



**MINUTES OF THE
SOUTH OGDEN CITY COMMUNITY DEVELOPMENT
AND RENEWAL AGENCY BOARD MEETING**

TUESDAY, MAY 7, 2019 – 6:00 P.M.

COUNCIL CHAMBERS, CITY HALL

BOARD MEMBERS PRESENT

Chair Russell Porter, Board Members Sallee Orr, Brent Strate, Adam Hensley, Susan Stewart, and Mike Howard

STAFF MEMBERS PRESENT

City Manager Matt Dixon, City Attorney Ken Bradshaw, CDRA Attorney Adam Long, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Chief Darin Parke, Assistant City Manager Doug Gailey, and Recorder Leesa Kapetanov

CITIZENS PRESENT

Terry Tillett, Kim McKinley, Aaron Leach, Paul Droubury, Sky Hazelhurst, Kelley Allred, Joyce Hartman, Craig Hanni, Vicki Wight, Trent Nelson, Wesley Stewart

Note: The time stamps indicated in blue correspond to the audio recording of this meeting which can be found at this link: http://www.southogdencity.com/document_center/Sound%20Files/CC190507_1702_R.mp3 or requested from the office of the South Ogden City Recorder.

Motion from council meeting to enter CDRA Board Meeting:

01:20:10

Council Member Howard moved to recess into a CDRA meeting, followed by a second from Council Member Strate. The voice vote was unanimous in favor of the motion.

I. CALL TO ORDER

Chair Russell Porter called the meeting to order at 7:23 pm and moved to the consent agenda.

City Manager Dixon explains the process for approving the Development Agreement that was inadvertently left off the agenda.

01:20:25

II. CONSENT AGENDA

- A. Approval of April 16, 2019 CDRA Minutes
- B. Set Date for Public Hearings (June 18, 2019 at 6 pm or as soon as the agenda permits) to Receive and Consider Comments on the Following Items:
 1. Amendments to the FY2019 CDRA Budget
 2. FY2020 Proposed CDRA Budget

- The chair called for a motion to approve the minutes

01:24:48

Board Member Orr so moved. The motion was seconded by Board Member Strate. Board Members Orr, Strate, Hensley, Stewart, and Howard all voted aye.

III. DISCUSSION/ACTION ITEMS

- A. Consideration of **CDRA Resolution 19-06** - Approving a Purchase Agreement with Heinrich Properties for Community Center Subdivision (Old City Hall/Senior Center properties)

- | | | |
|--------------------|----------|---|
| • Staff overview | 01:25:29 | Mr. Dixon gave a copy of the development agreement to the Board. See Attachment A. |
| • Board discussion | 01:32:57 | Board Member Orr requested a written copy of her comments be included in the minutes. See Attachment B. |
| • Motion | 01:57:37 | |

Board Member Orr moved to not approve the purchase or development agreement for the Community Center Subdivision at this time. Board Member Stewart seconded the motion. The chair asked if there was further comments. Board Member Orr stated she felt she had been misled in bringing this item back to the agenda and wanted to make sure she could take back its reconsideration since she had only received an old estimate for the cost of relocating recreation to City Hall. She felt they should not get rid of the Senior Center when it could house recreation. Board Member Hensley gave an opposing point of view. After Board Member Orr spoke again, Board Member Strate called the question:

Board Member Orr -	Yes
Board Member Strate -	No
Board Member Hensley -	No
Board Member Stewart -	Yes
Board Member Howard -	No

The motion was defeated.

Chair Porter entertained a motion to approve CDRA Resolution 19-06.

Board Member Strate so moved, followed by a second from Board Member Howard. The mayor asked if there was further comment. Board Member Orr said she wanted it stated in the record that she felt she had been misled; that it had been up to her to bring this back to be voted on because it had to be someone on the prevailing side to put it back on the agenda. She agreed to bring it back feeling she had the option to not bring it back if she felt her conditions had not been met. Board Member Strate said he wanted it on the record that everyone, including the Planning Commission, had worked together to alleviate the impacts to the neighborhood. He felt it all was done in good faith and with the intent to bring everyone together. City Manager Dixon apologized that Board Member Orr felt there was any attempt to mislead or manipulate her to put something back on the agenda. He said he felt they had met her conditions in good faith. The question they had put to her was if she was willing to put the agreement back on the agenda rather than make the developer start the whole process again, taking six weeks to come back with the same agreement they were considering that evening.

