive Summary**

Attached is a requests for a fee change to be made effective January 1, 2016:

The Marshall White Center is proposing monthly passes and punch cards to be sold at the Center. The intent of the proposed passes and punch cards is to encourage regular use of the facility. The prices proposed are based on comparisons of surrounding area pools.

Attached is transmittal and ordinance for these fee changes. The transmittal includes the proposed fees, background information and fiscal impact.

**Background**

Each year, the City Council accepts fee increase or change recommendations' for proposed fee changes to be implemented January 1 of the next calendar year.

Council action is required.

**Recommendation**

Review and adopt proposals.

**Fiscal Impact**

A budget for Marshal White Center fees has been included in the adopted budget for fiscal year 2015-2016 in the amount of \$50,000, how this proposed change will affect that revenue is unknown at this time. Recreation is anticipating the impact will be minimal. These revenues will be receipted into the General Fund to help offset the operating expenses of the Marshal White Center.

## Marshall White Proposed Fee Schedule

### Executive Summary:

Council has asked Recreation to give a recommendation on swim only passes for the Marshall White Center.

### Membership Passes:

#### *Background:*

Ogden City Recreation is proposing monthly passes at the Marshall White Center priced to be comparable surrounding area pool fees.

The punch cards and membership passes serve as a block of daily passes purchased at one time and replace the daily fee for the date(s) used. Both of these are a savings to the patron. We will use the monthly passes and punch cards to promote regular use of the facility as we encourage a lifestyle of physical fitness.

#### *Membership Passes Cost Comparisons:*

| <b>Pool Only Passes</b>             | <b>3 Months</b> | <b>6 Months</b> | <b>1 Year</b> |
|-------------------------------------|-----------------|-----------------|---------------|
| Layton (Individual)                 | NA              | NA              | \$225         |
| Layton (Family of 5)                | NA              | NA              | \$375         |
| Ogden School District (Individual)  | \$35            | \$60            | \$100         |
| Ogden School District (Family of 4) | \$65            | \$115           | \$210         |
| <b>Proposed</b>                     | <b>3 Months</b> | <b>6 Months</b> | <b>1 Year</b> |
| MWC Individual (proposed)           | \$30            | \$55            | \$95          |
| MWC Family of 4 (proposed)          | \$60            | \$110           | \$205         |
| MWC Additional family members       | \$10            | \$10            | \$10          |

\*Clearfield and Roy do not offer yearly passes.

#### *Punch Cards Cost Comparisons:*

| <b>Punch Passes</b>                   | <b>Youth</b> | <b>Adult</b>    | <b>Senior</b>       |
|---------------------------------------|--------------|-----------------|---------------------|
| Clearfield (15 Visit Pass)            | \$13.50      | \$75            | \$41.95             |
| Roy (10 Visit Pass)                   | NA           | \$35 (Resident) | \$45 (Non-Resident) |
| Layton (20 Visit Pass)                | NA           | \$60            | \$50                |
| Ogden School District (10 Visit Pass) | NA           | \$25            | NA                  |
| Marshall White Center (20 Visit Pass) | NA           | \$30            | \$25                |

*Costs:*

**Fiscal Impact:**

The goal of the Marshall White Center is to provide safe place for children and to offer those children quality programs they may not otherwise have the opportunity to participate in. The center is not profit driven. It is a non-profit facility providing low cost activities for the local community. Any fees paid by patrons of the facility offset the costs of running the facility and upkeep.

**Financial Impact on Participants:**

Patrons have shown ability to afford surrounding area admission fees. With the proposed fees lower than all surrounding areas, zero financial strain is expected on participants.

**ORDINANCE NO. 2015-51**

**AN ORDINANCE OF OGDEN CITY, UTAH, AMENDING THE OGDEN MUNICIPAL CODE BY AMENDING SUBSECTION 4-6-1.B.9.b TO REVISE FEES FOR THE MARSHALL WHITE CENTER; AND BY PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.**

**The Council of Ogden City hereby ordains:**

**SECTION 1. Subsection amended. Subsection 4-6-1.B.9.b of the Ogden**

Municipal Code is hereby amended to read and provide as follows:

9. Marshall White Community Center:

|  |    |                                                                     |          |
|--|----|---------------------------------------------------------------------|----------|
|  | b. | MWC Programs/Activities:                                            |          |
|  |    | Youth Daily Pass (swim, weight room, and gym ages 5-17)             | \$2.00   |
|  |    | Youth Daily Gym Only (ages 5-17)                                    | Free     |
|  |    | Adult Daily Pass (swim, weight room and gym, ages 18 and older)     | 3.00     |
|  |    | Senior Daily Pass (swim, weight room and gym, ages 55 and older)    | 2.00     |
|  |    | Veterans Daily Pass (swim, weight room and gym)                     | Free     |
|  |    | Senior/Youth (ages 5-17) Monthly Pass (swim, weight room, and gym): |          |
|  |    | One month                                                           | \$18.00  |
|  |    | Three months                                                        | \$45.00  |
|  |    | Six months                                                          | \$75.00  |
|  |    | Twelve months                                                       | \$160.00 |
|  |    | Adult Monthly Pass (swim, weight room & gym ages 18 and over):      |          |
|  |    | One month                                                           | \$20.00  |
|  |    | Three months                                                        | \$50.00  |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                     |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Six months<br/>Twelve months</p> <p>Family Monthly Pass (swim, weight room and gym for up to six people at same address)</p> <p>One month<br/>Three Months<br/>Six months<br/>Twelve months</p> <p>Additional family members at same address (per person):</p> <p>One month<br/>Three Months<br/>Six months<br/>Twelve months</p>                                                                                                | <p>\$95.00<br/>\$180.00</p> <p>\$40.00<br/>\$110.00<br/>\$205.00<br/>\$350.00</p> <p>\$5.00<br/>\$15.00<br/>\$25.00<br/>\$45.00</p> |
|  | 20 Punch Card                                                                                                                                                                                                                                                                                                                                                                                                                       | \$30.00                                                                                                                             |
|  | 20 Punch Card (senior/youth)                                                                                                                                                                                                                                                                                                                                                                                                        | \$25.00                                                                                                                             |
|  | <p><u>Individual Pool Only Pass</u></p> <p><u>Three month</u><br/><u>Six months</u><br/><u>Twelve months</u></p> <p><u>Family Pool Only Pass (up to four people at same address)</u></p> <p><u>Three month</u><br/><u>Six months</u><br/><u>Twelve months</u></p> <p><u>Additional family members at same address for Pool Only Pass (per person):</u></p> <p><u>Three month</u><br/><u>Six months</u><br/><u>Twelve months</u></p> | <p>\$30.00<br/>\$55.00<br/>\$95.00</p> <p>\$60.00<br/>\$110.00<br/>\$205.00</p> <p>\$10.00<br/>\$10.00<br/>\$10.00</p>              |

|  |  |                            |                                                                          |
|--|--|----------------------------|--------------------------------------------------------------------------|
|  |  |                            |                                                                          |
|  |  | Swim lessons, per session  | 30 .00                                                                   |
|  |  | Private swim lessons       | \$15.00 per 30 minute lesson                                             |
|  |  | Kayak Polo                 | \$5.00 per individual per session<br>\$75 annual pass (non-transferable) |
|  |  | USTA junior tennis program | 4 .00                                                                    |
|  |  |                            |                                                                          |
|  |  | Tennis instruction:        |                                                                          |
|  |  | 13 years and older         | 20 .00                                                                   |
|  |  | Ages 7 - 12                | 15 .00                                                                   |
|  |  | 6 years and younger        | 10 .00                                                                   |

**SECTION 2. Effective date.** This ordinance shall be effective immediately upon posting after final passage.

**PASSED, ADOPTED AND ORDERED POSTED** by the Council of Ogden City, Utah this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CHAIR

ATTEST:





# City Council Meeting COUNCIL STAFF REVIEW

## **FY2016 BUDGET AMENDMENT (\$258,325)**

- *Recognize and Appropriate Proceeds from Sale of Property at 25<sup>th</sup> and Adams (\$248,000)*
- *Recognize and Appropriate Proceeds from Victim of Crime Act (VOCA) Grant (\$10,325)*
- *Transfer Funds within the Capital Improvement Project (CIP) Fund (\$33,350)*

**DETERMINATION:**                      **Set or Not Set Public Hearing for December 8, 2015**

---

### *Executive*

#### *Summary*

The Council will consider setting a public hearing on a proposed Ordinance amending the FY2016 Budget to recognize and appropriate proceeds from a property sale and a state Victims of Crime Act (VOCA) grant. The proposed amendment also transfers funds within the CIP Fund.

#### *Background*

During the fiscal year, the Council entertains requests for budget adjustments to allow for the following:

1. Entering grant or other special purpose revenues into the budget prior to expenditure.
2. Making mid-course corrections to avoid budget overruns.
3. Forwarding encumbrances from the previous fiscal year.
4. Other items dealing with special circumstances or opportunities.

The Uniform Fiscal Procedures Act for Utah Cities requires that a public hearing be held on all budget adjustments where the budget of one or more funds is increased. (Utah Code Ann. §10-6-127.) Notice of the public hearing must be given seven (7) days prior to the hearing. (Utah Code Ann. §10-6-113.)

#### **October 27, 2015**

The Administration transmitted a request to amend the FY2016 Budget to recognize and appropriate proceeds from a property sale and a state



# City Council Meeting COUNCIL STAFF REVIEW

Victims of Crime Act (VOCA) grant. The proposed amendment also transfers funds within the CIP Fund.

## *Proposal*

The Administration is requesting that the Council amend the FY2016 Budget by recognizing \$248,000 in proceeds from the sale of City property located at 25<sup>th</sup> and Adams. The property was sold for a low to moderate income housing project. The Administration is proposing that these funds be transferred to the RDA to facilitate the purchase of property at 550 24<sup>th</sup> Street.

The amendment also recognizes \$10,325 in proceeds from a state Victims of Crime Act grant. These funds will be used in the City Prosecutor's office to cover the cost of a part time clerk who serves as the City's Victim Coordinator.

Finally, the amendment proposes transferring \$33,350 within the Capital Improvement Project (CIP) Fund from Critical Contingency to General Facilities Improvements. These funds will be used to upgrade the electrical system at the Golden Hours Center.

---

**Council Staff Contact: Janene Eller-Smith, (801)629-8165**

## OGDEN CITY TRANSMITTAL

RECEIVED

OCT 27 2015

OGDEN CITY  
COUNCIL OFFICE

Date: October 22, 2015  
To: Ogden City Council  
From: Lisa Stout, Comptroller  
RE: Budget Opening – FY 2016

Staff Contact: Lisa Stout, Comptroller, ext. 8713   
Recommendation: Set public hearing and adopt ordinance  
Documents:

- Ordinance
- Schedule A (Revenue)
- Revenue Detail Schedule
- Schedule B (Appropriations)
- Appropriation Detail Schedule

### Executive Summary

This proposed action is to recognize the appropriations of new revenue or expected activities by Ogden City.

The City received proceeds from the sale of a vacant lot at 25<sup>th</sup> and Adams. The City would like to appropriate the sales proceeds as a transfer to the RDA Housing Fund. The intended use of the City owned lot was for a housing project. The intent of the proposed transfer is to reinvest the proceeds of \$248,000 in a RDA qualified housing program Community Development is calling 550 24<sup>th</sup> Street Development.

The City is proposing a use of Critical Contingency funding in the amount of \$33,350 to be transferred to General Facilities Improvements CIP account. These funds will be used by Facilities at the Golden Hours Center for an electrical upgrade at that facility. The current electrical panel at the Center does not fully support the electrical load placed on it. This use of funds will leave the Critical Project Contingency with a budgeted balance of \$15,715.

The final appropriation included is to recognize the Victim of Crime Act (VOCA) grant awarded to the City by the State of Utah for \$10,325. These funds will be used in the City Prosecutors office to cover costs associated with a part time clerk's payroll, travel, training and supplies for the current fiscal year. This clerk acts as a Victim Coordinator to better serve the victims of crime in the Ogden City area as cases proceed through the Justice Court. This is a grant the City has received in prior years.

### Background

Council action is required to appropriate.

### Proposal

Review and adopt ordinance.

### Fiscal Impact

An increase to the City Budget of \$258,325.

ORDINANCE NO. 2015- 56

AN ORDINANCE OF OGDEN CITY AMENDING THE BUDGET FOR THE FISCAL YEAR JULY 1, 2015 TO JUNE 30, 2016 BY INCREASING THE ANTICIPATED REVENUES FOR A GROSS INCREASE OF \$258,325 FROM SOURCES AS DETAILED IN THE BODY OF THIS ORDINANCE; AND INCREASING THE APPROPRIATIONS FOR A GROSS INCREASE OF \$258,325 AS DETAILED IN THE BODY OF THIS ORDINANCE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.

WHEREAS, after due consideration, the Council of Ogden City has approved the proposed modifications as described herein.

**The Council of Ogden City hereby ordains:**

**SECTION 1.** Anticipated revenues, transfers and adjustments for the 2015-2016 budget altered, increased and decreased. The anticipated revenues, transfers and adjustments for the various funds of the 2015-2016 budget are hereby changed as hereinafter set forth, with net adjustments of \$258,325, as detailed in Schedule "A", which is attached hereto and made a part by reference.

**SECTION 2.** Appropriations from the 2015-2016 budget altered, increased and decreased. The appropriations for various funds of the 2015-2016 budget are herein altered, increased and decreased by net adjustments of \$258,325, as follows:

Appropriations increased since June 30, 2015 as detailed in Schedule "B", which is attached hereto and made a part hereof by reference.

**SECTION 3.** Effective date. This ordinance shall become effective immediately upon posting after final passage.

**PASSED, ADOPTED AND ORDERED POSTED** by the Council of Ogden City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
Tracy Hansen, City Recorder

Transmitted to the Mayor on \_\_\_\_\_

Mayor's Action: \_\_\_\_ Approved \_\_\_\_ Vetoed

\_\_\_\_\_  
Michael P. Caldwell, Mayor

ATTEST:

\_\_\_\_\_  
Tracy Hansen, City Recorder

Posting Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Approved as to Form: mas 10/22/15  
Legal Date

**OGDEN CITY**  
**BUDGET OPENING - FY 2016 TRANSFER OF PROPERTY AND USE OF CRITICAL CONTINGENCY FUNDING**  
**REVENUE SCHEDULE**  
**SCHEDULE "A"**

| <u>Account Title</u>                | <u>Account Number</u> | <u>Amount</u>         |
|-------------------------------------|-----------------------|-----------------------|
| <b><u>GENERAL FUND</u></b>          |                       |                       |
| SALE OF LAND                        | 1000-1-71003          | \$ 248,000            |
| SUB TOTAL GENERAL FUND              |                       | \$ 248,000            |
| <b><u>MISCELLANEOUS GRANTS</u></b>  |                       |                       |
| VOCA GRANT REVENUE                  | 7120-1-34007          | \$ 10,325             |
| SUB TOTAL MISCELLANEOUS GRANTS FUND |                       | \$ 10,325             |
| <br><b>TOTAL REVENUE BUDGET</b>     |                       | <br><b>\$ 258,325</b> |

**OGDEN CITY**  
**BUDGET OPENING - FY 2016 TRANSFER OF PROPERTY AND USE OF CRITICAL CONTINGENCY FUNDING**  
**REVENUE DETAIL SCHEDULE**

| <u>Item Title</u>                          | <u>Description</u>                                     | <u>Amount</u>     |
|--------------------------------------------|--------------------------------------------------------|-------------------|
| <b><u>GENERAL FUND</u></b>                 |                                                        |                   |
| SALE OF LAND                               | Proceeds from the Sale of Vacant Land, 25th and Adams. | \$ 248,000        |
| <b>SUB TOTAL GENERAL FUND</b>              |                                                        | <b>\$ 248,000</b> |
| <b><u>MISCELLANEOUS GRANTS</u></b>         |                                                        |                   |
| VOCA GRANT REVENUE                         | VICTIMS OF CRIME GRANT THROUGH THE STATE OF UTAH.      | \$ 10,325         |
| <b>SUB TOTAL MISCELLANEOUS GRANTS FUND</b> |                                                        | <b>\$ 10,325</b>  |
| <b>TOTAL REVENUE BUDGET</b>                |                                                        | <b>\$ 258,325</b> |

OGDEN CITY  
 BUDGET OPENING - FY 2016 TRANSFER OF PROPERTY AND USE OF CRITICAL CONTINGENCY FUNDING  
 APPROPRIATION SCHEDULE  
 SCHEDULE "B"

| <u>Account Title</u>                       | <u>Account Number</u>  | <u>CIP #</u> | <u>Amount</u>     |
|--------------------------------------------|------------------------|--------------|-------------------|
| <b><u>GENERAL FUND</u></b>                 |                        |              |                   |
| TRANSFER TO THE RDA                        | 1000-1-09-300200-52001 |              | \$ 248,000        |
| <b>SUB TOTAL GENERAL FUND</b>              |                        |              | <b>\$ 248,000</b> |
| <b><u>CIP FUND</u></b>                     |                        |              |                   |
| CIP CRITICAL PROJECT CONTINGENCY           | 4100-1-01-300300-14415 |              | \$ (33,350)       |
| GENERAL FACILITIES IMPROVEMENT             | 4100-1-01-300100-32008 |              | \$ 33,350         |
| <b>SUB TOTAL CIP FUND</b>                  |                        |              | <b>\$ -</b>       |
| <b><u>MISCELLANEOUS GRANTS</u></b>         |                        |              |                   |
| GRANT PROJECT EXPENSES                     | 7120-1-01-250100-14411 |              | \$ 10,325         |
| <b>SUB TOTAL MISCELLANEOUS GRANTS FUND</b> |                        |              | <b>\$ 10,325</b>  |
| <b>TOTAL APPROPRIATIONS</b>                |                        |              | <b>\$ 258,325</b> |

**OGDEN CITY**  
**BUDGET OPENING - FY 2016 TRANSFER OF PROPERTY AND USE OF CRITICAL CONTINGENCY FUNDING**  
**APPROPRIATION DETAIL SCHEDULE**

| <u>Item Title</u>                          | <u>Description</u>               | <u>Amount</u>                                                                                                                                                       |
|--------------------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>GENERAL FUND</u></b>                 |                                  |                                                                                                                                                                     |
| Public Services                            | TRANSFER TO THE RDA              | Proceeds from the Sale of Vacant Land, 25th and Adams. Sales proceeds are being transferred to the RDA for use in an RDA project.                                   |
|                                            |                                  | \$ 248,000                                                                                                                                                          |
| <b>SUB TOTAL GENERAL FUND</b>              |                                  | <b>\$ 248,000</b>                                                                                                                                                   |
| <b><u>CIP FUND</u></b>                     |                                  |                                                                                                                                                                     |
| Non-Departmental                           | CIP CRITICAL PROJECT CONTINGENCY | Transfer of CIP critical contingency funds to General Facilities for an electrical upgrade at the Golden Hours Center.                                              |
|                                            |                                  | \$ (33,350)                                                                                                                                                         |
| Non-Departmental                           | GENERAL FACILITIES IMPROVEMENT   | Golden Hours Electrical Service Upgrade. Service from the outside of the building needs an updated electrical panel to support the load to meet current electrical. |
|                                            |                                  | \$ 33,350                                                                                                                                                           |
| <b>SUB TOTAL CIP FUND</b>                  |                                  | <b>\$ -</b>                                                                                                                                                         |
| <b><u>MISCELLANEOUS GRANTS</u></b>         |                                  |                                                                                                                                                                     |
| Attorney                                   | GRANT PROJECT EXPENSES           | VICTIMS OF CRIME GRANT THROUGH THE STATE OF UTAH. Will be used to help cover personnel, equipment, travel, training and supplies in the prosecutors office.         |
|                                            |                                  | \$ 10,325                                                                                                                                                           |
| <b>SUB TOTAL MISCELLANEOUS GRANTS FUND</b> |                                  | <b>\$ 10,325</b>                                                                                                                                                    |
| <b>TOTAL APPROPRIATIONS</b>                |                                  | <b>\$ 258,325</b>                                                                                                                                                   |



# City Council Meeting COUNCIL STAFF REVIEW

## **AMENDMENT TO EXPAND THE RESIDENTIAL INFILL ORDINANCE TO R-1-5 AND R-1-6 ZONES OUTSIDE OF THE EAST CENTRAL COMMUNITY**

### **COUNCIL DETERMINATION:**

- **Approve/not approve ordinance amendment**

### **PLANNING COMMISSION**

**RECOMMENDATION: Approval of the amendment (6-0)**

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### ***Executive Summary***

The proposed amendment expands the City's residential infill ordinance to areas zoned R-1-5 and R-1-6 outside the East Central community area. The residential infill ordinance was written to allow flexibility to encourage infill development of inner block parcels throughout the historically large 10 acre blocks in the East Central community area. The proposal would expand the applicability of the ordinance to other parts of the City.

### ***Background***

The petitioners, Rhonda Bachman and Carl Oldham, are looking to develop an infill project near Chester Street (850 North) and Washington Boulevard. The area is zoned R-1-6 but is not within the East Central area specified in the residential infill ordinance. The petitioners are proposing that the ordinance be expanded to include R-1-5 and R-1-6 areas throughout the City.

The residential infill housing ordinance was developed to provide guidelines that would allow some flexibility when trying to develop inner block areas in the East Central area. The ordinance allows some narrowing of streets and allows for smaller setbacks in some cases. Any proposed development that takes place under this ordinance must be reviewed closely and may be approved only if it meets the requirements of the ordinance. The ordinance was written originally for the East Central area which consists mainly of large 10 acre blocks. Blocks this size tend to have areas within the block that are underutilized and not always maintained. Although the ordinance was written with the East Central area in mind, inner blocks throughout the City remain underutilized due to the same conditions that exist in the East Central area.



**OGDEN CITY COUNCIL TRANSMITTAL**

**DATE:** October 8, 2015  
**TO:** Ogden City Council  
**THRU:** Mark Johnson, CAO  
**FROM:** Tom Christopoulos, CED Director  
**RE:** Petition # 2015-11 to expand the Infill Ordinance to the R-1-5 and R-1-6 zones in Ogden City  
**STAFF CONTACT:** Greg Montgomery, Planning Manager  
**REQUESTED TIMELINE:** November 3, 2015

**RECEIVED**

OCT 20 2015

OGDEN CITY  
COUNCIL OFFICE

**RECOMMENDATION:** Approval of the proposed ordinance amendment

**DOCUMENTS:** Ordinance, Staff report

**DISCUSSION**

Throughout Ogden City there are remnant parcels of land that are difficult and or impossible to develop in accordance with the existing residential zoning laws. The applicants Ms. Rhonda Bachman and Mr. Carl Oldham are trying to develop an ill-configured parcel near Chester and Washington Blvd. With its current configuration, it is undevelopable. However, the current Residential Infill provisions as found in chapter 11 of the Zoning Ordinance (15-11) would facilitate the development so long as they can meet the standards and findings required for approval as a conditional use permit. Under the current code the "Infill" provisions can only be utilized in the R-2EC and R-3EC zones in the East Central neighborhood. Staff suggested that the applicants try to expand the use of the Residential Infill ordinance into the R-1-5 and R-1-6 zones as well. This would make other properties easier to develop under the criteria of the infill provisions as well. Staff supported this effort and in fact helped the applicant with the application process.

Staff explained, the Infill provisions allow for up to 25% reduction of lot size, lot width, and building setbacks. If applied and the Planning Commission can find that the project is of superior design and character, the development could proceed under a conditional use permit, thus opening up the properties in the R-1-5 and R-1-6 zones that until this time have been undevelopable.

The Commission discussed the ramifications of the ordinance amendment. They acknowledged there are difficult parcels though out Ogden City and not just inside the East Central Zone. The Commission also suggested simplified language for the conditional use portion (15-15-3).

**PLANNING COMMISSION ACTION**

The Planning Commission reviewed this item on October 7, 2015 and a motion was made and seconded to recommend approval of the ordinance amendment as presented by staff. Their decision was based upon the finding that this ordinance amendment is consistent with the General Plan in creating additional options for development and it will not adversely affect the Zoning Ordinance.

| PLANNING COMMISSIONERS VOTE | <u>Yes</u> | <u>No</u> |
|-----------------------------|------------|-----------|
| Blaisdell.....              | X          |           |
| Holman.....                 | X          |           |
| Orton.....                  | X          |           |
| Schade .....                | X          |           |
| Herman.....                 | X          |           |
| Patterson.....              | X          |           |

**CONCERNS OF CITIZENS**

None

**STAFF RECOMENDATION**

Approval of the proposed ordinance amendment

ORDINANCE NO. 2015-52

**AN ORDINANCE OF OGDEN CITY, UTAH, AMENDING THE OGDEN MUNICIPAL CODE BY AMENDING SECTIONS 15-11-1 AND 15-15-3 TO ALLOW EMPLOYMENT OF THE INFILL PROVISIONS IN THE EAST CENTRAL COMMUNITY AND R-1-6 ZONES THROUGHOUT THE CITY; AND BY PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.**

**The Council of Ogden City hereby ordains:**

**SECTION 1. Section amended.** Section 15-11-1 of the Ogden Municipal Code is hereby amended to read and provide as follows:

**15-11-1: [PURPOSE AND INTENT:]**

The physical layout of the East Central Community and the R-1-6 zones in the city reflect[s] the typical patterns of early Utah cities. The typical ten (10) acre blocks were divided into one acre parcels and designed to accommodate food production. Subsequently, these lots have been divided and redivided leaving an assortment of lots which have been by-passed by earlier development because of the lack of adequate access or other physical constraints. This has resulted in vacant and under-utilized lots in the center of many blocks, some of which are not developable under the existing development regulations. Some of these vacant inner blocks have become a detriment to the surrounding neighborhoods because of the growth of weeds, the collection of trash and by providing access for criminal activity. For these reasons, the purpose of this Chapter is to encourage well designed residential development by recognizing the need to ease the constraints discouraging such development of vacant inner blocks [~~in the East Central Community~~]. This Chapter is intended to help preserve the low intensity residential character of the neighborhood and provide additional housing options.

**SECTION 2. Section amended.** Section 15-15-3 of the Ogden Municipal Code is hereby amended to read and provide as follows:

**15-15-3: [CONDITIONAL USES:]**

The following uses shall be permitted only when authorized by a conditional use permit as provided in chapter 7 of this title:

Planned residential unit development (PRUD), in accordance with chapter 8 of this title.

Private park, playground, or recreation area, but not including privately owned commercial amusement business.

Privately operated concession or amusement business in a public park.

Public school bus terminal, subject to the following standards:

- A. School buses are owned and operated by the school district;
- B. Facility is located in conjunction with school administrative offices; and
- C. Accessory maintenance and fuel operations must be specifically applied for and approved.

Public utility substation or water storage reservoir developed by a public agency.

Residential infill development in the R-1-5 and R-1-6 zones, in accordance with chapter 11 of this title.

**SECTION 3. Effective date.** This ordinance shall be effective immediately upon posting after final passage.

**PASSED, ADOPTED AND ORDERED POSTED** by the Council of Ogden City,  
Utah this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CHAIR

**ATTEST:**

\_\_\_\_\_  
CITY RECORDER

**TRANSMITTED TO THE MAYOR ON:** \_\_\_\_\_

**MAYOR'S ACTION:**  Approved  Vetoed

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY RECORDER

**POSTING DATE:** \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_

**APPROVED AS TO FORM:**

*MMH* 10/15/15  
Legal Date

- \* The headings, catchlines or catchwords suggested for use in the Ogden Municipal Code and which are bracketed at the beginning of sections or subsections, shall not be considered to be a part of the ordinance adopted herein.



Report by John Mayer

**Agenda Name:** **Public Hearing** petition #2015-11 to amend 15-11-1 and 15-15-3 to allow employment of the Infill provisions in the other residential zones throughout the city.

**Petitioner/ Developer:** Ms. Rhonda Bachman and Mr. Carl Oldham  
512 E. 4500 S.  
Murray, UT 84107

**Petitioner/ Developer's requested action:** Approval is requested to amend the following: 15-11-1 Purpose and Intent and 15-15-3 Conditional Uses, to allow infill ordinance to be allowed for use outside the east central area.

**15-11-1: PURPOSE AND INTENT:**

The physical layout of the older portions of the city such as the East Central Community and the R-1-5 and R-1-6 zones in the city reflect the typical patterns of early Utah cities. The typical ten (10) acre blocks were divided into one acre parcels and designed to accommodate food production. Subsequently, these lots have been divided and redivided leaving an assortment of lots which have been by-passed by earlier development because of the lack of adequate access or other physical constraints. This has resulted in vacant and under-utilized lots in the center of many blocks, some of which are not developable under the existing development regulations. Some of these vacant inner blocks have become a detriment to the surrounding neighborhoods because of the growth of weeds, the collection of trash and by providing access for criminal activity. For these reasons, the purpose of this Chapter is to encourage well designed residential development by recognizing the need to ease the constraints discouraging such development of vacant inner blocks in older portions of the residential zones of the city. This Chapter is intended to help preserve the low intensity residential character of the neighborhood and provide additional housing options. (Ord. 91-25, 7-25-1991)

**15-15-3: CONDITIONAL USES:**

The following uses shall be permitted only when authorized by a conditional use permit as provided in Chapter 7 of this Title:

Planned residential unit development (PRUD), in accordance with Chapter 8 of this Title.

Private park, playground, or recreation area, but not including privately owned commercial amusement business.

Privately operated concession or amusement business in a public park.

Public school bus terminal, subject to the following standards:

A. School buses are owned and operated by the school district;

B. Facility is located in conjunction with school administrative offices; and

C. Accessory maintenance and fuel operations must be specifically applied for and approved.

Public utility substation or water storage reservoir developed by a public agency.

A residential infill development in the following zones: R-2EC, R-3EC, R-1-5 and R-1-6

Planning Staff's Recommended Action

Approval of the proposed amendments to 15-11-1 and 15-15-3 to allow consideration of infill regulations beyond the R-2EC and R-3EC.

### Planning Commission's determination for action

1. Amending the language to 15-11-1 is/ *is not* consistent with the General Plan
2. Amending the language to 15-15-3 is/ *is not* consistent with the purpose of the R-1-6 Zone.

### Description of request

The applicants desire to amend the Ogden City Development Code to expand utilization of the Infill Ordinance (Title 15, chapter 11) into the R-1-6 zones in Ogden City. Currently the utilization of this portion of the Development Code (Title 15) is limited to the East Central Community. 15-11-1 PURPOSE AND INTENT of this chapter states: "...the purpose of this chapter is to encourage well designed residential development by recognizing the need to ease the constraints discouraging such development of vacant inner blocks in the East Central Community". However, there are parcels which are outside the East Central Community, specifically in the existing R-1-6 zones that are afflicted by under development and need thoughtful, well planned options for single family housing. Simply stated, the applicant would like to make this methodology of reduced lot width, lot size, and reduced yard setbacks as a more universal option in other parts of Ogden City that have vacant inner blocks. Staff feels that this option would open up these additional parts of the city for development. This change would require the additional language be added to the conditional use portion of the Development Code for the single family residential chapters.

There was discussion of the option being allowed in all residential zones. Staff felt that the lower density single family homes were already built-out to their desired density. Plus the non-grid pattern of streets in these areas further hampers infill capabilities. In a similar vein, the multi-family zones (outside the East Central) have achieved a density that is both functional and desirable with the public. There is also not the abundance of underdeveloped residential properties in the multi-family zones. It should be noted that at this time the R-1-5 Zone is inside the East Central Community, but does not allow Infill as a conditional use.

### What Planning Commission reviews

The Commission is required to review any change to the zoning code and hold a public hearing when a change to the code is proposed. This is a legislative action and the main area of focus is the promotion of achieving the goals of the general plan and maintaining general public health, safety, and welfare. Review includes the potential impacts to all portions of the city this code amendment may affect.

Upon review by the Planning Commission this item along with the Planning Commission recommendation will be sent along to the City Council for their review, public hearing, deliberation and final action.

## Factors for consideration of action

### 1. Consistency with General Plan

The Planning Commission should first consider the general plan goals, objectives and strategies that are identified in the General and Community Plans that pertain to this application.

- 7.D.4 Facilitate residential infill, redevelopment and rehabilitation – in some areas at higher density.** It is hoped that with this expansion of the Residential Infill chapter of the Development Code into R-1-6 areas outside the East Central Neighborhood, there will be additional density opportunities for the housing market that is still governed by review by the Planning Commission 15-11-5.B.2(b).
- 7.D.5 Work in cooperation with the private sector to expand the variety of housing types to meet the needs of a diverse community.** The strategy 7.D.5A speaks to “encouraging and supporting development of various housing types and identifying the areas where these types might be appropriate. Staff is working with the applicant to open up an area that without these incentives and relaxation of constraints will not be able to develop
- 7.D.8 Identify opportunities for inclusion of 4,700 new dwelling units in Ogden to accommodate continued population growth.** The strategy 7.D.8.A speaks to evaluating opportunities and techniques for higher densities along major transportation corridors to facilitate the development of housing units including the utilization of shared green areas and minimizing parking where there is easy access to public transit. There are numerous portions of Ogden outside of the East Central Community that have vast portions of the inner block that are undeveloped. This change to the code would facilitate the development of these portions of the block.

### 2. Implications to the Zoning Ordinance

The Planning Commission will also need to consider the implications of the Zoning Code (Title 15 of the Municipal Code) and how it pertains to the application.

#### 1. 15-15-3 Single Family Residential Zones

This application and ultimately its approval would set the stage for submittal of a site plan and subdivision plat just east of Washington Blvd. and south of Chester Avenue in Ogden City. It has been determined that it is impossible to meet the standards of a



**OGDEN CITY PLANNING COMMISSION**  
**October 7, 2015 AGENDA ITEM-**

traditional single family development and subdivision with the current requirements for lot size, lot width, setbacks and access ways. There are many il-configured parcels and lots in many portions of the city that are actually a barrier to any development. Some need just a slight relaxation of the code to realize their development. For that reason this change would be incorporated into the conditional use section of the residential portion of the development code.

**2. 15-7-4 Basis For Issuance of Conditional Use Permits**

Infill projects would continue to be subject to the review of the Planning Commission. In addition to the finding that the project is of "exceptional quality and design", they would still need to be filtered through the standard findings for a Conditional Use Permit. Staff feels this ensures the negative impacts by such a project will be adequately addressed.

**3. 15-4-5 Development Plan Review Process**

Landscaping, screening and internal traffic considerations will continue to be part of the review process. This is outlined in chapter 4 of the Development Plan Review Process.

As our population grows, we will need to be more efficient in the use of our natural resources. Ogden City is largely built-out in the traditional development method. Ogden must literally look inward to the vacant and underutilized parcels of land that occupy the interior of the city blocks. Expanding the scope of the Residential Infill Ordinance would take advantage of those tracts of land that are located in the interior of the city as well as the interior of the city blocks.

## Attachments

1. Applicant's petition to amend zoning code.



Petition to Amend Ogden City's Zoning, Sign or Subdivision Ordinance

Ogden City Development Services  
2549 Washington Blvd, Suite 240  
Ogden, Utah 84401  
(801) 629-8930

Please print legibly and complete all areas:

The following checklist will assist you with your petition to change the existing language in the Ogden City Zoning, Sign or Subdivision ordinance.

**Petition Checklist**

- Review this application with a Planner prior to filing in the City Recorder's office. Planner is to accompany petitioner when filing.
- In the space provided below, explain what portion of the ordinance you want to change and why the change would be in the best interest of the general public. Attach another sheet, if necessary.
- Include suggestions of how the regulations or requirement *should* read, if amended.
- Attach any documentation showing that other cities have similar requirements.
- Pay the \$600 filing fee in the City Recorder's office and submit this petition at the same time.

**Petitioner Contact Information**

Name: Ms. Rhonda Bachman + Mr. Carl Oldham

Address: 512 E. 4300 S. City: Murray State: UT.

Zip: 84407 Phone: 801-641-0826 E-mail: rhonda.bachman@gmail.com

**Petition to amend the Zoning, Sign or Subdivision Ordinance** (please circle one)

I (we) the undersigned do respectfully request that the Ogden City Zoning ~~Sign~~ ~~Subdivision~~ Ordinance be amended by changing or eliminating 15-11-1 + 15-15-3 (circle one)  
(Ordinance reference)

Please amend the ordinance as follows: 15-11-1 layout of the E. Centr and R-1-6 zones  
15-11-1 Vacant inner blocks in the East Central and R-1-6 zones  
15-15-3 CONDITIONAL USES

F. An infill development in the East Central Comm. + R-1-6 zones  
This change is in the best interest of the general public because: it makes use of otherwise undeveloped/underdeveloped property that otherwise would be an attraction for undesirables + their associated behaviors

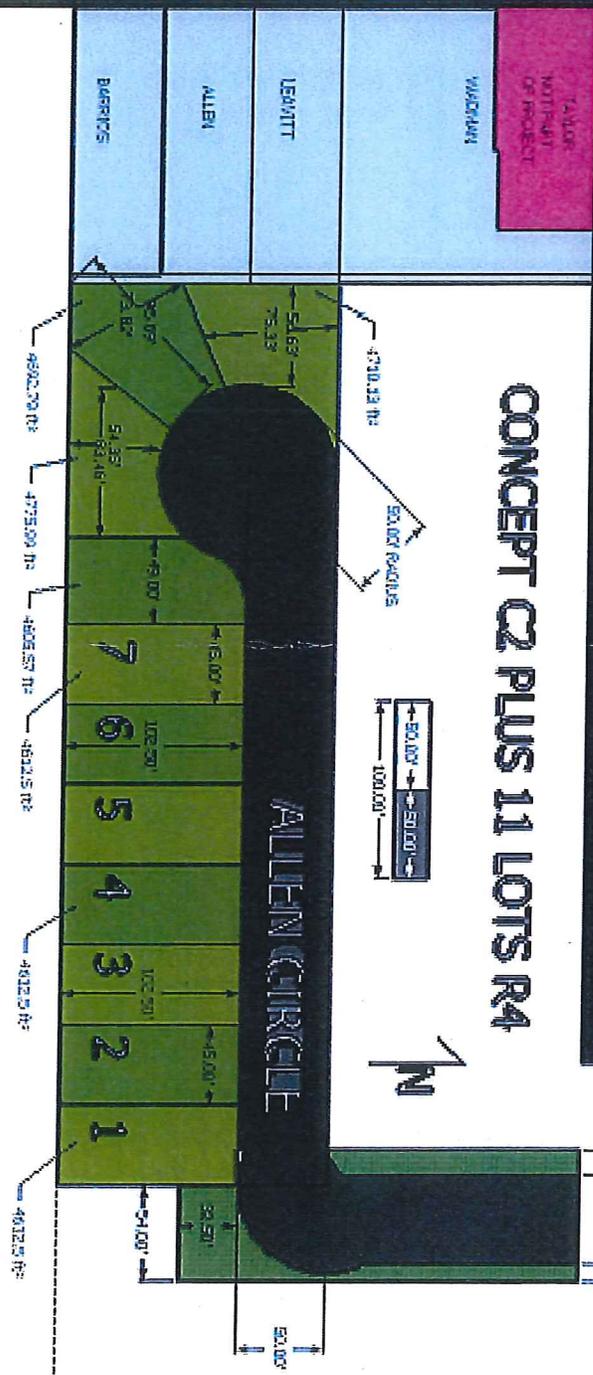
Petitioner's signature(s): [Signature] Date: 9/2/2015  
Rhonda Bachman

Petition number: 2015-11  
Filed in the office of the City Recorder  
By: Rhonda Bachman | Carl Oldham  
Date: 9/9/15  
Fee: 600.00 Check # 1446

WASHINGTON

CHESTER

# CONCEPT C2 PLUS 11 LOTS R4



LOTS 1 THRU 7 ARE IDENTICAL 45' x 100.5'

CONCEPT C2 PLUS 11 LOTS R4



# City Council Meeting COUNCIL STAFF REVIEW

## AMENDMENT TO THE EAST CENTRAL COMMUNITY PLAN TO ALLOW ADDITIONAL PARKING AT LESTER PARK

### COUNCIL DETERMINATION:

- Approve/not approve amendment

### PLANNING COMMISSION

RECOMMENDATION: Approval of the amendment (3-2)

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### *Executive Summary*

The proposed amendment is specific to the East Central Community Plan but is encompassed within a larger discussion of changes to Lester Park and to the Weber County Main Library. The proposed amendment would allow twenty additional parking spaces to be added to Lester Park. Changes to the library and to the park itself are ongoing and will continue beyond the Council's review and consideration of this community plan amendment. Representatives from the City, County, library board, and the neighborhood have provided comment on the proposed amendment specifically as well as the potential changes to the park generally.

### *Background*

In 2013, Weber County voters approved a bond for Weber County Library System improvements. This included new library facilities as well as a remodeling of some key existing facilities. Among those existing facilities was the main library at Lester Park. The City has been working with the County and the library board to agree to changes to the library grounds and to the parking that serves the library and the park. Since the park property belongs to the City and the library sits on City property, the County must work with the City if changes to the library grounds or the parking are proposed.

The City and the library board have continued to work over the last several years to develop a plan for the library and for Lester Park. In July of 2015, a proposal to amend the East Central Community Plan to create additional parking was proposed. When the Planning Commission reviewed the proposal, it was felt that the proposal was not consistent with the intent of the plan and was not an acceptable proposal. The Planning Commission recommended denial of the proposal at that time. Since that time, the City and the library board have worked to incorporate changes to the library grounds that would better tie the park and the library together while still providing the library with the additional parking the board feel is needed.



