

**CITY COUNCIL MEETING AGENDA  
JULY 28, 2020 - 6:00 PM  
NORTH OGDEN, UTAH**

**PUBLIC CAN ATTEND BY:**

Click the link to join the webinar: <https://us02web.zoom.us/j/87528456105> Webinar ID: 875 2845 6105  
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+1 312 626 6799 or +1 646 558 8656  
or Youtube: <https://www.youtube.com/channel/UCriqbePBxTucXEzRr6fclhQ/videos>

**Welcome: Mayor Berube**

**Invocation & Pledge of Allegiance: Council Member Ekstrom**

**CONSENT AGENDA**

1. Discussion and/or action to consider June 2, 2020 City Council meeting minutes
2. Discussion and/or action to consider June 9, 2020 City Council meeting minutes

**ACTIVE AGENDA**

3. Public Comments\*
4. Discussion and/or action to consider an Ordinance to rezone property located at approximately 800 E 2600 N from Residential Estate (RE-20) to Residential (R-1-8) and adjusting boundaries to the centerline of 2625 North  
Presenter: Rob Scott, Planning Director
5. Discussion and/or action to consider an Ordinance to rezone property located at approximately 800 E 2850 N from Residential (R-1-8) and R-1-8 (AG) to Residential (RE-20)  
Presenter: Rob Scott, Planning Director
6. Discussion on Quality Quick Print  
Presenter: Dave Gordon
  - a. Discussion and/or action to recess the City Council meeting and convene in the RDA
  - b. Discussion on Quality Quick Print
  - c. Discussion and/or action to adjourn RDA and reconvene in the City Council meeting
7. Discussion and/or action to consider City participation in a youth community choir  
Presenter: Melissa Chertudi
8. Discussion and/or action to consider an Agreement with Ogden/Brigham Canal  
Presenter: Toby Mileski
9. Discussion and/or action to consider a Sound Ordinance  
Presenter: Jon Call, City Manager/Attorney
10. Discussion and/or action to consider amending the Amphitheater Ordinance  
Presenter: Jon Call, City Manager/Attorney

***\*Please see notes regarding Public Comments rules and procedure***

The Council at its discretion may rearrange the order of any item(s) on the agenda. Final action may be taken on any item on the agenda. In compliance with the American with Disabilities Act, needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Annette Spendlove, City Recorder at 782-7211 at least 48 hours prior to the meeting. In accordance with State Statute, City Ordinance, and Council Policy, one or more Council Members may be connected via speakerphone or may by two-thirds vote to go into a closed meeting

**CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the North Ogden City limits on this 23<sup>rd</sup> day of July, 2020 at North Ogden City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, at <http://www.northogdencity.com>, and faxed to the Standard Examiner. The 2020 meeting schedule was also provided to the Standard Examiner on December 22, 2019. S. Annette Spendlove, MMC, City Recorder

11. Discussion on the sale of the City's excess property by the old Public Work's site, Barker Parkway, and Oaklawn Park  
Presenter: Jon Call, City Manager/Attorney
  12. Discussion and/or action to consider a Resolution amending the Consolidated Fee Schedule  
Presenter: Evan Nelson, Finance Director
  13. Discussion and/or action to consider an Agreement for Engineer Services  
Presenter: Jon Call, City Manager/Attorney
  14. Discussion and/or action to consider an Agreement for City Auditing Services  
Presenter: Jon Call, City Manager/Attorney
  15. Discussion and/or action to consider an Auditing Committee  
Presenter: Mayor Berube
  16. Public Comments\*
  17. Council/Mayor/Staff Comments
  18. Adjournment
- 

### **Public Comments/Questions**

- a. Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business.
- b. When a member of the audience addresses the Mayor and/or Council, he or she will come to the podium and state his or her name and address.
- c. Citizens will be asked to limit their remarks/questions to five (5) minutes each.
- d. The Mayor shall have discretion as to who will respond to a comment/question.
- e. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks.
- f. Some comments/questions may have to wait for a response until the next Regular Council Meeting.
- g. The Mayor will inform a citizen when he or she has used the allotted time.