Mr. Dixon then asked if some language could be added to the motion, as advised by the City Attorney. The language should include that the CDRA makes notice of the fact that the development agreement had been reviewed and that the Board make a strong recommendation to the Council that the agreement be approved subject to finalization by the city manager and attorney if there were some minor tweaks to be made, and that it be allowed to move forward to be ratified in the next council meeting.

Board Member Strate amended his previous motion, stating he moved to adopt CDRA Resolution 19-06 making a recommendation to the City Council that they approve the development and purchase agreements, allowing the city manager and attorney to make minor modifications, and that the decision be ratified at the next council meeting. Board Member Howard seconded the amended motion. The mayor called the vote:

Board Member Howard-	Yes
Board Member Stewart-	No
Board Member Hensley -	Yes
Board Member Strate -	No
Board Member Orr -	Yes

The motion stood.

IV. ADJOURN

Chair Porter called for a motion to adjourn the CDRA Board meeting and reconvene as the South Ogden City Council. 02:20:33

Board Member Hensley moved to close the CDRA Board meeting and reconvene as the City Council, followed by a second from Board Member Strate. All present voted aye.

The meeting adjourned at 8:24 pm.

I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Community Development and Renewal Agency Board Meeting held Tuesday, May 7, 2019.


Leesa Kapetanov, City Recorder

June 18, 2018
Date Approved by the Board

ATTACHMENT A

Development Agreement

When recorded, return to:

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

Parcel Numbers:
05-103-0001
05-103-0002
05-103-0003
05-103-0004

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("DA") is made and entered as of the ____ of ____
_____, 2019, by and among South Ogden City, a political subdivision of the State of Utah (the
"City"), and Heinrich Properties LP., a California limited partnership (the "Developer").

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Effectiveness of this DA is contingent on Developer closing on the purchase of the Project Property as required by Article 2 of this DA.
- C. The Project Property is currently assigned the Two-Family Residential (R-2) zoning designation as set forth in Title 10, Chapter 7, Article B within the South Ogden City Code, as amended by Ordinance 16-03, 01-05-2016, eff. 01-05-2016.
- D. The Parties desire that the Project Property be developed in a unified and consistent fashion under the 40th Street General Subdistrict within the South Ogden City Form Based Code 10-5.1A, with the exception that permitted Residential uses only will be allowed.
- E. Development of the Project Property as a high-density residential apartment complex under this DA is acknowledged by the Council and Parties to ~~be consistent with~~ follow IUDMA and generally the 40th Street General Subdistrict, and to operate to the benefit of the City, Developer, and the general public.
- F. The Parties acknowledge that development of the Project Property under this DA will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly redevelopment of the Project Property and increasing property tax, sales tax, and other revenues to the City based on improvements to be constructed on the Project Property.

G. Development of the Project Property under this DA will also result in significant benefits to Developer by providing assurances to Developer it can develop the Project Property under this DA.

H. The Parties have cooperated in the preparation of this DA.

I. The Parties desire to enter into this DA to specify the rights and responsibilities of Developer to develop the Project Property and the rights and responsibilities of the City to allow and regulate such development under the requirements of this DA.

J. The Parties understand and intend that this DA is a "development agreement" within the meaning of, and entered into under, Utah Code Ann. § 10-9a-102 and SOCC11-3-1G.

~~K. The Parties agree that the current R-2 Zoning Regulations will not apply in the development of the Project Property but instead the permitted uses allowed will be those within the 40th Street General Zoning (Residential uses only), and the additional following exceptions:~~

- ~~(i) The required minimum parking spaces will be reduced to 1.7 spaces per dwelling unit.~~
- ~~(ii) Parking spaces immediately to the South (north side of 39th Street) will be used in parking requirement calculations.~~

~~K.~~
L. The Parties agree that ~~in order~~ to minimize the impact that the Project has on the neighboring R-2 zone, the requirements under 10-5.1A-7-5 will also apply.

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

TERMS

1. Incorporation of Recitals and Exhibits/Definitions.

- a. Incorporation. The foregoing Recitals and Exhibits "A", and "B" are incorporated into this DA.
- b. Definitions. As used in this DA, the words and phrases specified below shall have the following meanings:
 - i. "DA" means this Development Agreement including all of its Exhibits.
 - ii. "Buildout" means the completion of ~~all of~~ the development on the entire Project Property under this DA.