# City Council Meeting COUNCIL STAFF REVIEW

As a result of the collaboration with the City and the library board, an amended plan has been developed which incorporates changes proposed by the City. Because the proposal has changed, the Planning Commission has reviewed the proposal again and has provided an updated recommendation to the Council.

*November 10, 2015*

The proposed amendment was reviewed at the Council's work session on November 10, 2015. There were no changes proposed during that meeting. Notice was given for the Council's November 24, 2015 meeting consistent with the notice given for the public hearing held by the Planning Commission. This included the standard notification as well as a mailing to approximately 1,000 residents in close proximity to the park.

***Current Proposal*** The current proposal is to amend the East Central Community Plan to allow additional parking at Lester Park. The amendment also includes language requiring that any proposed additional parking also be accompanied by improvements to the park that would create a holistic design for the park and that would provide connections and amenities for all park users.

The proposed amendment is specific to one vision strategy in the plan, but is tied to the larger issue of updating and revamping Lester Park. The City has a desire to upgrade the park and the amenities provided there. The City would like to make the changes in conjunction with the library upgrades and would like to ensure that all changes to the park and library are cohesive and that the upgrades are to the benefit of park users, library patrons, and the neighborhood as a whole.

## ***Planning Commission***

The proposal was reviewed by the Planning Commission at the October 7, 2015 meeting and the Commission provided a recommendation of approval with a vote of 3-2. The Commission made its recommendation with the finding that amendment will serve the needs of the multiple users of the park, that there are not other alternatives that can meet the needs of the users without a plan amendment, and that revising the community plan will provide means for the general park enhancements. Two Commissioners voted against the recommendation. Commissioner Patterson did so with the feeling that the citizens were involved with the development of the plan and that there was no reason to go against what had been included in the plan. Commissioner Schade voted against the recommendation with the feeling that there was no need to expand parking as other alternatives exist.



**OGDEN CITY COUNCIL TRANSMITTAL**

**RECEIVED**

**DATE:** October 9, 2015  
**TO:** Ogden City Council  
**THRU:** Mark Johnson, CAO  
**FROM:** Tom Christopoulos, CED Director  
**RE:** Petition 2015-4 to amend 14.B.C.14.D.of the East Central Plan which prohibits expansion of parking on Lester Park.

OCT 27 2015

OGDEN CITY  
COUNCIL OFFICE

**STAFF CONTACT:** Greg Montgomery, Planning Manager

**REQUESTED TIMELINE:** November 24, 2015

**RECOMMENDATION:** Approval of amending the community plan language as suggested by staff that an additional 20 parking stall maximum can be considered provided that expansion includes park upgrades and connections that integrate into the entire park.

**DOCUMENTS:** Ordinance, Planning Staff report.

**DISCUSSION:**

Thomas Brennan of EDA Architects and representing the petitioner explained the proposed changes that are being made to the library to make it more of a community gathering area and the updated functions needed for modern libraries. He discussed the proposed library space that would be developed in a garden area to the east of the existing building, the additional entrance on the east side of the building, bike racks and conversion of office areas into public gathering areas. While the foot print of the building will not change there will be an increase of 9,000 square feet open to the public which had been private space. He explained the concerns with the existing parking lot and with more public space there is a need for more parking. Discussion had taken place earlier of getting more parking stalls by removing trees in the existing parking lot but there is a need to retain trees in the lot to help tie the lot to the park. In addition to the 19 new parking stalls north of the existing lot there would also be lighting upgrades around the perimeter and access improvements that tie Golden Hours to the library, allow accessible walkways from the parking to the sidewalk system in the park and screening with mounding, shrubs, and trees along the north end of the proposed parking lot expansion to lessen any impact. He also talked about design efforts to soften the edges between the library use and the park. He discussed work being done for a design competition for Lester Park. He explained that since the Commission first review of this petition in July that these changes are reasons he requested this item be brought back to the Commission for reconsideration prior to forwarding a recommendation to the City Council.

The Planning Staff explained that the Commission had first reviewed this petition on July 1, 2015. At that time a unanimous recommendation of denying amending the plan was made. Staff's recommendation then was that unless there are other amenities proposed that will

improve the overall park open space that the petition should be denied. This request has now come back with proposals that begin to look at considering the park as a whole rather than looking only at the needs of the library portion of the site. Staff reviewed the seven changes in the concept plan that address the relationship to the park and tie the two projects together. Staff then explained that with these other concepts other plan language of, "build on parks as a neighborhood amenity of open space and civic function" now also come into consideration in determining if an amendment to the plan language is appropriate. The two strategies in joint consideration now create a reason for considering an amendment. Staff then discussed the proposed design charrette and the need for community involvement plus the possibility of the Rotary Club looking at Lester Park as a centennial project for their organization. This interest and the county's proposal of improvements and connections by means of park improvements could be used to begin initial installation of amenities along the edge of the library and the park once a community design for the park is approved.

The Planning Staff explained that the changes to address parking discussed in July of angled parking on 25<sup>th</sup> Street and additional angled parking on Jefferson are still important as there will be the need for those spaces for park and library users. The 19 on site stalls now can provide parking for the park as well as the library. Access points to the park from the parking lot would be created so at peak times both uses can function without problems.

Staff then reviewed that there will be a twostep process before anything can happen. If a plan amendment is considered then the lease agreement will also need to be amended since the City is the owner of the entire park and the lease does not cover this ground use expansion. The second is that with the proposed language on the plan amendment that parking can only be considered provided there is a holistic design for the park and that improvements are being installed following the plan. This will be a key consideration when an actual development plan is submitted for review to construct any additional parking since the Commission will need to find that whatever is proposed is consistent to the plan.

Lynnda Wangsgard explain that the Library Board has committed \$25,000 to the design charrette for the park no matter what the outcome is because they feel it is important that the library and park work together for the benefit of the community.

Jay Lowder, the Ogden City Public Services Director, stated to the Commission that the park is in need of improvements. Most parks change over time and the changes needed to this park have not been made to keep up with the changes that have happened in the neighborhood. This proposal would help the City in making the upgrades needed.

The Commission discussed the changes that have been made to the request and that this action is for a plan amendment and not approval of the concept that is presented. There were questions that if park improvements were made if there would be more demand for parking as people from other area would come to this park? Staff explained that while this may be the case that limiting the parking as being suggested allows the mix of the neighborhood walking to the park and others driving to it. If there are peak demands then others would need to walk to the park just as the neighbors.

Staff also discussed neighborhood and city involvement will be key through the park plan development to have meaning for the future.

## **PLANNING COMMISSION ACTION**

The Planning Commission reviewed this item on October 7, 2015. A motion was made based on the findings the proposed amendment will serve the needs of the multiple users of the

park, there are not other alternatives that can meet the needs of the users without a plan amendment, and the revising the community plan will provide means for general park enhancement to recommend approval of revising the community plan language as staff has recommended.

| PLANNING COMMISSIONERS VOTE | <u>Yes</u> | <u>No</u> |
|-----------------------------|------------|-----------|
| Blaisdell.....              | X          |           |
| Holman.....                 | X          |           |
| Orton.....                  | X          |           |
| Patterson.....              |            | X         |
| Schade.....                 |            | X         |

Commissioner Patterson’s no vote was based on his feeling that the citizens had spoken in developing the plan and that there was really no justification to go against what had been developed by the community.

Commissioner Schade’s no vote was based on there was really no need to expand the parking as other alternative exist.

**CONCERNS OF CITIZENS:**

October 7 meeting.

Shalae Larson explained that many of her neighbors were at a neighborhood watch meeting and unable to attend. She explained that the development of the community plan was specifically focused on Lester Park because of the future pressures the park would face and that with limited green space the language was developed to protect that space. She felt there is no rush for a plan change and suggested tabling action on this request until after the design charrette when the community has opportunity to further explore the park development needs.

July 1, 2015 meeting

Kathy Gambles wanted the Commission to be aware of parking during winter months, stating both elderly and children take longer getting into and out of vehicles and prefer parking in a lot. She does not feel safe backing into traffic, particularly during inclement weather. She stated the access to a parking lot is often well cleared of snow and ice while there might be snowbanks adjacent to street-side parking. She stated Weber County has a good track record in providing a gathering place for the community residents and there are multiple uses the library can provide and honor the gift of the community. She felt people should be able to park as close and as safe as possible.

Mr. Bryan Nestorick stated he is a library user and often is unable to get on the computer without an hour wait. He felt the library has been outgrown its space and it would be a better benefit to the community if a new main library were constructed at a new location with an underground parking structure similar to that of Salt Lake City, allowing more space to be dedicated as parkland. He also expressed concern with angle parking, stating backing into or out of parking stalls is dangerous. He felt the building should be donated to become an art

museum and create a new library. He felt by the time the improvements are begun and the library open, it would be obsolete.

Maria Reyes, stated she is a single mother on a limited income who enjoys bringing her children to allow free use of library facilities. She stated there are fun year-round activities for children and she felt adding the parking would create a better place for library patrons.

Iain Hueton stated he appreciates the activities and facilities for the library and felt the renovation would benefit the community. He felt the Plan should also consider other ongoing planning activities, such as the Bicycle Master Plan and the Transportation Plan providing mass transit between the downtown and Weber State University. He felt notification to the entire East Central Community should have been notified of the meeting. He presented a diagram of potential reverse-angle parking which could be created, stating the doors open would create a shield to the traffic lanes, which could create up to 145 parking spaces around the block. He felt employees could park off-site, suggesting they use the Golden Hours Center lot, and asked the petition be denied.

Paige Pitcher stated the East Central Plan is a guiding document for the community which was written by both the citizens and City Staff. She stated it was adopted in 2009 and there have been many changes since that time. She felt the plan is due for an update and the 15,000 residents should again be involved with the planning process. She felt the new library is a huge investment in the community. The neighborhood is dense and diverse, and walkable, preferring open space to asphalt. She stated the sunken garden may be a good concept, but creates a wall between the library and the park, suggesting the City Staff work with library personnel to create a better integration between the two facilities. She felt the application should be denied, but suggested the community plan again be reviewed in the future.

ORDINANCE NO. 2015-53

**AN ORDINANCE OF OGDEN CITY, UTAH AMENDING THE OGDEN CITY GENERAL PLAN BY AMENDING SUBSECTION 14.D OF THE EAST CENTRAL COMMUNITY PLAN; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.**

**WHEREAS**, the Ogden City Planning Commission, after notice and public hearing as required by law, has prepared an amendment to the East Central community plan and recommended to the City Council that the Ogden City General Plan, also known as the Involve Ogden General Plan, be amended to amend Subsection 14.D of the East Central community plan; and

**WHEREAS**, the City Council has determined that the proposed amendment to the Involve Ogden General Plan will effectively address the present and future needs of the City and will provide needed direction for the growth and development of the East Central community planning area.

**NOW, THEREFORE, the Council of Ogden City hereby ordains:**

**SECTION 1. General Plan Amended.** The Council of Ogden City hereby amends the Ogden City General Plan by amending Subsection 14.D of the East Central community plan, which amendment is attached hereto as Exhibit A and incorporated herein by this reference; and

**SECTION 2. Effective date.** This ordinance shall become effective immediately upon posting after final passage.

**PASSED, ADOPTED AND ORDERED POSTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CHAIR



**EXHIBIT A**

**PARKS AND RECREATION**

**14. Enhance existing parks**

The East Central Neighborhood was planned in the 1870's with three original 10 acre parks.. Those parks are known as Liberty, Lester, and Monroe. Each park provides a unique set of services to the community while at the same time addressing the same common service of a place for quiet and passive recreation with grass and mature trees. This area also enjoys several specialty parks; specifically Eccles Park (Watermelon Park) located in the center of the Eccles Historic District, Courtyard Park, which is a small pocket park that contains a tot lot and picnic facility, the Oasis Park which is becoming a community garden, and finally the Ogden City Cemetery. Each are open to the citizens of Ogden throughout the year, and each bring their own unique public attraction.

There are certain improvements that are needed. Included in these upgrades would be perimeter lighting that is compatible with the period context lighting that is seen in the historic districts, a peripheral exercise course, sand volleyball, new vandal-resistant bathroom facilities and better signage. Improvements such as a winter ice skating venue would be nice in Liberty Park along with the completion of the walkway through Lester Park. Since this park also contains the County Library and Golden Hours Living Center, benches would also be appropriate.

The use of the park for building sites and parking lots in Lester Park to some degree compromise the park. No additional parking should be considered at this park. Conversely, the City may want to consider additional on-street (angle) parking along 29<sup>th</sup> Street at Monroe Park to address the crowds that are generated for the summer ball games.

**Vision Objectives**

- 14.A Build on parks as a neighborhood amenity of open space and civic functions.
- 14.B Make improvements to parks by providing:
  1. Perimeter lighting.
  2. Exercise areas for jogging around the perimeter of the large parks.
  3. Construct sand volleyball courts in a section of the parks.
  4. Use institutional bathroom fixtures to upgrade park bathrooms and keep them unlocked during the daytime
  5. Identification and locational signage
- 14.C Extend the sidewalk completely through and include benches as well at Lester Park.
- 14.D Prohibit expansion of ~~parking and~~ buildings into Lester Park. Additional parking not to exceed 20 new stalls (144 total) may be considered provided that improvements to the park are made that create a holistic design for the park and provide connections and amenities to all park users.
- 14.E Develop angle parking at Monroe Park for additional parking spaces.

**High Priority**



*Early photo of Liberty Park*



*Sidewalk to be extended toward Library*

Report by Greg Montgomery

**Agenda Name: Public Hearing for Petition 2015-4 to amend 14.B.C.14.D. of the East Central Plan which prohibits expansion of parking on Lester Park**

**Petitioner/ Developer:** EDA Architects/ Thomas Brennan  
9 Exchange Place #1100  
Salt Lake City, Utah 84111

**Petitioner/ Developer's requested action:** Amend East Central Community Plan so that 19 additional parking with additional park amenities can be considered on Lester Park to meet the library's and the park's needs.

Planning Staff's Recommended Action

Approval of amending the general plan language that additional parking expansion can be provided conditioned on park upgrades and connections that are integrated into the entire park.

Planning Commission's determination for action

1. Revising the language will/ *will not* serve the needs of the multiple users of the park.
2. There *are* / are not other alternatives that can meet the needs of the users without amending the community plan.
3. Revising the plan will/*will not* provide means for general park enhancements which benefit the community.

Past History

July 1, 2015- The Planning Commission recommended denial of amending the community plan language to remove the language of no additional parking in the park.

2013- Rezoned from R-3 to O-1

February 28, 1966- City and County execute agree to allow construction of library building on 2.149 acres of leased land on Lester Park provided that;

1. Building begins within 18 months of agreement
2. If building not used as library, building reverts to Ogden City.

- 3. Reasonable amount of parking be provided on amount of ground leased.
- 4. Parking shall blend with balance of park and no physical barriers between library and park and parking available for park usage.
- 5. County pays for replacement of tennis court and other items removed from park as part of construction of library

1872- Lester Park established as city park

Vicinity Map





Project Summary

Property Address: 2464 Jefferson
Zone: O-1
Community Plan: East Central- open space
Property Size: 10.2 acres
Existing Use: Lester Park, Weber County Library, Golden Hours Center

DEVELOPMENT STATISTICS

Land utilization

Table with 3 columns: Open space, Building, Hard surface. Values: 79.3%, 8.5%, 12.2%

Building Square footage: 55,000 sq feet total
Building height: 3 floors
On site Parking: library 77 stalls, Golden Hours 47 stalls

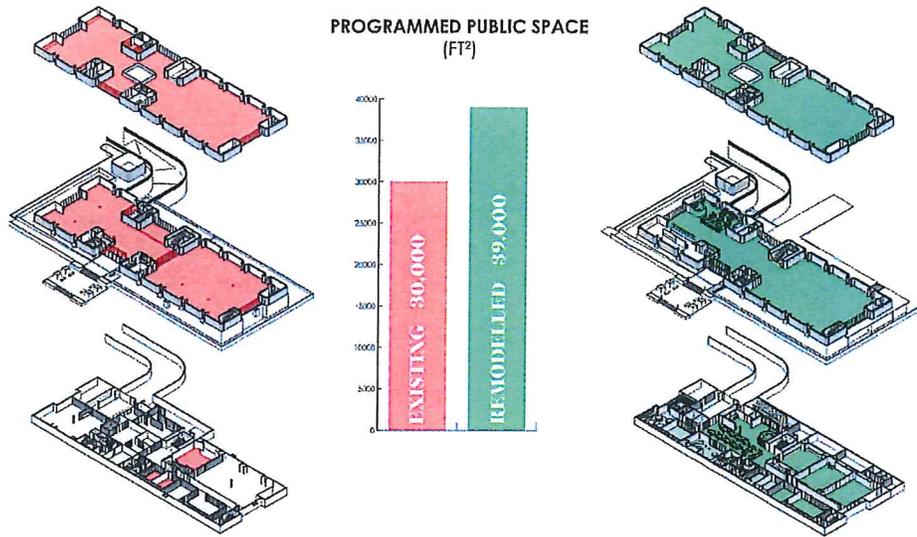
Description of request

The County has been involved in an overall 2013 bond improvement program of the libraries in the county. In addition to a new library in Roy, the bond also includes improvements to the existing library facility at Lester Park as well as other libraries in the county.

There was a conscious decision in 1966 to build a new library building at Lester Park which replaced the Carnegie Free Library located on the Municipal Block. The City set aside a 200 foot by 468 foot piece of land on the southwest corner of the park to be used as the location for the library and its parking. The library at Lester Park was opened in 1968. The architecture of the library is a fine example of the modern architecture movement and is an icon in the neighborhood and while not on the local historic register should be because of its place as a key landmark for the area.

The renovation of the library calls for development of more public spaces in the building for various programs and community gathering spaces as well as an outdoor reading and activity garden. The intent of the renovation work is to have the library's function as community gathering spots for planned programs, activities for the young and old and to advance the library to meet the needs of the 21st century. The foot print of the building does not change in size but

the uses of the space do. Much of the administration space changes to more public use space and the storage area presently in the building reduces from 3,650 square feet to 975 square feet. The illustration to the right shows the change of space that will be available for the general public.



Other planned revisions are to the land on the east side of the library within the lease area. An outdoor reading/ activity area is planned for library programs. While the actual design is not under this review it helps in understanding the reason behind the request being made to increase the parking area which requires a plan amendment.

The Planning Commission reviewed this item on July 1. At the time staff had recommended that the request should be denied, “Unless there are other amenities which will improve the overall open space.” The County has come back with a revised design of integrating the library parking lot into the park and proposing additions that will improve connectivity in the park and provide additional amenities. They are asking the Commission to reconsider their recommendation before this item is forwarded to the City Council for final action.

In the new consideration the county is proposing as part of the plan amendment:

1. Add 19 new parking stalls but use existing access points so as not to reduce any additional street parking.
2. Provide ADA access ramps from parking lot to a new sidewalk so access to the park for all groups is possible.

3. Add additional trees, mounding and shrubs to screen parking from the view of 24<sup>th</sup> Street and the east portion of the park and to give reason for a new curvilinear sidewalk in this area.
4. Provide sidewalk connections to playground and new restroom and pavilion shelter.
5. Install new lighting along walkway more in theme with the architecture and remove the cobra head lights.
6. Provide a sidewalk connection between the Golden Hours Center and the new library entrance.
7. Expand bike park stalls to a total of 40 to be placed at both the east and west entrances to the building.

It also should be noted that since the time of the first consideration there is movement from the AIA Northern, AIA Committee on Urban Design and the Young Architects Forum to organize a design charrette involving the community and citizen groups to redesign Lester Park. There is also discussion from the Rotary Club to make Lester Park a centennial legacy project.

### What Planning Commission reviews

The Commission reviews any proposed plan amendment in a public hearing to determine whether or not an amendment should be made and recommends to the council a course of action regarding the request for amendment.

Any development on a public park requires the Planning Commission to review the proposed work for consistency with the general plan. This also includes expansion of existing facilities. The East Central Community plan states, "Prohibit expansion of parking and buildings onto Lester Park" (14.B.C.14.D.). With that statement it would be impossible to find that the proposed work on Lester Park is consistent with the general plan and could not be approved even though there is other plan language which says, "Build on parks as a neighborhood amenity of open space and civic function" (14.B.C.14.A). Rather than send the site plan for review with these inconsistencies to the plan, the County has requested consideration of amending the plan to allow additional parking.

Once a final decision is made on a plan amendment then the total site development plan would be reviewed and considered for approval by the Planning Commission based on whatever conclusion is made regarding the parking language. If a plan amendment is approved as a final action, then the city council will also need to amend the present lease agreement to include whatever boundaries may be established and whatever conditions may be placed on the expansion.

### Factors for consideration of action

**1. What has changed in the proposal to consider a plan change?**

The previous request was all about parking expansion without any improvement to Lester Park. This time the proposal includes adding amenities such as connected walking paths to other features of the park, additional bike parking, ADA access from the parking lot to the shelter and play area so the park becomes accessible to all users. This is now taking into account the other plan language of “Build on parks as a neighborhood amenity of open space and civic function.” (14.B.C.14.A) No longer is the library being designed as an isolated island but the park to the east is also being considered with connections, screening and ADA access. The parking lot design is also preserving the existing on street parking at the north end of Jefferson by not adding any additional curb cuts.

**2. How does the work proposed fit into plans for a masterplan of the park?**

The new drawing is submitted as a concept of what is proposed by the county. With the new information about the design charrette and possible funding sources to make other upgrades to the park it would be too early to approve the proposed work in the park from the county site plan as the final design. It is however an indication of what the county is willing to spend in joining the two designs together.

An overall park design is needed to determine the interior circulation patterns, park uses and other upgrades such as the play equipment and other possible amenities. An action to amend the plan would give the county confidence in their remodel efforts to bring the building up as a recognized gathering place with the additional functions they plan. The actual construction work would not take place on the parking lot until next year anyway and at that time the design for the park should be in place through this proposed process. Whatever changes may be made with a new park plan could then take what the county has proposed and blend them into a functioning design. The county’s concept could be used to determine the amount of their allocated funds to implement the portion of their design with a new park plan.

**3. What is the parking philosophy?**

This was one of the main points of discussion from the last Planning Commission meeting. The County is proposing an addition of 19 stalls to the 77 existing on site stalls. The discussion of street side angled parking is still a concept that staff feels needs to be implemented for the benefit of the park and the library. Staff still feels that there is adequate parking without the interior parking lot expansion, but the proposed work to tie the development into the park and provide better pedestrian and bike access are factors that were not proposed before. These new items start to balance the two competing interests identified in the community plan. The upgrades needed in the park cannot be funded by the city alone and with the library being a major player in the park its acceptance that it needs to extend beyond the limits of the lease area to create a better integration are important factors for consideration. This added with the timing

of the design opportunities for the entire park at the same time of the library renovation become important factors for consideration.

4. If the plan language is amended what becomes the standard for acceptable additions?

Staff feels that the proposal now being made by the library to look at sidewalk connections, lighting, ADA access from the parking to the pavilion and playground, increased bike parking and additional screening of parking by trees shrubs and landforms all become important factors in considering expansion of parking.

Staff would suggest based on these factors that proposed amended language to the plan could read:

“Prohibit expansion of parking and buildings onto Lester Park. Additional parking not to exceed 20 stalls may be considered provided that improvements to the park are made that create a holistic design for the park and provide connections and amenities available to all park users.”  
(14.B.C.14.D.)

## Attachments

1. Explanation of request
2. Proposed design
3. Original petition
4. Copy of public notice



September 22, 2015

Mr. Greg Montgomery  
Ogden City Planning  
Ogden Municipal Building  
2549 Washington Boulevard  
Ogden, Utah 84401

RE: Weber County Main Library Site Plan Planning Approval - Resubmittal

Dear Mr. Montgomery,

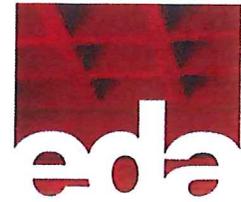
I am writing on behalf of Weber County and the Weber County Library Services to request reconsideration for additional off street parking in conjunction with the renovation and remodel of the Weber County Main Library and site plan approval. We acknowledge that one of the East Central Community Plan "Vision Objectives" is to prohibit the expansion of parking and buildings on the site. However, the County is renovating and remodeling the existing library with the goal of expanding public services and programs, so that they can respond to current and projected demand for programming and library services in central Ogden. To mitigate the increased onsite parking we are proposing several changes be made to the park and its amenities. We believe these proposed modifications will have a positive influence on the park and the surrounding neighborhoods.

Although the planning staff report addressed the history and proposed changes at the library, I believe a brief summary is appropriate since this renovation is triggering this request. Over the last 10 years attendance and circulation numbers have steadily increased at the downtown library. With a resurgence in the population living in the East Central Community and the ongoing role of the Ogden Main Library as the main library serving the County we anticipate this trend to continue. Furthermore, the renovation and remodel of the main library will significantly increase the areas available for public services and programs from 30,000 to 39,000 square feet. This will allow the library to continue to respond to growing community demand for library services, accommodate larger groups for meetings, lectures and similar activities, as well as provide specialized spaces that are not currently available including a dedicated teen space and an archival research room.

All of these changes will increase patronage at the Main Library. As documented by the Planning Staff the existing parking lot is well utilized and is full one or more times a week. Currently there are 77 off street parking stalls, and seven angled street side parking stalls in front of the library. The library is requesting an additional 19 stalls be added to the parking lot expanding the parking lot to the north by 60'-0" feet. There have been suggestions that eliminating the existing landscape islands and restriping the parking lot could add 6 to 9 additional stalls. However, the drive aisles are three feet narrower than a typical 25'-0" wide parking lot drive aisle. The additional stall width not only helps patrons with books, strollers etc. get in and out of cars easily, it provides additional maneuvering clearances to safely enter and exit the parking lot. Furthermore, the library believes that landscaped islands with their mature trees helps to blend the parking lot into the park setting.

To mitigate the impacts this additional parking will have on Lester Park and the neighborhood the library is proposing several site modifications and amenities. These are:

1. First, the library recognizes that many patrons do not use personal vehicles when coming to the library. For those patrons who choose to walk to the library, a new east "park side" entrance will supplement the existing main entrance, making it more convenient for those coming from the neighborhoods to the east. This entrance will be



operable during all library hours. In conjunction with this new east entrance, sidewalks will be extended to the south, toward 25<sup>th</sup> Street to the north and north east linking to the Madison and 24<sup>th</sup> Street intersection.

3. For those patrons who choose to bike to the library the 22 existing bicycle racks, which are well used, are being expanded to accommodate 40 bicycles distributed equally between the east and west entrances.

3. On-street parking will be significantly increased. The on-street angled parking in front of the library will increase from seven stalls to thirteen stalls. In conjunction with this, the city has proposed restriping the parking stalls on 25<sup>th</sup> Street from parallel to angled parking, adding eight additional stalls.

4. In response to feedback from the Planning Commission and staff members, a new sidewalk is proposed within the park connecting the new east library entrance to the senior center. Not only does this new sidewalk make it more convenient for seniors to access the library, it enables the library to utilize the senior center parking lot when they schedule large evening and weekend events, a shared parking concept to which the city appears amenable.

5. New sidewalks within the park providing ADA accessible connections from the library parking lot to the destination amenities within the park. Currently there is not direct sidewalk connection from the library to the interior of the park. In addition there is no accessible path to the existing picnic pavilion.

6. In conjunction with the city, a new restroom and picnic pavilion will be installed, replacing the current worn out facilities. The library proposes extending new sidewalks to these amenities for convenient accessible access. The new restroom/pavilion structure will also be located for convenient access from the proposed playground.

7. New park lighting will be installed along the proposed sidewalk along the east edge of the library and library parking lot. The new lighting which is envisioned to reflect the character of this historic urban park will replace the two existing "serpent head" security light fixtures currently located in this area.

8. New landscape and berms are proposed where the library property transitions to the park. Landscape berms along the north edge of the parking lot will screen the parking lot from 24<sup>th</sup> Street. In addition twenty new trees are proposed in this area to enhance the park.

The library believes these proposed development and amenities represent a significant reinvestment in Lester Park and the surrounding district and helping to mitigate the impacts that the 19 additional stalls will have to the interior of the park. If you have any questions or concerns please contact me.

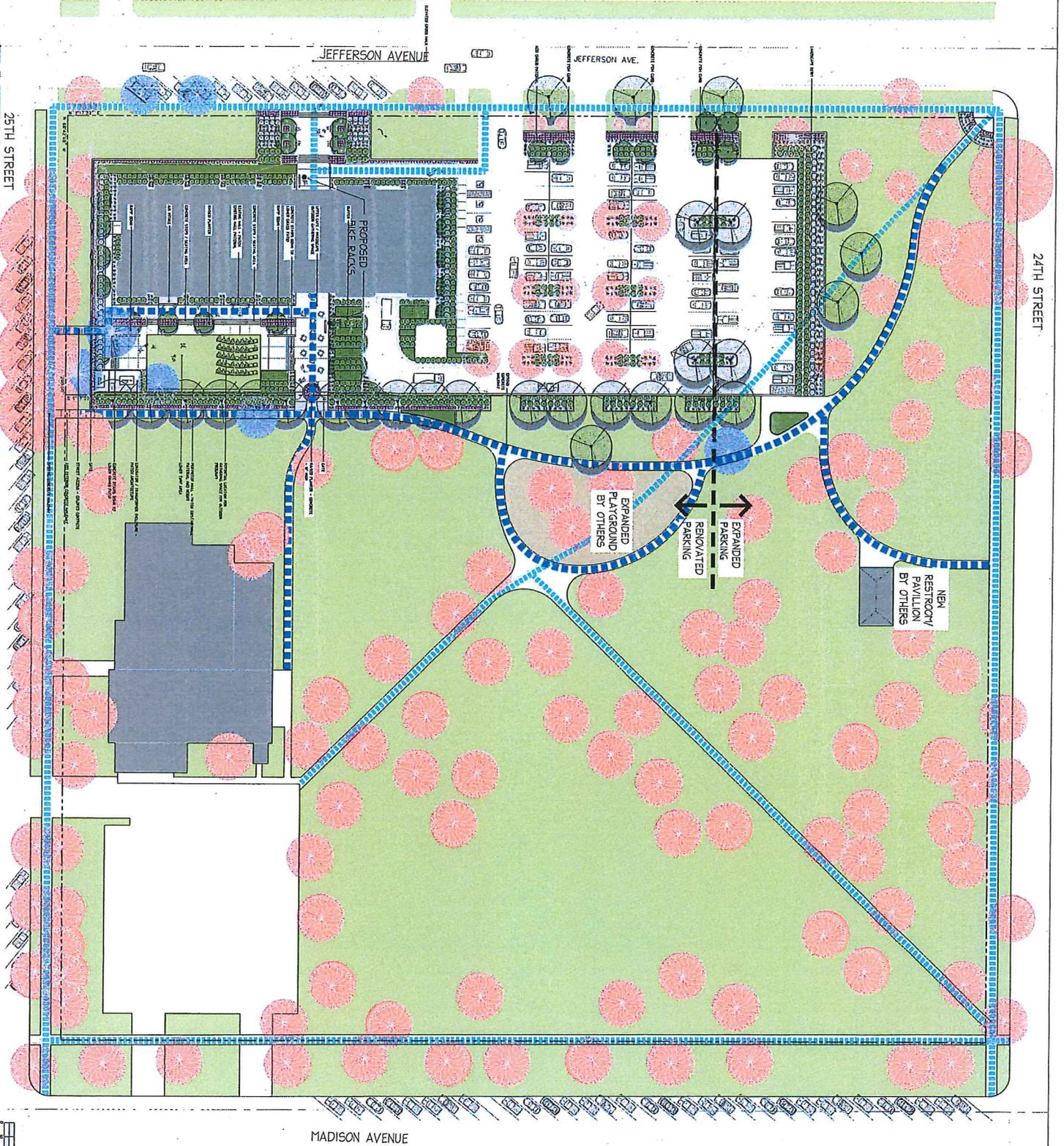
Sincerely,

Thomas S. Brennan

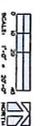
A handwritten signature in blue ink, appearing to read "Thomas Brennan", is written over a faint, larger version of the signature.

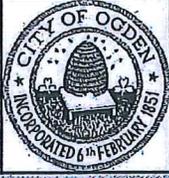
EDA Architects, Inc.

WEBER COUNTY MAIN LIBRARY RENOVATION



-  TREE - PROPOSED
-  TREE - TO BE REMOVED
-  TREE - EXISTING TO REMAIN
-  PATH - EXISTING
-  PATH - PROPOS





Petition to Amend Ogden City's General Plan

Ogden City Development Services  
2549 Washington Blvd. Suite 240  
Ogden, Utah 84401  
(801) 629-8930

Please print legibly and complete all areas:

The following checklist will assist you with your petition to change Ogden City's General Plan.

**Petition Checklist**

- Review this application with a Planner prior to filing in the City Recorder's office. Planner is to accompany petitioner when filing.
- In the space provided below, explain what portion of the General Plan you want to change and why the change would be in the best interest of the general public. Attach another sheet, if necessary.
- Include suggestions of how the proposed changes *should* read, if amended.
- Attach any documentation showing that other cities have similar requirements.
- Pay the \$625 filing fee in the City Recorder's office and submit this petition at the same time.

**Petitioner Contact Information**

Name: THOMAS BRENNAN/ED ARCHITECTS REPRESENTING WEBER COUNT LIBRARY SERVICES

Address: 9 EXCHANGE PL. #1100 City: SALT LAKE CITY State: UT

Zip: 84111 Phone: 801 531 7600 E-mail: tom@edarch.com

**Petition to amend the Ogden City General Plan**

I (we) the undersigned do respectfully request that the Ogden City General Plan be amended by changing or eliminating 14.B EAST CENTRAL COMM. PLAN  
(Plan reference)

Please amend the Plan as follows: WE REQUEST CHANGING SECTION 14.D OF THE PLAN TO ALLOW ADDITIONAL OFF STREET PARKING TO SERVE THE OGDEN MAIN LIBRARY.

This change is in the best interest of the general public because: SEE ATTACHED EXPLANATION & PROPOSED PLAN.

Petitioner's signature(s): [Signature] Date: \_\_\_\_\_

9910  
1000-1-72010

Petition number: 2015-4  
 Filed in the office of the City Recorder  
 By: Sam Hammack  
 Date: 03.16.15  
 Fee: 625.00 Check # AMEX

PAID: 1  
 03-16-2015/02:26 PM  
 002-00113411  
 \$ 425.00

## OGDEN PLANNING COMMISSION UPDATE

October 7, 2015

### Reinvention of Ogden City's Historic Lester Park



Executive Summary: Stakeholders are being invited take a leadership role in a planning process to envision the reinvention of Lester Park. The goal is to help revitalize the neighborhoods and connect them with downtown businesses by creating learning spaces and enticing attractions to serve area residents and accommodate visitors during events and celebrations. Under the Direction of Ogden City, the Library Board has pledged to assume a leadership role in coordinating public input for a design plan, and the Library Development Board has pledged \$25,000 to provide design competition awards. Elected officials from both the City and County have agreed to work together to facilitate this planning process.

Cities nationwide are often identified by their public parks. While most cities have numerous public spaces, there is often one gathering place that is a gift to the community from one generation to the next.

New York, Central Park ([https://en.wikipedia.org/wiki/Central\\_Park](https://en.wikipedia.org/wiki/Central_Park))

Chicago, Grant Park ([https://en.wikipedia.org/wiki/Grant\\_Park\\_\(Chicago\)](https://en.wikipedia.org/wiki/Grant_Park_(Chicago)))

San Diego, Balboa Park ([https://en.wikipedia.org/wiki/Balboa\\_Park\\_\(San\\_Diego\)](https://en.wikipedia.org/wiki/Balboa_Park_(San_Diego)))

San Francisco, Golden Gate Park ([https://en.wikipedia.org/wiki/List\\_of\\_parks\\_in\\_San\\_Francisco](https://en.wikipedia.org/wiki/List_of_parks_in_San_Francisco))

When we think of public parks as a destination, New York, Chicago, San Diego, and San Francisco come immediately to mind, but smaller cities and towns across America have built public places that are every bit as vibrant and enticing. Uniquely appointed with welcoming spaces that anchor and nurture communities, while providing respite, recreation, and intellectual stimulation for locals and visitors alike, they are referred to as “third places.” If we think of our first place as our home; our second, work or school; these inclusive “third places,” as they have come to be called, are where diverse individuals come to engage with their community.

Established in 1870, its strategic location five blocks east of Union Station made Lester Park the historical gathering place for area residents. Three U.S. Presidents have visited Ogden, and all spoke to the people in Lester Park. In 1913, the City published an official valuation of its real estate, which totaled \$652,300. The City’s top four assets included:

City Hall Corner of Union Square - \$200,000 (\$4,820,970 in today’s dollars)  
Northwest Corner of Union Square - \$150,000 (\$3,615,727 in today’s dollars)  
Lester Park - \$100,000 (\$2,410,485 in today’s dollars)  
Ogden Carnegie Free Library - \$75,000 (\$1,807,864 in today’s dollars)

That same year, the City budgeted \$83,325 in improvements, \$25,000 of which was set aside to be invested in the Ogden Carnegie Free Library’s collections, bringing its total value to \$100,000. The Ogden Carnegie Library collections are now housed in the Weber County Main Library and have an estimated value of more than \$50,000,000.

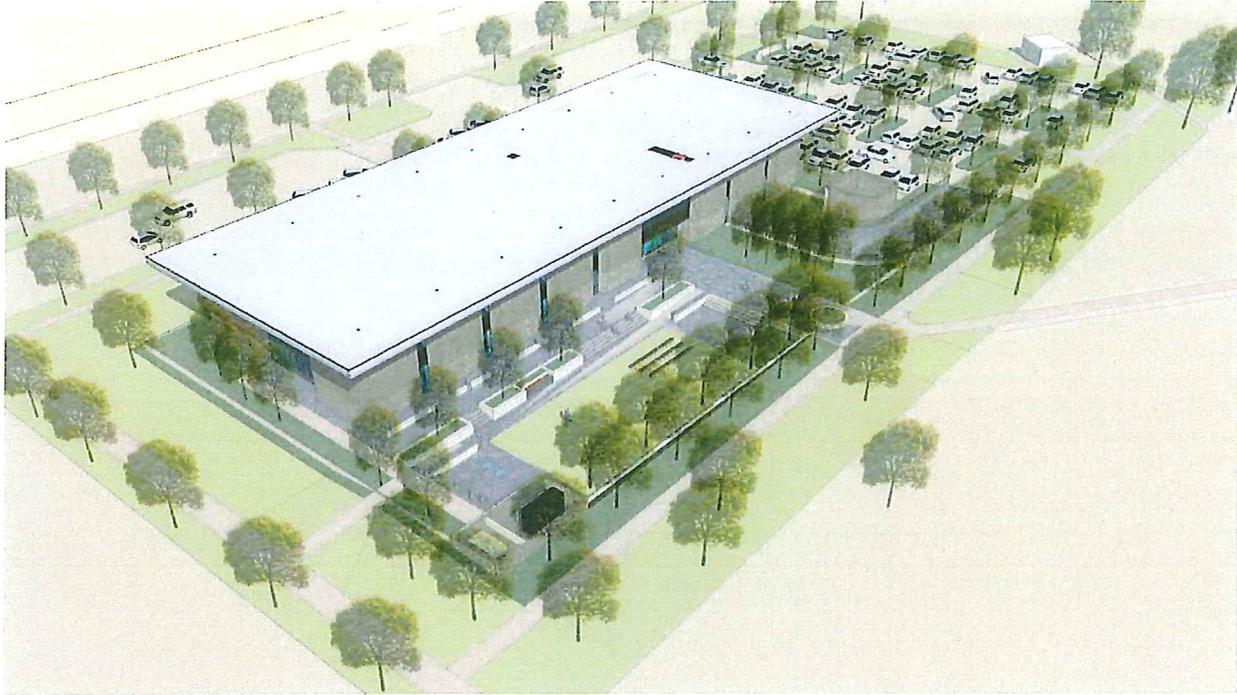
Much has changed in a little more than the 100 years since these valuations were made, but one thing that remains the same is the importance of the Public Library and Lester Park to the cultural life of the community. To continue to serve new generations of area residents, however, it is time they both be upgraded and reinvented.

During 2013, Weber County voters approved a general obligation bond that will provide funding to completely reinvent the County’s Main Library. Located on the southwestern corner of Lester Park, and nestled between the downtown business district and the neighborhoods, the Library renovation will bring 21<sup>st</sup> century technology; commercial café lease space; vibrant lounge and study areas; auditorium, meeting, and training rooms; and outdoor performance and gathering places to the central City. Renovation site plans illustrate an exciting new connection with Lester Park through an eastside entrance and pedestrian walkways.

The Main Library renovation will get underway next year, presenting a strategic opportunity to address community needs in central Ogden City while also reclaiming one of Ogden’s most vital public spaces. When the renovation is complete, the Main Library will take its rightful place on the National Register of Historic Places.

Central to the success of a reinvention of Lester Park is the Library as an anchor institution. With its complimentary third place mission, the Library can serve to help move the concerns of a community forward in addressing issues such as crime, health, obesity, and illiteracy, but timing is critical.

## Main Library Renovation – Site Plan **NEW IMAGE NEEDED**



While Ogden City's parks currently provide the community with access to a variety of exciting, multiuse and sporting venues, Lester Park with its 100+ year-old trees and magnificent green space is woefully underutilized.

With the public approval of a general obligation bond to renovate and restore the Weber County Main Library, however, came a renewed interest in Lester Park. Diverse stakeholders began to wonder if this public investment in the Library could leverage additional public and private funding to transform this central City park into a vital civic gathering place like no other along the Wasatch Front.