**NORTH OGDEN CITY COUCIL MEETING  
AND JOINT WORK SESSION WITH PLANNING COMMISSION  
MEETING MINUTES**

June 2, 2020

The North Ogden City Council convened in an virtual meeting on June 2, 2020 at 6:00 p.m. <https://us02web.zoom.us/j/83983838691> or by telephone dial: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 with Webinar ID 839 8388 8691 or <https://www.youtube.com/channel/UCriqbePBxTucXEzRr6fclhQ/videos> . Notice of time, place, and agenda of the meeting was posted on the bulletin board at the municipal office and posted to the Utah State Website on May 28, 2020. Notice of the annual meeting schedule was published in the Standard-Examiner on December 22, 2019.

PRESENT:            S. Neal Berube            Mayor  
                         Ryan Barker                Council Member  
                         Blake Cevering            Council Member            (arrived at 6:20 pm)  
                         Charlotte Ekstrom        Council Member  
                         Cheryl Stoker              Council Member  
                         Phillip Swanson          Council Member

                         Planning Commission:  
                         Eric Thomas                Chairman                    (excused)  
                         Brandon Mason            Vice-Chairman  
                         Lisa Arner                  Commissioner  
                         Scott Barker                Commissioner  
                         Alan Lunt                    Commissioner  
                         Nicole Nancarrow        Commissioner  
                         Don Waite                  Commissioner                (excused)

STAFF PRESENT:    Jon Call                    City Manager/Attorney  
                         Annette Spendlove        City Recorder  
                         Rob Scott                  Planning Director  
                         Lorin Gardner             City Engineer  
                         Kai Johnson                Planning Technician  
                         Evan Nelson                Finance Director

VISITORS:            Jeanette SweetRick Scadden            Rachelle Krohn  
                         Jay D. Dalpais             Susan Clements            Brenda Ashdown  
                         John Flitton                Danny Wahl                Kevin Burns  
                         Stephanie Casey

Mayor Berube called the meeting to order. Council Member Stoker offered the Invocation and led the audience in the Pledge of Allegiance.

## **JOINT WORK SESSION**

### **1. PUBLIC COMMENTS**

Jeanette Sweet, 3587 Lakeview Drive, stated that she would like to explore options for deterring illegitimate solicitation in the City; this activity has increased dramatically over the past week, namely from an entity called Second Chances, LLC. Their message is full of lies and they are being very forceful and threatening to her neighbors. She posted on a community Facebook page about their activities and the post had 82 comments from other citizens who have had interactions with the LLC. She stated she contacted the City to see if the entity had secured the required permits from the City and learned they have not; she has reported the situation to the Police Department and she has found several fraud alerts about the group. She would like to see what can be done to address the issue and alleviate the concerns of the residents of this City.

City Manager/Attorney Call reported that the City's Police Chief has contacted a representative of the group and informed them they are not allowed to solicit in the City without proper licenses. This is not the only solicitation group that the City has had issues within the past, but staff is happy to evaluate the solicitation ordinance to determine if adjustments are appropriate. Mayor Berube asked Mr. Call to send the ordinance to the Council for their review as well. Council Member Swanson stated the greatest concern he is aware of is that the solicitors are being very aggressive with the people they are engaging with. Mayor Berube stated that he would like to work to address the problems as well.

Ms. Sweet stated that because of the aggressive nature of the solicitors, two of them were able to enter a home where two young girls were alone. This is very disturbing to her and this has been going on for years. The City's Police Officers need to have the ability to cite or jail these solicitors when they are behaving this way. Mayor Berube stated that the Council will consider these issues and confer with Mr. Call about appropriate adjustments.

### **2. DISCUSSION ON AN APPLICATION TO MODIFY THE COOPERS TOWNE PROJECT AT APPROXIMATELY 1550 NORTH WASHINGTON BOULEVARD FROM COMMERCIAL (CP-2) TO MASTER PLANNING COMMUNITY (MPC-CT).**

A staff memo from Planning Director Scott explained when the City is considering a legislative matter, the Planning Commission is acting as a recommending body to the City Council. The City has wide discretion in taking legislative action. Examples of



legislative actions are general plan, zoning map, land use text amendments, and development agreements.

Legislative actions require that the Planning Commission give a recommendation to the City Council. Typically, the criteria for making a decision, related to a legislative matter, require compatibility with the general plan and existing codes.