Commented [MD1]: Edge would work as well with the following differences:

- 1) Deeper front setbacks & larger side and rear
- 2) Wider units (22')
- 3) 3.5 stories instead of 3

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- iii. "City" means South Ogden City, a political subdivision of the State of Utah.
- iv. "City Code" means the South Ogden City Code, as amended.
- v. "Concept Plan" means the documents provided by Developer for the Project, which is attached as Exhibit "A".
- vi. "Council" means the elected City Council of the City.
- vii. "Developer" means Heinrich Properties LP, a California limited partnership, and its assignees or transferees as permitted by this DA (other than a Sub developer).
- viii. "Development" means the development of a Parcel or a portion thereof under an approved Development Application.
- ix. "Development Application" means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.
- x. "Form Based Code" means specific regulations applied to the 40th Street General Subdistrict within the City's Zoning Regulations.
- xi. "LUDMA" means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et seq.
- xii. "Notice" means any notice to or from any party to this DA.
- xiii. "Participation Agreement" means an agreement between the South Ogden City Community Development and Renewal Agency and Developer regarding contribution of Agency funds to Developer for the Project.
- xiv. "Parties" mean the City and Developer. Each may be referred to individually as a "Party."
- xv. "Phase" means the development of a portion of the Project at a point in a logical sequence as determined by Developer.
- xvi. "Planning Commission" means the City's Planning Commission.
- xvii. "Project" means the total development to be constructed on the Project Property under this DA with the associated public and private facilities, Phases, and ~~all of~~ the other aspects approved as part of this DA.

- xviii. "Project Property" means approximately 3.18 acres of land subject to a Real Estate Purchase Contract with Developer located in the City, more particularly described in Exhibit "B" attached hereto.
- xix. "Site Plan" all documents necessary under City Code 10-5.1A-10-2E
- xx. "Substantial Completion" means the date at which Certificate of Occupancy has been issued for all buildings shown on the Site Plan.
- xxi. "Zoning" means the zoning for the Project.
- xxii. "Zoning Ordinance" means the Zoning Regulations ~~contained~~ within the City Code.

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

- a. Developer closes on the purchase of the Project Property ~~on or before by April-May~~ 15, 2019.
- b. Developer obtains all necessary planning entitlements, e.g., site plan approval, from the City's Staff Review Committee.
- c. Developer pays \$_____ to City ~~for the development of~~ for developing public park amenities in the 40th Street Park. Developer recognizes the City's desire to improve the park and, as a result, Developer will need fewer park-type amenities within the Project - since Developer's tenants will directly benefit from the park improvements.

The Parties understand and agree that the Project Property is intended to meet the general requirements of the 40th St. General zoning ordinance but that this DA shall control the Parties rights and obligations, subject to Section 5, below. Unless the Parties mutually agree to amend this DA under paragraph 21, below, and the above listed Conditions Precedent are not met within 6 months from the date of signatures to this agreement, this DA shall be void.

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

4. **Development of the Project.**

- a. **Project Development.** Development of the Project shall be under the permitted residential uses of the 40th Street General Subdistrict to include: development of multi-family residential uses and ~~necessary~~ accessory sub-uses; specific development standards within the Zoning Ordinance and this DA, including the Conditions Precedent set forth herein, as outlined in Section 2, and the following:

i. ~~Multiple two-story and three-story residential apartment buildings/townhomes, with a maximum of 4980 residential-townhome units in the Project.~~

Commented [MD2]: Regardless of the zone (40th or Edge), this still restricts the developer

ii. ~~The Project shall follow the aesthetic guidelines outlined in Sec. 10-5.1A-11 and 10-5.1A-5-4 attached as Exhibit "C."~~

iii. ~~The Project will be of a townhome nature meaning that no single dwelling unit shall exist above or below a separate dwelling unit.~~

iv. ~~Each townhome unit will have an enclosed garage and a driveway to allow off-street parking.~~

~~ii.v. The Project shall be designed and constructed in a manner consistent with and shall not substantially deviate from the Conceptual Site Plan and architectural renderings attached to the DA (Exhibit A).~~

b. Adoption of Project Standards. The Parties understand and acknowledge that the 40th Street General Subdistrict provides standards including, but not limited to, location of buildings, setbacks, lot coverage, building orientation, landscaping and other design features and that the development of the Project is and shall remain subject to these applicable standards.

c. Project Standards Exceptions. The following exceptions to the 40th Street General Subdistrict and applicable Building Type standards will apply to this DA:

Commented [MD3]: If there aren't any exception this paragraph can be deleted.

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

e. Approval Processes. Development approval of the Project shall follow the review processes outlined in 10-5.1A-10-2(B)(E) within the Zoning Ordinance and this DA.