In order to explore this possibility, the Weber County Library Board of Trustees and Ogden City, is partnering with the Utah Young Architect's Forum (UYAF) to engage collaboratively with community stakeholders to create a shared vision for Lester Park. The Northern Section of the Utah AIA, and the Utah AIA Urban Design Committee, have both pledged their support of the UYAF in development of designs that put forth the best ideas to address issues of particular civic importance.

The UYAF recently sponsored a competition to reinvent Pioneer Park in Salt Lake City that addressed "many complex community issues ranging from homelessness, social services, drug-related crime and prostitution, to housing and neighborhood development, mobility, economic development and Salt Lake City history." (Please see <http://www.aiautah.org/#!contact/con8>.)

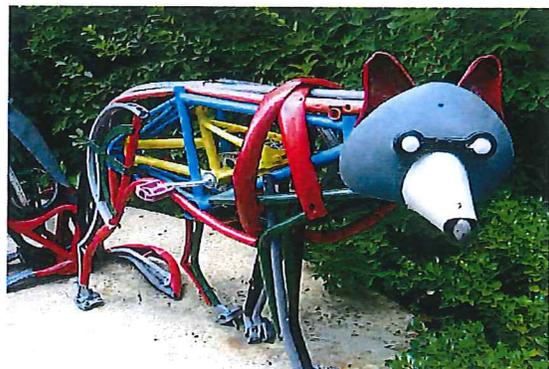
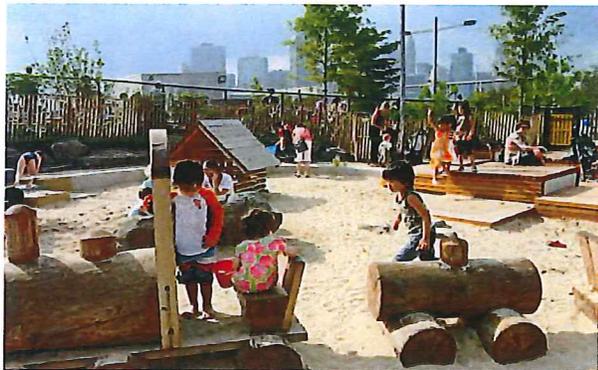
A similar process and result is envisioned for Lester Park.

The UYAF design competitions offer substantial prizes (approx. \$25,000) as an incentive for Utah's most creative architectural firms to engage in stakeholder meetings where they learn about issues, gather ideas, and then develop and present a "shared vision," or conceptual design proposal for the project. The proposals are then rated by a panel of experts, and the winning entry is recommended to funding authorities and community groups for implementation.

The Weber County Library Board of Directors has pledged to raise \$25,000 in private funding to provide prizes for the winning entries. The Library will provide meeting space and the services of a graphic artist to prepare invitations and encourage stakeholders to attend a series of community meetings where ideas for reinventing the park will be shared with design professionals. These community meetings are tentatively planned for late this year, or early next year, with the winning conceptual plan selected no later than the spring of 2016.

Venues in cultural/learning parks across the U.S. are many, and those eventually included in Lester Park will, of course, be unique and recommended during the public visioning process undertaken by the UYAF, and approved by City officials, but examples could include:

## Inclusive Children's Playgrounds & Sculpture Gardens:



## Leisurely Competition, Cultural, & Family Oriented Recreational Opportunities:



Chess



Horseshoes



Labyrinth



Winter Sports



Tai Chi



Rotary Disc Golf



Musical Presentations (Library Outdoor Performance)



Teen Talent

**Botanical Plantings, Scent & Teaching Gardens:**



**Nature & Pet Friendly Features:**



**Infrastructure that Teaches Civic Responsibility & Environmental Sustainability:**



Green Roofs



Safe, Clean, Low Maintenance Public Restrooms



Wind/Solar Street & Park Lighting



Sustainable Waste Management

## Easy Access to Safe and Convenient Public Transportation and Parking



Bike Rental



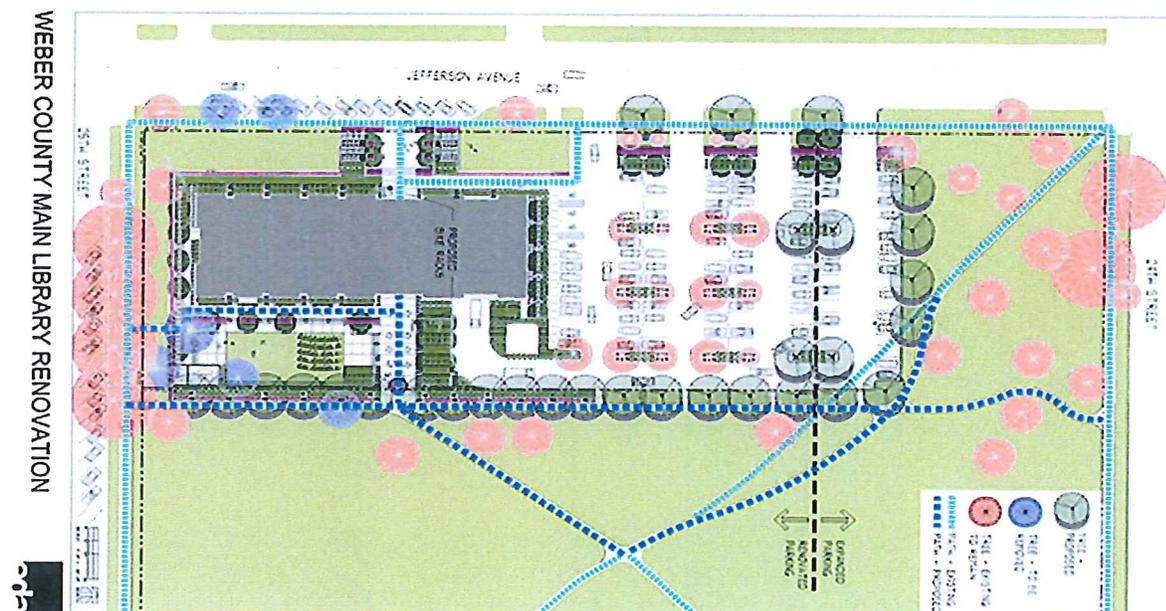
Electrical Vehicle Recharging



Bus Service



Safe Parking



### Civic Presence for Oversight and Year-Round Maintenance of Safe Parking Facilities **(NEW IMAGE)**

Renovation plans for the Main Library are well underway. The Library Board is ready to engage with others who are interested in partnering to recreate Lester Park as a multi-generational, cultural gathering place.



# City Council Meeting COUNCIL STAFF REVIEW

## **AMENDMENT ELIMINATING THE MAXIMUM NUMBER OF INDIVIDUALS PERMITTED IN AN ASSISTED LIVING FACILITY IN THE PROFESSIONAL/INSTITUTIONAL ZONE**

### **COUNCIL DETERMINATION:**

- Approve/not approve ordinance amendment

### **PLANNING COMMISSION**

**RECOMMENDATION:** Approval of the amendment (5-0)

---

### ***Executive Summary***

The proposed amendment would eliminate the cap on the number of individuals permitted in a nursing home, assisted living facility, or retirement home in the Professional/Institutional (PI) zone. The special regulations listed in the PI zone for this use include lot size requirements relating to the number of occupants in addition to the overall cap of 30 individuals. As planning staff reviewed the ordinance, it was determined that the lot size and other related restrictions serve to provide appropriate regulation and that the overall cap on individuals is not needed.

### ***Background***

As the original petitioner, Spencer Wright, was looking for potential locations for an assisted living facility, he was considering the former IHC Behavioral Science facility at 5030 Harrison Boulevard. As he reviewed the ordinance, he felt that the cap of 30 individuals should be removed as there were other site restrictions present in the ordinance that could serve to provide proper regulation regarding the appropriate number of individuals in the facility. As the Planning Staff reviewed this, they also felt that the cap could be removed. In addition to the site specific restrictions, the Planning Staff had also reviewed the potential sites in the PI zone on which such a facility could be placed and felt that the majority were built out and that the removal of the cap was not likely to cause an issue in the future on any of these sites.

Mr. Wright is no longer pursuing the facility at that location; however, the Planning Staff still feel that the amendment should take place.

*November 10, 2015*

The proposal was reviewed at the Council's November 10, 2015 meeting. No changes were proposed as a result of the review.



**OGDEN CITY COUNCIL TRANSMITTAL**

**RECEIVED**

**DATE:** October 8, 2015

**TO:** Ogden City Council

**THRU:** Mark Johnson, CAO

**FROM:** Tom Christopoulos, CED Director *W*

**RE:** Petition #2015-8 to remove the maximum number of individual (30) permitted in a nursing home assisted living or retirement home in the PI Zone.

**STAFF CONTACT:** Greg Montgomery, Planning Manager

**REQUESTED TIMELINE:** November 3, 2015

**RECOMMENDATION:** Approval of the proposed ordinance amendment

**DOCUMENTS:** Ordinance, Staff report

OCT 20 2015

OGDEN CITY  
COUNCIL OFFICE

**DISCUSSION**

Earlier this summer, the applicant, Mr. Spencer Wright of Wright Development petitioned Ogden City to remove the ceiling of 30 rooms for assisted living, nursing homes and retirement homes in the Planned Institutional (PI) zone. At the time the applicant was considering purchasing the 10 acre parcel at 5030 Harrison Blvd. The previous use at this location was the IHC Behavioral Science facility. It was an inpatient mental health facility. At the August Planning Commission meeting, the Commission determined that a work session would be beneficial to study the existing PI zone sites, the parameters of the PI zone and what would the potential build out of this site with the removal of the 30 room maximum.

In September of this year the work session was held. The Commission reviewed all the available PI sites and saw that the vast majority of the sites were built out. Staff talked about potential impacts and the intent of the PI zone which is to create a "campus" environment. The Planning Commission determined that the proposal was ready to go to a public hearing. It was then scheduled for the October 7, 2015 meeting. Staff made a brief presentation at the October 7, 2015 meeting. Staff explained that there was already a land use/density formula in place to govern the development of an assisted living or nursing home facility. The PI zones are for the most part built out and there is no foreseen reason for the cap at 30.

**PLANNING COMMISSION ACTION**

The Planning Commission reviewed this item on October 7, 2015 and a motion was made and seconded to recommend approval of the ordinance amendment as

presented by staff. The motion was based upon the finding that this ordinance amendment is consistent with the General Plan and the ordinance change would not adversely impact zoning provisions of Ogden City.

**PLANNING COMMISSIONERS VOTE**

|                | <u>Yes</u> | <u>No</u> |
|----------------|------------|-----------|
| Blaisdell..... | X          |           |
| Holman.....    | X          |           |
| Orton.....     | X          |           |
| Schade .....   | X          |           |
| Herman.....    | X          |           |

**CONCERNS OF CITIZENS**

None

**STAFF RECOMENDATION**

Approval of the proposed ordinance amendment

ORDINANCE NO. 2015-54

AN ORDINANCE OF OGDEN CITY, UTAH, AMENDING THE OGDEN MUNICIPAL CODE BY AMENDING SUBSECTION 15-33-5.H TO REMOVE THE MAXIMUM NUMBER OF INDIVIDUALS PERMITTED IN A NURSING HOME, ASSISTED LIVING, OR RETIREMENT HOME; AND BY PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.

The Council of Ogden City hereby ordains:

**SECTION 1.** Subsection amended. Subsection 15-33-5.H of the Ogden

Municipal Code is hereby amended to read and provide as follows:

H. **[Nursing Homes, Assisted Living Facilities Or Retirement Homes:]** The amount of lot area needed for this type of facility is seven thousand (7,000) square feet, plus five hundred (500) square feet for each bedroom space in excess of four (4). This square footage shall be devoted exclusively to this use and its associated open space and no other PI use can use this space. ~~[The number of people lodged in an assisted living facility, excluding support staff, shall not exceed a maximum of thirty (30) individuals.]~~ Assisted living facilities are subject to the separation requirements imposed in subsection 15-13-26.C of this title.

**SECTION 2.** Effective date. This ordinance shall be effective immediately upon posting after final passage.

**PASSED, ADOPTED AND ORDERED POSTED** by the Council of Ogden City,  
Utah this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CHAIR





Report by John Mayer

**Agenda Name:** Public Hearing to amend 15-33-5.H to remove the maximum number of individuals (30) permitted in a nursing home assisted living or retirement home

**Petitioner/ Developer:** Spencer Wright  
Wright Development Group  
1178 Legacy Crossing Blvd. ste. 100  
Centerville, UT 84014

**Petitioner/ Developer's requested action:** Approval is requested to amend the text in Zoning Code (15-33-5.H) to allow greater than the current 30 person maximum for Assisted living, nursing home and retirement homes in the PI zone

Planning Staff's Recommended Action

Approval of the proposed amendment to 15-33-5.H to remove the 30 individuals maximum provision

Planning Commission's determination for action

1. Amending the language to 15-33-5.H is / *is not* consistent with the General Plan
2. Amending the language to 15-33-5.H is / *is not* consistent with the purpose of the PI Zone

Description of request

The applicant and Ogden City desire to amend the Planned Institutional (PI) zoning code to remove the limit on the number of individuals allowed to reside at a Nursing Home, Assisted living Facility or Retirement Home. In August this application came before the Planning Commission for review. It was determined that additional study of the subject and the existing PI sites was needed. The application was tabled and in September a work session was held to answer those questions. Build-out scenarios, potential impacts and review of available sites were analyzed. At the conclusion of the meeting it was felt among those in attendance that the petition could go forward. Currently, nursing homes, retirement home, and assisted living facilities only allow up to 30 individuals. This proposal would extend to all properties that are currently zoned PI as well as any future PI zoning in Ogden City. The reason for the proposed change is that there is already a workable formula for development of these types of housing (see



**OGDEN CITY PLANNING COMMISSION**  
**October 7, 2015 AGENDA ITEM-**

15-35-5H). The proposed change to the PI zone would allow for an assisted living center to be located in the existing building at 5030 Harrison Blvd.

**What Planning Commission reviews**

The Commission is required to review any change to the zoning code and hold a public hearing when a change to the code is proposed. This is a legislative action and the main area of focus is the promotion of achieving the goals of the general plan and maintaining general public health, safety, and welfare. Review includes the potential impacts to all portions of the city this code amendment may affect.

Upon review by the Planning Commission this item along with the Planning Commission recommendation will be sent along to the City Council for their review, public hearing, deliberation and final action.

**Factors for consideration of action**

**1. Consistency with the General Plan**

The Planning Commission should first consider the general plan goals, objectives and strategies that are identified in the General and Community Plans that pertain to this application.

**7.D.5 Work in cooperation with the private sector to expand the variety of housing types to meet the needs of a diverse community.** The strategy 7.D.5A speaks to “encouraging and supporting development of various housing types and identifying the areas where these types might be appropriate.

**7.D.8 Identify opportunities for inclusion of 4,700 new dwelling units in Ogden to accommodate continued population growth.** The strategy 7.D.8.A speaks to evaluating opportunities and techniques for higher densities along major transportation corridors to facilitate the development of housing units including the utilization of shared green areas and minimizing parking where there is ease access to public transit.

**2. How would this change impact the zoning provisions**

The Planning Commission will also need to consider the implications of the Zoning Code (Title 15 of the Municipal Code) and how it pertains to the application.

- 1. 15-33-5 Professional/Institutional Zone**

Staff researched the development of the Planned Institutional (PI) zone and found no correlation between the cap of 30 individuals and the zone itself. The already established formula establishes a reasonable base of 7,000 square feet for the facilities. This combined with the necessary setbacks, minimum lot sizes, parking standards and landscaping are sufficient safeguards to allow for a quality development. Staff has considered to this type of dwelling use in the PI zone. Currently the formula for allowing a group home of this type is determined by the prescribed formula:

A lot shall contain 7,000 square feet, plus 500 square feet for each bedroom space in excess of four (4), with this space to be devoted to this use and open space with no other uses permitted on site. This means that a facility of 60 persons would need to have 7,000 square feet plus 500 x 60 or 37,000 square feet.

**2. 15-13-26.C Design and Separation of Protective Housing, Rehabilitation/Treatment Facilities, Transitional Housing and Assisted Living Facilities.**

The group homes of any kind would still be subject to the current separation requirements set forth in the code. The facility that initiated this application is the old IHC Behavioral facility at 5030 Harrison Blvd. It is over 1,200 feet from property line to property line along Harrison Blvd. to the approved facility just south of Shadow Valley Drive.

**3. 15-4-5 Development Plan Review Process**

Landscaping, screening and internal traffic considerations will continue to be part of the review process. This is outlined in chapter 4 of the Development Plan Review Process. With the given formula discussed above and the site development standards that pertain to the PI zone and Chapter 4 of the Development Code staff feels sound project review can be attained

As our population ages, we will need to be increasingly receptive to this kind of land use. Uses such as assisted living and nursing homes are categorized as group homes and thus are governed by a separation requirement of 1,000 feet (15-13-26 of the Development Code). This separation requirement acts to prohibit a saturation of a community with this type of use. It should be noted that this amendment would extend to nursing homes and retirement homes as well as assisted living facilities.

**Attachments**

1. Applicant's petition to amend zoning map.
2. Memo from work session.
3. Plat page of a potential assisted living site.
4. Proposed ordinance language.



**OGDEN CITY PLANNING COMMISSION**  
**October 7, 2015 AGENDA ITEM-**

# Planning Division Memo

**Date:** 9-14-15

**To:** Planning Commission

**From:** John Mayer, Planner III

**RE: Work Session:** Discussion of the Professional Institutional (PI) Zone and assisted living type land uses

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The purposes of this memo is to address the issues raised at the August Planning Commission meeting regarding the purpose, and intent of the PI zone and why there was a cap of 30 rooms on assisted living facilities in the PI zone.

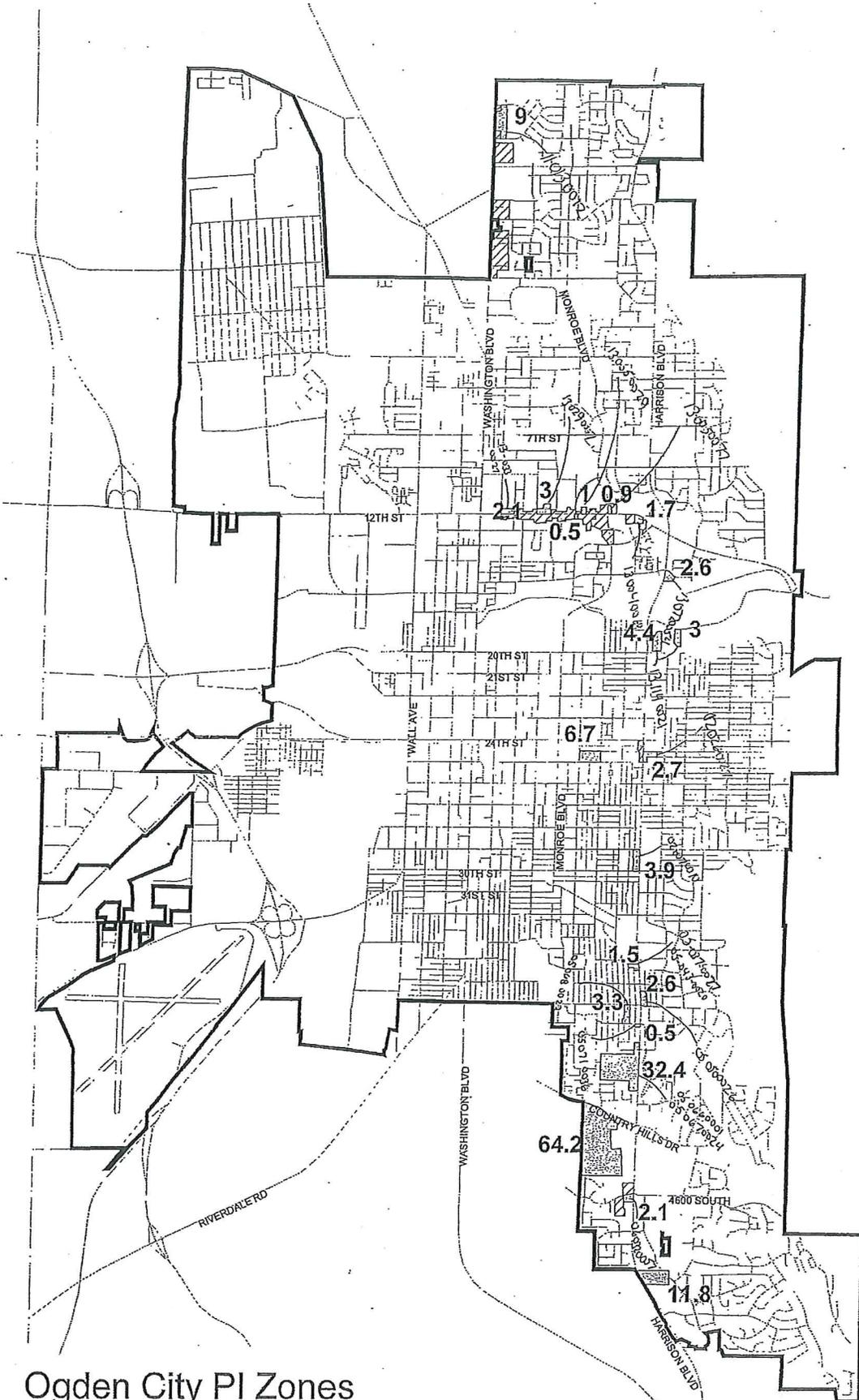
The PI zone was established in 1986 to be a buffer between commercial and residential zoning, primarily in the East Central community. Its focus was to contain "offices for professional services and other related uses". It was hoped this buffer would soften the commercial aspect that was occurring, by establishing a campus like environment along arterial and collector streets. Its use was expanded to address the widening of 12<sup>th</sup> Street by UDOT. In 1992 many areas throughout the city that had been zoned R-4 and R-5 were rezoned to PI, because "office" uses had been removed from the R-4 and R-5 zones.

The primary use of PI has historically been for professional office buildings arrayed in a campus like setting. In the development of the ordinance, it was apparent that certain uses such as assisted living, nursing homes, and retirement homes lend themselves to campus settings. Furthermore, these uses are primarily residential with a strong professional services component. Still, these uses are "conditional" in the PI zone. Since pure residential land uses as seen in the R zones or R-EC zones are not currently permitted (unless previously existing) in the PI zone it is logical that a conditional use permit would be required. This "conditional use" allows for the Planning Commission to attach conditions that address the undesirable impacts that may be associated with this level of residential land use. In review of the PI ordinance there is no direct link to the reason for the 30 bed cap on institutional living facilities other than the formula that is established (7000 square feet plus 500 square feet for each bed over 4) allows for 30 beds on 20,000 square feet which is roughly 1/2 acre, the original minimum standard for PI lots. It should be noted that even in the R-3, R-4 and R-5 multi-family residential zones, these types of uses are conditional. These uses in these traditional multi-family zones are further governed by chapter 13 (15-13-26) as to design and separation requirements.

Staff has assembled aerial photos of the current PI sites throughout the city. There are 21 specific PI zones ranging in size from .5 acres to 64.2 acres. (IHC site). All the sites are built upon, although it is acknowledged that some may be underdeveloped, given their potential capacity. Some of these

sites have already planned for their future expansion (Mckay Dee North subdivision at 3950 Harrison Blvd. and the State office building at 950 E. 25<sup>th</sup> St.), so the likelihood of additional PI sites being considered for assisted living uses is remote.

As a side note, the U.S. Department of Health and Human Services reports that the average assisted living facility across the nation contain 31.5 beds. It should be noted that because of the numerous small facilities (6-10 beds) the numbers are skewed downward. Currently approximately 36% of the facilities house between 26 and 100 beds. If one factors in the certified Medicaid and Medicare facilities which would include nursing homes the average number of beds per facility is 108.



# Ogden City PI Zones



## Legend

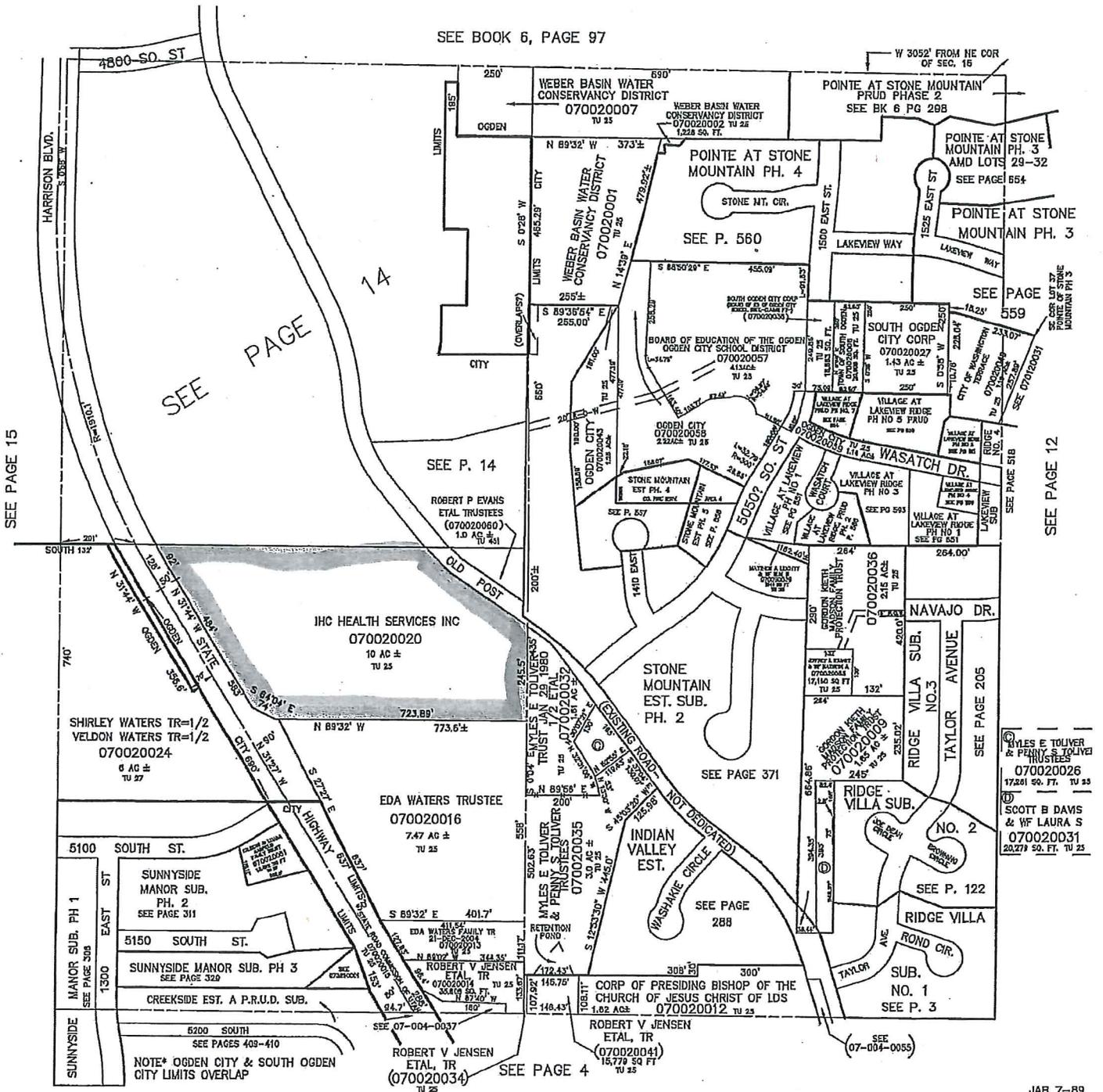
-  PI Zones
-  General Plan Options allowing PI



NW 1/4 OF  
**SECTION 15, T.5N., R.1W., S.L.B. & M.**  
 BURCH CREEK DISTRICT & OGDEN CITY & SOUTH OGDEN CITY  
 SCALE 1" = 200'

TAXING UNITS: 25, 27,451

SEE BOOK 6, PAGE 97





**OGDEN CITY PLANNING COMMISSION  
October 7, 2015 AGENDA ITEM-**

**PROPOSED ORDINANCE LANGUAGE**

H. Nursing Homes, Assisted Living Facilities Or Retirement Homes: The amount of lot area needed for this type of facility is seven thousand (7,000) square feet, plus five hundred (500) square feet for each bedroom space in excess of four (4). This square footage shall be devoted exclusively to this use and its associated open space and no other PI use can use this space. ~~The number of people lodged in an assisted living facility, excluding support staff, shall not exceed a maximum of thirty (30) individuals.~~ Assisted living facilities are subject to the separation requirements imposed in subsection 15-13-26C of this title.



# City Council Meeting COUNCIL STAFF REVIEW

## QUALITY NEIGHBORHOODS INITIATIVE

**DETERMINATION:**                      **Adopt or Not Adopt Joint Resolution**

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### *Executive Summary*

The Council will consider a Joint Resolution authorizing the Quality Neighborhoods Initiative--a comprehensive, targeted approach to addressing core issues affecting the City's neighborhoods by 1) reducing the concentration of low-income or sub-standard housing in the area, 2) increasing the standards of care for residential units, 3) increasing owner-occupancy rates, and 4) increasing property values.

### *Background*

#### **August 17, 2004**

The Ogden City Council adopted Resolution 2004-19 approving and authorizing the implementation of the East Central Revitalization Strategic Plan for Fiscal Year 2004-2005. The objectives of the Plan were as follows:

1. Restore the real estate market values so people can invest confidently.
2. Improve the visual appearance of properties for maximum market impact.
3. Provide flexible incentives for residents to achieve the desired market diversity.
4. Create expectations of quality of design and improved property maintenance.
5. Engage the residents in "ownership" of neighborhood improvement issues and solutions.

To accomplishing this objectives, the Community and Economic Development Department used the following programs and strategies:

1. Homesteads/Infill Housing Construction
2. Homeownership Incentives (Own-in Ogden)
3. Homeowner Rehabilitation Incentives (HOME Loans)
4. Rental Rehabilitation (Unit Reduction)



# City Council Meeting COUNCIL STAFF REVIEW

5. Neighborhood Matching Grants
6. Historic District Designation (Tax Credits)
7. Public Improvements

These programs and strategies were funded with a combination of CDBG Funds, EDA grant funds, Fannie Mae revolving loan funds, and various other non-profit and private funds.

## **March 31, 2015**

The Redevelopment Agency Board held a work session to discuss the Quality Neighborhood Initiative (Initiative). Representatives from Community and Economic Development indicated the goal of the Initiative was to accelerate the revitalization of East Central neighborhoods. The Initiative would use strategies that build on previously established goals and vision for the community:

1. Improving business and economic development opportunities.
2. Improving the quality of life and community in general by creating a place where people want to live.
3. Emphasizing the City's outdoor recreation opportunities.
4. Developing a functional transit system.
5. Improving educational opportunities for residents.
6. Building on Ogden's rich history, architecture and heritage.

To reach this vision, CED proposed a multi-faceted approach to tackling the issues, focusing on efforts that will 1) reduce the concentration of low-income/sub-standard housing in the area, 2) increase the standards of care for residential units, 3) increase owner-occupancy rate, and 4) increase property values. CED hopes to accomplish these goals by using three intervention methods:

1. Targeting:
  - a. Restructuring RDA areas.
  - b. Declaring intent to use authorized municipal authority.
  - c. Building on the bright spots (corridors and feeders).
  - d. Reducing impediments to investment.
2. Resource Development
  - a. Revising and aligning City Ordinances.



# City Council Meeting

## COUNCIL STAFF REVIEW

- b. Accessing existing and developing new funding sources.
- 3. Marketing and Delivery
  - a. Training and educating code enforcement
  - b. Marketing to attract new buyers and convert renters to buyers.
  - c. Expanding parameters to allow quicker property acquisition.
  - d. Developing appropriate incentive programs for development, renovations, etc.

In addition to these efforts, the City and the Redevelopment Agency will make efforts to influence regional growth management policies, state tax policies, and assist the school district in improving student performance by providing safer, more stable housing environments. The City will continue its development efforts in other areas of the City as well to ensure balance.

During the discussion, Board members expressed concern regarding the impacts of the Initiative on the City's most vulnerable populations. Board and CED staff committed to work together to develop an outreach and communications plan for a general audience. The Board asked that the plan include information regarding available social services and other programs for individuals or families impacted by the Initiative.

### **July 22, 2015**

Council Executive Director Bill Cook convened a meeting with a group of key community and faith leaders drawn from the Diversity Connections group. Representatives from the City's CED department presented the Quality Neighborhoods Initiative to the group. After receiving input from the group, Council staff worked to develop a presentation that could appeal to a wider audience. Staff also worked with CED to develop an informational booklet that would be made available to the public and those impacted by the Initiative.

### **November 10, 2015**

This revised presentation and the Resource Guide booklet were presented to the group of community leaders for their review and input. Comments from the group were very positive.



# City Council Meeting

## COUNCIL STAFF REVIEW

**November 17, 2015**

The Council held a work session to review the revised presentation and Resource Guide.

### *Proposal*

The Community and Economic Development department is requesting the Council adopt a Joint Resolution regarding the Quality Neighborhoods Initiative. A corresponding Resolution will be presented to the RDA Board for consideration.

Both Resolutions outline the Qualities Neighborhoods Initiative as follows:

- Outlines the Purpose
  - Serves as a joint statement of intent to undertake a concerted revitalization effort in Ogden's legacy neighborhoods
- Identifies the Mission Statement
- Establishes Guiding Principles
- Establishes Implementing Strategies
- Establishes General strategies Regarding Funding, Action Plans, etc.
- Outlines Primary Functions
  - Sets a framework of principles and guidelines to assist in future development decisions
  - Directs coordination of City resources
- Identifies Funding Sources
  - Existing funding for neighborhood and housing improvements in the HUD Five Year Consolidated Plan
  - Existing infrastructure funding available to neighborhoods
  - Additional funds from BDO Lease Revenue
- Establishes a Project Approval Process
- Establishes Reporting Requirements
- Establishes Five-Year Time Frame With Possible Future Renewals

The strategy document, attached as an Exhibit, outlines in more detail the actions the CED staff will take to implement the Initiative. These are the same strategies presented to the Council in the March 31, 2015 meeting (see above).



# City Council Meeting COUNCIL STAFF REVIEW

CED staff will review the proposed presentation and Resource Guide that will be presented upon invitation or as needed to the larger Ogden Community.

## ***Other Impacts/ Considerations***

The comprehensive Quality Neighborhoods strategy, if adopted, would impact City resources such as future Fiscal Year Budgets, the Five Year Consolidated Plan (CDBG Funds) and the Capital Improvement Plan (BDO Lease Revenue Funds). The Quality Neighborhoods strategy also anticipates the redirection of other resources, as needed, to meet the objectives of the Quality Neighborhood strategy.

## ***Question***

Please review the Quality Neighborhood Initiative and the potential impact to the community, if approved.

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**Board Staff Contact: Janene Eller-Smith, (801)629-8165**

**JOINT RESOLUTION NO. 2015-29**

**A RESOLUTION OF THE OGDEN CITY MAYOR AND THE OGDEN CITY COUNCIL  
ADOPTING THE QUALITY NEIGHBORHOOD INITIATIVE FOR URBAN RENEWAL  
RELATED TO THE CITY'S LEGACY NEIGHBORHOODS.**

**WHEREAS**, the City Council and Mayor share a combined vision of urban renewal which includes improving business & economic development opportunities; improving the quality of life in the community; leveraging key natural assets by focusing on outdoor recreation events, activities and businesses; developing a robust community transit system; improving educational opportunities; and building on the foundation found in the rich history, architecture, and heritage of the City; and

**WHEREAS**, the outcomes of this combined vision can be synthesized into a desired result known as Quality Neighborhoods; and

**WHEREAS**, the Council and Mayor agree that certain key components of a Quality Neighborhood include the development of a variety of land uses including commercial, residential, mixed-use, and open space; accommodating multi-modal transportation methods; retaining the visually interesting elements of the community through historic preservation and appropriate site design; encouraging and supporting a diverse population; encouraging meaningful citizen interaction and social activities by providing key community connection points; creating a secure and safe environment through community involvement; and promoting economic sustainability with a strong tax base, smart, effective policies and ordinances, and quality educational opportunities; and

**WHEREAS**, the Council and Mayor acknowledge that certain characteristics of downtown neighborhoods impede development of Quality Neighborhoods; and

**WHEREAS**, the Council and Mayor desire to mitigate or otherwise address such impediments through adoption of a multi-faceted strategy built upon the combined vision of the principles and components of Quality Neighborhoods.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Ogden City Mayor and Ogden City Council that:

1. A Quality Neighborhoods Initiative ("**Initiative**") is developed as a joint statement of intent to undertake a concerted revitalization effort in Ogden's legacy neighborhoods. The Initiative includes:
  - a. A Mission Statement to drive the vision.
  - b. Guiding Principles to infuse purpose into the strategies.
  - c. A Framework of objectives to be met by implementing strategies.

- d. General Strategies to provide an outline for the funding, action plans, projects, and programs to be undertaken.
2. Primary Functions of the Initiative
    - a. The Initiative creates a framework of principles and guidelines for decision making regarding the location, nature, and intended outcomes of revitalization projects and programs.
    - b. The Initiative identifies and facilitates coordination of City resources, including funding, ordinances, and interdepartmental priorities, and coordination of other services for individuals and families directly impacted by changes brought about by implementation of the Initiative.
3. Funding
    - a. Existing funding for neighborhood and housing improvements in the HUD Five Year Consolidated Plan are consistent with and fall within the scope of the Quality Neighborhoods Initiative.
    - b. Existing infrastructure funding available to neighborhoods involved in this Initiative will be coordinated with other project funding to maximize neighborhood impacts.
    - c. Additional funds from BDO Lease Revenue are anticipated to be allocated towards the Quality Neighborhoods Initiative in the amount of \$1,000,000 each year for five years beginning in Fiscal Year 2017, or as funds become available.
4. Ogden City Redevelopment Agency (“RDA”) Involvement
    - a. The Initiative will be presented to the RDA Board for adoption.
    - b. The Mayor and City Council support the RDA in undertaking Initiative projects located in RDA districts.
    - c. City funding anticipated in the Initiative may be transferred to the RDA to facilitate Initiative projects undertaken by the RDA.
    - d. The RDA will follow the Initiative provisions and program guidelines adopted by the City Council and Administration in the undertaking of Initiative projects and in the use of Initiative funding.
5. Project Approval
    - a. Projects subject to established program guidelines are subject to the respective approval processes for the City and the RDA.
    - b. Projects anticipated by the Initiative that do not have established Council-approved program guidelines will be reviewed and considered by the Council.
6. Reporting
    - a. An annual report of activities and funding will be provided each year on a schedule concurrent with the Community Development Annual Action Plan Report.
    - b. Initiative projects shall also be included in the RDA Annual Report where appropriate.

7. Timing

a. The Quality Neighborhoods Initiative will be implemented over a five-year period, beginning in Fiscal Year 2017, or as funding becomes available, with a review and discussion for possible renewal in Fiscal Year 2022.

8. The Quality Neighborhoods Initiative attached hereto as Exhibit A is hereby adopted and approved, and the Mayor is hereby authorized to implement the strategic plan.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
COUNCIL CHAIR

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM: 

**Exhibit A**

Quality Neighborhoods Initiative

# Quality Neighborhoods Initiative

## MISSION

**To stabilize and revitalize Ogden’s neighborhoods as “neighborhoods of choice” by establishing a pattern of public investment that catalyzes desirable and appropriate community development.**

Quality Neighborhoods are healthy neighborhoods that include the following summary components (See Appendix A for additional characteristics):

- **Variety** (commercial / residential / mixed-use / usable open space)
- **Multi-modal transportation** (pedestrians / bicycles / drivers)
- **Visual interest and memorable experiences** (quality site design and architectural features / preserved historic elements / diverse population)
- **Meaningful citizen interaction and social activities** (open Space / public space / community connection points)
- **A secure and safe environment** (community involvement / decent, affordable housing / low crime rate)
- **Promotes economic sustainability** (adaptability / longevity / strong and developing tax base / quality educational opportunities)

## GUIDING PRINCIPLES

An active and vibrant public and private investment environment is critical to the development of Quality Neighborhoods. Accomplishing this in challenged neighborhoods involves identifying existing or potential locations of concentrated strength, removing impediments to their success, and building on them with targeted, focused investments. Successful interventions will:

1. **Concentrate resources and target interventions** to establish and encourage investment in the components that make up a Quality Neighborhood.
2. **Focus on creating communities of choice** by promoting and supporting an environment of unique homes with general market demand.
3. **Identify and build on strengths** by focusing on areas exhibiting a higher degree of Quality Neighborhood characteristics, by investing in historic structures, and preserving and promoting architecture that contributes to the unique character and value of legacy neighborhoods.
4. **Build confidence in the market** by maintaining critical momentum through appropriate velocity and scale of investments.
5. **Overcome impediments to success** by establishing a strong declared intent to the public that the City will take steps necessary to assure quality projects are supported.