On February 11, 2020, the City Council considered the application for the rezone for the Coopers Towne project. The City Council denied the project.

Since then the applicant has modified the original project and would like to receive feedback from the City Council and Planning Commission.

The applicant has submitted an overview letter and conceptual design to focus the discussion.

The following is a summary of the revision:

- A commercial component is proposed for buildings C and D.
- The building heights of the apartment buildings are limited to 3 stories.
- Look at adding living space above the Clubhouse.
- Possibly modifying the garage space as living space while still meeting the parking standards.
- Open space and amenities to remain the same.

The memo concluded staff recommends the City Council and Planning Commission conduct a discussion with the applicant and give direction on the project.

Mr. Scott reviewed his memo and focused on the summarized project revisions; he facilitated discussion among the group to solicit their feedback regarding the adjustments to the conceptual plan. Discussion centered on the City Council's concerns that led to denial of the previous application, including the fact that the zoning for the subject property was Master Planned Community (MPC), but the project that was proposed was entirely residential; safety and fire protection for four-story buildings; the amount of multi-family housing the City truly needs; and the negative impacts of changing commercially zoned property to residential.

Mayor Berube invited input from the applicant, Rick Scadden. Mr. Scadden provided the group with an update regarding his proposed project, which was initiated in 2017. The shift to three-store buildings is not an issue for him as he initially was not in favor of four-story buildings, but was encouraged to move in that direction. If building C is dedicated for 100 percent commercial use, it could be viable given that it will front Washington Boulevard. These changes decrease the total number of units to 132, which equates to 18 units per acre and complies with the density limitations for the MPC zone. Additionally, 14.5 percent of the property would be commercial. He referenced a

commercial market analysis conducted by commercial brokers in the area; at the time of the analysis, there were 1,101 commercial properties listed for lease or for sale in Weber County; of that 1,101 properties, 74 are located in North Ogden, Harrisville, Farr West, and Pleasant View. The absorption rate for all of Weber County in the previous 30 days was a result of 27 properties sold or leased, while 22 other properties were listed as newly available. Mr. Scadden stated he believes that additional commercial property will be a struggle to lease, but he is willing to add the commercial component to his design; he believes that with the right design and architecture, he can fill five to 10 percent of the project with a professional office use. Retail types of properties are harder to fill than residential and office space properties.

Planning Commission Vice Chairman Mason inquired as to Mr. Scadden's appetite for including the "Welcome to North Ogden" sign in his project. Mr. Scadden stated he is still willing to incorporate the sign in his project and has set aside a portion of his property for that purpose. He then stated he is willing to consider adjustments to the architectural design of the buildings in his project, specifically the pitch of the roof and the overall heights of the buildings. Mr. Scott stated that the Council has the ability to look at the overall design of a project and consider exceptions to the ordinance; however, he does not have a detailed enough plan to determine whether the adjusted dimensions and building heights conform with the ordinance.

Mayor Berube then invited public input.

Susan Clements, 668 E. 3125 N., stated that in previous discussions of this project, the Council had indicated they wanted to put a hold on multi-use projects until it is possible to determine the true need for additional projects. She agrees with that recommendation. She then wondered why there is a push for commercial use on the property rather than residential; there is significant commercial development in the area immediately surrounding the subject property and she is unsure of the need for additional commercial use. She noted that 25 years ago she lived in the area on 1400 North and when the Washington Mobile Estates project was built, they brought a lot of fill into the area to raise the elevation so it was not swampy. She stated that the water table on the property is concerning to her.

Mr. Scadden stated that there is a drain on the northwest corner of the property that drains directly into his property, flooding it; that drain will be incorporated into the storm drain infrastructure for his project and routed further west for proper drainage. The geotechnical studies indicate that a great amount of fill material will be needed on the site.

Mayor Berube asked Mr. Scadden if he is aware of absorption rates for residential units in this area. Mr. Scadden stated that his property management company has indicated that residential units are not being built fast enough to meet the demand; he anticipates securing 12 to 14 tenants per month as the project moves forward.