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

5. Vested Rights and Reserved Legislative Powers.

a. Vested Rights Granted by Approval of this DA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this DA grants Developer the right to develop and construct the Project consistent with the uses and building types as provided in the 40th Street General Subdistrict (residential uses only) and this DA. The Parties intend that the rights granted to Developer and City under this DA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that the 40th Street General Subdistrict and this DA, grant to Developer "vested rights" as that term is construed in Utah's common law and under Utah Code Ann. § 10-9a-509. If any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.

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

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

6. Developer's Non-Performance. Should Developer fail to meet or perform the obligations defined within this DA, or if Substantial Completion of the Project has not been accomplished within ~~five (5)~~three (3) years of the date of this DA, absent any extensions by further agreement of the Parties, this DA shall be automatically terminated and the Parties shall have no further rights or obligations hereunder.

7. Term of Agreement. The term of this DA shall be until _____, 20____. This DA shall also terminate automatically at Buildout.

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

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

10. **Developer to Indemnify the City.** Developer shall, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials against any claims, demands, judgments, expenses, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties ~~hereto~~ and their employers, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this DA. This indemnification provision shall not apply to any claims or liabilities that are unrelated to the Project or this DA.

11. **Notices.**

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

To Developer:

Heinrich Properties LP
320 N 10th St.
Sacramento, CA 95811

To the City:

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

b. **Effectiveness of Notice.** Each Notice shall be effective and shall be deemed delivered on the day the Notice is postmarked for mailing, postage prepaid, by Certified United States Mail and actually deposited with or delivered to the United States Postal Service.

Any party may change its address for Notice under this DA by giving written Notice to the other Parties.

12. **Assignment and Transfer of Development.**

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

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

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

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

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

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

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

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

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

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

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

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

21. **Entire Agreement.** This DA and all ~~Exhibits hereto~~Exhibits, constitute the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

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

23. **Authority.** The Parties to this DA each warrant ~~that~~they have the ~~necessary~~ authority to execute this DA. Specifically, on behalf of the City, the signature of the Mayor, or designee, of the City is affixed to this DA lawfully binding the City on _____, 201__.

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

SOUTH OGDEN CITY

By: _____
Its: _____

State of Utah)
 §
County of Weber)

On this ____ day of _____, the year _____, before me, _____ a
notary public, personally appeared _____, proved on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged
he/she executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

Heinrich Properties LP

By: _____
Its: _____

State of California)
§
County of Sacramento)

On this _____ day of _____, the year _____, before me, _____ a
notary public, personally appeared _____, proved on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged
he/she executed the same.

Witness my hand and official seal.

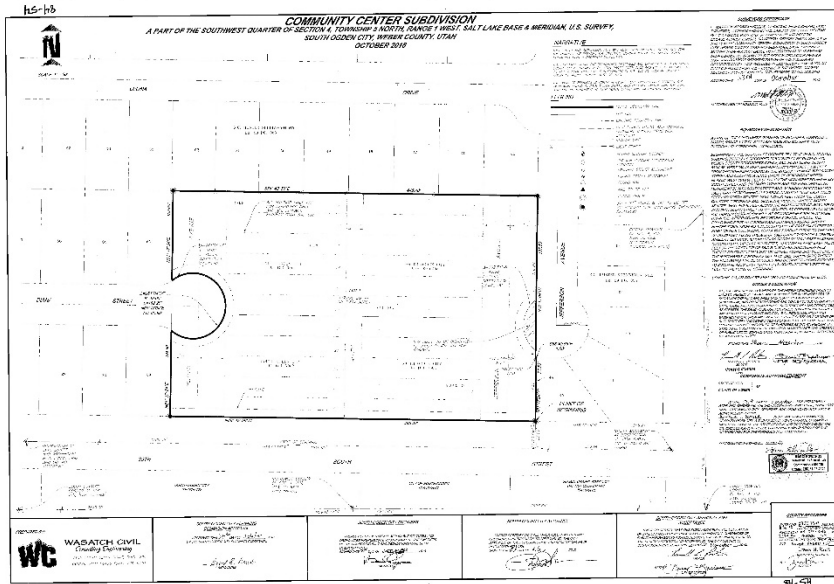
(notary signature)

(seal)

[illegible]



Exhibit "B"
Project Property Description
Legal Description



ATTACHMENT B

Board Member Orr's Written Comments

It is well known that I feel to surplus a 20-year-old community building (the South Ogden Senior) is the wrong decision for the City of South Ogden. I respectfully ask members of the South Ogden Council to reconsider the vote to rid the city of both the old city offices and the old senior center. After reviewing South Ogden City's current General Plan, it is obvious to me that 10 years ago the city of South Ogden felt that having "a civic core around the existing City Hall and offices" would be important.