## FRAMEWORK

1. **Market Values:** Address the imbalance between the inventory of substandard housing and the smaller inventory of existing and new market rate housing that creates a demand for housing within the neighborhood. Substandard housing will be reduced or eliminated by making existing houses safe and code-compliant, and by implementing strategies that will restore real estate market values. Restoring market values will allow people to invest confidently in historic housing within these neighborhoods. Such strategies will increase private investment, reduce the rate of disinvestment, and improve the standards of care in homes and apartments.
2. **Neighborhood Targeting:** Maximize the impact of funding and revitalization efforts by establishing neighborhood target areas that may show signs of blight but exhibit a higher degree of Quality Neighborhood characteristics. Create a master urban renewal area (“URA”) in the East Central Planning Community, with imbedded staged implementation areas, to facilitate project development and financing. Target areas may also be established to synergize with a public or private improvement project. Considerations for boundaries include, but are not limited to, neighborhood identity, stakeholder participation, revitalization needs, and funding levels.
3. **Property Targeting:** Focus on areas of concentrated blight and increase the rate of owner-occupancy by targeting specific, influential historic properties for renovation or conversion. Quality neighborhoods with predominantly single family housing have a high owner-occupancy rate. Select properties that will offer maximum visual market impact. This targeted approach is much different than the concept of repairing as many houses as possible in as large an area as possible.
4. **Recipients:** Do not focus only on houses and households with greatest needs. Respond to severe problems, but focus on houses and diverse homeowners with good potential for strengthening prices and raising housing maintenance standards. Select projects which help balance and create healthy diversity in neighborhood income levels.
5. **Programs:** Develop a variety of flexible financial incentives to support the mission and its objectives. In addition to stabilizing and improving the affordable housing stock, programs will focus on creating a mix of market rate owner-occupied and rental housing at levels comparable to regional levels. Although subsidized rental housing is a critical element of the housing resource, rent subsidy programs must be used as a neighborhood **revitalization tool**, and not as a way to build inventory.
6. **Funding:** Develop new and innovative funding sources to implement strategies. These will include on-going BDO Lease Revenue allocations, State funding, Community Reinvestment Act investments, as well as private and other non-governmental funding.
7. **Standards:** Address conditions contributing to blight. Evaluate, update, and coordinate relevant City ordinances. Rather than simply enforcing minimum standards, create expectations of quality rehabilitation, maintenance and good design.

8. **Marketing and Delivery:** Market targeted neighborhoods, encourage block projects, pride in community, and resident leadership. Enhance delivery efforts through City interdepartmental coordination, as well as coordination with outside groups and stakeholders.

## GENERAL STRATEGIES

To plan for the use of federal Housing and Community Development Block Grant dollars, Ogden City adopts a Consolidated Plan every five years, and an Action Plan each year. Ogden City adopts Community Plan Elements as a function of its General Plan. Ogden City has also adopted an East Central Revitalization Strategy. The following General Strategies bring these various plans and strategies together in a focused manner to implement an overarching Quality Neighborhoods approach to revitalizing neighborhoods in Ogden.

### Targeting

1. **Geographic Targeting:** Success of the East Central Planning Community has the greatest effect of any neighborhood on the economic viability of downtown Ogden because of its proximity to the downtown. Within this context, the greatest opportunity for success lies in geographically targeting neighborhoods and potential project sites that currently demonstrate a higher degree of Quality Neighborhood attributes and build on these “bright spots.” The neighborhood between Harrison and Monroe Boulevards and 23<sup>th</sup> and 30<sup>th</sup> Streets is one of the priority areas. The Jefferson Avenue Historic District and adjacent properties east and west of the District is another priority area. The area surrounding the Dee School is preparing for transition, and is another priority area. Other priority target areas and project sites may be selected based upon need, opportunity, and funding.

A. Focus on improvements at the block level to maximize their impact. Attempt to impact at least 15% of properties on each block to achieve the critical mass needed for change. Coordinate housing improvements with all other neighborhood improvements, infrastructure improvements, and services.

B. Identify highly visible properties along the entry corridors of 23<sup>rd</sup>, 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> Streets and Harrison Boulevard that need reinvestment or occupancy changes to improve the neighborhood. Give priority to these property improvements.

C. Continue the revitalization efforts that began in the Eccles Historic District and radiate out in all directions within the priority target area.

D. In the Dee School neighborhood, identify and invest in properties available for renovation and resale, as well as properties suitable for infill development as a means of increasing owner-occupancy and elevating neighborhood design and maintenance standards. As the new Dee School is built, maximize the neighborhood impact by undertaking a well-designed housing infill project.

E. Facilitate the success of existing neighborhood organizations and foster new Neighborhood Watch organizations to encourage citizen participation in planning and implementing neighborhood revitalization efforts.

F. Implement *Section D. - Community Plan Implementation* - of the East Central Community Plan section of the General Plan.

2. **Property targeting:** High profile “eyesore” properties are impediments to the success of other projects and need to be improved or redeveloped. A significant percentage of these properties need to be improved to create the critical mass needed for change.

A. Develop infill housing in target areas with designs that are compatible with and enhance the scale and character of existing housing. Pricing should be on the leading edge of the market.

B. Purchase, rehabilitate, and resell problem properties primarily in target neighborhoods and entry corridors. Partner with nonprofit organizations and private developers to increase capacity and the number of homes impacted.

C. Continue to implement the “HUD Asset Control Area” program for the purchase of HUD foreclosures for rehabilitation and resale.

D. Continue the Home Exterior Loan Program to encourage existing owners to address needs such as roofs, porches, paint, windows, concrete, fencing, and sprinklers, improve the overall appearance of the neighborhood, and restore confidence in the market.

E. Utilize the Unit Reduction Program to eliminate apartments in converted homes with the goal of restoring the homes back into owner occupancy.

F. Focus the Rental Rehabilitation Loan Program on properties that were originally built as apartments, and that have strategic or historic importance in target neighborhoods.

G. Maintain the Emergency Home Repair Program as a safety net for home repairs on properties owned by low and moderate income households.

H. Provide increased focus of zoning and housing code enforcement to meet the purposes of re-establishing neighborhood standards and reconnecting neighbors.

I. Enforce the relative ordinances on dangerous/vacant buildings. Provide prompt decisions for rehabilitation or demolition.

3. **RDA Restructuring:** Evaluate the RDA districts in the East Central area for closure or restructuring into a new master district. Draft and get approved the state legislation needed to allow the creation of a new master district in the East Central area. This would streamline the process and allow for the staged implementation of smaller sub-areas in a coordinated and timely fashion. Establish the declared intent to use RDA authority under the strictly controlled processes outlined by State law, to acquire properties in support of approved projects after all other remedies are exhausted. Availability of this tool is critical to implementation of the Initiative. Actual use of the authority would require a separate vote of the RDA Board.

## Resource Development

### 1. **Ordinance Support:**

A. Update and align the Ogden City ordinances relating to housing, buildings and neighborhood standards. Relevant ordinances include the following: Substandard Buildings, Vacant Buildings, Demolition by Neglect, Dangerous Buildings, Good Landlord, Land Banking, Receivership, Nuisance Abatement, and the entire Zoning Code.

B. Increase the effectiveness of enforcement. Establish training parameters and enforcement procedures to teach effective implementation of ordinances.

2. **Funding Support:** Provide consistent and adequate incentive capital to give targeted areas an advantage. The program guidelines associated with this Strategy enable the City Council to establish parameters which allow staff to act quickly to address opportunities for investment of City funds. Further Council approval is needed only after predevelopment work is completed on larger development projects.

A. BDO Lease Revenue Appropriations: Five year priority of \$1 million dollars annually. Primary uses will be for pre-development and other costs related to infill housing, stabilization of market rental housing, and housing purchase/resale in support of infill projects.

B. State Funding: Request that the State Legislature allocate funds for the Unit Reduction Program to accelerate the progress of converting homes back to their original single family condition.

C. Private & Non-Governmental Funding: Develop relationships and means for Utah Banks to invest Community Reinvestment Act allocations into Ogden City projects, and other initiatives in support of this Strategy.

D. Historic Rehabilitation Tax Credits: Develop a new program which assists owners of properties listed on the National Historic Register to utilize the income tax credits available to them through their investment in eligible home repairs.

E. Redevelopment Tax Credit: Develop draft Utah legislation which would establish a state income tax credit granted to owners of blighted properties that are redeveloped.

F. Land Bank Authority: Develop draft Utah legislation which would authorize creation of a legal entity that could acquire and hold properties that would otherwise go to tax sale for future development. .

G. Grant Writing: Establish an ongoing effort to research and write grant proposals for federal and other funds which meet the goals and objectives of this Initiative.

3. **Infrastructure Alignment:** Coordinate infrastructure improvements with neighborhood improvements and development projects for maximum effectiveness. Study public parks, public lighting, and proper maintenance of public spaces as a backdrop for future funding decisions.

4. **Social Programs:** Provide a link to and continue support of social programs that enable City residents to increase and maximize personal opportunities.

## Marketing & Delivery

1. **Market Targeting:** Implement a marketing campaign to attract middle-income homebuyers and long-term renters from outside the neighborhoods and keep the stable owners and renters from leaving the neighborhoods.

A. Continue to implement the Own In Ogden Program to increase owner-occupancy rates in the target area. Identify funding for use in the Own in Ogden program for households with incomes of 80% Area Median Income and above.

B. Use CIP, CDBG and other funds for public improvements which improve neighborhood appearance and increase curb appeal of homes in the neighborhood.

C. Survey the neighborhood to identify strong families committed to the neighborhood.

D. Increase homeownership in the targeted neighborhoods to achieve ratios comparable to regional ratios.

E. Develop leadership-training symposiums targeted to East Central residents. Partner with Weber State University or the University of Utah to present leadership workshops.

F. Develop a marketing program with realtors, neighborhood organizations, residents, etc....which includes newsletters, flyers, booths at community events, special newspaper articles, a neighborhood fair, etc.

G. Develop a housing partnership with Weber State University to encourage students, faculty and administrators to meet their housing needs by choosing East Central and other established target neighborhoods for their residency.

H. Establish pioneering assistance funds and employer outreach programs to provide incentives for employees to purchase homes in East Central.

2. **Training & Education:** Implement Code Enforcement Officer training to enforce the new or coordinated ordinances. Establish awareness of the ordinances among other City staff involved in neighborhoods and housing, and involve them in the reporting process.

3. **Opportunity:** Policies and procedures adopted by the City Council will establish broader parameters to allow staff to take advantage of development and regeneration opportunities as they arise.

## Appendix "A"

### Additional Quality Neighborhood Characteristics

#### Demographic Characteristics

1. Contain a mix of incomes with ratios close to regional trends.

#### Housing Characteristics

1. A mix of housing options is available to meet the needs of various household sizes and incomes.
2. Owner-Renter ratios are comparable to regional ratios.
3. Value trends are comparable to regional trends.
4. Housing is occupied at or below designed capacity.
5. Long-term vacant structures do not exist.
6. Private property is maintained in good repair. Rentals are visibly indistinguishable.
7. Housing design is compatible with and enhances the scale and character of existing housing.
8. Unit density is appropriate to neighborhood needs and characteristics.

#### Social Characteristics

1. Neighborhood is organized into associations which provide opportunities to develop identity, effect change, and access community and other resources.
2. Neighbors are provided with opportunities to be involved in regular social and recreational events.

#### Environmental Characteristics

1. Area is reasonably quiet and not subjected to excessive traffic, industrial or other noise.
2. No disproportionate environmental hazards or nuisances exist.
3. There is a low level of crime achieved through neighborhood watch, community policing, and citizen commitment.
4. A dispersed traffic flow is facilitated by grid network with calming to accommodate and promote pedestrian and bicycle traffic.

#### Facilities and Services

1. Infrastructure is maintained.
2. Recreational facilities, both active and passive, are accessible.
3. Quality public transit is easily accessible.
4. High quality and well maintained schools serve residents.
5. Commercial services necessary to meet daily needs are available with no incompatible uses.
6. Work opportunities are within a reasonable distance.
7. Civic and governmental facilities and services are easily accessible.



# Ogden City Quality Neighborhoods

ESTABLISHING A FOUNDATION FOR THE FUTURE

# Presentation Summary



- ▶ Why Quality Neighborhoods?
- ▶ What It's Not and Why?
- ▶ What Is It?
- ▶ Who Will It Impact?
- ▶ When Will It Happen?
- ▶ How Will the City Communicate?
- ▶ Who Are Our Partners?

# Guiding Vision for Quality Neighborhoods



- ▶ **Improving Business & Economic Development Opportunities**
- ▶ **Improving Quality of Life**
- ▶ **Creating Communities - Places Where People Choose to Live**
- ▶ **Continuing the Emphasis on Outdoor Recreation**
- ▶ **Continuing Transit System Development**
- ▶ **Improving Educational Opportunities**
- ▶ **Building on the Foundation of Ogden's Rich History, Architecture, and Heritage**

# Why Quality Neighborhoods?

## Community Building Through Improved Housing Options!

- ▶ Ensuring citizens have a livable, safe home environment
  - ▶ Children do better in school
  - ▶ Family relationships are better
  - ▶ Communities are healthier



***OGDEN: A COMMUNITY OF CHOICE!***

# What It Is Not!

## Not A New Social Program



- ▶ The City will focus on what the City does best-- reclaiming and preserving heritage neighborhoods and providing essential City services
- ▶ Social issues will be address by the City's partners
- ▶ City staff will link citizens with other service providers

# What It Is Not!



## GENTRIFICATION:

*Noun: gen-tri-fi-ca-tion    Pronounced jen-tre-fe-ka-shen*

The process of renewal and rebuilding accompanying the influx of middle-class or affluent people into deteriorating areas that displaces poorer residents.

***WE WANT OUR RESIDENTS TO  
STAY AND CONTINUE TO  
INVEST IN THE COMMUNITY!***

# What It Is!



## Quality Neighborhoods Elements

- ▶ Variety of housing choices, neighborhood retail, support services
- ▶ Accommodates multi-modal transportation (pedestrians, cyclists, vehicles)
- ▶ Visually Interesting features--architecture, art, trees, lighting, etc.

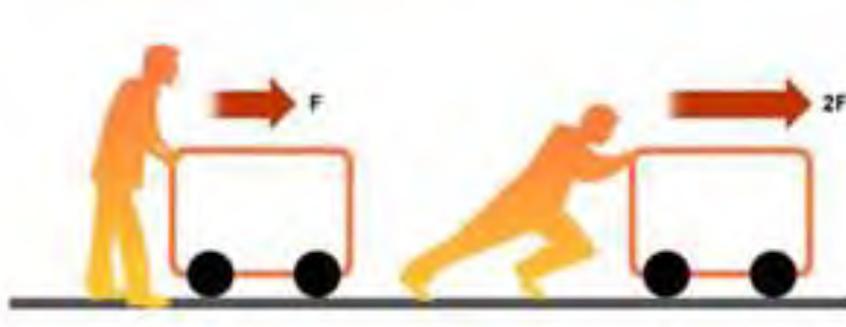
# What It Is!



## Quality Neighborhoods Elements

- ▶ Encourages and facilitates social interaction by providing great public spaces, outdoor activities, and community connection points
- ▶ Provides a safe, secure environment
- ▶ Promotes sustainability - Quality educational opportunities, stable households, multi-generational opportunities

# What It Is!



## Acceleration of the City's Existing Programs

- ▶ Unit Reduction Program
- ▶ Infill Housing Program
- ▶ HUD Home Rehabilitation Program
- ▶ HELP Program
- ▶ HOME Program
- ▶ Own In Ogden Program  
(Down Payment Assistance)

\$50 Million To Date!



# What It Is!

## Infill Housing Focuses on “Opportunity” Properties

- ▶ Vacant homes
- ▶ Vacant properties
- ▶ Other properties on the market



# What It Is!



Turning This . . .



Into This !

# What It Is!



Turning This . . .



Into This !

# What It Is!



Promoting This!

# What It Is!



## Quality Neighborhood Goals

- ▶ Increase owner-occupancy rate
- ▶ Reduce the number of households in poverty
- ▶ Attract private investment
- ▶ Increase the standards of care of homes and apartments

# Quality Community

## Quality Neighborhoods

- Housing options
- Economic diversity
- Access to transit
- Public space and community connection
- Safe and secure
- Neighborhood revitalization



Ogden City and  
Private Developers

## Quality City Government

- Excellent public services
- Focused use of resources
- Community partners
- Diversity initiative
- Public involvement



Ogden City

## Quality Social Programs

- Libraries
- Health programs
- Housing and food assistance
- Volunteer opportunities
- Homeless services
- Employment aid



Partners

## Quality Education

- Scholarships through WSU and OWATC
- STEM focus to meet workforce demands
- OSD programs
- Community education programs
- Career links



Partners

*A Foundation for the Future*

# What It Is!

## Quality Neighborhood Multi-Faceted Approach

- ▶ Strengthen existing City ordinances
- ▶ Provide additional project and program funding
  - City, State, Federal, Private
- ▶ Focus on essential infrastructure
  - Street lighting, Parks, Sidewalks, Streets



# What It Is!

## Quality Neighborhood

## Multi-Faceted Approach *(Cont.)*



### ► Coordinate with Service Providers

- Partner with local social services providers to address underlying issues of poverty
- Partner with educational institutions to provide education and job training
- Partner with other governmental agencies to maximize program availability

# What It Is!

## Quality Neighborhood

## Multi-Faceted Approach *(Cont.)*



### ► Promote Educational Opportunities

- Ogden City School District
- Ogden Weber Tech College
- Weber State University
- Stevens Henagar and Other Private Educational Institutions

# What It Is!

## Quality Neighborhood

## Multi-Faceted Approach *(Cont.)*



### ► Create and Promote Job Opportunities

- Utah Department of Workforce Services
- Hill Air Force Base
- Business Depot Ogden
- Various Outdoor Recreation Companies
- Other Retail Business

# What It Is!

Quality Neighborhoods

Job Creation

## Parallel Development Activities - Job Creation

- ▶ 12<sup>th</sup> Street Corridor
- ▶ Junction Expansion
- ▶ Ogden Business Exchange
- ▶ The Cannery on 24<sup>th</sup>
- ▶ TOD on Wall Avenue
- ▶ 17<sup>th</sup> and Wall Avenue
- ▶ Airport Expansion
- ▶ Union Station Renovation/Development

# Who Will It Impact?

“A rising tide lifts all boats.”

John F. Kennedy



All City residents will  
Benefit from Quality  
Neighborhoods!

# Who Will It Impact?

Vibrant Neighborhoods = Vibrant Downtown

Vibrant Downtown = Successful Businesses

Successful Businesses = A Higher Tax Base

A Higher Tax Base = Improved City Services



# Who Will It Impact?

- A few individuals or families
- Those impacted may be assisted by City staff

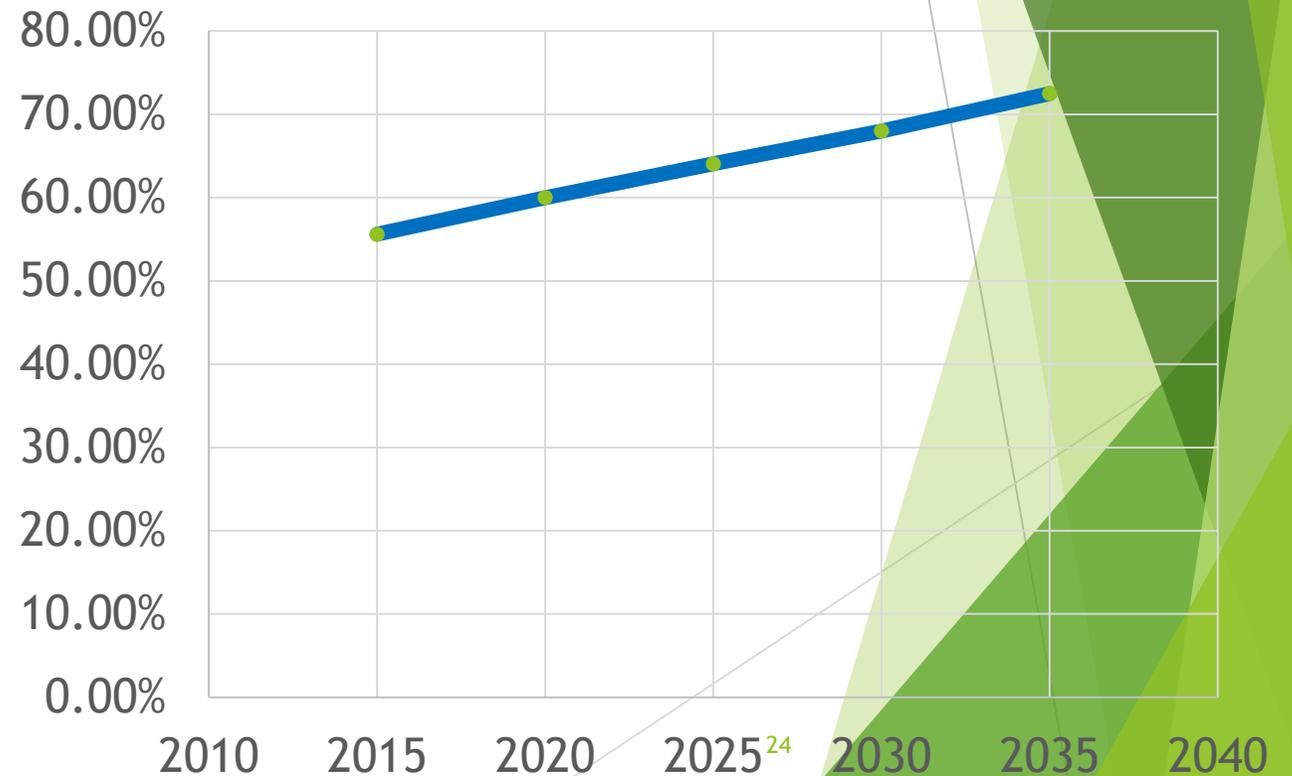


# When Will This Happen?



- A Multi-year (Multi-decade!) Effort
- Timing Dependent on Opportunity and Funding Availability

Target for Home Ownership in East Central



# How Will the City Communicate?



## Regular Communications Processes

- City Council Agendas
- Planning Commission Agendas
- Mayor's Administrative Review Meeting (MARM) Agendas

Get on the Council's E-mail List or Visit the  
City's Website Regularly!

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

# Our Partners



- ▶ Ogden School District
- ▶ Weber State University
- ▶ United Way
- ▶ Cottages of Hope
- ▶ Weber Human Services
- ▶ Ogden Housing Authority
- ▶ Division of Work Force Services
- ▶ Neighborhood Watch and CERT Organizations
- ▶ Diversity Coalition
- ▶ Various Church and Church Leaders

# Our Partners



*YOU!*

**DRAFT**



***Ogden City***

# **Resource Guide**

**For housing, employment, business,  
education, health and safety**

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*Cultivating a choice community  
through quality neighborhoods*



# Ogden City Resource Guide

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This guide outlines many of the resources and services available within the Ogden community. It describes resources provided by Ogden City and other local entities that are available for housing, employment, business, education, health and safety.

Additional information about these and other resources is available through the Ogden City Information Desk: call: (801) 629-8000; or visit: [www.ogdencity.com](http://www.ogdencity.com).

November 20, 2015



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## Housing

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Ogden City works closely with the U.S. Department of Housing and Urban Development (HUD) to offer a variety of programs for neighborhood development and home improvement. Ultimately the goal is to create quality neighborhoods where people want to live.



The city is proactively involved in neighborhood revitalization through completing housing projects that increase the supply of quality and affordable housing. The assistance offered through these programs can help targeted areas to become neighborhoods of choice.



**Home Sweet Ogden**—This program helps to revitalize neighborhoods by offering the sale of new and renovated homes to owner-occupant buyers in Central Ogden. The city works to identify and improve unoccupied homes that can be renovated or that may need to be removed and reconstructed because of safety concerns. — (801)629-8940

# Home Sweet Ogden

Types of properties available under this program:

## Asset Control Area

HUD repossessions that are acquired by Ogden City and remodeled.

## Rehabilitations

Homes Purchased and remodeled by Ogden City.

## New Homes

New homes built in older neighborhoods with consistent with historic styles.

**Own In Ogden**—This loan program assists home buyers with the down payment or closing costs of purchasing a home. Residents can access \$3,000 or \$5,000, depending on the location of the home, in down payment assistance to purchase a home within the Central Ogden area. — (801)629-8940

**Emergency Home Repair Program** — Low-interest loans are available throughout the city to assist low and moderate-income homeowners with emergency home repairs. — (801)629-8940



**Rental Assistance**— Ogden Housing Authority provides a rental assistance voucher program to allow families to afford rent for decent, affordable and safe housing. — (801)627-5851

**Home Exterior Loan Program (H.E.L.P)**—Homeowners can apply for low-interest home repair loans to preserve and enhance existing homes in Ogden. These loans can be used for painting, roof repair, landscaping and other projects that contribute to neighborhood beautification. — (801)629-8940

**Dial-A-Dumpster**— Five or more neighbors can request to have a dumpster delivered to a centralized location to aid in general clean-up efforts. This program helps residents to keep their yards and neighborhoods clean and is generally offered free of charge.

— (801)629-8271

**50/50 Concrete Replacement**—

The city offers a 50/50 Concrete Replacement Program which provides residents with an immediate and economical way to repair or replace broken sidewalks and/or curb and gutter on their property. Ogden City and the property owner each pay for half of the concrete replacement.

— (801)629-8330



**Homeless Services**—There are a variety of services available to provide help and support for residents who experience homelessness in the Ogden community.

*Lantern House:* Provides shelter, food and critical emergency services to Ogden's homeless residents.

— (801)621-5036

*Ogden Rescue Mission:* Provides shelter, an addiction recovery program and food services. — (801)399-3058

*Your Community Connection (YCC):* Serves as a family crisis center and offers a transitional housing program for homeless families. — (801)689-1726





## Employment

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The availability of employment opportunities is vital to the success of Ogden's economy. Ogden City is making extensive efforts to recruit and retain quality employment opportunities for residents.

**Utah Department of Workforce Services (DWS)** —Information about local job opportunities is available on the DWS website: [jobs.utah.gov](http://jobs.utah.gov). Through these services, residents can explore careers and access resources for job training and preparation. DWS also provides information about services that are specifically geared toward helping military veterans. — 1(866)435-7414

**Weber Basin Job Corps Center** —Job corps is a no-cost educational and career technical training program that helps young people, ages 16-24, improve the quality of their lives through job training and placement. — (801)479-9806

**Disability Resources** —EnableUtah helps children, teens and adults with disabilities to access quality learning activities and job placement opportunities. — (801)621-6595



## Business

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**B**usiness and economic development are important priorities for Ogden City. The City’s Business Development Division offers numerous programs that assist with business start-up and development.

**Small Business Loans**— Those who own or who are interested in starting or expanding a small business in Ogden can apply to receive a loan to assist with this process. — (801)629-8604

**Business Information Center (BIC)**—Ogden City’s Business Information Center (BIC) offers business counseling services, through Service Corps of Retired Executives (SCORE), and low-cost office space with very flexible lease rates. The BIC also offers a multi-media conference room and classroom space free of charge. — (801)629-8604

### **Weber State Downtown**

*Small Business Development Center*—This center provides one-on-one confidential evaluations and guidance by knowledgeable advisors with real-life business experience. They assist clients with all aspects of business ownership. — (801)626-7232

*Start-up Ogden*—This program provides small business mentoring and scholarships for a software development course. — (801)626-7232



## Education

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Ogden City is fortunate to have many excellent educational providers within its community. The city recognizes the vital role that Weber State University (WSU), Ogden-Weber Applied Tech College, Ogden School District, and all other local schools play to provide meaningful educational opportunities for residents.

### **Enrollment/Admissions**

*Ogden School District* — (801)737-7300

*WSU* — (801)626-6743

*Ogden-Weber Tech College*— (801)627-8300

**Scholarship programs**—WSU and Ogden-Weber Tech College offer scholarship opportunities to encourage underrepresented students to pursue and successfully complete post-secondary education. These programs are intended to allow residents at any income level to have access to advanced learning opportunities. — WSU Education Access & Outreach: (801)626-7006; and/or Ogden-Weber Tech College Scholarship and Financial Aid Office: (801)627-8327

**LDS Immigrant Welcome Center**—This center offers information about work, legal affairs, food, housing and shelter, social services and English classes, regardless of religious affiliation.

**English Second Language (ESL) Courses**—Weber County Library offers courses to help residents to read, speak and write in English as a second language. The program is open to adults and seniors, and also welcomes the involvement of community volunteers. — (801)337-2632

As part of its curriculum, Ogden School District provides a dual-language immersion program which allows students to build academic and language fluency in both English and Spanish. — (801)737-7300

**WSU Community Education Center**—This center is for anyone looking to earn a college degree. The bilingual staff is available to help break down social barriers to education. The goal of the center is to help under-represented community members gain access to higher education. The Center offers free college enrollment guidance and Spanish GED and ESL courses for a nominal fee. Free childcare is also available for participating families. — (801)626-7911

**Arts in the Park**—This is a free program that allows children to explore visual and performing arts through hands-on activities. The program visits six different Ogden City parks for one week at a time during the summer months and is a collaborative effort between the WSU Colleges of Arts and Humanities, Education, and Social and Behavioral Sciences, the Center for Community Engaged Learning and the Ogden City Schools summer lunch program. — (801)626-6782

**Science in the Parks**— Science in the Park is an interactive outreach program designed for children of all ages, especially preschool through middle school. The free program visits six parks each summer in the Ogden area, in conjunction with Ogden School District’s free summer lunch program. Each week the program visits a different park, and each day of the week it presents a different collection of interactive, playful, and fun science activities. — (801)626-7711



**Weber County Library**—The library offers a range of informational resources and services. It provides reading, audio and visual materials, computers, Internet, printing services, youth and adult programs and meeting rooms.

**WSU Continuing Education**—WSU Continuing Education provides numerous learning opportunities that range from professional certifications to personal hobby related courses. — (801)626-6600

### **Preschool Programs**

*YMCA*—The Ogden YMCA offers a preschool education program for children ages 3-5. — (801)839-3385

*Head Start*—Ogden Weber Community Action Partnership (OWCAP) offers preschool education opportunities as a service to low-income families in Weber County. — (801)399-9281

### **Afterschool Programs**

*YMCA*—The Ogden YMCA provides an after school program at Lincoln, Bonneville and Hillcrest Elementary Schools. This serves everyone in the community, and YMCA provides free transportation to and from Hillcrest and Bonneville Elementary Schools. Financial aid is available for low-income families who participate in the program. — 1(877)690-9622

*Boys and Girls Club*—The Boys and Girls Club provides an after school program at Odyssey Elementary School. — (801)627-2071





## Health and Safety

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Health and safety are critical components of a thriving community. The Ogden City Police and Fire Departments are dedicated to providing safe neighborhoods and an overall quality community environment. Weber County, the State of Utah and the United States Federal Government also provide various services that promote the overall quality of life of Ogden residents.

**Your Community Connection (YCC)**— The YCC offers many invaluable services to the Ogden community. The center provides family assistance programs, food and clothing distribution, and child and senior care options. — (801)392-7273

**Midtown Community Health Center**—This center provides affordable, needs-based healthcare to underserved community residents in Northern Utah. Residents are able to access medical, dental, behavioral health and pharmaceutical services. Patients of all ages and cultural backgrounds are served, and translation services are available. Care services are coordinated to determine eligibility for government programs and services or other financial assistance programs. — (801)393-5355

**Intermountain McKay-Dee Porter Family Practice**—This clinic is located at McKay-Dee Hospital and provides access to affordable medical care for individuals of all ages. — (801)387-5300

**Utah Department of Child & Family Services**—This resource allows families and children to receive parent education, budgeting help, crisis intervention, sex abuse treatment and mental health therapy. — (801)538-4100

**Personal Health Services**—Weber-Morgan Health Department provides a wide array of personal health services including cancer screening for women, cardiovascular risk screening, immunizations, Sexually Transmitted Diseases and AIDS testing, blood pressure checks, pregnancy testing and immigration medical exams. Many of these services are provided free of charge or available at a discounted rate based on income eligibility.— (801)399-7250

**Ogden School District Meals**— Through the school year, Ogden School District provides a healthy breakfast and lunch option to all school-aged students, with a reduced payment for low-income families. Each summer the school district also hosts a lunch in the park program and offers free lunch to children 18 and younger at parks and schools throughout the community. This helps to ensure that children continue to have access to good nutrition while school is out of session. — (801)737-7284

**WIC (Women, Infants & Children)**— Weber-Morgan Health Department offers WIC as a supplemental food and nutrition program for women, infants and children. Pregnant women, new mothers and young children who meet income guidelines may be provided healthy foods, nutrition counseling and breastfeeding support. — (801)399-7200



**Community Emergency Response Team (CERT)**—This team helps residents with emergency preparedness, neighborhood safety and family disaster planning. There are also opportunities available to become a CERT volunteer. — (801)629-8948

**Neighborhood Watch and Coordination**—Residents throughout the Ogden community have the opportunity to work together and promote safety within their neighborhoods. These efforts can be coordinated through the Ogden Police Department. — (801)629-8037

**Community Policing**—The Ogden Police Department works one-on-one with citizens throughout the community, with a focus on visibility, problem solving, and developing an informational working relationship.

Ogden City is divided into eight Community Policing Areas, each of which has a Community Policing officer assigned. This increases positive interaction between police and the community. Working together, they identify, prioritize and solve problems, while improving the overall quality of life in the community. — (801)629-8094

**Utility Bill Assistance**—The Weber HEAT Program provides temporary financial help to residents who are unable to pay their heating bills and to help prevent services from being disconnected. — (801)394-9774



## Quality Community

### Quality Neighborhoods

- Housing options
- Economic diversity
- Access to transit
- Public space and community connection
- Safe and secure
- Neighborhood revitalization



Ogden City and Private Developers

### Quality City Government

- Excellent public services
- Focused use of resources
- Community partners
- Diversity initiative
- Public involvement



Ogden City

### Quality Social Programs

- Libraries
- Health programs
- Housing and food assistance
- Volunteer opportunities
- Homeless services
- Employment aid



Partners

### Quality Education

- Scholarships through WSU and OWATC
- STEM focus to meet workforce demands
- OSD programs
- Community education programs
- Career links



Partners

*A Foundation for the Future*

## Additional Information:

| Name                                                                                    | Website                                                                  |
|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| United Way 2-1-1 (call 2-1-1 at any time to learn about additional community resources) | <a href="http://www.uw.org/211">www.uw.org/211</a>                       |
| Boys and Girls Club                                                                     | <a href="http://bgcweberdavis.org">bgcweberdavis.org</a>                 |
| Housing and Urban Development (HUD)                                                     | <a href="http://www.hud.gov">www.hud.gov</a>                             |
| Midtown Community Health Center                                                         | <a href="http://www.midtownchc.org">www.midtownchc.org</a>               |
| National Alliance on Mental Illness (NAMI)                                              | <a href="http://www.namiut.org">www.namiut.org</a>                       |
| Ogden City                                                                              | <a href="http://www.ogdencity.com">www.ogdencity.com</a>                 |
| Ogden Housing Authority                                                                 | <a href="http://ogdenha.org">ogdenha.org</a>                             |
| Ogden School District                                                                   | <a href="http://www.ogdensd.org">www.ogdensd.org</a>                     |
| Ogden Weber Community Action Partnership                                                | <a href="http://www.owcap.org">www.owcap.org</a>                         |
| Ogden-Weber Tech College (OWATC)                                                        | <a href="http://www.owatc.edu">www.owatc.edu</a>                         |
| St. Anne's Center—Lantern House                                                         | <a href="http://www.stannescenter.org">www.stannescenter.org</a>         |
| Utah Department of Child and Family Services                                            | <a href="http://dcfs.utah.gov">dcfs.utah.gov</a>                         |
| Utah Department of Workforce Services                                                   | <a href="http://jobs.utah.gov">jobs.utah.gov</a>                         |
| Weber County Library                                                                    | <a href="http://www.weberpl.lib.ut.us">www.weberpl.lib.ut.us</a>         |
| Weber State University (WSU)                                                            | <a href="http://www.weber.edu">www.weber.edu</a>                         |
| WSU Center for Community Engaged Learning                                               | <a href="http://www.weber.edu/ccel">www.weber.edu/ccel</a>               |
| WSU Downtown                                                                            | <a href="http://www.weber.edu/downtown">www.weber.edu/downtown</a>       |
| Weber-Morgan Health Department                                                          | <a href="http://www.webermorganhealth.org">www.webermorganhealth.org</a> |
| YMCA Utah                                                                               | <a href="http://www.ymcautah.org">www.ymcautah.org</a>                   |
| Your Community Connection (YCC)                                                         | <a href="http://www.yccogden.org">www.yccogden.org</a>                   |

# Community Resources

## Housing



- Home Improvement
- Neighborhood Revitalization
- 50/50 Sidewalk Program
- Dial-A-Dumpster
- Home Sweet Ogden

## Education

English Second Language Courses

WSU Community Education Center



Ogden-Weber Tech College Scholarships

STEM Learning Programs

Ogden School District After School Programs

## Employment



Small Business Loans



Business Information Center



Department of Workforce Services



Weber State Downtown



Weber Basin Job Corps Center



Crime Prevention

Utility Bill Assistance



Food and Clothing Assistance



Neighborhood Watch

Community Health Resources





# City Council Meeting COUNCIL STAFF REVIEW

## AMENDMENTS TO THE INFILL HOUSING PROGRAM GUIDELINES

### COUNCIL DETERMINATION:

- Approve/not approve resolution

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### **Background**

As part of the Community Development Block Grant (CDBG) funding from the federal government as well as City funds used for community development infill and revitalization projects, the City has developed programs that target specific actions, goals or objectives. For each of the programs, the City has approved program guidelines to specify the parameters for use of the funds in a given program. Changes to those program guidelines are approved by the Council.

*November 17, 2015*

The proposed amendments were reviewed again at the Council's November 17, 2015 work session in conjunction with the Quality Neighborhoods Strategy resolution.

### **Current Proposal**

The Administration is proposing changes to the Infill Housing Program guidelines in conjunction with the Quality Neighborhoods strategy. The Infill Housing Program guidelines were proposed and reviewed with the Five-year Consolidated Plan (ConPlan) and the FY16 Annual Action Plan in April of this year. Because the changes to the Infill Housing Program guidelines were proposed in conjunction with the Quality Neighborhoods strategy, and because the Council desired to have a resolution outlining the purpose and goals of the Quality Neighborhoods strategy, the Infill Housing Guidelines proposal was withheld from Council consideration until such time as the Quality Neighborhoods strategy resolution was ready for consideration.

### *Infill Housing Program*

The guidelines for the Infill Housing program were developed and adopted in 2011. The program guidelines have been in place and the program has had funding in the Annual Action Plan budgets since that time. The proposed amendments would widen the scope of the program and allow the funds to be used in areas of the City other than just the East Central community planning area and would allow the funds to be used for pre-development costs such as property acquisition; land clearance and demolition; environmental, planning and design work; site preparation; and staff and administrative costs.



# City Council Meeting COUNCIL STAFF REVIEW

The Infill Housing program is intended to serve as a significant element in the Quality Neighborhoods program. The changes proposed would allow the Infill Housing money to be used to do site preparation work and for some land acquisition and consolidation without any prior Council approval. Administration has indicated a need to be able to move quickly on potential development sites and has indicated that the Council approval process slows the process too much and does not allow the Administration the flexibility and speed they need to acquire and prepare sites for development. The proposed program guidelines would also clarify that if a project consists of 10 units or more, Council approval would be needed for the final development concepts and financing.

### *Updated Proposal*

Based on the Council's discussion at the work session on April 21, 2015, the Administration amended the proposal. The proposed amendment would require the Council to give its approval for any Infill Housing property acquisition in which the purchase of an individual property exceeds \$250,000.

### **Attachments**

- Transmittal for the Infill Housing Program
- Resolution 2015-17
- Updated Program Guidelines

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**Memos Prepared By:**

**Administrative Contact:**  
Council Staff

**Ward Ogden, 629-8942**  
**Glenn Symes, 629-8164**

## OGDEN CITY COUNCIL TRANSMITTAL

**DATE:** April 8, 2015

**TO:** Ogden City Council

**THROUGH:** Mark Johnson, CAO

**FROM:** Tom Christopulos, CED Director

**STAFF CONTACT:** Ward Ogden, Community Development Manager

**REQUESTED TIMELINE:** May 12, 2015

**RECOMMENDATION:** Adopt resolution amending Infill Housing Program Guidelines

**DOCUMENTS:** Resolution to adopt changes to the Infill Housing Program Guidelines

### BACKGROUND

In 2011, the City Council adopted the Infill Housing Program Guidelines. The Guidelines specify how development sites will be selected and how funds will be used. Direction is given regarding design, contracting and agreements with outside developers. A procedure is outlined historic preservation. Individual projects of no more than 10 homes on contiguous lots are allowed. Larger projects would need to come to the Ogden City Council for approval.

### PROPOSAL

Predevelopment work on larger projects is more complicated and time consuming. Land acquisition, clearance and holding may occur over an extended period of time. Staff needs to be able to quickly capture opportunities for acquisition to prevent undesirable uses to continue. Design, finance structuring, and environmental work must be addressed before a final concept can come to the Council for approval.

Staff proposes to modify the Infill Housing Program Guidelines to allow for the use of City funds for predevelopment activities, and that Ogden City Council approval of final development concept and financing would be given for specific projects involving more than 10 homes on contiguous lots. Individual acquisitions of greater than \$250,000 would also require City Council Approval.

### FISCAL IMPACT

Applies to all funds budgeted for Infill Housing.