Discussion among the City Council and Planning Commission refocused on the adjustments that Mr. Scadden has made responsive to the public feedback and opposition to the project. Planning Commission Vice Chairman Mason noted that at least one comment was made in favor of the project; a Mr. Dave Hulme considers the subject property as currently being blighted and he is hopeful for this type of project as he feels it can make a positive contribution to the area. Vice Chairman Mason also expressed support for a “Welcome to North Ogden” sign. Continued discussion centered on the demand for this type of product in the community; Commissioner Waite commended Mr. Scadden for adjusting the project design, but expressed concern about the requirement to include commercial space in the project when there are already a great deal of commercial spaces in the immediate area that are not being rented. Commissioner Barker stated he has heard concerns about the ongoing maintenance of the project; given that the subject property is located at the City’s entrance, it is necessary for it to be property maintained so that it does not fall into disrepair. Vice Chairman Mason stated there is a negative stigma with high density housing, but he believes that it is possible to build a high-quality multi-family project that will have a nice appearance and contribute to the community. Commissioner Nancarrow agreed and applauded the applicant for his continued patience and willingness to adjust his plan responsive to the concerns that have been expressed by the public and the City Council. She feels this is the best project that the City could ask for on the subject property.

Council Member Ekstrom inquired as to where the parking area will be located for the commercial building that will front Washington Boulevard. Mr. Scott stated the buildings will front onto the street, but the parking area will be in the rear of the building. Council Member Ekstrom asked if building C will be entirely commercial, or only commercial on the ground floor with residential units above. Mr. Scadden stated his current design is for building C to be entirely commercial, but he could make the ground floors of the two buildings fronting Washington Boulevard commercial, with residential units on the upper floors. That would be similar to the design of The Junction project in Ogden City, for which there is a two-year waiting list for residential units. Council Member Ekstrom wondered if there is sufficient parking area for commercial uses. Mr. Scadden stated the design conforms with the requirements of the ordinance relative to parking, landscaping, and open space.

Council Member Swanson thanked Mr. Scadden for responding to the questions he sent via email. He then expressed support for the adjustments to the plan, but indicated he still has concerns about the potential for the City to be building too many housing units in too short a time period; he understands there is a housing shortage in the State of Utah, but it is possible to overbuild residential without sufficient commercial balance of adequate infrastructure. However, the need for affordable housing is a ‘hot topic’ in the State Legislature and it would be good to provide the amount of housing needed in the community before being required to do so as a result of a State mandate He concluded that he is happy that this project is being built by a North Ogden resident who has pride in the community and will not build a product that will detract from the area.

Discussion centered on the infrastructure improvements that are needed in the City to support the increase in residential growth, namely in high-density residential projects. Mr. Scadden stated that he understands that increased growth puts a burden on City infrastructure, such as public safety; however, he feels that the residents in this project will spend money in the City, which will generate increased tax revenue to be used for things like increasing staffing levels and retaining employees, namely those in the public safety realm.

Mayor Berube stated that he would like feedback from the Council regarding their willingness to consider an amended project application; it would be helpful to provide this information to Mr. Scadden before he spends additional money to adjust his design. The Council communicated their support for considering an adjusted project design based on the addition of a commercial component to the project and reducing the building heights of the residential buildings.

Council Member Cevering asked if Ogden City has given any indication of how they will respond to the application for a boundary adjustment for the project. Mr. Scadden stated that the boundary adjustment application was put on hold after the project applicant was denied by the North Ogden City Council; however, he believes they will act favorably on the boundary adjustment if North Ogden City Council gives conditional approval of the project.

Several Planning Commissioners then expressed support for the project design as communicated this evening; however, they indicated they cannot say they will definitely recommend approval until they see a formal application with the actual design adjustments. Council Member Swanson agreed it would be inappropriate to offer Mr. Scadden a guarantee that his amended project will be approved, but concluded that he feels both the Planning Commission and City Council are willing to consider the project. Mr. Scadden asked if there is anything he needs to adjust on his project before submitting a formal application to the City. Mayor Berube stated that the Council may support an adjustment to the building configuration for those buildings that include a commercial element; they may be supportive of a design that includes commercial on the ground level and residential on the upper levels. Council Member Ekstrom stated she wants to be sure there is adequate parking for the types of commercial businesses that will be attracted to locate in the project. Council Member Swanson stated his preference is for the building fronting Washington Boulevard to be 'all-commercial'; however, he trust Mr. Scadden and his partners to evaluate the market and create a design that is in demand. Planning Commission Vice-Chairman Mason agreed with Council Member Swanson and noted that he would be willing to consider an exception to the building height for the three-story buildings if the architectural design is aesthetically pleasing. Council Member Barker added that three-story buildings are better than four from a fire protection standpoint, but regardless of the number of stories, the City would need support from other agencies who have ladder trucks if it becomes necessary to fight a fire in this project. He stated he feels access to the site is adequate for fire protection.