One goal in the General Plan was to establish an area of the city that will serve as the city center. The General Plan says, "The blocks surrounding City Hall may be an ideal place to create a community center in South Ogden- a walkable, pedestrian-friendly destination. Therefore, we have looked closely at the nature of these blocks in this older part of the city." I cannot stress enough the importance of community. To remove a potential community center, gathering place, recreation or arts center is against the views of the previous council and the General Plan development team.

I realize that housing is an important issue in Utah. But, to provide housing at such a great cost to the wellbeing and the sense of a civic pride of South Ogden degrades our city. The general plan suggested keeping the entire property to develop a community "center". We may not be able to afford to create a nice city center that is a destination and connects the community as suggested in our General Plan. But, we certainly could keep the senior center property to have a small feeling of community engagement and sell the old city building. We need a city center. We need a sense of place. We need a civic core in South Ogden City. We need to invest in this area of South Ogden City.

Please review the following excerpts about Old Town found in our current General Plan. Old Town is considered the area around City Hall. In the 2007 Community survey this area was considered the "heart" or "town center" of South Ogden. It was important then and it is still important for the community to have a sense of place and to be connected to the community.

" Recommended Direction/Actions-Old Town, City Center and Washington Boulevard

The following descriptions provide the vision, recommended approaches, and features for the three areas of the downtown improvement plan. These recommendations should be considered in conjunction with the location-specific details included in the Transportation and

Redevelopment section of this chapter and the Economic elements which are discussed in greater depth in the next chapter.

Old Town

The Old Town concept builds upon the existing street structure, historical development patterns of the street and blocks, and the small-scale residential flavor currently found around City Hall. Improvement efforts should be carefully implemented, utilizing the best of what is there, and carefully fitting new, mixed residential into existing patterns. For example, existing homes along the civic core of 39th and 40th Streets and around the City Hall/City Park complex should be encouraged to incrementally transform into small-scale businesses, helping to create and strengthen the small-scale and comfortable feel of the area.

Efforts in Old Town should strive to convert this area into South Ogden's "Main Street," an area that is unique to South Ogden.

The area surrounding City Hall should be converted into an "urban village" through the inclusion of a

new plaza and retrofitting the existing park to support community activities and events will help support a local, community feel. The civic plaza will also link City Hall with the commercial uses of the area and to the commercial corridor along Washington Boulevard. As discussed in Concept #2, residential uses in the surrounding neighborhoods are envisioned to slowly redevelop or be upgraded.

Streetscape improvements should occur throughout the greater downtown area, helping to make the district a showpiece with great curb appeal. The streets are envisioned to become green and linear "oases", where residents, workers and visitors are encouraged to linger on their way from place to place. Shortcuts and pathways are encouraged throughout the area as a way of linking downtown with surrounding neighborhoods and special uses.

A Place to Start-Old Town Center Concept

A question in the July 2007 community survey asked residents of South Ogden to identify the area which best describes the "heart" or "town center" of South Ogden. The top responses to this question revealed that the majority of respondents believe that the City Hall area and the area between 36th and 40th along Washington Boulevard is South Ogden's city center. (See Appendix A, for details.)

The Old Town Center Concept seeks to redevelop the area around City Hall into a civic center which is small in scale and has a comfortable feel. Implementing this portion of the Downtown Improvement Concept will also demonstrate the importance of having a place within the city where the community can gather for events and activities. If successfully implemented, the project could encourage a renewed interest and support for the remaining areas of the Downtown Improvement Concept, and may also encourage residential improvements in the R-2 zone areas of downtown. Such improvements would be a step toward responding to community concerns and goals for the area.

Figure 2-11 offers design recommendations which should be considered as more specific plans for redevelopment of the Old Town area are developed. These recommendations have the potential to transform South Ogden's downtown area into an inviting destination and ensure that visitors will want to stop and visit as they pass through the community.

Design Recommendations

As detailed below, specific design recommendations are proposed to meet the guiding principle and goals established for this plan.