**RESOLUTION NO. 2015-17**

**RESOLUTION OF THE OGDEN CITY COUNCIL AMENDING  
INFILL HOUSING PROGRAM GUIDELINES**

**WHEREAS**, on November 1, 2011 the Ogden City Council adopted Resolution 2011-23 which established the Infill Housing Program Guidelines;

**WHEREAS**, the Infill Housing Program Guidelines authorize City staff to undertake individual infill housing projects of no more than 10 homes on contiguous lots;

**WHEREAS**, individual projects of more than 10 homes on contiguous lots require approval by the Ogden City Council;

**WHEREAS**, in order to quickly respond to opportunities to establish development parcels, create designs, and line up financing for infill projects greater than 10 homes, flexibility in the use of funds for predevelopment costs is needed.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Ogden City Council that the Infill Housing Program Guidelines are amended to allow certain predevelopment costs to be incurred for infill development projects greater than 10 homes on contiguous lots prior to City Council approval of the final development concept and financing. The Ogden City Council hereby adopts the modified Guidelines, attached to this resolution as Attachment "A". Changes are effective beginning 7/1/15.

**PASSED AND ADOPTED** by the Ogden City Council this \_\_\_\_\_ day of

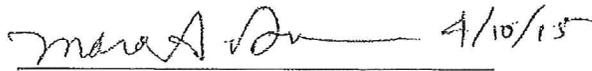
\_\_\_\_\_, 2015.

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
Ogden City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



**INFILL HOUSING**  
**PROGRAM GUIDELINES**

**I. PROGRAM SUMMARY**

The Community Development Division administers the Infill Housing Program. This Guideline applies to the properties owned by Ogden City. The intent of this Program is to revitalize older neighborhoods. The mechanism of this Program is to facilitate construction of new housing in established neighborhoods through assembling land, undertaking site preparation work and vertical construction, and filling financing gaps. The eventual result is a sale to owner-occupant buyers. The primary target area for this Program is the East Central Planning Community.

**II. REQUIREMENTS**

**1. Property Selection**

- a. The following types of properties may be considered:
  - Inner-block parcels on 10-acre blocks.
  - Un-developed vacant parcels
  - Vacant lots with unusual size or shape, in combination with other strategic acquisitions to make the parcels feasible to develop.
  - Acquisition and demolition of deteriorated housing or other structures that are not feasible to renovate.
- b. Priority will be given to properties in historic districts, in areas where other concerted revitalization is under way, and where development will remove impediments to the success of other potential revitalization efforts.

**2. Uses of Funds**

- a. Categories:
  - i. Property Acquisition and Holding Costs
  - ii. Land Clearance and Demolition
  - iii. Environmental, Planning and Designs
  - iv. Site Preparation
  - v. Pedestrian Corridors associated with Infill Housing
  - vi. Public Spaces associated with Infill Housing
  - vii. Open Space associated with Infill Housing
  - viii. Fill Financing Gap on New Construction
  - ix. Staff Costs
- b. Thresholds:
  - i. Individual projects not exceeding 10 homes on contiguous lots are allowed under these Guidelines.

- ii. Individual projects exceeding 10 homes on contiguous lots will require approval by the City Council of final development concepts and financing. Prior to City Council approval, funds may be used for:
  - Individual Property Acquisitions up to \$250,000
  - Holding Costs
  - Land Clearance and Demolition
  - Environmental, Planning and Designs
  - Site Preparation
  - Staff Costs

**3. Historic Preservation**

- a. National Historic Register: Regardless of the fund source (federal or local) used to acquire and develop properties, and for every property assisted or impacted by the Program, the procedures described in Section 106 of the National Historic Preservation Act of 1966, as outlined in regulations 36 CFR Part 800, will be followed for consultation with the Utah State Historic Preservation Office. This is a means of determining the effect that any city sponsored action may have relative to identifying and determining the effect on historic resources as well as gaining the input of a qualified entity on how to mitigate and reduce negative effects on the historic resource.
- b. Ogden Landmarks Register: For any property listed on the Ogden City Landmarks Register, the city will follow all procedures established by ordinance prior to conducting any construction or demolition activity.

**4. Development & Sale**

There are two tracks for development and sale of the homes. 1) Ogden City does the development and sells the homes; 2) Ogden City sells the land under a development agreement which enforces the City's goals for the project, and at a price which facilitates the development.

- a. Ogden City Development & Sale of Homes
  - i. Architecture & Design: compliant with applicable Community Plans and Zoning Ordinances. Consistent with, or complimentary to development patterns in the neighborhood of the development site.
    - A. Section 504 Accessibility (24 CFR 8.22 and 8.32) may apply for projects with 5 or more residential units in multi-family housing projects.
    - B. Fair Housing Act Accessibility (24 CFR 8.22) may apply for projects with 4 or more residential units in a multi-family housing project.
  - ii. Marketing: Multiple Listing Service, using a local real estate broker.
  - iii. Contracting: Ogden City will obtain competitive bids pursuant to City regulations, and will enter into a contract with a general

contractor who has experience in constructing historic-style buildings. Ogden City will obtain from the general contractor a final guaranteed maximum price of construction based on the negotiated scope of work.

- iv. Pricing: Market Value as determined by appraisal.
- v. Buyer Income Limit: as dictated by fund source restrictions.
- vi. Financing: As dictated by fund source regulations, the City may carry back a portion of the sales price as a second mortgage to assure affordability and to enforce the required period of affordability.

b. Sale of Land to Outside Developer

- i. Architecture & Design: compliant with applicable Community Plans and Zoning Ordinances. Consistent with, or complimentary to development patterns in the neighborhood of the development site.
  - A. Section 504 Accessibility (24 CFR 8.22 and 8.32) may apply for projects with 5 or more residential units in multi-family housing projects.
  - B. Fair Housing Act Accessibility (24 CFR 8.22) may apply for projects with 4 or more residential units in a multi-family housing project.
- ii. Marketing of Land: Multiple Listing Service, using a local real estate broker. Another option is to use a "Request for Proposals" process, pursuant to City regulations.
- iii. Pricing:
  - Home Price: homes sold by developer will be at market value.
  - Land Price: Land will be sold to the developer at market value, as determined by an appraisal. If a development cost analysis predicts that the developer will not be able to achieve the return of land value through the sale of the homes, then a discount on the land price may be needed. In this case, the procedures will be followed as outlined in Ogden City Code section 4-3A-5: CONVEYANCE OF CITY REAL PROPERTY, paragraph A.1., "Every sale, lease, encumbrance, or other conveyance of city owned real property shall be made by the mayor, or under the mayor's express written authority. All conveyances or encumbrances of such property shall be based on the highest and best economic return to the city, except that consideration for property conveyed may be based on other public policy factors if the city council makes a legislative determination that the consideration is adequate."
- iv. Development Agreement: A development agreement will be negotiated between the buyer and Ogden City. This will establish design guidelines, schedules, funding sources, home buyer income requirements, marketing plan, financing requirements, pricing

- requirements, and any other applicable requirements as dictated by fund sources used in the project.
- v. **Financing:** As dictated by fund source regulations, the City may carry back a portion of the sales price as a second mortgage from the land buyer and subsequently by the home buyer, to assure affordability and to enforce the required period of affordability.

**For Further Information call or write:  
Ogden City Community Development Division  
2549 Washington Blvd., Suite 120  
Ogden, UT 84401  
(801) 629-8940  
For Accessibility or Language Assistance help: (801)629-8701  
Or visit: <http://Assistance.ogdencity.com>**





(8/11/15)

## INFILL HOUSING PROGRAM GUIDELINES

### I. PROGRAM SUMMARY

The Community Development Division administers the Infill Housing Program. This Guideline applies to the properties owned by Ogden City. The intent of this Program is to revitalize older neighborhoods. The mechanism of this Program is to facilitate construction of new housing in established neighborhoods through assembling land, undertaking site preparation work and vertical construction, and filling financing gaps. The eventual result is a sale to owner-occupant buyers. The primary target area for this Program is the East Central Planning Community.

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#### **1. Property Selection**

- a. The following types of properties may be considered:
  - Inner-block parcels on 10-acre blocks.
  - Un-developed vacant parcels
  - Vacant lots with unusual size or shape, in combination with other strategic acquisitions to make the parcels feasible to develop.
  - Acquisition and demolition of deteriorated housing or other structures that is-are not feasible to renovate.
- b. Priority will be given to properties in historic districts, and in areas where other concerted revitalization is under way, and where development will remove impediments to the success of other potential revitalization efforts.

#### **2. Uses of Funds**

- a. Categories:
  - i. Property Acquisition and Holding Costs
  - ii. Land Clearance and Demolition
  - iii. Environmental, Planning and Designs
  - iv. Site Preparation
  - v. Pedestrian Corridors associated with Infill Housing
  - vi. Public Spaces associated with Infill Housing
  - vii. Open Space associated with Infill Housing
  - viii. Fill Financing Gap on New Construction
  - ix. Staff Costs
- b. Thresholds:
  - i. Individual projects not exceeding 10 homes on contiguous lots are allowed under these Guidelines.

ii. Individual projects exceeding 10 homes on contiguous lots will require approval by the City Council of final development concepts and financing. Prior to City Council approval, funds may be used for:

-Individual Property Acquisitions up to \$250,000

-Holding Costs

-Land Clearance and Demolition

-Environmental, Planning and Designs

-Site Preparation

-Staff Costs

### 3. **Historic Preservation**

- a. National Historic Register: Regardless of the fund source (federal or local) used to acquire and develop properties, and for every property assisted or impacted by the Program, the procedures described in Section 106 of the National Historic Preservation Act of 1966, as outlined in regulations 36 CFR Part 800, will be followed for consultation with the Utah State Historic Preservation Office. This is a means of determining the effect that any city sponsored action may have relative to identifying and determining the effect on historic resources as well as gaining the input of a qualified entity on how to mitigate and reduce negative effects on the historic resource.
- b. Ogden Landmarks Register: For any property listed on the Ogden City Landmarks Register, the city will follow all procedures established by ordinance prior to conducting any construction or demolition activity.

### 4. **Development & Sale**

There are two tracks for development and sale of the homes. 1) Ogden City does the development and sells the homes; 2) Ogden City sells the land under a development agreement which enforces the City's goals for the project, and at a price which facilitates the development.

- a. Ogden City Development & Sale of Homes
  - i. ~~Project Size: no individual project may exceed 10 homes on contiguous lots.~~
  - ii. Architecture & Design: compliant with applicable East-Central Community Plans and Zoning Ordinances. Consistent with, or complimentary to development patterns in the ~~specific East-Central neighborhood of the development site.~~
    - A. Section 504 Accessibility (24 CFR 8.22 and 8.32) may apply for projects with 5 or more residential units in multi-family housing projects.
    - B. Fair Housing Act Accessibility (24 CFR 8.22) may apply for projects with 4 or more residential units in a multi-family housing project.

- iii. Marketing: Multiple Listing Service, using a local real estate broker.
- iviii. Contracting: Ogden City will obtain competitive bids pursuant to City regulations, and will enter into a contract with a general contractor who has experience in constructing historic-style buildings. Ogden City will obtain from the general contractor a final guaranteed maximum price of construction based on the negotiated scope of work.
- iv. Pricing: Market Value as determined by appraisal.
- vi. Buyer Income Limit: as dictated by fund source restrictions.
- vii. Financing: As dictated by fund source regulations, the City may carry back a portion of the sales price as a second mortgage to assure affordability and to enforce the required period of affordability.

b. Sale of Land to Outside Developer

- ~~i. Project Size: no individual project may exceed 10 homes on contiguous lots.~~
- ii. Architecture & Design: compliant with applicable East Central Community Plans and Zoning Ordinances. Consistent with, or complimentary to development patterns in the specific East Central neighborhood of the development site.
  - ~~A. Section 504 Accessibility (24 CFR 8.22 and 8.32) may apply for projects with 5 or more residential units in multi-family housing projects.~~
  - ~~B. Fair Housing Act Accessibility (24 CFR 8.22) may apply for projects with 4 or more residential units in a multi-family housing project.~~
- iii. Marketing of Land: Multiple Listing Service, using a local real estate broker. Another option is to use a “Request for Proposals” process, pursuant to City regulations.
- iiiiv. Pricing:
  - Home Price: homes sold by developer will be at market value.
  - Land Price: Land will be sold to the developer at market value, as determined by an appraisal. If a development cost analysis predicts that the developer will not be able to achieve the return of land value through the sale of the homes, then a discount on the land price may be needed. In this case, the procedures will be followed as outlined in Ogden City Code section 4-3A-5: CONVEYANCE OF CITY REAL PROPERTY, paragraph A.1., “Every sale, lease, encumbrance, or other conveyance of city owned real property shall be made by the mayor, or under the mayor's express written authority. All conveyances or encumbrances of such property shall be based on the highest and best economic return to the city, except that consideration for property conveyed may be based on

other public policy factors if the city council makes a legislative determination that the consideration is adequate.”

- iv. **Development Agreement:** A development agreement will be negotiated between the buyer and Ogden City. This will establish design guidelines, schedules, funding sources, home buyer income requirements, marketing plan, financing requirements, pricing requirements, and any other applicable requirements as dictated by fund sources used in the project.
- vi. **Financing:** As dictated by fund source regulations, the City may carry back a portion of the sales price as a second mortgage from the land buyer and subsequently by the home buyer, to assure affordability and to enforce the required period of affordability.

**For Further Information call or write:  
Ogden City Community Development Division  
2549 Washington Blvd., Suite 120  
Ogden, UT 84401  
(801) 629-8940**

**For Accessibility or Language Assistance help: (801)629-8701**  
**Or visit: <http://Assistance.ogdencity.com>**





# City Council Meeting COUNCIL STAFF REVIEW

## NEW DEE SCHOOL

- *Amendment to the Interlocal Agreement Between Ogden City and Ogden School District*

## DETERMINATION:

**Adopt or Not Adopt Resolution**

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### *Executive Summary*

The Council will consider a Resolution approving an amendment to the Interlocal Agreement with Ogden School District regarding the relocation of Dee School. The proposed amendment makes changes to the schedule and changes the terms relating to property the City transferred to the School District to accommodate the school's west entrance design. The changes will align the terms of the Interlocal Agreement with terms of a tri-party agreement the Administration executed with the LDS Church and the School District.

### *Background*

#### **February 5, 2013**

The City Council adopted Resolution 2013-2, authorizing the Mayor to execute an Interlocal Agreement with Ogden School District. The Resolution identified the public policy factors supported by the City and the District partnership as follows:

- Provides a school that is centrally located
- Authorizes joint use of park space which will minimize the amount of land needed for the new school
- Enhances learning opportunities for students and families
- Improves the community's economic and social well-being by supporting education and neighborhood improvement programs
- Facilitates private investment and development which will expand the economic base
- Develops new inner-city housing at the existing Dee School site
- Upgrades inner-city housing stock around the new school and improves the quality of life in Ogden neighborhoods which will, in turn, provide a better learning environment



# City Council Meeting

## COUNCIL STAFF REVIEW

### **Terms of the Interlocal Agreement**

The Interlocal Agreement outlined the City's and School District responsibilities in the development of a new Dee School and for conveyance of the existing Dee School to the City. The parties' responsibilities are summarized as follows:

#### School District Responsibilities

- Acquire the property, using eminent domain if necessary. Acquisition procedures will also follow Uniform Relocation Act requirements, which provide benefits to affected households and businesses.
- Finance land acquisition and construction of the new elementary school with construction being completed prior to the 2015-16 school year.
- Transfer on January 1, 2016 the existing Dee School building and site at 550 22nd Street to the City for future housing development.
- Accept appraised value less the value of Acquisition Agent services for the existing Dee School site. The City will pay for the appraisal. The District has the option of paying for a separate appraisal.
- Enter into an agreement for the joint use of Liberty Park.

#### City Responsibilities

- Act as Acquisition Agent for the School District and assemble property; use City funds for staffing and assemblage option costs.
- Accept transfer of the existing Dee School building on January 1, 2016 and pay the value of the property as determined by an appraisal, less the value of the Acquisition Agent services.
- Obtain and pay for the appraisal of the Dee School Site. The District has the option of paying for a separate appraisal.
- Commit funds to and undertake modifications for the 2100 Madison Avenue. (Estimated at \$162,000).
- Commit funds and perform modifications to Liberty Park.
- Enter into an agreement for the joint use of Liberty Park. This process will begin in the City's fiscal year 2013-14.



# City Council Meeting COUNCIL STAFF REVIEW

## **Tentative Schedule**

Acquisition January 2013 to December 2013

Financing January 2013 to May 2014

Designs December 2012 to May 2014

Construction May 2014 to August 2015

## **Separate Property Transaction**

Design of the new school required additional property to the west of the school. Property owned by the LDS Church and Ogden City was transferred to the School District. The Church property was transferred on the condition that the School District provide additional parking for the Church on the Old Dee School property. Property owned by the City was sold on the condition that the City have joint use of the Community Center that was planned for the new school site.

## **Tri-Party Agreement**

On March 27, 2015, Ogden City, Ogden School District, and the LDS Church entered into a tri-party agreement. The agreement provides for the following:

- Allows the transfer of a one-acre parcel of land between the School District and the Church prior to the sale of property to the City
- Provides for the value of one half acre of land be credited towards the sale price of the old Dee School
- Established a new schedule

## **October 20, 2015**

The Council Office received an Administrative Transmittal requesting an amendment to the Interlocal Agreement.

## ***Proposal***

The Administration is requesting that the Interlocal Agreement be amended to align with the tri-party agreement.

Amendment #1 to the Interlocal Agreement does the following:

- Amends paragraph 4 to change the school opening date to the 2016-17 school year
- Amends paragraph 6 as follows:



# City Council Meeting COUNCIL STAFF REVIEW

- Changes the date of transfer of the old Dee School building and site at 550 22<sup>nd</sup> Street to on or before February 28, 2017
- Allows for the one-acre parcel to be transferred to the Church prior to the sale to the City
- Allows for the value of the City's ½ acre property transferred to the District for the west entry to be deducted from the purchase price of the old Dee School site

***Attachments***      Tri-Party Agreement

***Questions***            Please review the language and purpose of the proposed amendment to the Interlocal Agreement.

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**Council Staff Contact: Janene Eller-Smith, (801)629-8165**

## AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and entered into on the date indicated below (“**Effective Date**”) by and among the Board of Education of Ogden City School District, a body corporate of the State of Utah (the “**School District**”), the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints (“**CPB**”), and Ogden City Corporation (the “**City**”). The School District, CPB and City shall hereinafter be referred to as the “**Parties**” and sometimes individually as a “**Party**”.

## RECITALS:

**WHEREAS**, on March 20, 2013, the School District and City entered into an Interlocal Agreement (“**ILA**”), which agreement is incorporated herein and made a part hereof, under authority of the Interlocal Cooperation Act (UCA 11-13-101 *et seq.*), for the purpose of replacing the existing Dee Elementary School (“**Existing School**” when referring to the school land and building, “**Existing School Property**” when referring to just the existing school real property, and “**Existing School Building**” when just referring to the school building) with a new elementary school to be constructed and located upon the East Half of Block 43 as depicted on Attachment 8.3.1., with access and parking to be constructed upon the CPB and City Parcels, described below (hereinafter the “**New School**” when referring to the new school property and new school building, “**New School Property**” when referring to just the new school real property, and “**New School Building**” when just referring to the new school building to be built upon the New School Property); and

**WHEREAS**, the School District has declared its intent and has proceeded to purchase specific parcels of land for the New School Property under authority of Utah Code Title 57, Chapter 12 and Title 78B, Chapter 6, Section 505, using eminent domain if and when required. Land for the New School Property includes the East Half of Block 43, Plat A, Ogden City Survey, Weber County, Utah and the following additional parcels on Block 43, Plat A: 01-037-0019, 01-037-0020, 01-037-0021, 01-037-0023, 01-037-0024, and 01-037-0064. All parcels are located on Block 43, which is bounded by 21<sup>st</sup> Street to the north, 22<sup>nd</sup> Street to the south, Jefferson Avenue to the west, and Madison Avenue to the east, in Ogden, Utah, and are more particularly described and illustrated in the Attachments attached hereto and by this reference made a part hereof; and

**WHEREAS**, using the City as Acquisition Agent under the ILA, the School District has completed acquisition of the East Half of Block 43, Plat A, Ogden City Survey, Weber County, Utah; and

**WHEREAS**, on April 22, 2014, the City authorized transfer of, but has not yet transferred, parcels nos. 01-037-0019, 01-037-0020, 01-037-0021, and 01-037-0064 (“**City Parcels**”) to the School District, part of the consideration of which the City intended to receive in return therefor were joint use rights to a community center the School District intended to build on the New School Property at the same time as construction of the New School Building; and

**WHEREAS**, CPB owns parcels nos. 01-037-0023 and 01-037-0024 (“**CPB Parcels**”) which together comprise one acre of land with improved parking lot facilities. In exchange for conveyance of the CPB Parcels to the School District, CPB has requested that the School District convey to CPB an acceptable substitute parcel with similar parking lot improvements, at no cost to CPB. The School District has proposed to convey the property depicted on Attachments 8.3.3. and 8.3.4. and labeled “Replacement Parcel” (hereinafter “**Replacement Parcel**”) and to construct thereon comparable parking facilities, similar to the existing facilities on the CPB Parcels, at no cost to CPB (the “**Replacement CPB Parking Lot**” when referring to the Replacement Parcel and parking lot improvements thereon and “**Replacement CPB Parking Lot Improvements**” when just referring to the improvements on the Replacement Parcel); and

**WHEREAS**, schematic plans for the Replacement CPB Parking Lot and location of the one acre of land to be transferred by the School District to the CPB have been completed (see Attachment 8.4.) and tentatively approved by the Parties; and

**WHEREAS**, commencement of construction of the Replacement CPB Parking Lot Improvements will not start until after the Existing School Building can be demolished due to the fact that a portion of the Existing School Building sits upon a portion of the Replacement Parcel. Demolition of the Existing School Building cannot begin until after the New School Building is completed, which is estimated to be completed on or about June 24, 2016, vacation of the Existing School, and conveyance of the Remainder Existing School Property, as defined below, to the City under the ILA, which closing is estimated to take place on or before February 28, 2017; and

**WHEREAS**, the School District anticipates finalizing its financing to construct the New School Building on or before April 1, 2015. All lenders providing financing for the New School Building will require the New School Property be owned by the School District prior to loan closing.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Incorporation.** The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.
  - 1.1. **ILA.** CPB is not a party to the ILA, as such with respect to CPB this Agreement alone will control without regard for the ILA.
2. **New School West Entry – CPB Parcels**
  - 2.1. **Conveyance of CPB Parcels.**
    - 2.1.1. **Description of Property.** The Church Parcels consist of:
      - 2.1.1.1. All of that certain real property located in Weber County, Utah, consisting of one acre with an improved parking lot, identified as parcel nos. 01-037-0023 and 01-037-0024, and are more particularly described in Attachment 8.2.; and

- 2.1.1.2. All improvements and fixtures relating to said real property.
- 2.1.2. **Conveyance.** CPB agrees to convey to the School District, on or before March 31, 2015 (the “**Closing Date of CPB Parcels**”), and the School District hereby agrees to accept, the CPB Parcels on the terms and conditions herein set forth. The properties described in the legal descriptions, under “CPB Parcels”, in Attachment 8.2 will be conveyed by special warranty deed, subject to the Permitted Exceptions of Section 9 below.
- 2.1.3. **Connections, Utilities and Other Rights.** The CPB Parcels will be conveyed in their “AS IS” condition.
- 2.1.4. **Survey.** A survey of the Property is not attached.
- 2.1.5. **Inspection.** The School District has made a visual inspection of the CPB Parcels and accepts them in their present physical condition. Unless otherwise provided herein, the School District agrees that it is receiving the CPB Parcels upon its own examination and judgment and not by reason of any representation made to the School District by CPB as to the condition, size, location, present value, future value, use, or intended use of the CPB Parcels. The School District agrees to accept the CPB Parcels in their "as is" condition subject to CPB’s representations set forth herein.
- 2.1.6. **Consideration.**
- 2.1.6.1. In consideration for conveyance of the CPB Parcels to the School District, on the Closing Date of the CPB Parcels, the School District agrees to: (i) pay CPB \$320,000 (“**School District’s Initial Payment**”) pursuant to Section 2.1.6.2., (ii) convey to CPB the Replacement Parcel pursuant to the terms and conditions of Section 5, and (iii) reconcile payments for cost of the Combined Improvements (as defined below), pursuant to the terms and conditions of Section 6.4.7.
- 2.1.6.2. On the Closing Date of the CPB Parcels and upon conveyance of the CPB Parcels to the School District, the School District agrees to pay CPB the School District’s Initial Payment of \$320,000, in cash, which amount represents the estimated cost to design, permit and construct the Combined Improvements (as defined below) (the “**Expected Total Cost**”).
- 2.1.6.3. On the Closing Date of the CPB Parcels and upon conveyance of the CPB Parcels to the School District, the School District agrees to sign a Notice of Interest which will be recorded in the Weber County Recorder’s Office as an encumbrance against the Replacement Parcel and will remain an encumbrance against the Replacement Parcel until the Replacement Parcel is transferred to CPB.
- 2.1.7. **Title Insurance.** On the Closing Date of the CPB Parcels and upon conveyance of the CPB Parcels, CPB agrees to provide to the School District a current standard

coverage policy of title insurance, in the amount of \$270,000 issued by Mountain View Title and Escrow, Inc (“**Title Company**”).

- 2.1.8. **Vesting of Title.** Unless otherwise directed by the School District prior to the Closing Date of the CPB Parcels, title shall vest as follows: Ogden City School District.
- 2.1.9. **Cleared Encumbrances.** CPB agrees to pay, clear and discharge all obligations against the CPB Parcels, including taxes, assessments, mortgages, liens (caused by or created under the direction of CPB) or other encumbrances of any nature, except for the Permitted Encumbrances allowed under Section 9 below.
- 2.1.10. **Closing; Time of the Essence.** Unless extended by written agreement of the Parties, the conveyance contemplated by this Section shall be completed on or before the Closing Date of the CPB Parcels. On the Closing Date of the CPB Parcels, CPB and the School District shall sign and deliver all necessary instruments contemplated by this Agreement.
- 2.1.11. **Closing Costs; Prorations.** The School District shall pay all escrow closing fees for both Parties and title insurance costs. Taxes for the current year shall be prorated as of the Closing Date of the CPB Parcels. All assessments shall be paid on or before the Closing Date of the CPB Parcels.
- 2.1.12. **Risk of Loss.** All risk of loss or damage to the CPB Parcels (other than by acts or omissions of the School District) shall be borne by CPB until the Closing Date of the CPB Parcels.

## 2.2. Temporary Use of the CPB Parcels by the School District.

- 2.2.1. **School District Use Prior to Closing.** Until closing on the transfer of the CPB Parcels to the School District, the School District shall be allowed temporary use of the CPB Parcels with the following limitations and conditions:
  - 2.2.1.1. **Vehicles.** School District use of the Church Parcels shall be limited to construction worker vehicle parking only. No construction staging or construction equipment will be allowed on the CPB Parcels or stored on the CPB Parcels at any time.
  - 2.2.1.2. **Days.** Construction worker vehicles will be allowed to be parked on the CPB Parcels on all weekdays and on Saturday. No such parking shall be allowed on Sundays.
  - 2.2.1.3. **Access.** Access to the CPB Parcels shall be allowed from the Jefferson Avenue entrances only, and no alterations to or accesses through the perimeter fencing will be allowed.
  - 2.2.1.4. **Maintenance.** The School District agrees to, during all weekdays and on Saturdays and at the School District’s cost and expense, keep the School Parcels

(i) clean and free from debris and mud, and (ii) free from snow so as to prevent compaction of snow by vehicles.

2.2.1.5. **Penalties.** After three written notices of violation provided to the School District, including pictures, CPB will have the right to rescind this Temporary Use.

2.2.2. **CPB Use after Closing.** After Closing of the CPB Parcels, and until July 31, 2015, CPB will have the right to use the CPB Parcels for patron parking on Sundays. The number of stalls available for use by CPB will not decrease before July 31, 2015. From August 1, 2015 until November 30, 2015 CPB will have no right to use the CPB Parcels for parking.

2.2.3. **CPB Use of New School Entrance.** After completion of construction of the west entry for the New School (“**New West School Entrance**”), to be located on the CPB and City Parcels, CPB will be allowed to use the New West School Entrance for patron parking on Sundays from no later than December 1, 2015 to October 1, 2017. CPB’s right to use the New West School Entrance shall continue until the Replacement CPB Parking Lot Improvements are fully constructed and usable.

### 3. **New School West Entry – City Parcels**

#### 3.1. **Conveyance of City Parcels**

3.1.1. **Description of Property.** The City Parcels consist of:

3.1.1.1. All of that certain real property located in Weber County, Utah, consisting of one-half acre of unimproved ground, identified as parcels 01-037-0019, 01-037-0020, 01-037-0021, and 01-037-0064, and more particularly described in Attachment 8.2.

3.1.2. **Conveyance.** The City agrees to convey to the School District, on or before March 31, 2015, (the “**Closing Date of the City Parcels**” or “**Closing of the City Parcels**”), and the School District hereby agrees to accept, the City Parcels on the terms and conditions herein set forth. The properties described in the legal descriptions, under “City Parcels”, in Attachment 8.2 will be conveyed by special warranty deed, subject to the Permitted Exceptions of Section 9 below.\*

3.1.3. **Connections, Utilities and Other Rights.** The City Parcels will be conveyed in their “AS IS” condition.

3.1.4. **Survey.** A survey of the Property is not attached.

3.1.5. **Inspection.** The School District has made a visual inspection of the City Parcels and accepts them in their present physical condition. Unless otherwise provided herein, the School District agrees that it is receiving the City Parcels upon its own

examination and judgment and not by reason of any representation made to the School District by the City as to the condition, size, location, present value, future value, use, or intended use of the City Parcels. The School District agrees to accept the City Parcels in their "as is" condition subject to the City's representations set forth herein.

**3.1.6. City Council Approval.** This Agreement is made subject to final approval by written resolution of the Ogden City Council, or City waiver thereof.

**3.1.6.1. Terms of Conveyance.** On April 22, 2014, the Ogden City Council approved conveyance of the City Parcels to the School District. The intended conveyance of the City Parcels was made in anticipation of the School District construction, as part of the construction of the New School Building, a community center. In addition, the City imposed the following additional terms as requirements to City conveyance of the City Parcels:

3.1.6.1.1. That the dimensions and design of the school's main entry from Jefferson Avenue are completed substantially in the manner shown on the site plan provided;

3.1.6.1.2. That the Ogden City School District detain storm water from the main school entry so that drainage does not discharge onto Jefferson Avenue in a manner that is more burdensome than preconstruction conditions;

3.1.6.1.3. That the Ogden School District allow shared use of the parking within the main school entrance during periods that it is not required during school hours or events.

**3.1.6.2. Community Center Removed.** On November 21, 2014, the School District notified the City that the community center was not expected to be a part of the New School project. As a result, the School District and the City agree to modify the ILA pursuant to terms of Section 4.2.2 below.

**3.1.6.3. Consideration.** In exchange for conveyance of the City Parcels, the School District will deduct the value of an equal amount of land from the price to be paid by the City in the City's acquisition of the Remainder Existing School Property under the ILA. If conveyance of the Remainder Existing School Property to the City is canceled by agreement of the parties to the ILA, then the School District shall pay within 120 days of cancellation of the ILA the appraised value of the City Parcels, according to the procedures established in the ILA, as of the date of this Agreement.

**3.1.6.4. Reversion to Original Donation of Land.** The conveyance of the City Parcels to the School District will be authorized if the conditions for conveyance are met prior to the scheduled conveyance of the Remainder Existing School Property under the ILA.

- 3.1.7. **Title Insurance.** On the Closing Date of the City Parcels and upon conveyance of the City Parcels to the School District, the City agrees to provide to the School District a current standard coverage policy of title insurance, in the amount of \$87,000 issued by the Title Company.
- 3.1.8. **Vesting of Title.** Unless otherwise directed by the School District prior to the Closing Date of the City Parcels, title shall vest as follows: Ogden City School District.
- 3.1.9. **Cleared Encumbrances.** The City agrees to pay, clear and discharge all obligations against the City Parcels, including taxes, assessments, mortgages, liens or other encumbrances of any nature, except for the Permitted Encumbrances allowed under Section 9 below.
- 3.1.10. **Closing; Time of the Essence.** Unless extended by written agreement of the Parties, the conveyance contemplated by this Section shall be closed on or before the Closing Date of the City Parcels. On the Closing Date of the City Parcels, the City and the School District shall sign and deliver all necessary instruments contemplated by this Agreement.
- 3.1.11. **Closing Costs; Prorations.** The School District shall pay all escrow closing fee and title insurance costs. Taxes and assessments for the current year shall be prorated as of the Closing Date of the City Parcels.
- 3.1.12. **Risk of Loss.** All risk of loss or damage to the City Parcels (other than by acts or omissions of the School District) shall be borne by the City until the Closing Date of the City Parcels.

#### 4. Existing School – Acquisition and Demolition

##### 4.1. Subdivision of Existing School Property and Consolidation of Meetinghouse Parcels.

The City agrees to make application for and proceed with the subdivision of the Existing School Property which is necessary to sever the Replacement Parcel from the Existing School Property as depicted on Attachment 8.3.3., leaving the remainder of the Existing School Property (“**Remainder Existing School Property**”). The subdivision process shall be completed on or before February 1, 2017. The City also agrees to assist CPB with the paperwork necessary to combine all of the tax parcels depicted on Attachment 8.3.4 as the Church Building, the existing Church Parking Lot and Replacement Parcel into one tax parcel.

##### 4.2. Conveyance of Remainder Existing School Property.

- 4.2.1. **Interlocal Agreement.** The ILA provides the procedure for determining the sales price for the City’s purchase of the Existing School Property from the School District, as now modified in Section 4.2.2.
- 4.2.2. **Modifications to ILA.** The School District and the City agree to modify the ILA, as needed, on or before January 1, 2016, in order to accomplish the following:

4.2.2.1. Since the Replacement Parcel, which is part of the Existing School Property, will be conveyed by the School District to CPB, the School District and the City agree that the City will now be obligated to purchase only the Remainder Existing School Property from the School District.

4.2.2.2. Since the School District is no longer intending to construct the community center, the School District agrees to convey the entire Remainder Existing School Property to the City in exchange for payment for the value of the Remainder Existing School Property, according to the terms of the ILA, less payment for ½ of an acre.

4.2.2.3. The construction schedule for completion of the New School requires that closing of the Remainder Existing School Property under the ILA be held in or around February of 2017.

4.2.2.4. CPB is not a party to the ILA. This Agreement shall absolutely control over any contrary provision in the ILA.

#### **4.3. Liability**

4.3.1. The City hereby agrees to pay and protect, defend, and indemnify and hold the School District and CPB harmless from, for and against, any and all claims, demands, liabilities, losses, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) to which the School District or CPB may become exposed, or which the School District or CPB may incur, in connection with the City's demolition and removal of the Existing School Building. Said demolition will be complete by May 31, 2017.

### **5. Replacement CPB Parking Lot – Replacement Parcel**

#### **5.1. Conveyance of Replacement Parcel.**

5.1.1. **Description of Property.** The Replacement Parcel consists of:

5.1.1.1. All of that certain real property located in Weber County, Utah, consisting of one acre of land currently on the Existing School Property and located immediately adjacent to the church building located at 21<sup>st</sup> Street and Jefferson Avenue in Ogden, Utah, and as more particularly described in Attachment 8.2. and illustrated in Attachment 8.3.3. and 8.3.4., and

5.1.1.2. All improvements and fixtures relating to said real property, including the Existing School Building and playground equipment which will be removed as provided in this Agreement.

5.1.2. **Conveyance.** The School District agrees to convey the Replacement Parcel to CPB, on or before June 1, 2017 (the "**Closing Date of the Replacement Parcel**"), and CPB hereby agrees to accept the Replacement Parcel on the terms and

conditions herein set forth. The Replacement Parcel is described in the legal description, under “Replacement Parcel”, in Attachment 8.2 and will be conveyed by special warranty deed, subject to the Permitted Exceptions of Section 9 below.

- 5.1.3. **Area of Replacement Parcel.** The School District represents that the Replacement Parcel contains at least one acre of real property.
- 5.1.4. **Survey.** A survey of the Property is not attached.
- 5.1.5. **Inspection.** CPB has made a visual inspection of the Replacement Parcel and, subject to the School District’s representations provided above and as otherwise provided herein, agrees to accept it once the existing School Building has been removed from the Replacement Parcel. Unless otherwise provided herein, CPB agrees that it is acquiring the Replacement Parcel upon its own examination and judgment and in reliance of the representations of this agreement and not by reason of any verbal representation made to CPB by the School District. The Parties agree that the landscaped area will be left intact and sold “as-is” while the school building and hard surface playground with equipment will be removed prior to closing.
- 5.1.6. **Consideration.** The School District will convey the Replacement Parcel to CPB at no cost to CPB, in exchange for CPB’s transfer of the CPB Parcels to the School District pursuant to Section 2.
- 5.1.7. **Title Insurance.** The School District represents that the Replacement Parcel will be lien free and that all work done on the Replacement Parcel will be paid by CPB out of the School District’s Initial Payment of \$320,000 to CPB, in the ordinary course of business. At the time of the conveyance of the Replacement Parcel, the School District agrees to provide to CPB a current standard coverage policy of title insurance in the amount of \$270,000 issued by the Title Company. Said title insurance policy shall contain no exceptions other than the Permitted Exceptions accepted by CPB and allowed under Section 9 below.
- 5.1.8. **Vesting of Title.** Unless otherwise directed by the School District prior to closing, title shall vest as follows: THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS.
- 5.1.9. **Cleared Encumbrances.** The School District agrees to pay, clear and discharge all obligations against the Replacement Parcel, including taxes, assessments, mortgages, liens (caused by or under the direction of the School District) or other encumbrances of any nature, except for the Permitted Exceptions allowed under Section 9 below.
- 5.1.10. **City Approval Contingency.** The City has approved the Schematic Plan which includes the two existing 24’ wide access points off of Jefferson Avenue, subject to Schematic Plan Review Requirements. This Agreement is made subject to and contingent upon the City approving the Final Design.

5.1.11. **Closing; Time of the Essence.** Unless extended by written agreement of the Parties, the conveyance contemplated by this Section 5 shall be completed on or before the Closing Date of the Replacement Parcel, or as soon thereafter after completion of the New School Building, vacation of the Existing School, conveyance of the Existing School Property to the City under the ILA, and demolition of the Existing School Building. The latest anticipated date for closing is June 1, 2017. On the Closing Date of the Replacement Parcel, the School District and CPB shall sign and deliver all necessary instruments contemplated by this Agreement.

5.1.12. **Closing Costs; Prorations.** The School District shall pay all escrow closing fees and title insurance costs incurred in this transaction. Taxes for the current year shall be prorated as of the Closing Date of the Replacement Parcel. All assessments shall be paid on or before the Closing Date of the Replacement Parcel.

5.1.13. **Risk of Loss.** All risk of loss or damage to the Replacement Parcel (other than by acts or omissions of CPB) shall be borne by the School District until the Closing Date of the Replacement Parcel.

## 6. **Replacement CPB Parking Lot – Design and Construction**

6.1. **Concept.** CPB and the School District intend to expand the existing parking lot adjacent to the church building located at 21st Street and Jefferson Avenue in Ogden, Utah (“Existing CPB Parking Lot”). The expansion will connect the Existing CPB Parking Lot to the Replacement CPB Parking Lot on the Replacement Parcel.

6.2. **Conceptual Design of the Replacement CPB Parking Lot.** CPB and the School District have approved the conceptual, schematic plan attached hereto as Attachment 8.4. (“Schematic Plan”). City approves the Schematic Plan, subject to the requirements outlined in Attachment 8.5., attached hereto (“Schematic Plan Review Requirements”). The Schematic Plan and Scope of Work in Section 6.3. below provide guidance for the final design of the Replacement CPB Parking Lot and illustrates the Parties’ intent regarding the location and proximity of the Replacement CPB Parking Lot to the existing church building and improvements, and the Replacement CPB Parking Lot’s shape, size, number of stalls, stall layout, entry/exit points, landscaping areas, and buffers to be included in the final design.

### 6.3. **Scope of Work of the Combined Improvements**

6.3.1. **Scope of Work on the Replacement CPB Parking Lot.** Unless specifically stated, all costs of work in this section will be covered by School District’s Initial Payment and Reconciliation Payments per section 6.4.7. below and will be part of the Combined Improvements.

6.3.1.1. **Soft Costs (Survey, Design, Engineering and Permitting).** All third-party surveying, engineering and permitting expenses.

6.3.1.2. **Parking Lot.** SWPPP, excavation, grading, fill, pavement, concrete curb and gutter, stacked CMU block retaining wall, striping of stalls.

6.3.1.3. **Fence.** 6' chain link fence on perimeter of the Replacement CPB Parking Lot.

6.3.1.4. **Lighting.** Salvage and reinstall the two west lights and junction box equipment located on the west edge of the Existing CPB Parking Lot. CPB may also install two to three additional light poles to match the existing light poles, wiring and connections in CPB's sole discretion so that the Replacement CPB Parking Improvements are safely lit. The cost for these additional poles and wires shall be part of the Combined Improvements as defined below.

6.3.1.5. **Landscaping.** CPB agrees to install landscape improvements on portions of the Replacement Parcel as needed to connect the landscape improvements to the existing landscape improvements and to the Replacement and Existing CPB Parking Lots. This additional landscaping will not materially change the slope of the Replacement Parcel that is north of the Replacement Parking Lot. Improvements on the portion of the Replacement Parcel that is north of the Replacement Parking Lot will be limited to retaining the existing sod, removal of the existing asphalt path and fence with installation of topsoil and sod at that location, as well as installation of sprinkler systems connected to the existing sprinkler system at the meetinghouse building to service the existing sod on the Replacement Parcel. The cost of the landscaping and the removal of the current asphalt path and the fence to the west of the existing meetinghouse building will be part of the Combined Improvements.