**3. PUBLIC COMMENTS**

There were no public comments.

**4. COUNCIL/MAYOR/STAFF COMMENTS**

There were no additional comments.

**5. ADJOURNMENT**

**Council Member Stoker motioned to adjourn the meeting. Council Member Barker seconded the motion.**

**Voting on the motion:**

|                                |            |
|--------------------------------|------------|
| <b>Council Member Barker</b>   | <b>aye</b> |
| <b>Council Member Cevering</b> | <b>aye</b> |
| <b>Council Member Ekstrom</b>  | <b>aye</b> |
| <b>Council Member Stoker</b>   | <b>aye</b> |
| <b>Council Member Swanson</b>  | <b>aye</b> |

**The motion passed unanimously.**

**The meeting adjourned at 7:38 p.m.**

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S. Neal Berube, Mayor

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S. Annette Spendlove, MMC  
City Recorder

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Date Approved

**NORTH OGDEN CITY COUNCIL  
MEETING MINUTES**

June 9, 2020

The North Ogden City Council convened in a virtual meeting on June 9, 2020 at 6:04 p.m. at <https://us02web.zoom.us/j/82256835898> or by Telephone: US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or <https://www.youtube.com/channel/UCriqbePBxTucXEzRr6fclhQ/videos>. Notice of time, place, and agenda of the meeting was posted on the bulletin board at the municipal office and posted to the Utah State Website on June 4, 2020. Notice of the annual meeting schedule was published in the Standard-Examiner on December 22, 2019.

PRESENT:            S. Neal Berube            Mayor  
                         Ryan Barker            Council Member  
                         Blake Cevering        Council Member (arrived at 6:44 pm)  
                         Charlotte Ekstrom     Council Member  
                         Cheryl Stoker         Council Member  
                         Phillip Swanson       Council Member

STAFF PRESENT:    Jon Call                    City Manager/Attorney  
                         Annette Spendlove     City Recorder  
                         Rob Scott                Planning Director  
                         Evan Nelson             Finance Director  
                         Tiffany Staheli         Parks & Recreation Director  
                         Dirk Quinney            Chief of Police  
                         Lorin Gardner          City Engineer

VISITORS:            Brenda Ashdown        Julie Anderson            Kevin Burns  
                         Susan Clements        Stefanie Casey           Terri McCulloch  
                         Rod Barker              John Arrington           Jack Rufer

Mayor Berube called the meeting to order. Brenda Ashdown offered the thought and led the audience in the Pledge of Allegiance.

**CONSENT AGENDA**

1.    **DISCUSSION AND/OR ACTION TO CONSIDER APRIL 14, 2020 CITY COUNCIL MEETING MINUTES**
  
2.    **DISCUSSION AND/OR ACTION TO CONSIDER APRIL 28, 2020 CITY COUNCIL MEETING MINUTES**

Mayor Berube noted that he asked City Recorder Spendlove to make a few minor corrections/amendments to the minutes; he asked that a motion to approve reference the amended minutes.

**Council Member Ekstrom motioned to approve the April 14, 2020 and April 28, 2020 City Council Meeting Minutes as amended. Council Member Swanson seconded the motion.**

**Voting on the motion:**

|                                |            |                  |
|--------------------------------|------------|------------------|
| <b>Council Member Barker</b>   | <b>aye</b> |                  |
| <b>Council Member Cevering</b> | <b>aye</b> | <b>(excused)</b> |
| <b>Council Member Ekstrom</b>  | <b>aye</b> |                  |
| <b>Council Member Stoker</b>   | <b>aye</b> |                  |
| <b>Council Member Swanson</b>  | <b>aye</b> |                  |

**The motion passed unanimously.**

**ACTIVE AGENDA**

**3. PUBLIC COMMENTS**

Julie Anderson, 940 E. 2600 N., offered a 'shout out' to a City employee in the Public Works Department who responded to her property to help her diagnose a water leak. He was very helpful.