Goal 1: Make South Ogden City distinct and identifiable from surrounding municipalities

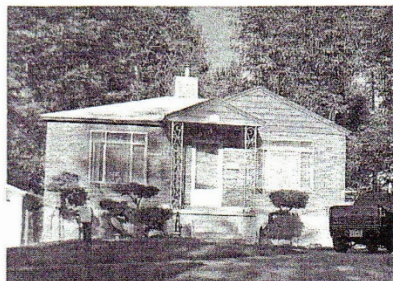
Goal 2: Create a distinct city center or "heart of the community"

Implementing design elements and features which are small in scale and appropriate for residential areas will create a people-friendly civic center which is attractive and accessible to residents of the community and which shows investment in the larger community. This can be accomplished if redevelopment efforts :

- o Break up parking and place behind buildings. .
- o Create pedestrian-friendly, walkable streets

Goal 3: Facilitate the careful integration of new development and redevelopment in existing neighborhoods

Facilitating small-scale development which is respectful of existing patterns and structures can significantly improve the overall appearance of the area. In order to this, redevelopment of this area should:



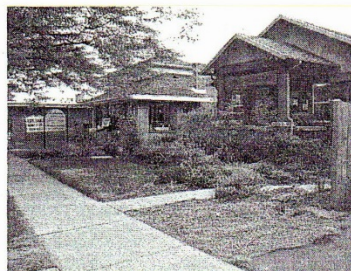
Red brick home, north of City Hall

- o **Protect good housing.** Residential areas that are uniform and in good standing, such as the block of red brick homes to the north of city hall, should be kept in place. Preserving such structures can help provide a feeling of stability amidst change as other less attractive structures and areas are redeveloped.

- o **Respect existing neighborhood context.** Redevelopment should be sensitively designed and located, particularly when adding parking and other elements associated with commercial uses into residential areas. Appropriate placement of uses and the provision of aesthetically-appealing buffers are particularly important when introducing new land uses next to one another.

- o **Reuse existing buildings where possible.** Retrofitting, rather than replacing, older structures provides a feeling of stability and familiarity within an area during a time of transition.

- o **Ensure new buildings match the scale of existing surroundings.** When existing structures cannot be retrofitted or transformed, new buildings should match the scale of remaining structures and patterns of the overall area.



Reuse of older structures



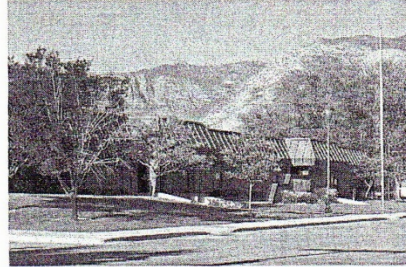
A newer building that matches scale of surrounding neighborhood

Goal 4: Create places for the community to gather and events to draw residents to these places

Providing places which support community gatherings shows city support and fosters a sense of community

pride. The following measures will help initiate a civic core around the existing City Hall and offices:

- o *Add a new civic plaza to support community-building and cultural activities.* Locating a civic plaza across the street from the City Hall will extend the presence and express the importance of civic functions into the greater area of Old Town. It will also provide more space that can be utilized for larger community events.
- o *Connect existing park to existing civic buildings and new plaza.* The addition of a strong network of pathways between the civic buildings, plaza, and park will make use of existing spaces for larger events, as well as includes spaces which are more flexible and can support a greater variety of functions.
Pathways also make the area more physically and visually accessible to users of all abilities.
- o *Maintain the civic function of old city offices.* Maintaining the existing uses in the building to the north of the park facilitates the feeling of a civic core and also increases the feasibility of closing off streets for special functions/celebrations .”



It could be argued that this plan is ten years old and no longer of value. But, looking at the community-wide-issues from 2008, I believe we still have many of those same issues. I believe that many of the following issues are in our current strategic plan.

“Community-wide Issues

- o Lack of distinction from neighboring cities
- o Lack of gateway or entry into the city
- o Need to make South Ogden a stopping place/destination rather than a thoroughfare
- o No clear “heart of the community” or city center/“main street”
- o Need a clearly marked and safe pedestrian crossing across Washington Boulevard (downtown/Bonneville High School)
- o Streets need to be beautified- landscaping, weed cleanup, etc.-along the sides of South Ogden streets
- o Need a community recreation center
- o Need a good bike trail system that connects residents to Weber State, in particular
- o Need larger, community parks/programs/arts events
- o Need improved recreational activities and opportunities (parks in neighborhoods, with soccer fields, etc.)
- o Need places, events, and opportunities to gather as a community
- o Multi-family housing needs to be more carefully integrated into established neighborhoods”

Thank you.

Sallee Orr