6.3.1.6. **Existing CPB Parking Lot.** The Combined Improvements include all costs associated with the scope of work to be done to the Existing CPB Parking Lot as outlined in Section 6.3.2. below.

6.3.2. **Scope of Work Tying the Existing CPB Parking Lot to the Replacement CPB Parking Lot.** The costs of the Replacement CPB Parking Lot Improvements shall be part of the Combined Improvements and shall include the following costs to tie the Existing CPB Parking Lot and the Replacement Parking Lot together into a single parking lot:

6.3.2.1. Removal of the concrete curbing, lighting and electrical junctions on the west end of the existing lot,

6.3.2.2. Saw cutting and patching concrete curbing and asphalt to join the parking lots,

6.3.2.3. Re-striping the existing lot as needed to be consistent with the Schematic Plan,

6.3.2.4. Repairing and/or resolving any storm water mitigation issues required by the City and resulting from the modifications to the Existing CPB Parking Lot, which may require an adjustment of the landscaping area, and

6.3.2.5. Retaining the two existing 24' wide access points into the Existing CPB Parking Lot from the adjacent right of way.

6.3.3. **Preservation of a Portion of the Replacement Parcel.** The area in the Replacement Parcel located west of the church building and north of the Replacement CPB Parking Lot is currently graded flat and landscaped with sod. A fence and asphalt walkway are located on the east edge bordering the church building lot. This area will be maintained undisturbed by the School District and the City. The School District and the City agree to not disturb the existing church building lot. CPB will relocate the fence, remove the walkway and incorporate the landscaped area into the overall church building site as desired all as part of the Combined Improvements.

#### 6.4. **Process of Designing and Determining the Cost of the Combined Improvements.**

The Parties agree to cooperate and comply, in good faith to: (i) design and install the Replacement CPB Parking Lot Improvements, (ii) tie the Existing CPB Parking Lot to the Replacement CPB Parking Lot, and (iii) use the two existing 24' wide access points as access from the Existing CPB Parking Lot to the adjacent right of way (collectively together with other items specifically identified herein as Combined Improvements, the "**Combined Improvements**") as set forth in this Agreement and as illustrated in the Schematic Plan.

6.4.1. **Conceptual Design, Scope & Standards.** The conceptual design of the Replacement CPB Parking Lot is illustrated in the Schematic Plan, the scope of work to complete the Replacement CPB Parking Lot is detailed in Section 6.3.1., the scope of work to tie the Replacement CPB Parking Lot to the Existing CPB Parking Lot, to function as a single parking lot, is detailed in Section 6.3.2., the CPB construction standards ("**Construction Standards**"), setting the CPB's required standards for construction of the Combined Improvements are included in Attachment 8.5 attached hereto and by this made a part hereof, and the Expected Total Cost to complete the Combined Improvements is the School District's Initial Payment of \$320,000. The Parties agree that the above represents sufficient details for the Parties to enter into this Agreement, and the Parties agree to follow the requirements of the remaining Subsections in this Section 6.4. in order to complete the Combined Improvements as required herein on budget and in accordance with the Construction Standards.

6.4.2. **Final Design.** CPB agrees to obtain a firm bid ("**Design Bid**") from an engineering firm fixing the cost to professionally design the Combined Improvements, including drawings with a detailed list of materials to be used in

constructing the Combined Improvements in compliance with CPB's Construction Standards ("**Final Design**"). CPB agrees to provide the School District with a copy of the Design Bid for the Final Design for the School District's prior written approval, which written approval the School District agrees will not be unreasonably withheld. After receiving the School District's written approval of the Design Bid, CPB agrees to hire the engineering firm that provided the Design Bid to prepare the Final Design. The cost of the Final Design (i.e. the Design Bid amount), after it is approved by the School District, will be included in the cost of the Combined Improvements.

6.4.3. **Approved Contractors.** CPB agrees to compile a list of at least three contractors that CPB believes have the experience, capability and capacity to satisfactorily and timely perform the construction work of the Combined Improvements ("**Contractors**"). CPB agrees to provide the School District with a copy of the list of the Contractors for the School District's written approval, which written approval the School District agrees will not be unreasonably withheld.

6.4.4. **Approved Bid.** CPB agrees to provide a bid packet, with a copy of the Final Design, to the Contractors for bid. After CPB receives the bids from the Contractors, CPB agrees to approve the lowest bid (or receive written approval from the School District before approving a higher bid with the reasons for such a request) and draft or cause to be drafted a construction contract ("**Construction Contract**") based on the approved bid ("**Construction Bid**").

6.4.5. **Construction Contract.** After drafting an acceptable Construction Contract between CPB and the contractor, but before signing the same, CPB agrees to provide the School District with a copy of the proposed Construction Contract for its written approval, which will not be unreasonably withheld. The Construction Contract shall include in very clear terms: (i) the scope of the work to be performed by the contractor, (ii) the Construction Standards the contractor will meet, (iii) the fixed dollar amount CPB is obligated to pay for the work ("**Construction Cost**"), and (iv) a statement that CPB shall not be obligated to pay the cost for any changes or change orders unless the change or change order is presented to CPB, in writing, before commencement of the work and then only after CPB gives its written approval of such change.

6.4.6. **Change Orders and Cost Overruns.** CPB agrees to provide the School District with a copy of the Construction Contract after it is signed by all parties thereto. Additionally, after the Construction Contract is signed and before accepting or approving any changes or change orders to the Construction Contract, which have the potential of increasing the Construction Cost, CPB agrees to provide a copy of

such requested change or change order to the School District for the School District's prior written approval before CPB may accept any such change order. The School District understands that the Construction Price for the Combined Improvements may increase even after the Construction Contract is signed in order to pay the cost for unanticipated, but needed, changes and in order to meet the Construction Standards. The School District agrees to promptly approve all reasonable change orders that are reasonably necessary in order to meet the general intent of this Agreement of providing CPB with the Combined Improvements at no cost to CPB in accordance with the Construction Standards, but at the same time keeping the Construction Cost at or as close to the original construction cost set in the Construction Contract.

**6.4.7. Reconciliation.** If the Construction Bid is less than the School District's Initial Payment of \$320,000, then CPB agrees to pay the School District the difference within 30 days of CPB's receipt of the Construction Bid. If the Construction Bid is more than the School District's Initial Payment of \$320,000, then the School District agrees to pay CPB the difference within 30 days of the School District's receipt of a copy of the Construction Bid from CPB. In addition, if the actual Construction Cost for the Combined Improvements, after all bills are paid, proves to be less than the School District's Initial Payment of \$320,000, as adjusted by Reconciliation Payments (defined below) made by either party to the other, then CPB agrees to pay the School District the difference within 30 days of CPB's final payments under the Construction Contract. If the actual Construction Cost for the Combined Improvements is more than School District's Initial Payment of \$320,000, as adjusted by Reconciliation Payments (defined below) made by either party to the other, then the School District agrees to pay CPB the difference within 30 days of the School District's receipt of proof of the actual Construction Cost. The payment(s) by the School District to CPB or the payment(s) from CPB to the School District, as applicable, will be referred to herein as the "**Reconciliation Payment or Payments.**"

## **6.5. Inspections & Approvals.**

- 6.5.1. CPB agrees to inspect all plans, including the Final Design, and completed work throughout the course of construction for the protection of its own interests and shall not rely on the City or the School District for such approvals or inspections.
- 6.5.2. CPB agrees to approve payments, and actually pay, for improvements according to the Construction Contract and consistent with this Agreement.
- 6.5.3. CPB accepts the responsibility and all liability for reviewing all plans, including the Final Design, and assuring that the plans and Final Design meet the Construction Standards and Scope.

6.5.4. The City agrees to have the planning and engineering departments within the City review and approve, when appropriate, the Final Design. Approval of Final Design by City is contingent upon Final Designs incorporating the Schematic Plan in Attachment 8.4. and Schematic Plan Review Requirements in Attachment 8.5. Costs associated with permit and inspection fees will be incorporated into the Reconciliation Payment and will be ultimately paid for by the School District.

6.6. **Liability.** CPB hereby agrees to pay and protect, defend, and indemnify and hold the City and the School District harmless from, for and against, any and all claims, demands, liabilities, losses, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) to which the City or the School District may become exposed, or which the City or the School District may incur, in connection with CPB's construction of the Combined Improvements.

#### 6.7. **Construction Schedule**

6.7.1. 6/1/17, Estimate. Start of construction will occur no later than 30 days after the conveyance of Replacement Parcel to CPB. Substantial Completion will be no more than 90 days after start of construction.

6.7.2. 8/1/17, Estimate. Start of construction by CPB on landscaping and lighting on Replacement Parcel.

### 7. **Additional Terms**

7.1. **Default; Attorney's Fees.** All Parties agree that should any Party default in any of the covenants or agreements herein contained, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing or terminating this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

7.2. **Complete Agreement; Amendments.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof, and supersedes and cancels any and all prior negotiations, understandings, representations, warranties, inducements, understandings and agreements, whether oral or written and whether made by a Party hereto or by anyone acting on behalf of a Party, all of which shall be deemed to be merged in this Agreement and shall be of no further force or effect. No amendment, modification or change in this Agreement shall be valid or binding unless reduced to writing and signed by all of the Parties hereto.

7.3. **Assignment.** No party hereto may transfer or assign this Agreement, or any rights created under this Agreement, to any person or entity, without obtaining consent or approval from the other Parties hereto. In the event of assignment, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto, and any entities resulting from the reorganization, consolidation or merger of any Party hereto.

**7.4. Notice.** Any and all notices, verifications, designations, offers, acceptances, or other communications to be given to any of the Parties hereto shall be in writing and shall be (1) served in person, (2) sent by special courier (e.g., Federal Express), fully prepaid or billed to sender, or (3) mailed by U.S. registered or certified mail, fully postage prepaid, return receipt requested, addressed as follows:

To School District at:  
Zane Woolstenhulme  
Business Administrator  
Ogden City School District  
1950 Monroe Blvd.  
Ogden, UT 84401

To CPB at:  
Steven Hansen  
Real Estate Project Manager  
The Church of Jesus Christ of Latter-day Saints  
50 E. North Temple Street, 12th Floor  
Salt Lake City, UT. 84150

To City at:  
Ward Ogden  
Community Development Manager  
Ogden City  
2549 Washington Blvd., STE 120  
Ogden, UT 84401

or to such other address as the addressee may have specified in a written notice duly given to the sender in the manner above provided. Any notice, request, demand, consent, waiver or other communication given in accordance with the provisions of this Section shall be presumed to have been given or received on the earlier to occur of the date of actual receipt thereof, the third business day following delivery thereof to the special courier, as shown on the courier's records, or the third business day following the date of mailing same by U.S. registered or certified mail, as appropriate.

**7.5. Interpretation.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term

"person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, trust, association or other entity or association or any combination thereof. For purposes of this Agreement, any references to the term "days" shall mean calendar days, exclusive of legal holidays. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

7.6. **Effect.** The provisions of this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. The Parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of this Agreement.

## 8. **Attachments**

### 8.1. Schedule

### 8.2. Legal Descriptions

### 8.3. Plat Maps & Aerial Photographs

8.3.1. Block 43, Plat A: Plat map showing East Half of Block 43, CPB Parcels, City Parcels

8.3.2. Block 43, Plat A: Aerial showing East Half of Block 43, CPB Parcels, City Parcels

8.3.3. Block 44, Plat A: Plat Map showing Existing School Property Site, Replacement Parcel

8.3.4. Block 44, Plat A: Aerial showing Existing School Property Site, Dee School Building to be demolished, Replacement Parcel, church building, and existing church parking lot adjacent to building

### 8.4. Schematic Plan for Replacement CPB Parking Lot

### 8.5. Schematic Plan Review Requirements

### 8.6. CPB Construction Standards

9. **Approval of Commitment and Title.** The School District agrees to provide a commitment for title insurance (“**Commitment**”) to the Parties who will be grantees (“**Grantees**”) to the conveyances contemplated in this Agreement (i.e. the School District as to the CPB Parcels and the City Parcels, CPB as to the Replacement Parcel, and the City as to the Remainder Existing School Property). The Grantees shall have ten (10) days (“**Objection Period**”) after receipt of the (“**Commitment**”) to review the Commitment and deliver in writing to the conveying party or parties (“**Grantor**” or “**Grantors**,” as the case may be) any objections that it may have to anything contained therein. Any such item to which a Grantee shall not object within the Objection Period shall be deemed a "Permitted Exception". If there are objections by a Grantee to any exceptions listed in the Commitment, the Grantor of the property to be conveyed shall in good faith attempt to satisfy such objections prior to Closing. However, if a Grantor, in its reasonable judgment, is unable to clear the encumbrance, then the Grantor shall be under no obligation to satisfy Grantee’s objections. If a Grantor delivers written notice to its Grantee on or before the Closing Date that Grantor is unable to satisfy such objections, or if, for any reason, a Grantor is unable to convey title as required herein, a Grantee, or any one or more of them, may either waive such objections and accept title as its Grantor is able to convey without any reduction in the Purchase Price, or terminate this Agreement by written notice to Grantor. Zoning ordinances and the lien for current real property taxes shall be deemed to be Permitted Exceptions. Real property taxes, assessments, mortgages, or other similar type liens shall never be deemed to be Permitted Exceptions, even when a Grantee fails to give notice as provided herein.

10. **Counterparts; Signatures.** This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

(Signatures commence on the next page.)

Signed, in triplicate, this 27 day of march 2015.

**Board of Education of Ogden City School District**

Attest:



By: Jeffrey N. Heiner,  
President, Board of Education



Zane K. Woolstenhulme,  
Business Administrator

**The Corporation of the Presiding Bishop of the  
Church of Jesus Christ of Latter-day Saints, a Utah corporation sole**

OK  
3/27/15



By:  
Its: Authorized Agent

**Ogden City Corporation**

Attest:

\_\_\_\_\_  
By: Michael P. Caldwell, Mayor

\_\_\_\_\_  
City Recorder

Approved as to form:

\_\_\_\_\_  
Office of Ogden City Attorney

Signed, in triplicate, this 27 day of March 2015.

**Board of Education of Ogden City School District**

Attest:

\_\_\_\_\_  
By: Jeffrey N. Heiner,  
President, Board of Education

\_\_\_\_\_  
Zane K. Woolstenhulme,  
Business Administrator

**The Corporation of the Presiding Bishop of the  
Church of Jesus Christ of Latter-day Saints, a Utah corporation sole**

\_\_\_\_\_  
By:  
Its: Authorized Agent

**Ogden City Corporation**

Attest:

*MS*  
\_\_\_\_\_  
By: Michael P. Caldwell, Mayor



\_\_\_\_\_  
City Recorder

Approved as to form:

\_\_\_\_\_  
Office of Ogden City Attorney

## **ATTACHMENT 8.1. – SUMMARY OF DATES**

The following represents a summary of most, if not all, of the dates dispersed throughout the Agreement and is intended to aid the Parties in finding dates and deadlines. Should there be any conflict between the dates in the body of the Agreement and the following dates, the dates in the body of the Agreement shall control.

### **Section 2. New School West Entry – CPB Parcels**

Agreement Date to 3/31/15, Estimate. Temporary Use of CPB Parcels by School District for construction worker parking from Agreement Date to Closing.

3/31/15, Maximum Deadline. Closing – CPB conveys CPB Parcels to School District.

3/31/15, Estimated date, actual is consistent with Closing. School District pays to CPB the School District's Initial Payment.

3/31/15, Estimated date, actual is consistent with Closing. School District signs Notice of Interest on Replacement Parcel.

4/1/15 – 7/31/15, Estimated Start, actual is consistent with Closing. Maximum Deadline for End. Temporary use of CPB Parcels by CPB after Closing until 7/31/15, which is the start date of demolition of the parking lot on CPB Parcels.

12/1/15 – 10/1/17, Estimate. Temporary use by CPB of New West School Entrance for Sunday parking from the date of completion of the New West School Entrance, until completion of the Replacement CPB Parking Lot.

### **Section 3. New School West Entry – City Parcels**

3/31/15, Maximum Deadline. Closing – City conveys City Parcels to School District.

### **Section 4. Existing School – Acquisition and Demolition**

1/1/16, Maximum Date. Amend ILA.

2/1/17, Maximum Date. Completion date for Subdivision of Existing School Property.

2/28/17. Maximum Date. School District conveys Remainder Existing School Property to City.

5/31/17. Maximum Date. Completion date for Existing School Building demolition.

### **Section 5. Replacement CPB Parking Lot – Replacement Parcel**

6/1/17 Maximum Date. Closing, conveyance of Replacement Parcel from School District to CPB.

**Section 6. Replacement CPB Parking Lot – Design and Construction**

6/1/17 – 8/31/17, Estimate. Start of construction will occur no later than 30 days after the conveyance of Replacement Parcel to CPB. Substantial Completion will be no more than 90 days after start of construction.

8/1/17, Estimate. Start of construction by CPB on landscaping and lighting on Replacement Parcel.

## **ATTACHMENT 8.2. – LEGAL DESCRIPTIONS**

### **Replacement Parcel**

PART OF LOTS 2, 3, 8, AND 9 BLOCK 44, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 79.55 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 8, AND RUNNING THENCE EAST 53.35 FEET, MORE OR LESS TO THE WEST LINE OF SAID LOT 9; THENCE SOUTH 183.2 FEET; THENCE EAST 104.17 FEET; THENCE SOUTH 214.5 FEET; THENCE WEST 157.52 FEET, MORE OR LESS, TO A POINT SOUTH OF BEGINNING; THENCE NORTH 397.7 FEET TO THE PLACE OF BEGINNING.

### **CPB Parcels**

PART OF LOT 4, BLOCK 43, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; AND RUNNING THENCE EAST 10 RODS, THENCE NORTH 4 RODS, THENCE WEST 10 RODS, THENCE SOUTH 4 RODS TO THE PLACE OF BEGINNING. 01-037-0023

PART OF LOT 4, BLOCK 43, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT AND RUNNING THENCE EAST 165 FEET; THENCE SOUTH 66 FEET; THENCE WEST 165 FEET; THENCE NORTH 66 FEET TO THE PLACE OF BEGINNING. ALSO: PART OF LOT 4, BLOCK 43, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 8 RODS; THENCE WEST 10 RODS; THENCE NORTH 8 RODS; THENCE EAST 10 RODS TO THE PLACE OF BEGINNING. 01-037-0024

### **City Parcels**

PART OF LOT 3, BLOCK 43, PLAT "A" OGDEN CITY SURVEY: BEGINNING 132.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 AND RUNNING THENCE SOUTH 4 RODS, THENCE EAST 32.5 FEET, NORTH 4 RODS, THENCE WEST 32.50 FEET TO BEGINNING. SUBJECT TO AND TOGETHER WITH A RIGHT OF WAY ONE ROD WIDE ALONG THE SOUTH SIDE OF SAID PARCEL. 01-037-0019

PART OF LOT 3, BLOCK 43, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 5 RODS WEST OF THE NORTHEAST CORNER OF SAID LOT 3, AND RUNNING THENCE SOUTH 66 FEET; THENCE WEST 5 RODS; THENCE NORTH 66 FEET; THENCE EAST 5 RODS, TO THE PLACE OF BEGINNING. TOGETHER WITH

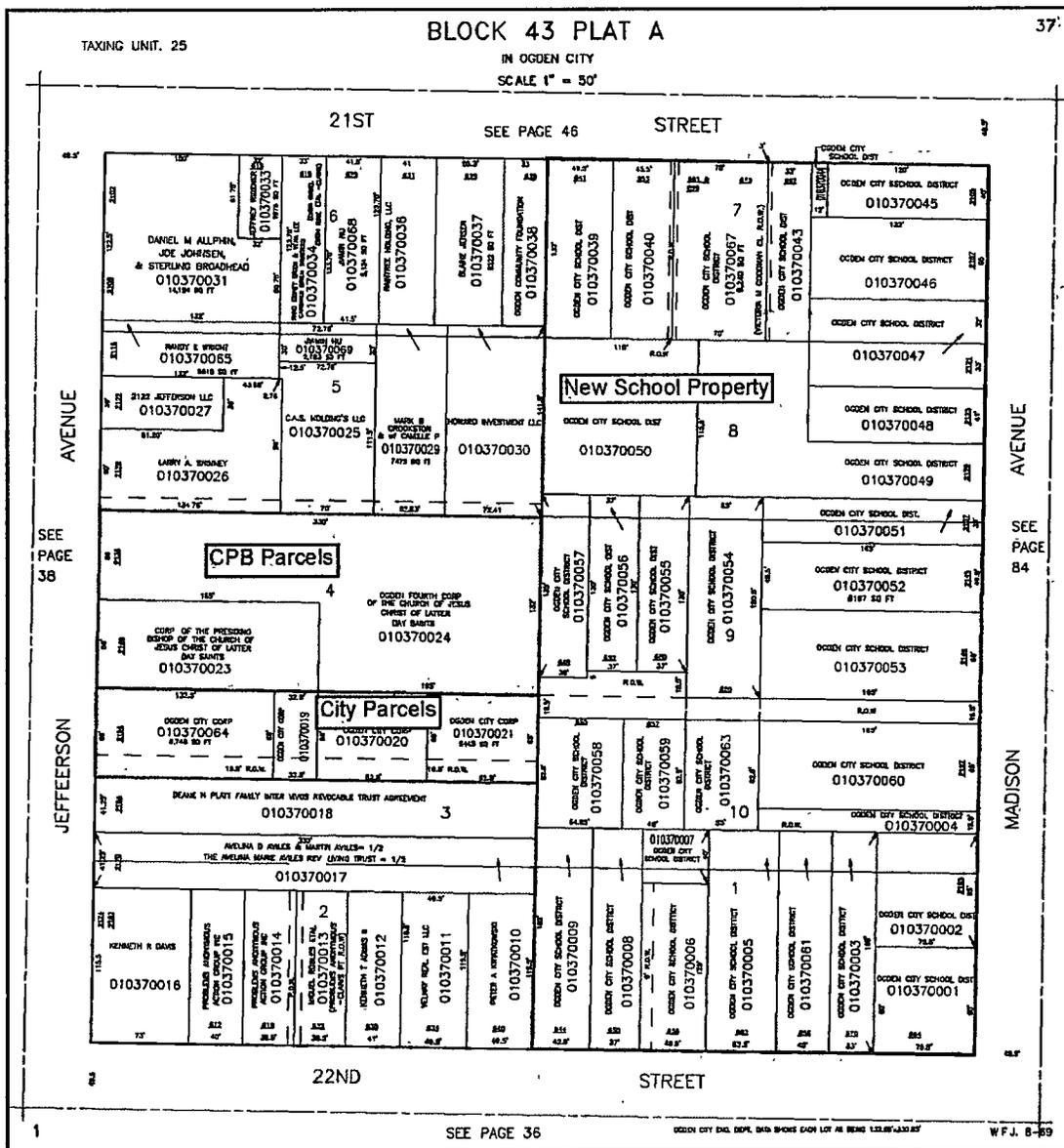
AND SUBJECT TO A 1 ROD RIGHT-OF-WAY ALONG THE SOUTH LINE OF SAID LOT 3 FOR THE USE OF IRETA BLANCHE WATKINS AND THE GRANTEE HEREIN WESTWARD TO JEFFERSON AVENUE. 01-037-0020

PART OF LOT 3, BLOCK 43, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, AND RUNNING THENCE SOUTH 66 FEET, THENCE WEST 82.50 FEET, THENCE NORTH 66 FEET, THENCE EAST 82.50 FEET TO BEGINNING. SUBJECT TO AND TOGETHER WITH A RIGHT OF WAY 1 ROD WIDE ALONG THE SOUTH SIDE OF SAID PROPERTY. 01-037-0021

PART OF LOT 3, BLOCK 43, PLAT A, OGDEN CITY SURVEY: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3 AND RUNNING THENCE SOUTH 66 FEET, THENCE EAST 132.5 FEET, THENCE NORTH 66 FEET, THENCE WEST 132.5 FEET TO BEGINNING. TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY ONE ROD WIDE ALONG THE FOLLOWING DESCRIBED: BEGINNING AT A POINT SOUTH 49.5 FEET FROM THE NORTHWEST CORNER OF SAID LOT 3 AND RUNNING THENCE SOUTH 16.5 FEET THENCE EAST 247.5 FEET, THENCE NORTH 16.5 FEET, THENCE WEST 247.5 FEET TO THE POINT OF BEGINNING. 01-037-0064

ATTACHMENT 8.3.1.

Block 43, Plat A: Plat map showing New School Property, CPB Parcels, City Parcels

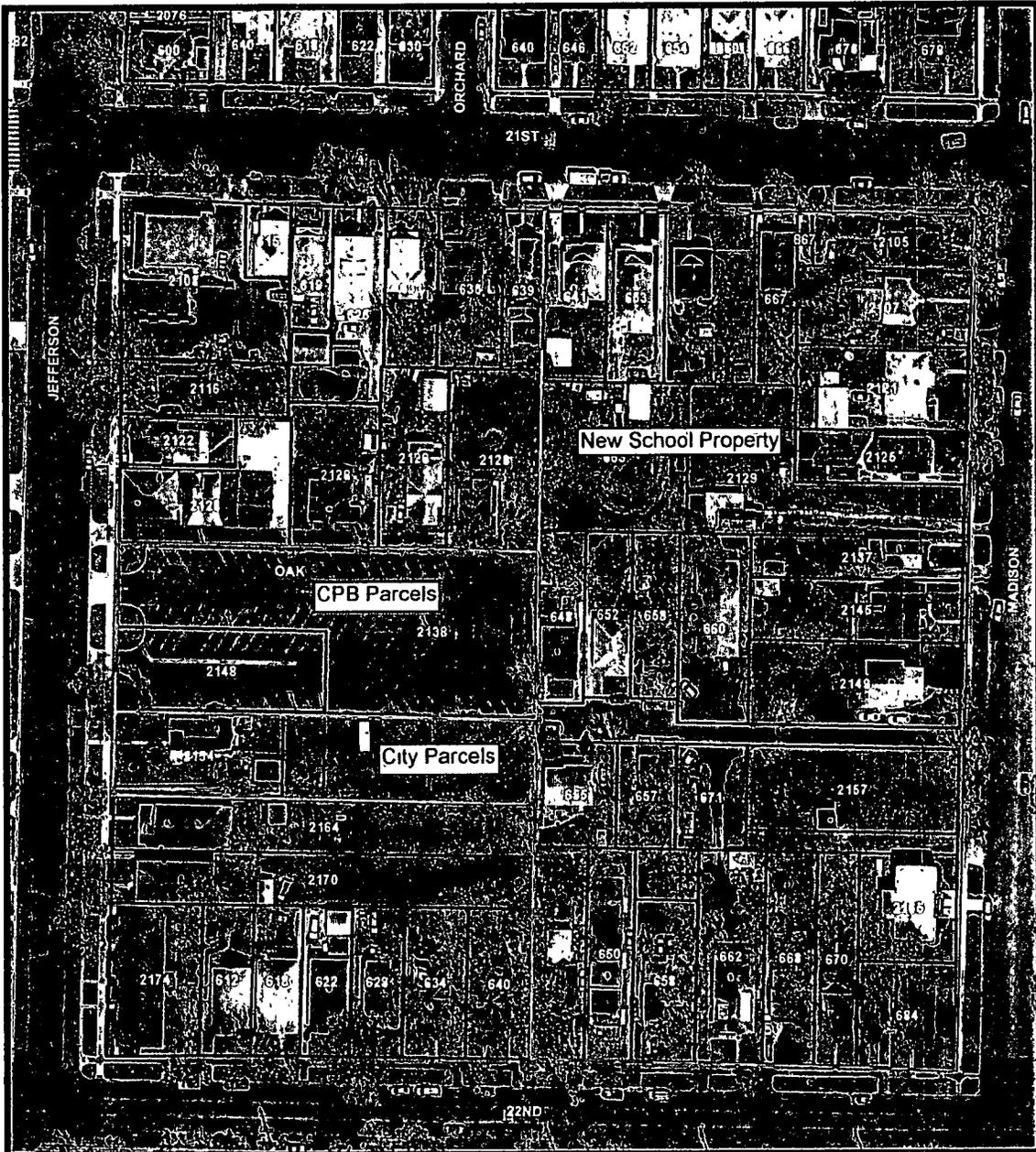


**ATTACHMENT 8.3.2.**

**Block 43, Plat A: Aerial showing New School Property, CPB Parcels, City Parcels**

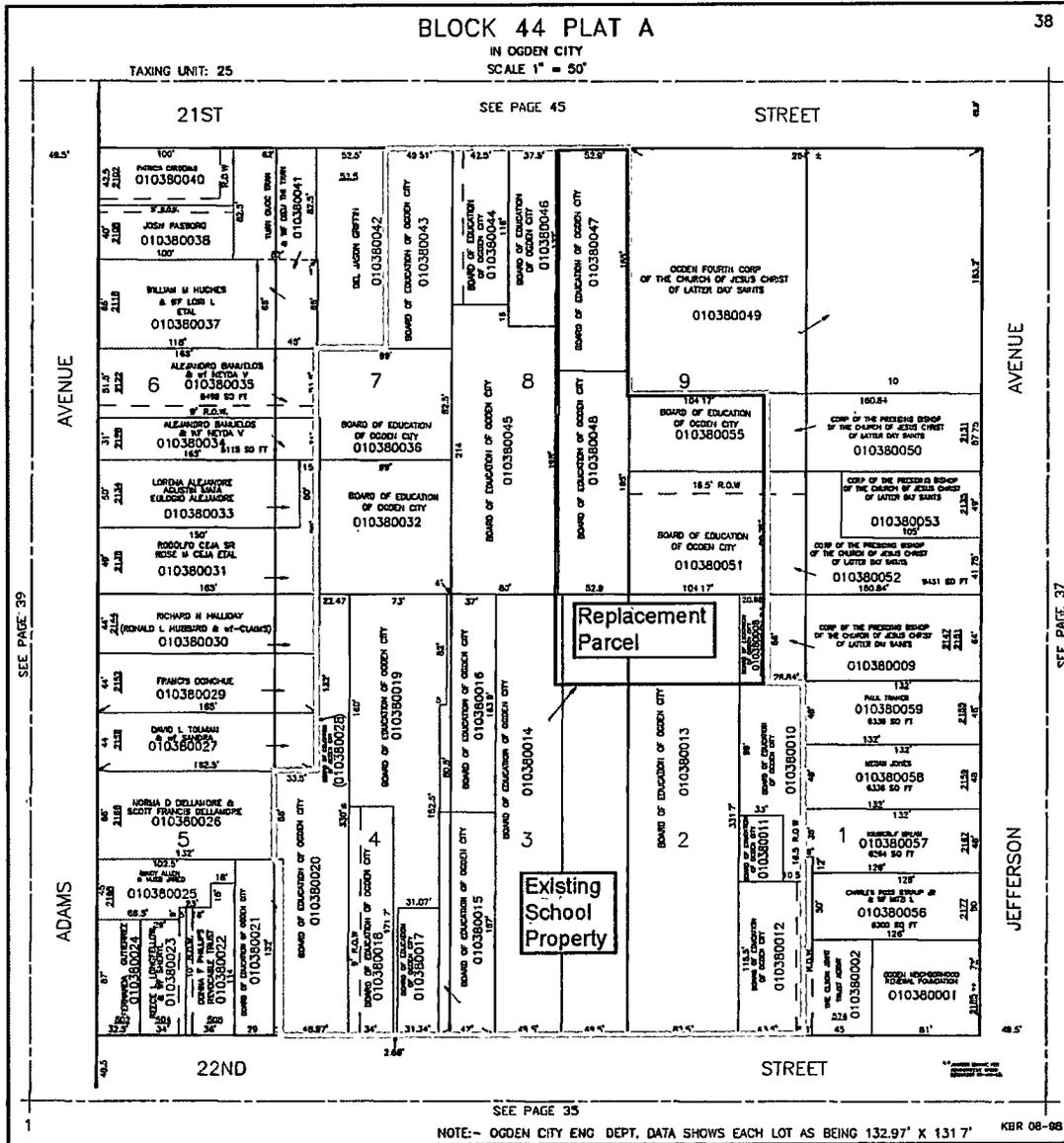
**21st - 22nd, Jefferson Ave. - Madison Ave.  
Plat Book 01, Page 037**

**Block 43 Plat A**



ATTACHMENT 8.3.3.

Block 44, Plat A: Plat Map showing Existing School Property, Replacement Parcel

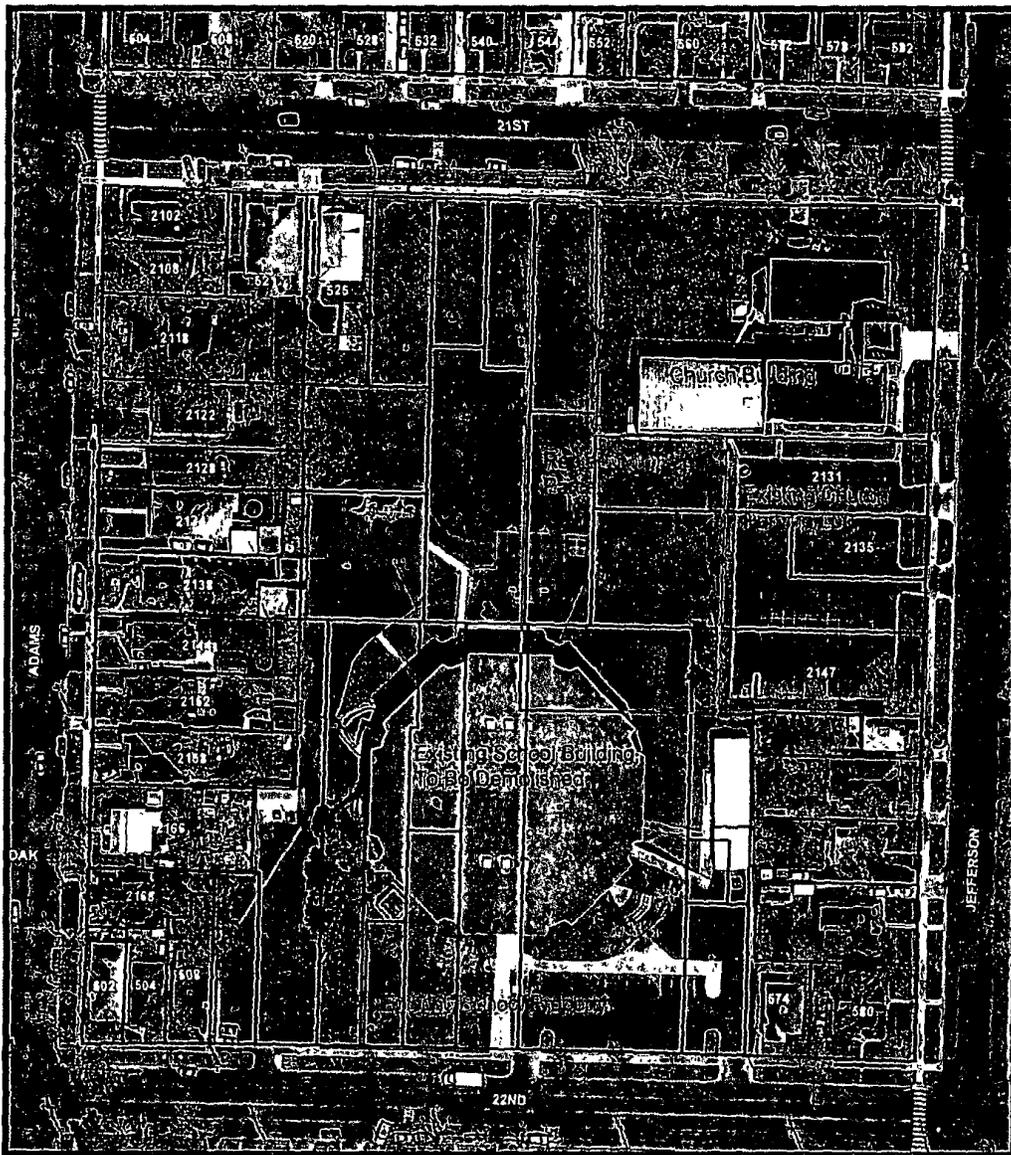


ATTACHMENT 8.3.4.

Block 44, Plat A: Aerial showing Existing School Property, Existing School Building to be demolished, Replacement Parcel, church building, and existing church parking lot adjacent to building

21st - 22nd, Adams Ave. - Jefferson Ave.  
Plat Book 01, Page 038

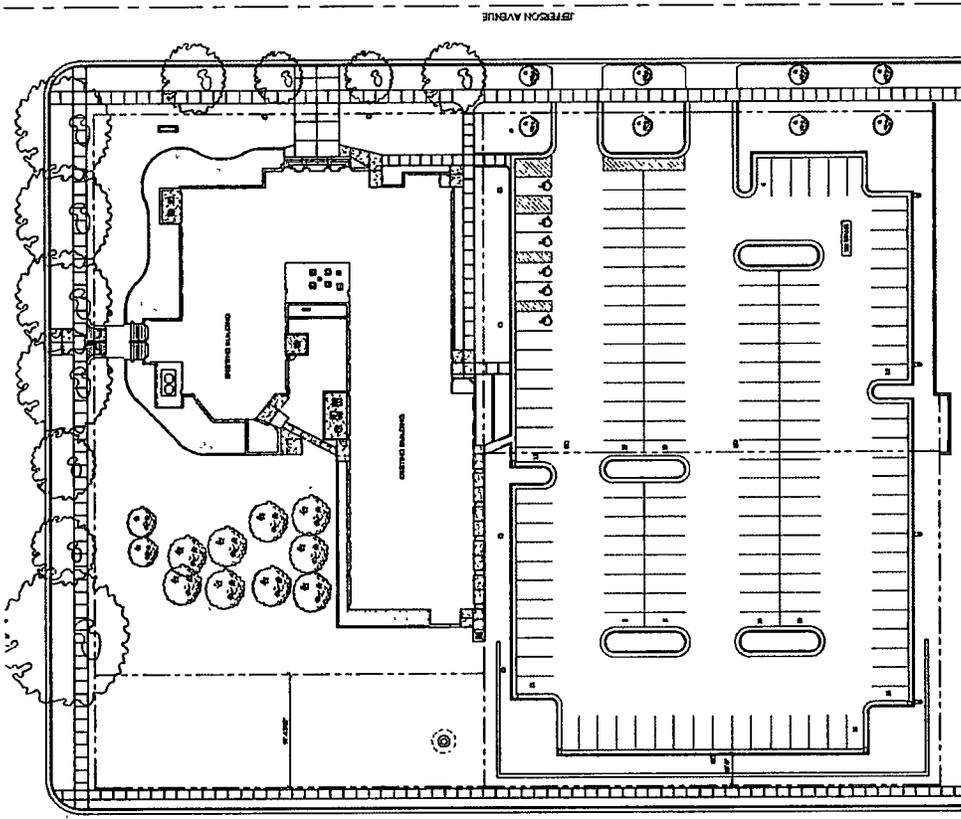
Block 44 Plat A



ATTACHMENT 8.4.  
 SCHEMATIC PLAN FOR REPLACEMENT CPB PARKING LOT



CITY OF PROVO, UTAH  
 PLANNING & ZONING DEPARTMENT  
 100 WEST CENTER STREET, SUITE 200  
 PROVO, UTAH 84601  
 PHONE: 801.733.8000  
 FAX: 801.733.8001  
 WWW.PROVO.UTAH.GOV



SITE IMPROVEMENT PLAN  
 1/4" = 10' 0"  
 11.1.17  
 PROPERTY NUMBER: 20.9.1728  
 PROJECT: WALKWAY  
 PARKING IMPROVEMENTS  
 100 WEST CENTER AVENUE  
 PROVO, UTAH

**S101**

ATTACHMENT 8.5.  
SCHEMATIC PLAN REVIEW REQUIREMENTS

Ogden City Planning

1. The expansion of the accessory parking lot on the property owned by CPB next to the current church meetinghouse is a permitted use.
2. The design of the parking lot requires site plan application and then approval of the site plan as complying with the zoning and other city codes for development. Once there are no corrections to the plan an escrow needs to be established for the landscaping improvements before a building permit can be issued for the parking lot expansion.
3. In order to expand the parking lot CPB will need to have ownership of the property.
4. The zoning ordinance requires a minimum of 115 parking stalls for the church and having at least 115 parking stalls on site will bring the site into compliance.
5. The zoning ordinance requirements to approve the parking lot expansion are as follows:
  - a. A minimum landscaped front yard setback of 20 feet from property line on Jefferson. (15-35-4.C.1)
  - b. A minimum landscaped rear yard setback of 15 is required. It is suggested a 20 foot setback to be in line with future development to the south along the new road. (15-12-8.F. and 15-35-4.4.a.)
  - c. Side yard landscaped setback along the south side of 5 feet. (15-35-4.C.2.a. and 15-12-8.F.)
  - d. Parking stall sizes 9' by 18' with 24 foot back up or 8.5' by 18' with 25 foot back up. Stall sizes for compact cars can be 8' by 16' and can be up to 30% of parking lot. (15-12-8.H.)
  - e. A 9' by 18" landscaped island with one 2" caliper tree in each island and islands placed at the end of row of stalls that have more than 10 stalls in a row and if the row has over 20 stalls an island between so there are no more than 20 stalls before an island and a minimum of 10% of the parking area have landscaping. (15-12-9.C.)
  - f. Provide screening where parking lot is next to residential uses. There are various screening options based on impact of lot and topography that would be determined once topo is determined and planting scheme along the edge of the property. (See 15-12-9.A.)
6. The improvements to the entire parking lot are required since the expansion is more than 20% of the size of the existing lot. (15-12-2.B.)
7. Since these standards are ordinance and not discretionary when the parking enlargement is over 20% then the only relief from the requirements is making a request for a variance from the Board of Zoning Adjustments or revise certain design aspects of the lot so it does not trigger certain requirements.

Ogden City Engineering

1. Provide a grading and drainage plan.
2. Provide key elevations on the drawings.
3. Design a storm water facility calculated on the increased pavement area.

Ogden City Building Division

1. For the west retaining wall, submit construction plans and structural calculations for review and approval.

Ogden City Fire Department

1. Schematic Plan is approved.

**ATTACHMENT 8.6.**  
**CPB CONSTRUCTION STANDARDS**

# Civil Engineering Guidelines

## Site Plan Drawings

- Drawing scale no smaller than 1 inch = 20 feet (1:240)
  - The benchmark location and elevation.
  - Existing and proposed contours at 1 foot (30 cm) intervals. For sites with existing and final grades of 2 percent or less, show existing and proposed contours at 0.5 foot (15 cm) intervals. Steep portions of the site may use 2 to 5 foot (60 to 150 cm) contours. Denote existing contours using a lighter weight dashed line.
  - Existing and finished spot elevations for existing and new concrete structures including building slabs, building entrances, equipment slabs, catch basins, curb cuts to offsite streets, and beginning and ending of slopes for walkways, curbs, gutters, and waterways.
  - Dimensions from walkways, curbs, gutters, drainage swales, structures, equipment slabs, and buildings to the property lines.
  - Sections of roads, streets, and site entrances.
  - Provide one (minimum) longitudinal and two (minimum) transverse cross sections through the building and the site indicating existing and final site grades and indicating the final building interior slab on grade elevations.
  - Location of utility lines and their connections, both on-site and off-site.
  - Parking lot layout with ingress and egress.
  - A sufficient number of top of mow strip elevations to ensure correct installation.
  - The elevation contours of water elevations for both the 10 year and 100 year storms at areas used for detention of water. Site drainage calculations shall be provided. The paving surface should not be used for ponding storm water from the 10 year storm when retention or detention is required. Runoff in excess of the 10 year storm may be ponded on the paving surface.
  - Control and expansion joints in concrete sidewalks, curbs, mow strips, and paving. Control joints in concrete sidewalks should ideally align with control joints in concrete curbs. Spacing for control joints and expansion joints are found in the specifications **(03 3053)** Joint sealant requirements at expansion joints are also found in the specifications.
  - Right of ways and easements
  - Location of light poles
  - Location of retaining walls. Retaining walls are to be designed by the civil engineer or the structural engineer. Once concrete walls are
-

over about 6' tall, it can be more economical to use "rock walls", "keystone walls", "segmented walls", etc.

- Indicate fire access lanes.
  - Incorporate any locally required development of any offsite adjoining streets, water lines, sewer lines, sidewalks, etc. into the contract documents.
  - Incorporate any locally required setbacks at front, rear, and sides and/or any greenbelt (open space) requirements into the contract documents.
  - Provide a storm water pollution prevention plan (SWPPP) or equal as required by the authority having jurisdiction.

### **Soils 31 0501, 31 1100, 31 2213, 31 2216, 31 2316**

#### **Geotechnical Evaluation Report**

The project manager arranges, using the *Agreement between Client (Trust) and Geotechnical Consultant*, for a registered professional geotechnical engineer to evaluate a project site and perform a geotechnical investigation and prepare a report that is provided to the architect and the civil engineer.

The Geotechnical Evaluation Report Template should be given to the geotechnical engineer to help the geotechnical engineer provide in the report the items the Owner and the other design consultants need to know.

The report will contain requirements regarding how the building, site elements, and paving are to be supported by the soil and how the soils are to be prepared. These requirements are to be incorporated into the contract drawings, contract specifications, and calculations.

The geotechnical engineer, as separately contracted with the Architect per the *Agreement Between Owner(Trust) and Architect (or as arranged otherwise by the Project Manager)*, should review the contract documents to verify that the requirements of the geotechnical evaluation report have been correctly incorporated into the contract documents and provide a letter to the architect stating that verification has been completed.

The geotechnical engineer should refer to the *Geotechnical Evaluation Report Template* for guidelines for load criteria and for the number of borings required for a project. The template also notes the information required in the geotechnical evaluation report (use the Geotechnical Evaluation Report Template).

## **Engineered Fill (Fill, Structural Fill, Compacted Fill) 31 2323**

All fill placed under or within the area of the building or parking area should be engineered in accordance with recommendations of the geotechnical investigation report (existing on-site material may be used as the engineered fill if allowed by the geotechnical investigation report). Project specifications should properly specify the type and required compaction of engineered fill.

## **Moisture Sensitive Soils**

The Owner has experienced significant problems with buildings constructed on moisture sensitive soils. Structural foundation systems and all site elements are to be designed to meet requirements of local codes and the geotechnical investigation report.

Proper site drainage is critical for limiting movement of moisture sensitive soils. Drainage systems are to be designed to prevent runoff from saturating foundation soils and soils supporting sidewalks, gutters, and pavement. Provide the minimum and maximum slopes required by these guidelines.

It is unreasonable to expect the moisture content in the site soils to remain constant for the expected life of the building. When evaluating options for foundation systems do not assume a constant soil moisture content level.

Consideration is to be given to protecting sidewalks and entry slabs from the effects of heaving soils that can be caused by moisture sensitive soils and/or freezing soils. The architect, civil engineer, and structural engineer are to provide solutions compatible with successful local construction practices.

All exterior entries are protected from rain by dormers or gable ends. Therefore, gutters and downspouts are normally not needed. Do not include them in the project unless required by local jurisdiction or where required due to moisture sensitive soils.

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## **Boundary and Topographical Survey Requirements**

The existing site should be surveyed and a boundary and topographical survey obtained, based on the *Boundary and Topographical Survey Guidelines*. The project manager arranges for the survey to be performed. A boundary and topographical survey (together with the geotechnical investigation report and environmental site assessment report) is provided to the architect and civil engineer.

## Site Grading

### Design Requirements and Considerations

Establish finish floor elevation to ensure positive grading away from building— this may require engineered fill to raise the building elevation. (On site materials may be used as structural fill if allowed by the geotechnical investigation report.) Do not place the building so that water flows toward it.

Establish site grading to ensure positive drainage away from buildings and into engineered drainage management systems. Grade slopes so that water is not trapped behind walkways, mow strips, or retaining walls. If runoff cannot flow directly to parking areas, add catch basins with minimum allowed drainage slopes within landscaped areas.

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For landscaped areas adjacent to the building, the finish elevation at the face of the building should generally be 6 inches (150 mm) minimum below the finish floor. Footing elevations will need to be adjusted accordingly. Elevation should then drop another 6 inches (150 mm) minimum within the first 12 feet (3.5m) away from building. This is a 4% slope. The civil engineer will need to check the local building code requirements. Some authorities having jurisdiction require steeper slopes than 4%. The requirements for drainage are not found in the International Building Code but are established by the local building codes.

For concrete pads (mechanical equipment areas, building aprons) adjacent to the building, the finish elevation at the face of the building should generally be 4" (100 mm) minimum below finish floor level. Slope pad down and away from the building at a minimum gradient of 1/4 inch for every 12 inches. This is a 2% slope.

Site grading is to be coordinated to provide handicap accessibility from parking areas into the building, and from the building to the public way.

Slopes on the site should not be steeper than 2 horizontal to 1 vertical— where slopes would unavoidably need to be steeper, use retaining walls as designed by the structural engineer. Limit use of retaining walls as much as possible.

New finish grades should match existing grades at perimeter of property. Review site design with the geotechnical engineer at steep sites to ensure that a proper foundation system is used.

## Site Grade Limitations

Grading slopes/site grades should be within the limits of the following table. The civil engineer may want to indicate steeper slopes on the plans to assure that minimum slopes are obtained.

**Table 3.1 SITE GRADING LIMITS**

| Area                     | Minimum Slope                                                                                                  | Maximum Slope                                                                                                                                 |
|--------------------------|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Asphalt Paving           | 2% (50H:1V)<br>(1.5% (65H:1V) at handicap parking)                                                             | 5% (20H:1V)<br>(2% (50H:1V) at handicap parking)                                                                                              |
| Concrete Paving          | 1% (100H:1V)                                                                                                   | 5% (20H:1V)<br>(2% (50H:1V) at handicap parking)                                                                                              |
| Driveways                | Asphalt 2% (50H:1V)<br>Concrete 1% (100H:1V)                                                                   | 5% (20H:1V) for asphalt and concrete<br>Up to 8% (12.5H:1V) is allowed for asphalt and concrete, if approved by the project manager           |
| Gutters                  | 0.5% (200H:1V)<br>1% preferred                                                                                 | 8% (12.5H:1V)                                                                                                                                 |
| Sidewalks/Handicap Ramps | No minimum                                                                                                     | 8% (12.5H:1V)<br>(5% (20H:1V) on sidewalks and 8.33% (12H:1V) on ramps used for handicap access)                                              |
| Sidewalk Cross Slope     | 1% (100H:1V)                                                                                                   | 2% (50H:1V)                                                                                                                                   |
| Means of Egress          | 1% (100H:1V) or as required by local codes                                                                     | 5% (20H:1V) or as required by local codes<br>2% (50H:1V) at doors for width of door                                                           |
| Landscape Areas          | Within 12' of building<br>4% (25H:1V)<br>Shrub areas intended to drain<br>2% (50H:1V)<br>Elsewhere 2% (50H:1V) | 50% (2H:1V)<br>Retaining walls required if slope is greater than 50% (2H:1V)<br>In lawn and swale areas, slope should not exceed 33% (3H:1V). |

## **Site Drainage 33 4116**

### **Site Drainage Considerations**

See Site Grading - Design Requirements and Considerations.

### **Runoff Considerations**

Preferably, runoff should immediately be removed from site into an acceptable off-site storm water management system. The site should collect and drain all storm water that falls on the site. If water from adjacent properties or historical waterways drains onto site, consult with architect and project manager to seek their direction. If local authority having jurisdiction requires on-site disposal or a controlled runoff system, it may be accomplished by using dry wells, sumps, storage ponds, or storage structures.

The collection, retention, detention and disposal of the storm water should not interfere with the function of the parking or building during high intensity storms.

### **Design Considerations**

Design drain pipes, catch basins, manholes, and retention or detention basins for the 100-year Average Recurrence Interval precipitation event.

Perform site drainage calculations, including runoff calculations for surrounding property that drains onto the project site. Include precipitation intensity data for the 100-year storm for various time events from 5 minutes through 24 hours. The paving surface should not be used for ponding storm water from the 10-year storm when retention or detention is required. However, runoff in excess of the 10-year storm may be temporarily ponded on the paving surface. The contour of the water elevation for both the 10-year and 100-year storms should be shown on the site drawings.

A permanent drainage easement should be obtained and approved by local authorities before designing site drainage that drains onto adjoining properties.

When required by local jurisdictions, provide 1-foot (300mm) freeboard in retention/detention basins above the calculated 100-year storm elevation and provide means to manage overflow of retention/detention basin in the event of an extreme event.

In addition to site contours, use spot elevations on the site drainage plan to establish elevations of waterways, swales, sidewalks, catch basins, mow strips, curbs and gutters, etc.

### **Erosion and Sediment Control Plan Storm Water Pollution Prevention Plan (SWPPP) Post Construction Storm Water Maintenance Plan**

The civil engineer should provide an Erosion and Sediment Control Plan, Stormwater Pollution Prevention Plan (SWPPP), Post Construction Stormwater Maintenance Plan or equal as required by the authority having jurisdiction using the templates, guidelines, regulations and requirements of the authority having jurisdiction for the project site.

---

Determine if the AHJ has a stormwater utility, if so, identify utility credit procedures and application. Coordinate with project architect and project manager to identify and carry forward through design BMPs to obtain utility credits.

## **Parking Lots**

### **Considerations**

The project manager should evaluate whether asphalt or concrete paving should be used based upon site conditions and a life cycle cost analysis. Choose the type of material used for the pavement (asphalt or concrete) after discussing with the project manager. The design life of the paving is to be 40 years minimum.

Paving is to be designed for the following loads unless otherwise determined through the site adapt process:

- Parking areas, drive lanes, driveways and paved areas:
  - Design for a “Light” Traffic Classification, Class I (equivalent single axle load, ESAL, of less than  $10^4$  year)  
AND
    - Design paving to support six (6) equivalent single axle loads of 18 kips/sq ft (214 MPa) per week.
    - Design drive lanes and driveway paving system to support five (5) to fifteen (15) equivalent single axle loads of 18 kips per week from buses and garbage trucks.
    - Trash enclosure approach slab: One (1) 40,000 pound axle load per week.
- Design life of concrete and asphalt paving system is to be forty (40) years (minimum).

Design paving sections and prepare underlying soils as recommended in the geotechnical investigation report. Drive lane parking section should be designed to support several passes of buses and garbage trucks during a week.

Use concrete paving around the trash dumpster enclosure area to support the weight of garbage trucks. Thicken the concrete paving to support the weight of garbage trucks as needed.

Use concrete curbs rather than wheel stops.

Decorative planters and landscape islands in parking areas require more maintenance and are not preferred— install only when unalterably mandated by the local authority having jurisdiction.

The base material beneath the paving and the final grades and elevations must be tested and inspected to ensure success of the paving.

Parking lot stalls should be per the requirements of the authority having jurisdiction. If there are no requirements, use a parking lot stall size of 9'x18' and 9'x20' if the vehicles are parked "nose to nose".

### **Asphalt Paving Considerations 32 1216**

Design asphalt paved areas with a minimum asphalt thickness of 3 inches (75mm) and a minimum aggregate base thickness of 6 inches (150mm). Prepare underlying soils according to requirements of the geotechnical investigation report. Local experience and/or requirements of the geotechnical investigation report may dictate using thicker asphalt or aggregate base.

A 3 inch (75mm) single lift is preferred or if two lifts are desired, the first lift should be 2 inches (50mm) thick and the second lift should be 1-1/2 inches (40 mm) thick. Use caution when placing multiple lifts since the time between placing and compacting asphalt lifts can be reduced to as little as 10 minutes.

Modify project specifications to match a locally available mix design that most closely matches the mix design of the standard specification.

Do not channel water across asphalt surfaces. Use concrete gutter or waterway structures at these locations.

Confine edges of asphalt paving by concrete curbs, gutters, or paving.

## Quality Assurance

### Site Observations and Verification

The civil engineer should be consulted during the project site selection process for input regarding the acceptability, from a civil engineering standpoint, of the project sites being considered. Input from the civil engineer during the site selection process can help prevent many design problems and help reduce site adapt costs. The least expensive project site may be the most expensive site to build on.

The Agreement between Owner(Trust) and Architect should define the minimum number of site observations required of the civil engineer. The project manager, architect, and civil engineer should jointly establish the minimum number of site observations to be performed before finalizing the agreement. The agreement also notes the number of pre-installation and post-construction meetings that the civil engineer is contractually obligated to attend. The site observations performed by the civil engineer are to be thorough and accurate.

The minimum number of site observations by the civil engineer during construction is recommended for site complexity as follows:

- Simple Site: 3 to 4 site observations
- Moderately Complex Site: 4 to 5 site observations
- Complex Site: 6 to 7 site observations

Major replacement and improvement projects may require more site visits.

The architect and civil engineer should verify that the required quality of work is being provided. During site observations, the civil engineer should thoroughly review all aspects of the civil engineering work underway. The civil engineer is to verify the work on the project site is as shown on the civil site and grading plans and the related civil work described in the contract documents. Errors are to be immediately reported to the contractor for correction. Written observation reports as well as photographs for the Owner's quality assessment program are required. Reports should be provided within 24 hours of having been performed.

The civil engineer should also review mix designs for exterior concrete site work and reinforcing and should review the mix designs for paving. The civil engineer should review test results for aggregate base, concrete site work and paving and recommend to the architect acceptance or rejection of the tested work.

Refer to the Agreement between Owner(Trust) and Architect for additional requirements.

## Inspections and Testing

### General

The project manager will retain a testing agency to verify the work and test the material quality during construction.

The project manager, architect, and civil engineer should jointly establish the type, amount and frequency of inspections and testing to be performed. The requirements for testing and inspection should be incorporated into the contract documents. Utilize the guidelines for the testing and inspection requirements found in the *Civil and Structural Testing and Inspection Services Guidelines*.

The testing agency should maintain a record of all inspections and tests performed and provide adequate information to verify compliance with the contract documents. The testing agency should provide reports to the project manager, architect, civil engineer, and contractor.

Contract documents give the project manager the right to test any material on the project. The cost of testing will be paid by the project manager; however, the cost of re-testing materials replaced due to failed tests will be paid by the project manager and reimbursed by the contractor. The following inspections and tests should be considered for all projects:

#### Engineered Fill **31 0000**

Inspection and testing of engineered fill is required for all projects by the code and by the Owner.

The base material beneath the paving and the final grades and elevations must be tested and inspected to ensure success of the paving.

#### Asphalt Paving **32 1216**

Inspection, performed during asphalt testing, and testing of asphalt is not required by the code but is required for all projects by the Owner.

#### Concrete

Inspection and testing of concrete is required for Welfare Service projects.

Inspection and testing of concrete is generally not required for meetinghouses and other wood framed projects by the code. However, it is required that some inspections and tests be performed. Specific requirements are found in the *Civil and Structural Testing and Inspection Services Guidelines*. The project manager, at his discretion, and with the input of the project design team, may require that additional inspections and tests be performed for more quality control.



File No. 140674  
TAX NOTICE TO:  
1950 Monroe Boulevard  
Ogden, Utah 84401

E# 2728065 PG 1 OF 2  
Leann H. Kilts, WEBER COUNTY RECORDER  
27-Mar-15 0236 PM FEE \$12.00 DEP DB  
REC FOR: MOUNTAIN VIEW TITLE - OGDEN  
ELECTRONICALLY RECORDED

**WARRANTY DEED**

Ogden City Corporation, a corporation existing and organized under the laws of the State of Utah, with its principal office located at 2549 Washington Blvd, Suite 910, Ogden, Utah 84401, hereinafter referred to as Grantor, does hereby grant, convey and warrant to:

**Ogden City School District**

hereinafter referred to as Grantee, of 1950 Monroe Boulevard—Ogden, Utah 84401, for the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, all of the fee simple, marketable right, title and interest in and to the following described real property, located in Weber County, State of Utah, more particularly described as follows:

**See Legal Description on Attached Exhibit "A"  
Which by Reference is made a Part Hereof.**

**Tax Parcel Number: 01-037-0019; 01-037-0020; 01-037-0021; 01-037-0064**

Subject to easements, restrictions and rights of way of record or decree or prescription, including but not limited to landowner associations and dues or assessments due to the same, covenants, conditions and restrictions imposed by any landowner associations and any fees, charges or assessments levied by local governmental authorities, common roads used by the owners of the subject property, abutting property owners and guests.

Witness the hand of the Grantor on March 26, 2015

Ogden City Corporation

*Michael P. Caldwell*  
Michael P. Caldwell, Mayor

ATTEST:

*Nancy Hamner*  
City Recorder



State of Utah  
County of Weber

On the 26<sup>th</sup> day of March, 2015, personally appeared before me, Michael P. Caldwell, who being by me duly sworn did say that, (s)he the said Michael P. Caldwell, is the Mayor of Ogden City Corporation and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Michael P. Caldwell, duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

*Lee Ann Peterson*  
Notary Public

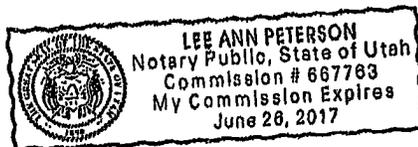


EXHIBIT "A"

PARCEL 1:

PART OF LOT 3, BLOCK 43, PLAT "A" OGDEN CITY SURVEY; BEGINNING 132.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 AND RUNNING THENCE SOUTH 4 RODS, THENCE EAST 32.5 FEET, NORTH 4 RODS, THENCE WEST 32.50 FEET TO BEGINNING. SUBJECT TO AND TOGETHER WITH A RIGHT OF WAY ONE ROD WIDE ALONG THE SOUTH SIDE OF SAID PARCEL.

PARCEL 2:

PART OF LOT 3, BLOCK 43, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH; BEGINNING AT A POINT 5 RODS WEST OF THE NORTHEAST CORNER OF SAID LOT 3, AND RUNNING THENCE SOUTH 66 FEET; THENCE WEST 5 RODS; THENCE NORTH 66 FEET; THENCE EAST 5 RODS, TO THE PLACE OF BEGINNING, TOGETHER WITH AND SUBJECT TO A 1 ROD RIGHT-OF-WAY ALONG THE SOUTH LINE OF SAID LOT 3 FOR THE USE OF IRETA BLANCHE WATKINS AND THE GRANTEE HEREIN WESTWARD TO JEFFERSON AVENUE.

PARCEL 3:

PART OF LOT 3, BLOCK 43, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH; BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, AND RUNNING THENCE SOUTH 66 FEET, THENCE WEST 82.50 FEET, THENCE NORTH 66 FEET, THENCE EAST 82.50 FEET TO BEGINNING. SUBJECT TO AND TOGETHER WITH A RIGHT OF WAY 1 ROD WIDE ALONG THE SOUTH SIDE OF SAID PROPERTY.

PARCEL 4:

PART OF LOT 3, BLOCK 43, PLAT A, OGDEN CITY SURVEY; BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3 AND RUNNING THENCE SOUTH 66 FEET, THENCE EAST 132.5 FEET, THENCE NORTH 66 FEET, THENCE WEST 132.5 FEET TO BEGINNING, TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY ONE ROD WIDE ALONG THE FOLLOWING DESCRIBED; BEGINNING AT A POINT SOUTH 49.5 FEET FROM THE NORTHWEST CORNER OF SAID LOT 3 AND RUNNING THENCE SOUTH 16.5 FEET THENCE EAST 247.5 FEET, THENCE NORTH 16.5 FEET, THENCE WEST 247.5 FEET TO THE POINT OF BEGINNING.

Parcel Number: 01-037-0019; 01-037-0020; 01-037-0021; 01-037-0064

## Final Buyer's Closing Statement

**Mountain View Title and Escrow, Mountain View Title and Escrow**  
 5732 South 1475 East, #100, Ogden, UT 84403, (801) 479-1191

**Buyer(s)** Ogden City School District  
**Seller(s)** Ogden City Corporation  
**Lender(s)** Lender  
**Property** Property Address  
 See Legal Description Utah

PIN  
 01-037-0019  
 01-037-0020  
 01-037-0021  
 01-037-0064

**Closing Date** 3/27/2015      **Disbursement Date** 3/27/2015      **Proration Date** 3/27/2015

|                                                                        | Debit             | Credit            |
|------------------------------------------------------------------------|-------------------|-------------------|
| <b>Title Charges</b>                                                   |                   |                   |
| Settlement or closing fee to Mountain View Title and Escrow, Inc.      | \$300.00          |                   |
| Owner's title insurance to Mountain View Title and Escrow, Inc.        | \$599.00          |                   |
| Owner's title policy limit \$87,000.00                                 |                   |                   |
| Funding Fee to Mountain View Title and Escrow, Inc.                    | \$60.00           |                   |
| Document Prep to Mountain View Title and Escrow, Inc.                  | \$60.00           |                   |
| Courier Fees to Mountain View Title and Escrow, Inc.                   | \$60.00           |                   |
| Additional Parcel Search to Mountain View Title and Escrow, Inc.       | \$225.00          |                   |
| <b>Recording Fees/Transfer Charges</b>                                 |                   |                   |
| Deed \$20.00 Mortgage Releases to Mountain View Title and Escrow, Inc. | \$20.00           |                   |
| <b>Subtotal:</b>                                                       | <b>\$1,324.00</b> | <b>\$0.00</b>     |
| Balance due from Buyer:                                                |                   | \$1,324.00        |
| <b>Totals:</b>                                                         | <b>\$1,324.00</b> | <b>\$1,324.00</b> |

**Final Seller's Closing Statement**

Mountain View Title and Escrow, Mountain View Title and Escrow  
 6732 South 1475 East, #100, Ogden, UT 84403, (801) 479-1191

**Seller(s)** Ogden City Corporation  
**Buyer(s)** Ogden City School District  
**Lender(s)** Lender  
**Property** Property Address  
 See Legal Description Utah

PIN  
 01-037-0019  
 01-037-0020  
 01-037-0021  
 01-037-0064

**Closing Date** 3/27/2015      **Disbursement Date** 3/27/2015      **Proration Date** 3/27/2015

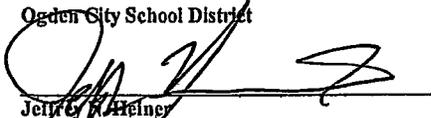
|                          | Debit         | Credit        |
|--------------------------|---------------|---------------|
| Subtotal:                | \$0.00        | \$0.00        |
| Balance due from Seller: |               | \$0.00        |
| <b>Totals:</b>           | <b>\$0.00</b> | <b>\$0.00</b> |

**SETTLEMENT STATEMENT  
SIGNATURE ADDENDUM**

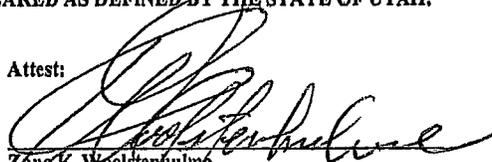
**CERTIFICATION: I HAVE CAREFULLY REVIEWED THE SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE SETTMENT STATEMENT.**

**SELLER AND PURCHASER ACKNOWLEDGE THAT MOUNTAIN VIEW TITLE & ESCROW, INC. IS ACTING AS THE SETTLEMENT AGENT. MOUNTAIN VIEW TITLE & ESCROW, INC. IS NOT THE AGENT FOR EITHER THE SELLER OR THE PURCHASER. MOUNTAIN VIEW TITLE & ESCROW, INC. HAS PREPARED THIS SETTLEMENT STATEMENT AT THE DIRECTION OF THE SELLER AND THE PURCHASER. OTHER DOCUMENTS REQUIRED AT SETTLEMENT, TO COMPLETE THE SALE AND TRANSFER OF THE SUBJECT PROPERTY, WERE ALSO PREPARED AT THE DIRECTION OF THE SELLER AND THE PURCHASER, THEIR ATTORNEY OR AGENT. SELLER AND PURCHASER ACKNOWLEDGE RECEIPT OF THOSE DOCUMENTS. THE FUNDS REQUIRED OF THE PURCHASER OR THE SELLER WILL BE DEPOSITED INTO A FEDERALLY INSURED INSTITUTION. FUNDS WILL NOT BE DISBURSED UNTIL THE FUNDS ARE CLEARED AS DEFINED BY THE STATE OF UTAH.**

Ogden City School District

  
Jennifer R. Heiner  
President, Board of Education  
BUYER

Attest:

  
Zane K. Woolstephulme  
Business Administrator

Ogden City Corporation

\_\_\_\_\_  
Michael P. Caldwell, Mayor  
SELLER

\_\_\_\_\_  
SELLER

READ AND APPROVED

  
Ward Ogden  
Assistant Community Development Manager  
Ogden City

**TO THE BEST OF MY KNOWLEDGE THE SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.**

MOUNTAIN VIEW TITLE & ESCROW, INC.

By: \_\_\_\_\_  
SETTLEMENT AGENT

**SETTLEMENT STATEMENT  
SIGNATURE ADDENDUM**

**CERTIFICATION: I HAVE CAREFULLY REVIEWED THE SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE SETTMENT STATEMENT.**

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Ogden City School District

Attest:

\_\_\_\_\_  
Jeffrey N. Helner  
President, Board of Education  
BUYER

\_\_\_\_\_  
Zane K. Woolstenhulme  
Business Administrator

Ogden City Corporation

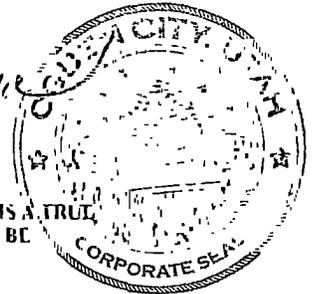
*uo.*  
*ms*  
\_\_\_\_\_  
Michael P. Caldwell, Mayor  
SELLER

SELLER

READ AND APPROVED

*Ward Ogden*  
\_\_\_\_\_  
Ward Ogden  
Assistant Community Development Manager  
Ogden City

Attest: City Recorder *Nancy Hansen*



**TO THE BEST OF MY KNOWLEDGE THE SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.**

MOUNTAIN VIEW TITLE & ESCROW, INC.

By: \_\_\_\_\_  
SETTLEMENT AGENT

FILE: 140674

**INSTRUCTIONS TO SETTLEMENT AGENT  
SELLER --- BUYER WARRANTS AND AGREEMENTS**

The undersigned as the seller and as the buyer of the real property, located in Weber County, State of Utah, which is more particularly described on attached Title Insurance Commitment. Seller and buyer agree to the following in regards to the sale and the purchase of the same.

1. Mountain View Title & Escrow, Inc. is designated as the entity to conduct settlement and to close the sale and the purchase of the subject property. Mountain View Title & Escrow, Inc. does not represent the seller or the buyer as an agent.
2. Mountain View Title & Escrow, Inc. is relying on the instructions of the seller and the buyer in preparation of the settlement documents and has prepared the settlement documents in a manner acceptable to the seller and the buyer. The title commitment describing the real property which is the subject of this agreement and the exceptions contained in the title commitment have been reviewed by the seller and the buyer and are acceptable to the same. The plat map which refers to the subject property has been reviewed and accepted by the seller and the buyer. The plat map is not considered as a survey of the subject property. Parties are aware that exceptions 1 thru 11 will remain as exceptions on the standard owners policy of title insurance issued in favor of the buyer. The title insurance policy will be issued by Mountain View Title & Escrow, Inc. insuring the buyer in the face amount of the purchase price. The parties to this agreement have reviewed, understand and agree to the legal description of the subject property and the outline of the subject property on the plat maps of the Weber County Recorder. Seller and buyer understand that the description of the property being sold and the outline of the same on the plat maps of Weber County do not represent a survey of the subject property.
3. Seller warrants that the debt, if any, itemized on the title commitment, represent all voluntary and all involuntary liens on the subject property. The seller has not entered into any collateral or security agreement, which remains unrecorded, which may pledge in whole or part, the subject property as collateral.
4. The documents prepared for settlement and closing have been reviewed by the attorney who represents the seller of the subject property. Buyer has had the opportunity of having the documents reviewed by an attorney of their choice. The documents are in accordance with the agreement of sale and/or option to purchase agreement entered into by seller and buyer.
5. Taxes were prorated at settlement as follows: 2014 Taxes were exempt. Buyer will have no further taxes for 2014. Seller is aware that when the mill levy is determined for year 2014 in its final format that there may existing a shortfall or excess of taxes being paid at closing. In the event of a shortfall the seller will pay the short fall on demand. Any excess of taxes paid will be refunded to seller by Weber County Treasurer/Assessor.
6. Seller warrants that it is the owner, in fee simple, of the subject property. Seller warrants it has the power and authority to sell the subject property and to convey title to the subject property to the buyer. Seller has no federal or state tax liens or civil judgments filed against them which would affect their ability to sell the property to the buyer, free and clear of lien. Seller has paid all special assessments that may be due on the subject property. Seller has made no application for relief under any section of the United States Bankruptcy code. Seller has not leased or optioned the subject property to a third party. Seller has not contracted for any work to be done on the subject property, which if not paid, would result in the recordation of a mechanics lien in favor of the contractor employed by seller.

7. Seller is being paid at settlement and closing the entire purchase price of the property. Seller understands that the subject property is being purchased by buyer as an investment and that the buyer intends to sell the subject property in whole or in part as an investment property for profit or loss.
8. In the event that any improvements are located on the subject property, which need to be insured, the buyer is responsible for the acquisition of hazard or homeowners insurance. Seller will discontinue any insurance on the subject property at closing.
9. Title to the real property will be conveyed to buyer as follows: **Ogden City School District.**
10. Mountain View Title & Escrow, Inc. will have the seller and the buyer execute the applicable documents for the sale and purchase of the subject property according to the written closing instructions provided to and executed by the same. All of the executed documents will be held by Mountain View Title & Escrow, Inc. until all of funds required to fund the transaction according to the settlement statements, executed by seller and buyer, have been deposited with Mountain View Title & Escrow, Inc. and all funds are declared good funds as defined by the State of Utah. Funds that are wired will be disbursed the same day. Cash will be disbursed the same day. Cashiers checks will be deposited and the funds will be disbursed at such time that the funds have cleared the bank and may be disbursed according to Utah State Department of Insurance good funds law. Upon receipt of good funds, the documents held by Mountain View Title & Escrow, Inc. for recording, will be recorded and funds disbursed according to the settlement statement. At such time that the applicable documents are recorded and the funds disbursed according to the settlement statement, the transaction will be considered closed.
11. Buyer has completed its due diligence on the subject property, including but not limited to inspections and tests performed thereon. Buyer accepts the results of said inspections and tests. Buyer accepts the subject property in its present AS IS condition.
12. The funds required in the settlement and closing will be deposited with Mountain View Title & Escrow, Inc, who will deposit the same into a federally insured institution. Mountain View Title & Escrow, Inc. will be responsible for the proper accounting and disbursement of funds, however, the solvency, liquidity and financial stability of the federally insured institution are not guaranteed by Mountain View Title & Escrow, Inc. Provided that funds are deposited with a federally insured institution, the buyer and seller have no recourse against Mountain View Title & Escrow, Inc. and its underwriter in the event of a failure of the federally insured institution. Any interest earned on funds while in the possession of Mountain View Title & Escrow, Inc. will be retained by the institution in which the funds were deposited and Mountain View Title & Escrow, Inc. as reimbursement of fees expended in regards to the sale and the purchase of the subject property not itemized on the final settlement statements.

In the event that the buyer should be obtaining purchase money financing the Seller and the Buyer understand and agree that certain documents may be required of the lender by both Seller and the Buyer. Seller and Buyer agree to execute the documentation required by the lender in order to facilitate the settlement and the closing of the subject property. Clerical errors may exist and in the event of a clerical error being made, in the settlement documents, it is agreed, by both seller and buyer, that Mountain View Title & Escrow, Inc. is appointed as the Attorney in Fact for the respective party or parties, for purposes of correcting the clerical error made. As such Mountain View Title & Escrow, Inc. is authorized to correct the clerical error and re-record any applicable documents to complete closing. Mountain View Title & Escrow, Inc. is not authorized and will not make corrections which alter the terms of the sale and purchase, including but not limited to changes in purchase price, settlement fees or costs, interest rates assessed on purchase money loans, terms on purchase money loans, or any other change which alter funds paid by buyer or funds due to seller. Any corrections required, which alters the financial side of settlement must be done by the seller or the buyer, as they apply.

The title policy or policies issued in regards to the sale and the purchase of the subject property insure the buyer of the subject property. The buyer may desire to convey or transfer title to another party subsequent to closing. Buyer understands that such a conveyance may alter or terminate the coverage afforded buyer under the respective title policy.

The effective sale and purchase of real property is predicated on the integrity of all parties to the transaction. Significant trust is granted to all parties. In the event that either the seller or the buyer, commits any act which is in violation of this agreement or any other agreement executed in connection with the sale and the purchase of the subject property, which results in the payment of any funds by Mountain View Title & Escrow, Inc. or its designated underwriter, to perfect the sale and purchase of the subject property, it is agreed, stipulated and warranted that the party who was responsible for the payment or caused the payment to be made, will be obligated to refund the monies advanced by Mountain View Title & Escrow, Inc., to Mountain View Title & Escrow, Inc. upon demand.

Funds forwarded by Mountain View Title & Escrow, Inc. or its underwriter, shall be considered a demand note being extended to the responsible party as Borrower, with Mountain View Title & Escrow, Inc. and its underwriter as Lender. The terms of the note are payment in full upon demand, with interest at the rate of 18.00% from demand, together with fees and costs associated with collection of the note. This agreement shall be binding upon the successors, assigns, transferees or heirs of the seller and the buyer. This agreement shall be governed by the laws of the State of Utah.

**Ogden City Corporation**

\_\_\_\_\_  
Michael P. Caldwell  
Mayor  
SELLER

Ogden City School District

  
\_\_\_\_\_  
Jeffrey A. Helner  
President, Board of Education  
BUYER

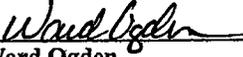
Attest:

  
\_\_\_\_\_  
Lane K. Woolstenhulme  
Business Administrator

Mountain View Title & Escrow, Inc.

READ AND APPROVED:

By: \_\_\_\_\_  
Michael L. Hendry--President  
SETTLEMENT AGENT

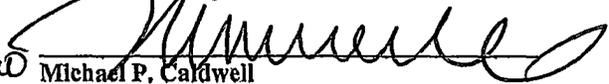
  
\_\_\_\_\_  
Ward Ogden,  
Asst. Community Development Manager  
Ogden City

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Ogden City Corporation

*WJ*  
*MS*  
  
Michael P. Caldwell  
Mayor  
SELLER

ATTEST:

  
City Recorder



Ogden City School District

Attest:

\_\_\_\_\_  
Jeffrey N. Heiner  
President, Board of Education  
BUYER

\_\_\_\_\_  
Zane K. Woolstenhulme  
Business Administrator

Mountain View Title & Escrow, Inc.

READ AND APPROVED:

By: \_\_\_\_\_  
Michael L. Hendry—President  
SETTLEMENT AGENT

  
Ward Ogden,  
Asst. Community Development Manager  
Ogden City

RECEIVED

OCT 20 2015

OGDEN CITY  
COUNCIL OFFICE

**OGDEN CITY COUNCIL TRANSMITTAL**

**DATE:** October 14, 2015  
**TO:** Ogden City Council  
**THROUGH:** Mark Johnson, CAO  
**FROM:** Tom Christopoulos, CED Director  
**RE:** Dee School – Interlocal Agreement Amendment #1  
**STAFF CONTACT:**  Ward Ogden, Community Development Manager

**REQUESTED TIMELINE:** December 1, 2015

**RECOMMENDATION:** Adopt Amendment #1 to Interlocal Agreement with Ogden School District for development of former Dee School site and possible new school site

**DOCUMENTS:** Resolution, Amendment #1 to Interlocal Agreement, Interlocal Agreement, New School Site Plan

**BACKGROUND**

Ogden City and the Ogden School District entered into an Interlocal Agreement on October 27, 2009 for the purpose of joining together to pursue community and economic development projects that will benefit the community. The possible projects include the replacement of the existing Dee Elementary School at 550 22<sup>nd</sup> Street, and the redevelopment of the existing school site.

On March 20, 2013, the City and School District entered into another Interlocal Agreement (ILA) designed to carry out the development of the new school on a new site and development of the existing school site as predicted in the 2009 Interlocal Agreement. The new school site was to be the one half city block comprising 5-acres of land on the west side of the 2100 Madison Avenue block. The ILA also provided for the closure of traffic on 2100 Madison Avenue and the joint use of Liberty Park. Ogden City agreed to purchase the existing Dee Elementary School and site, with an estimated closing date before January 1, 2016.

The site and school plans were subsequently completed. Those plans provide for a formal entry and parking area on the west of the new school, which required an additional one and one half acre. The extra land was owned by Ogden City (1/2 acre) and the LDS Church (1 acre). The acre owned by the LDS Church contained a parking lot. As a condition of the sale to the School

District, the Church required the School District to replace the land with one acre of land on the existing Dee Elementary site, and to pay the cost of replacing the lost parking stalls.

As a condition of selling the one half acre to the School District, Ogden City would receive adequate consideration through the joint use of the proposed community center associated with the new elementary school. However, the funding for the community center did not materialize. Therefore, the City would need to be paid for the value of the land.

On March 27, 2015 Ogden City, Ogden School District, and the LDS Church entered into a 3-party agreement which provides for the transfer of one-acre parcels of land between the School District and Church. It also provides for the value of one half acre of land to be deducted from the proceeds of Ogden City's purchase of the existing Dee School and site, as payment for the one half acre of land transferred to Ogden School District for the west entry of the new school.

The 3-party agreement also included an updated schedule for completion of the new school and sale of the existing school to Ogden City. The ILA included a tentative schedule for completion of the new school and Ogden City's purchase of the existing Dee Elementary School. The estimated opening of the new school was for the 2015-2016 school year. The actual school opening is now planned for the 2016-2017 school year. Therefore, the proposed acquisition date of the existing Dee Elementary School by Ogden City is on or before February 28, 2017.

Sections 4 and 6 of the ILA will need to be modified to accommodate the updated schedule and property transactions as outlined above.

#### **FISCAL CONSIDERATIONS**

No additional costs are anticipated above what is provided for in the original ILA. Ogden City will receive adequate consideration for the transfer of one half acre of land as Ogden City receives an equal amount of land in trade upon purchase of the existing Dee Elementary school and site.

RESOLUTION NO. 2015-18

**RESOLUTION OF THE OGDEN CITY COUNCIL APPROVING AMENDMENT #1 TO THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN OGDEN CITY CORPORATION (THE "CITY"), AND THE BOARD OF EDUCATION OF OGDEN CITY SCHOOL DISTRICT (THE "SCHOOL DISTRICT") REGARDING THE DEVELOPMENT OF A NEW ELEMENTARY SCHOOL FOR THE DEE ELEMENTARY AREA AND THE DISPOSITION OF THE EXISTING DEE ELEMENTARY SCHOOL**

**WHEREAS**, the City is a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Utah; and

**WHEREAS**, the School District is a public school district organized and existing under and by virtue of the Constitution and laws of the State of Utah; and

**WHEREAS**, the City and the School District are collectively referred to herein as the "parties;" and

**WHEREAS**, it is the purpose of the Interlocal Cooperation Act (UCA 11-13-101 et seq.) to permit local government units to make the most effective use of their powers by enabling them to cooperate with other government units on the basis of their mutual advantage and thereby to provide services and facilities in a manner and in an organizational form that will work best with geographic, economic, population and other factors. The effective use of powers enhances development of the local communities and provides the benefits of economies of scale, economic development, and the overall promotion and general welfare of the local governments; and

**WHEREAS**, on October 27, 2009, the Board of Education of Ogden City School District and Ogden City, along with Ogden City Redevelopment Agency, entered into an Interlocal Agreement (2009 ILA) for the purpose of joining together for the exercise of their individual and joint powers and authorities for their individual and mutual purposes and for pursuing community and economic development projects that will benefit the community, and the families and businesses residing in and coming to the community; and

**WHEREAS**, on March 20, 2013, the parties entered into an Interlocal Agreement (2013 ILA) to develop a new elementary school to replace the existing Dee Elementary School, and to carry out the objective in the 2009 ILA of development of the existing Dee Elementary School property at 550 22<sup>nd</sup> Street; and

**WHEREAS**, the schedule in Section 4 of the 2013 ILA requires a modification to reflect the actual construction schedule of the new elementary school; and

**WHEREAS**, on March 27, 2015 the parties and the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints (CPB) entered into an Agreement (3-Party Agreement) which provides for the purchase of a 1-acre parking lot from CPB by the School District for the west entry of the new elementary school and the sale of 1 acre of land associated with the existing Dee Elementary School to CPB by the School District for a

replacement parking lot for CPB; and

**WHEREAS**, the 3-Party Agreement provides for the School District to purchase ½ acre of land from the City for the west entry of the new elementary school, and as consideration the School District will deduct the value of an equal amount of land from the price to be paid by the City in the City's acquisition of the existing Dee School; and

**WHEREAS**, Section 6 of the 2013 ILA requires modifications to become consistent with the 3-Party Agreement.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Ogden City Council that: Amendment #1 to Interlocal Agreement attached hereto as Exhibit "A" is hereby ratified, adopted and approved.

**PASSED AND ADOPTED** by the Ogden City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
Ogden City Recorder

APPROVED AS TO FORM: \_\_\_\_\_  
Legal Date

**Exhibit "A"**

**AMENDMENT #1 to INTERLOCAL AGREEMENT**

**THIS AMENDMENT #1 to INTERLOCAL AGREEMENT**, by and between, **OGDEN CITY SCHOOL DISTRICT (THE "SCHOOL DISTRICT") AND OGDEN CITY CORPORATION (THE "CITY")**.

**WITNESSETH:**

**WHEREAS**, School District and City entered into an Interlocal Agreement (ILA) on March 20, 2013 regarding the development of a new elementary school for the Dee Elementary area and the disposition of the existing Dee Elementary School; and

**WHEREAS**, while Section 4 of the ILA stated that the new school was anticipated to open for the 2015-2016 school year, the actual construction schedule provides for an opening for the 2016-2017 school year; and

**WHEREAS**, Section 6 of the ILA provides for the transfer of the existing Dee School building and site from the School District to Ogden City; and

**WHEREAS**, School District, City, and the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints (CPB) entered into an Agreement (3-Party Agreement) on March 27, 2015 which provides for the purchase of a 1-acre parking lot from CPB by the School District for the west entry of the new elementary school and the sale of 1 acre of land associated with the existing Dee Elementary School to CPB by the School District for a replacement parking lot for CPB; and

**WHEREAS**, the 3-Party Agreement provides for the School District to purchase ½ acre of land from the City for the west entry of the new elementary school, and as consideration the School District will deduct the value of an equal amount of land from the price to be paid by the City in the City's acquisition of the existing Dee School.

**NOW, THEREFORE**, the parties hereby agree that the referenced sections of the original Interlocal Agreement are modified as follows. Deletions are strike-out, additions are bold type.

4. The School District will construct a new elementary school on the Property. The school is anticipated to open for the ~~2015-2016~~ **2016-17** school year.

6. The School District will transfer the existing Dee School building and site at 550 22nd Street to the City for future housing development on ~~or before January 1, 2016~~ **February 28, 2017. The site to be purchased by the City includes all land owned by the School District associated with the existing Dee School, except for a one-acre parcel which will be sold to CPB, labeled "Replacement Parcel on the attached Exhibit "B," which Exhibit "B" replaces the original Exhibit "B."** The City will pay to the School District the value of the Dee School building and site as determined by an appraisal dated no more than six months prior to transfer. The City will commission and pay for the appraisal, to be prepared by an MAI certified appraiser. The School District will have the option to commission and pay for

a review MAI appraisal, at its discretion. If, after receiving the original appraisal and the review appraisal, the City and School District are unable to negotiate a mutually acceptable value, the two appraisers will select a third MAI appraiser to conduct an appraisal. The cost of the third appraisal will be split between the City and School District. The value established by the third appraisal will be the accepted value. The School District will accept as payment towards the value of the property the City's costs as Acquisition Agent. **As consideration for the transfer of 1/2 acre of City property (labeled City Parcels on Exhibit "C") to the School District to be used for the west entry for the new school, the School District will deduct the value of an equal amount of land from the price to be paid by the City in the acquisition of the existing Dee School and site.** Any remaining balance will be paid in cash at transfer.

**IN WITNESS WHEREOF**, this Amendment #1 is executed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Ogden City School District**

**Ogden City Corporation**

\_\_\_\_\_  
By: President, Board of Education

\_\_\_\_\_  
By: Michael P. Caldwell, Mayor

Attest:

Attest:

\_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
City Recorder

Approved as to form:

\_\_\_\_\_  
Office of Ogden City Attorney

Exhibit "B"

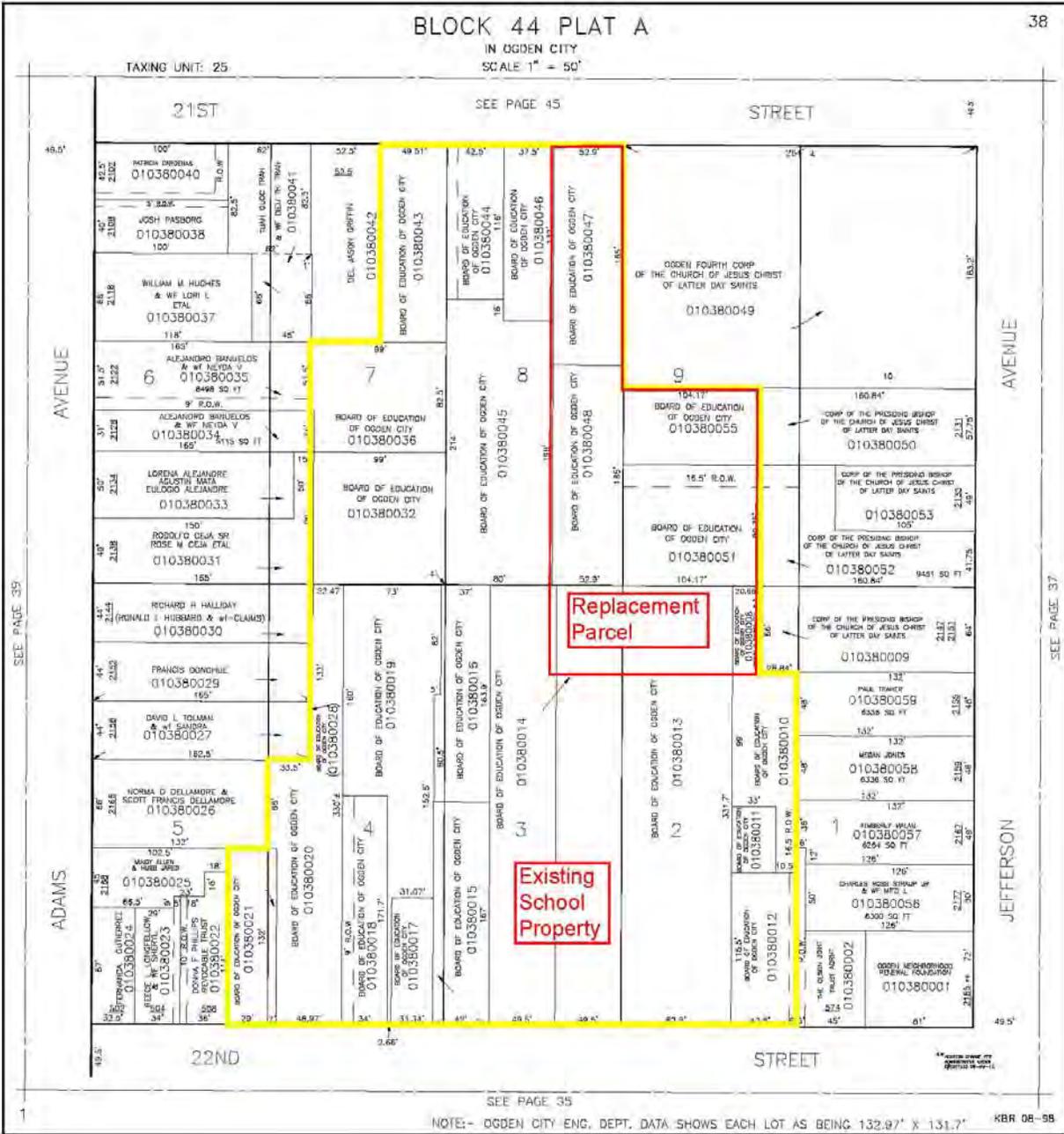


Exhibit "C"

TAXING UNIT: 25

BLOCK 43 PLAT A

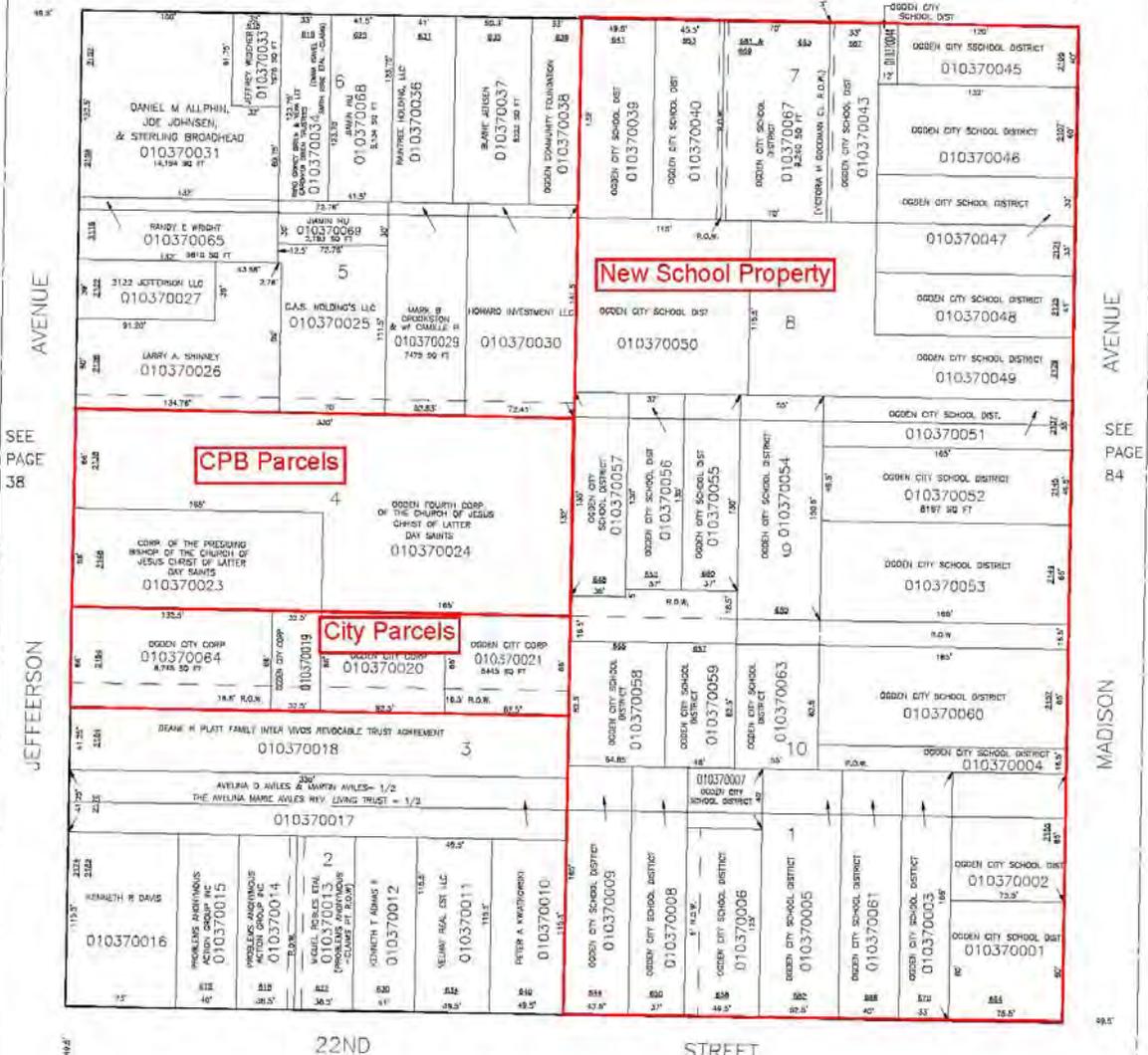
37

IN OGDEN CITY  
SCALE 1" = 50'

21ST

SEE PAGE 46

STREET



SEE PAGE 38

SEE PAGE 38

JEFFERSON AVENUE

MADISON AVENUE

22ND

STREET

1

SEE PAGE 36

OGDEN CITY DIST. DATA SHOWN EACH LOT AS BEING 1.21, 0.87, 1.10 AC.

W.F.J. 8-89

Exhibit "A"

INTERLOCAL AGREEMENT

**BETWEEN AND AMONG OGDEN CITY SCHOOL DISTRICT (THE "SCHOOL DISTRICT") AND OGDEN CITY CORPORATION (THE "CITY") REGARDING THE DEVELOPMENT OF A NEW ELEMENTARY SCHOOL FOR THE DEE ELEMENTARY AREA AND THE DISPOSITION OF THE EXISTING DEE ELEMENTARY SCHOOL**

**WHEREAS**, it is the purpose of the Interlocal Cooperation Act (UCA 11-13-101 et seq.) to permit local government units to make the most effective use of their powers by enabling them to cooperate with other government units on the basis of their mutual advantage and thereby to provide services and facilities in a manner and in an organizational form that will work best with geographic, economic, population and other factors. This effective use of powers enhances development of the local communities and provides the benefits of economies of scale, economic development, and the overall promotion and general welfare of the local governments and the State of Utah; and

**WHEREAS**, any power or powers, privileges or authorities exercised or capable of exercise by a political subdivision or agency of the State may be exercised and enjoyed jointly with any other political subdivision or agency of the State and jointly with any public agency of the United States that permits such joint exercise or enjoyment; and

**WHEREAS**, any two or more political subdivisions and any agency of the State may enter into agreements with one another for joint or cooperative action pursuant to the Inter-local Cooperation Act; and

**WHEREAS**, the School District and the City (the "parties") have coterminous boundaries and enjoy a common constituency and economic base; and

**WHEREAS**, the parties are committed to enhancing the quality of life in Ogden and strengthening the community's neighborhoods and economic base; and

**WHEREAS**, on October 27, 2009, the Board of Education of Ogden City School District and Ogden City, along with Ogden City Redevelopment Agency, entered into an Interlocal Agreement for the purpose of joining together for the exercise of their individual and joint powers and authorities for their individual and mutual purposes and for pursuing community and economic development projects that will benefit the community, and the families and businesses residing in and coming to the community; and

**WHEREAS**, the parties desire to develop a new elementary school for the Dee Elementary area, and to carry out the objective in the October 27, 2009 Interlocal Agreement of development of the Dee Elementary School property at 550 22<sup>nd</sup> Street; and

**WHEREAS**, entry into and execution of this Interlocal Agreement constitutes a lawful and public purpose of each of the parties to advance and enhance the interests of the parties and their constituents.

**NOW THEREFORE**, the parties agree as follows:

1. The School District has selected as the site for the new elementary school for the Dee Elementary area, the east five acres of the ten-acre block bounded by 21<sup>st</sup> and 22<sup>nd</sup> Streets, between Jefferson and Madison Avenues, in Ogden (the "Property"). The Property is directly west of Liberty Park and faces the 2100 block of Madison Avenue. Refer to the attached map labeled Exhibit "A."

2. The School District will acquire the Property under procedures outlined in Utah Code Title 57, Chapter 12 and Title 78B, Chapter 6, Section 505, using eminent domain if required. Acquisition procedures will also follow Uniform Act Relocation requirements, which provide benefits to displaced persons and businesses.

3. The School District will finance land acquisition and construction of the new elementary school. In the event that funding or revenue substantially changes detrimentally, or the timing of the project becomes substantially detrimental, the parties agree that the District, upon notice and in good faith, may alter the scope or timing of the project to ameliorate any detriment.

4. The School District will construct a new elementary school on the Property. The school is anticipated to open for the 2015-16 school year.

5. The City will be the Acquisition Agent for the School District relative to assemblage of the Property. City will use City funds for staffing and assemblage option costs. A separate contract agreement for Acquisition Agent services will be signed between the parties. Compensation for Acquisition Agent services will be paid as a deduction in the sales price of the existing Dee School property to Ogden City as noted in Section 6 below.

6. The School District will transfer the existing Dee School building and site at 550 22nd Street to the City for future housing development on January 1, 2016. Refer to Exhibit "B." The City will pay to the School District the value of the Dee School building and site as determined by an appraisal dated no more than six months prior to transfer. The City will commission and pay for the appraisal, to be prepared by an MAI certified appraiser. The School District will have the option to commission and pay for a review MAI appraisal, at its discretion. If, after receiving the original appraisal and the review appraisal, the City and School District are unable to negotiate a mutually acceptable value, the two appraisers will select a third MAI appraiser to conduct an appraisal. The cost of the third appraisal will be split between the City and School District. The value established by the third appraisal will be the accepted value. The School District will accept as payment towards the value of the property the City's costs as Acquisition Agent. Any remaining balance will be paid in cash at transfer.

7. The City will commit funds to, and undertake modifications to the 2100 Madison Ave street to accommodate school programming and use, including traffic calming. The estimated value of these modifications is \$162,000.

8. City will commit funds to, and perform modifications to Liberty Park to facilitate school programming and use. The City and School District will enter into an agreement for the joint use of Liberty Park. The modifications to Liberty Park will take place after a park redesign study is completed, and associated Capital Improvement Plan budgets are adopted. This process will begin in the City's fiscal year 2013-14.

9. The following is an **estimated** schedule for developing the new school:

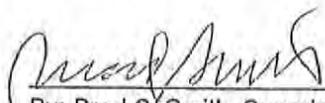
|              |                               |
|--------------|-------------------------------|
| Acquisition  | January 2013 to December 2013 |
| Financing    | January 2013 to May 2014      |
| Designs      | December 2012 to May 2014     |
| Construction | May 2014 to August 2015       |

10. This Agreement will become binding only upon approval by resolution of both the Board of Education of the Ogden City School District and the Ogden City Council.

11. In the event that funding or revenue substantially changes detrimentally, or the timing of the project becomes substantially detrimental, the parties agree that the District, upon notice and in good faith, may alter the scope or timing of the project to ameliorate any detriment.

Signed, in duplicate, this 20<sup>th</sup> day of march 2013.

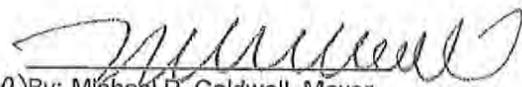
Ogden City School District

  
By: Brad C. Smith, Superintendent

Approved as to form:

  
Counsel for Ogden School District

Ogden City Corporation

  
By: Michael P. Caldwell, Mayor

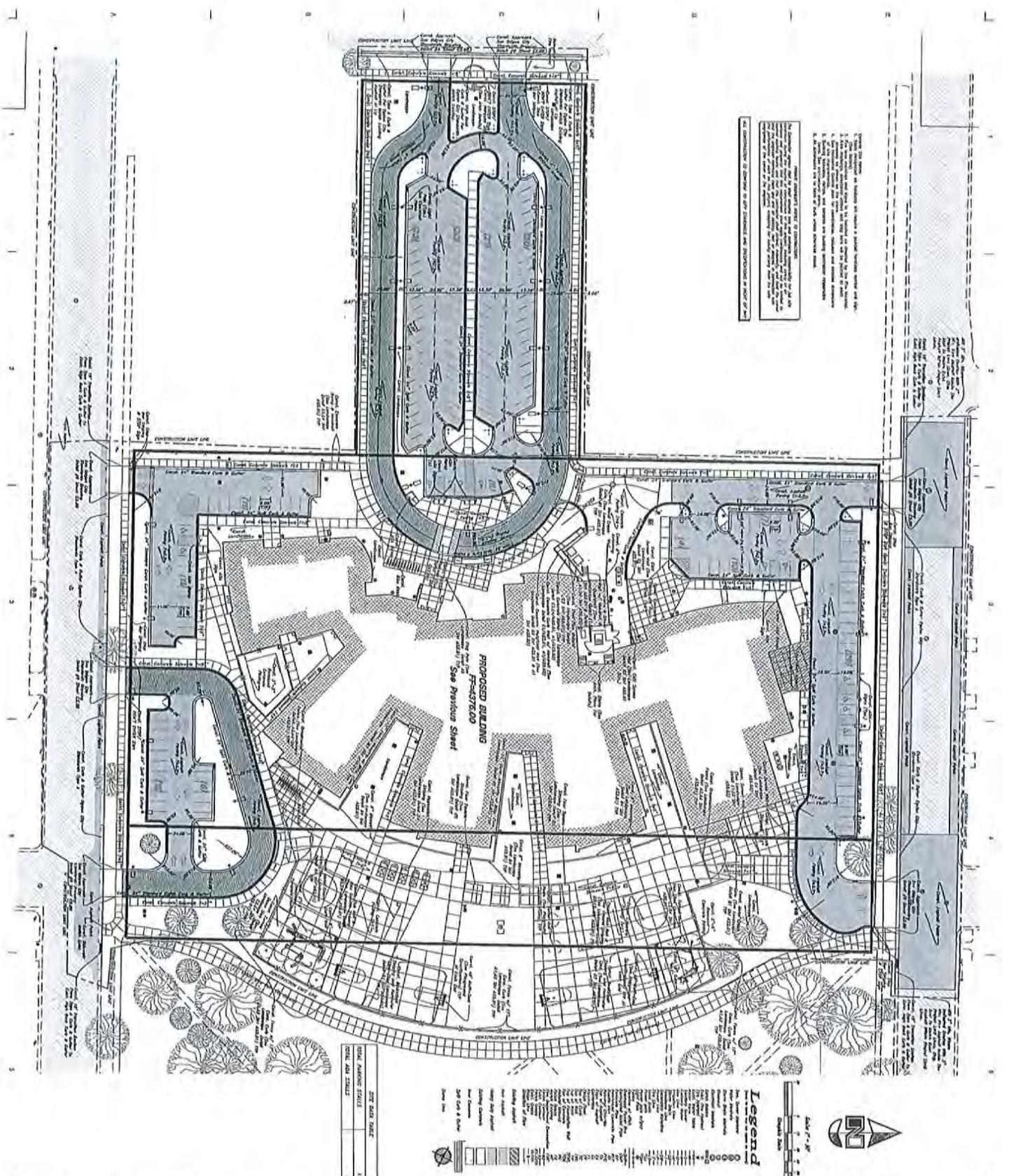
Attest:

  
City Recorder



Approved as to form:

  
Office of Ogden City Attorney



1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OGDEN AND THE OGDEN SCHOOL DISTRICT.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OGDEN AND THE OGDEN SCHOOL DISTRICT.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OGDEN AND THE OGDEN SCHOOL DISTRICT.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OGDEN AND THE OGDEN SCHOOL DISTRICT.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF OGDEN AND THE OGDEN SCHOOL DISTRICT.

**PROPOSED BUILDING**  
 See Previous Sheet

| ZONE DATA SHEET       | 171 | 172 |
|-----------------------|-----|-----|
| GENERAL PARKING STRIP |     |     |
| TRAIL AND STAIRS      |     |     |

**Legend**

- Proposed Building
- Proposed Parking
- Proposed Walkways
- Proposed Landscaping
- Proposed Fencing
- Proposed Site Utilities
- Proposed Site Erosion Control
- Proposed Site Stormwater Management
- Proposed Site Security
- Proposed Site Access
- Proposed Site Circulation
- Proposed Site Orientation
- Proposed Site Context
- Proposed Site Integration
- Proposed Site Sustainability
- Proposed Site Resilience
- Proposed Site Adaptability
- Proposed Site Inclusivity
- Proposed Site Equity
- Proposed Site Justice
- Proposed Site Democracy
- Proposed Site Participation
- Proposed Site Collaboration
- Proposed Site Partnership
- Proposed Site Alliance
- Proposed Site Coalition
- Proposed Site Network
- Proposed Site System
- Proposed Site Framework
- Proposed Site Structure
- Proposed Site Organization
- Proposed Site Design
- Proposed Site Planning
- Proposed Site Development
- Proposed Site Construction
- Proposed Site Operation
- Proposed Site Maintenance
- Proposed Site Management
- Proposed Site Governance
- Proposed Site Leadership
- Proposed Site Vision
- Proposed Site Mission
- Proposed Site Values
- Proposed Site Principles
- Proposed Site Standards
- Proposed Site Guidelines
- Proposed Site Policies
- Proposed Site Procedures
- Proposed Site Protocols
- Proposed Site Practices
- Proposed Site Processes
- Proposed Site Products
- Proposed Site Services
- Proposed Site Solutions
- Proposed Site Outcomes
- Proposed Site Impacts
- Proposed Site Benefits
- Proposed Site Risks
- Proposed Site Challenges
- Proposed Site Opportunities
- Proposed Site Threats
- Proposed Site Trends
- Proposed Site Forces
- Proposed Site Influences
- Proposed Site Drivers
- Proposed Site Enablers
- Proposed Site Constraints
- Proposed Site Barriers
- Proposed Site Obstacles
- Proposed Site Hurdles
- Proposed Site Objections
- Proposed Site Concerns
- Proposed Site Issues
- Proposed Site Questions
- Proposed Site Answers
- Proposed Site Solutions
- Proposed Site Strategies
- Proposed Site Tactics
- Proposed Site Techniques
- Proposed Site Tools
- Proposed Site Resources
- Proposed Site Assets
- Proposed Site Capabilities
- Proposed Site Strengths
- Proposed Site Weaknesses
- Proposed Site Opportunities
- Proposed Site Threats



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**DEE ELEMENTARY**  
**OGDEN SCHOOL DISTRICT**  
 2100 MADISON AVENUE  
 OGDEN UT. 84401



| NO. | DESCRIPTION        | DATE      |
|-----|--------------------|-----------|
| 1   | ISSUED FOR BIDDING | 8/12/2014 |
| 2   | REVISION           |           |
| 3   | REVISION           |           |
| 4   | REVISION           |           |
| 5   | REVISION           |           |
| 6   | REVISION           |           |
| 7   | REVISION           |           |
| 8   | REVISION           |           |
| 9   | REVISION           |           |
| 10  | REVISION           |           |

**C1.00**  
 Bid Package 2  
 August 12, 2014



# City Council Meeting COUNCIL STAFF REVIEW

## PROPERTY TRANSFER TO REDEVELOPMENT AGENCY

- *Transfer of Property Located at 448, 502 and 508 Shupes Lane to Redevelopment Agency (Tax Id Nos. 02-049-000, 02-049-0004, 02-049-0003 respectively - Approximately 0.74 acres)*

**DETERMINATION:**                      **Adopt or Not Adopt Resolution**

---

### *Executive Summary*

The City will consider a Resolution authorizing the transfer of three parcels of surplus property to the Redevelopment Agency to facilitate the Agency's purchase of property at 550 24<sup>th</sup> Street for a future housing development.

### *Background*

#### **Conveyance of City Property**

The Conveyance of City property is governed by Ogden Municipal Code 4-3A-5 which reads as follows:

#### ***4-3A-5: CONVEYANCE OF CITY REAL PROPERTY:***

##### *A. Highest and Best Economic Return:*

- 1. Every sale, lease, encumbrance, or other conveyance of city owned real property shall be made by the mayor, or under the mayor's express written authority. All conveyances or encumbrances of such property shall be based on the highest and best economic return to the city, except that consideration for property conveyed may be based on other public policy factors if the city council makes a legislative determination that the consideration is adequate.*
- 2. The highest and best economic return to the city, as referred to in this article, shall be for cash, or its equivalent, and for not less than fair market value as estimated by one or more of the following methods:*
  - a. Evaluation by qualified and disinterested appraiser; or*
  - b. An information market survey conducted by the director of management services, or under his/her express*



# City Council Meeting COUNCIL STAFF REVIEW

*written authority, in the case of items of real property possessing readily discernable market value.*

- 3. The mayor may reject any proposed conveyance or encumbrance of real property, if determined in the mayor's sole discretion not to be in the best interests of the city.*

## **October 27, 2015**

The Council Office received an Administration Transmittal requesting authorization to transfer property to the RDA and agreeing to transfer proceeds from the sale of City property located at 25<sup>th</sup> and Adams to the RDA Housing fund to facilitate purchase of property at 550 24<sup>th</sup> Street.

## ***Proposal***

The Administrative staff is proposing the transfer of surplus property to the RDA to facilitate the RDA's purchase of property located at 550 24<sup>th</sup> Street. The Administrative staff have negotiated a Real Estate Purchase Contract (REPC) with the owner of properties. Terms of the REPC are as follows:

### **550 24<sup>th</sup> Street**

Description: Tax ID # 01-026-0010, 01-026-0011 (1.096 acres)  
Seller: Kang S. Park IRA  
Purchase Price: \$370,000  
Terms: \$5,000 Earnest Money  
\$265,000 cash due at Closing  
In-kind payment of property valued at \$100,000  
(Tax ID Nos. 02-049-0003, 0004, and 0007)  
transferred at Closing  
Closing Costs: Shared by Buyer and Seller  
Closing Date: January 11, 2015

The subject property, located at 448, 502 and 508 Shupes Lane (02-049-0007, 002-049-004, and 02-049-0003 respectively) was acquired by the City in the 1980's for expansion of the Sunchase Apartments. The expansion did not occur as planned and the City has held the property since that time.



# City Council Meeting COUNCIL STAFF REVIEW

The Council must make a legislative determination that the transfer of the property for a future housing development is sufficient consideration to justify the transfer.

## **Funding Sources**

A corresponding FY2016 Budget Amendment will transfer proceeds from the sale of City-owned property at 25<sup>th</sup> and Adams (\$248,000) to the RDA. RDA housing funds and the trade of property transferred from the City to the RDA will be used to cover additional costs of the 550 24<sup>th</sup> Street property purchase.

## ***Questions***

Please review the proposed transaction and explain the public policy factors that justify the transfer of the property.

---

**Board Staff Contact: Janene Eller-Smith, (801)629-8165**

RECEIVED

OCT 27 2015

OGDEN CITY  
COUNCIL OFFICE

**OGDEN CITY COUNCIL TRANSMITTAL**

**DATE:** 10/14/15  
**TO:** Ogden City Council  
**THROUGH:** Mark Johnson, CAO  
**FROM:** Tom Christopoulos, CED Director  
**RE:** 550 24<sup>th</sup> Street Development  
**STAFF CONTACT:** *NO* Ward Ogden, Community Development Manager

**REQUESTED TIMELINE:** As soon as possible, but no later than 12/1/15

**RECOMMENDATION:** Approve the transfer of \$248,000 from the Ogden City budget to the RDA Housing Fund, and the transfer of ownership of three parcels of land on Shupes Lane to the Ogden City Redevelopment Agency for use in the housing development project at 550 24<sup>th</sup> Street.

**DOCUMENTS:** Resolution. Shupes Lane aerial photo, plat map, and site photos.

**PROPOSAL**

It is proposed that Ogden City provide assistance to the Ogden City Redevelopment Agency in order to undertake a housing development project at 550 24<sup>th</sup> Street in Ogden. The project will achieve the objectives of alleviating blight and providing for new housing. The project involves a site of approximately 2.2 acres which currently contain two older commercial buildings. Purchase contracts are negotiated with motivated sellers. A new Urban Renewal Area will be proposed to encompass this and other redevelopment opportunities. A joint use of City and RDA funds is proposed in order to match available resources with the timely opportunity for purchase of land at the project site.

In August, 2015 Ogden City received \$248,000 as proceeds from the sale of a vacant parcel of City property adjacent to the former Ogden School District administrative buildings at 25<sup>th</sup> Street and Adams Avenue. The intended use of the City land was for housing, and the proceeds of sale are proposed to be used for a housing project. It is proposed that Ogden City transfer the \$248,000 sales proceeds to the RDA Housing Fund. The 550 24<sup>th</sup> Street Infill Housing project is an eligible use of the RDA Housing Fund. Anticipated costs associated with the 550 24<sup>th</sup> Street Infill project require \$248,000 from the sales proceeds in FY16.

Ogden City owns three parcels on Shupes Lane which were obtained in the 1980's to facilitate the expansion of the Sunchase Apartments. That expansion did not materialize, and the City has held these lots since that time. Due to the location and configuration of the lots, staff has not identified a viable redevelopment project to propose to the Council. However, the seller of 550 24<sup>th</sup> has agreed to take these lots as an in-kind trade in lieu of \$100,000 cash. These parcels

are appraised at \$100,000, or 32,000 square feet times approximately \$3.00 per square foot. It is proposed that these parcels be transferred to the Ogden City RDA to help facilitate this proposed transaction.

**FISCAL IMPACT**

Transfer \$248,000 from the Ogden City budget to the RDA Housing Fund, and transfer ownership of three parcels of land on Shupes Lane valued at \$100,000 to the Ogden City Redevelopment Agency for use in the housing development project at 550 24<sup>th</sup> Street.

| Total       |           |           |                                         |
|-------------|-----------|-----------|-----------------------------------------|
| Sources     | FY16      | *FY17     | Description                             |
| \$248,000   | \$248,000 |           | Land sale proceeds                      |
| \$692,000   | \$172,000 | \$520,000 | RDA Housing Fund                        |
| \$100,000   | \$100,000 |           | Shupes Lane Land Value as In-Kind Trade |
| \$1,040,000 | \$520,000 | \$520,000 |                                         |
| Uses        |           |           |                                         |
| \$370,000   | \$370,000 |           | 550 24th Acquisition                    |
| \$470,000   | \$50,000  | \$420,000 | 2355 Porter Acquisition                 |
| \$200,000   | \$100,000 | \$100,000 | Demolition                              |
| \$1,040,000 | \$520,000 | \$520,000 |                                         |

\*FY17 Funds are estimated, but not committed

**RESOLUTION NO. 2015-16**

**A RESOLUTION OF THE OGDEN CITY COUNCIL APPROVING THE TRANSFER OF FUNDS AND THREE PARCELS OF LAND ON SHUPES LANE TO THE OGDEN CITY RDA TO FACILITATE ACQUISITION AND DEMOLITION OF PROPERTIES LOCATED AT 550 24<sup>TH</sup> STREET AND 2355 PORTER AVENUE**

**WHEREAS**, the property located at 2355 Porter Avenue (“**Porter Property**”) is a commercial building in a state of disrepair with a nonconforming land use; and

**WHEREAS**, the property located at 550 24<sup>th</sup> Street (“**24<sup>th</sup> Street Property**”) is a commercial building that has been vacant since 2002 and is in a state of disrepair with a nonconforming land use; and

**WHEREAS**, the appearance and use of the Porter Property and the 24<sup>th</sup> Street Property (“**Properties**”) detract from this key location east of St Joseph’s Catholic Church on the 24<sup>th</sup> Street corridor entry to Ogden City’s (“**City**”) city center; and

**WHEREAS**, the East Central Community Plan provides for infill housing on vacant and underutilized parcels; and

**WHEREAS**, the owners of the Properties expressed interest in selling the Properties; and

**WHEREAS**, the City owns three nonproductive lots located at 448, 502, and 508 Shupes Lane, identified as parcel numbers 02-049-0007, 02-049-0004 and 02-049-0003, which the City has owned since the 1980’s (“**Lots**”); and

**WHEREAS**, the Ogden City Redevelopment Agency (“**RDA**”) proposes to undertake a housing development project on the Properties; and

**WHEREAS**, the RDA has entered into written purchase agreements to purchase the Properties, subject to RDA Board approval; and

**WHEREAS**, the Ogden City Council finds that conveyance of the Lots to the Agency will help facilitate the Agency’s purchase, development and improvement of the Properties in furtherance of important City public policies through the elimination of blight in an important City corridor, reduction in crime, and construction of quality replacement structures.

**NOW, THEREFORE, BE IT RESOLVED** by the Ogden City Council as follows:

1. The City shall transfer \$248,000 to the RDA Housing Fund for use towards acquisition of the Properties. Said \$248,000 was received as proceeds from the sale of a vacant parcel of City property adjacent to the former Ogden School District administrative buildings at 25th Street and Adams Avenue. The intended use of the City land was for housing and the proceeds of sale shall be used for a housing project on the Properties.

2. The City shall transfer ownership of the Lots, comprising approximately 32,000 square feet and valued at approximately \$100,000, to the RDA for use towards acquisition of the Properties. Said Shupes Lane parcels are more fully described on the attached map as Exhibit "A."

IN WITNESS WHEREOF, the Ogden City Council has approved, passed and adopted this Resolution this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

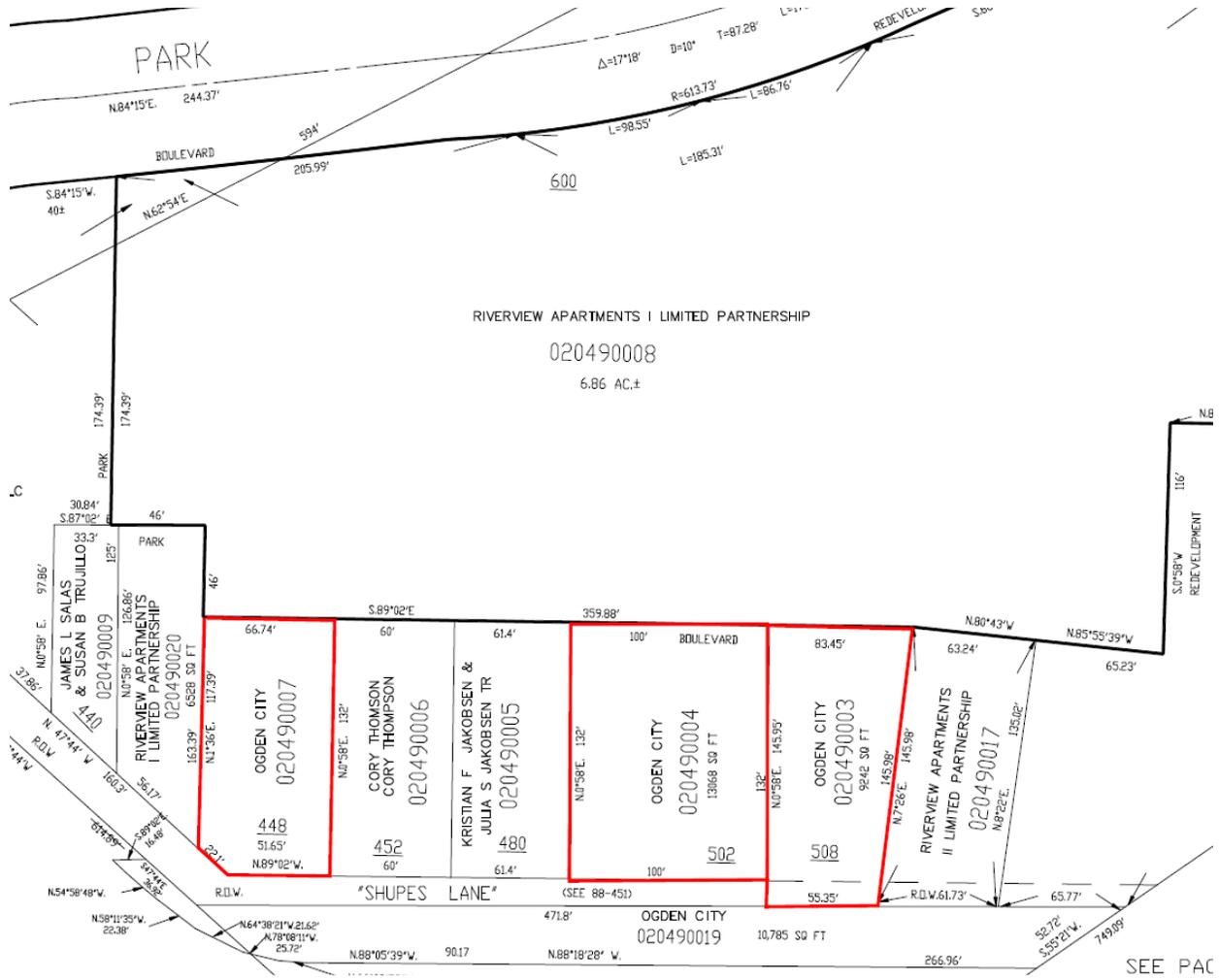
\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM: MES 11/19/15  
Legal Date

# Exhibit "A"





Shupes Lane Aerial Map





448 Shupes Lane



508 Shupes Lane



502 Shupes Lane



480 Shupes Lane (neighbor, not part of the sale)

## Shupes Lane Photos