**4. DISCUSSION AND/OR ACTION TO CONSIDER AN ORDINANCE APPROVING FISCAL YEAR 2021 REVISED TENTATIVE BUDGET AND RDA FINAL BUDGET**

Finance Director Nelson stated that this budget has been discussed several times over the past few months; the final budget will not be adopted until after a Truth in Taxation process can be advertised and a hearing held. Therefore, the action before the Council tonight is to adopt the tentative budget as the operating budget until August 4, 2020. He noted property tax revenue estimates have been included in the tentative budget; however, the amount that the County has communicated that the City will collect is \$11,421 less than projected. The budget includes a revenue estimate of \$1,490,000, which includes \$223,000 beyond what the current certified tax rate would generate. He stated that if the Council wants to maintain the \$1,490,000 revenue estimate, it would be necessary to increase the tax rate accordingly. Or, the Council can adjust the revenue estimate to reflect the information provided by the County. He asked for feedback from the Mayor and Council. Mayor Berube stated that he does not want to seek additional tax revenue from the citizens. The Council supported that direction. Mr. Nelson stated that



the Truth in Taxation notice will include language communicating that the Council will increase rates to a level that will generate \$1,479,189. He then noted that the City has not received confirmation of the amount the City will be charged for liability, property, and auto insurance premium for the year. He expects that the current expenditure allocated across multiple funds in the City is too low and the final amount will be programmed into the final budget proposal that will be considered in August. He then discussed the adjustments to the Cherry Days budget that are included in the document; the regular budget has been reduced significantly given the COVID-19 pandemic, but Administration is hopeful that it will be possible to hold Cherry Days in 2021 and the budget will need to be adjusted accordingly.

**a. Discussion and/or action to consider an Ordinance approving Fiscal Year 2021 Revised Tentative Budget.**

Council Member Barker asked if it is possible to roll-over the FY2020 Cherry Days budget to the FY2021 budget. Mr. Nelson stated that any unexpended funds will roll into the General Fund balance and can be re-allocated for other uses in the next FY.

**Council Member Barker motioned to approve Ordinance 2020-11 approving Fiscal Year 2021 Revised Tentative Budget with the change to the property tax to show the projected revenue as \$1,479,189.00. Council Member Stoker seconded the motion.**

**Voting on the motion:**

|                                |            |                  |
|--------------------------------|------------|------------------|
| <b>Council Member Barker</b>   | <b>aye</b> |                  |
| <b>Council Member Cevering</b> | <b>aye</b> | <b>(excused)</b> |
| <b>Council Member Ekstrom</b>  | <b>aye</b> |                  |
| <b>Council Member Stoker</b>   | <b>aye</b> |                  |
| <b>Council Member Swanson</b>  | <b>aye</b> |                  |

**The motion passed unanimously.**

**b. Discussion and/or action to recess the City Council meeting and convene in the RDA.**

**Council Member Swanson motioned to recess the City Council meeting and convene in the RDA. Council Member Ekstrom seconded the motion.**

**Voting on the motion:**

|                                |            |                  |
|--------------------------------|------------|------------------|
| <b>Council Member Barker</b>   | <b>aye</b> |                  |
| <b>Council Member Cevering</b> | <b>aye</b> | <b>(excused)</b> |



**Council Member Ekstrom**            aye  
**Council Member Stoker**           aye  
**Council Member Swanson**        aye

**The motion passed unanimously.**

**The City Council Meeting recessed at 6:30 p.m.**

**The RDA meeting convened at 6:30 p.m.**

**c. Discussion and/or action to consider an Ordinance approving the RDA Fiscal Year 2021 Final Budget.**

Finance Director Nelson noted that no changes have been made to the RDA and CDA budgets since the last review of the documents during the May 26 meeting.

**Board Member Swanson motioned to approve Ordinance RDA 2020-11 approving the RDA Fiscal Year 2021 Final Budget. Board Member Ekstrom seconded the motion.**

**Voting on the motion:**

**Board Member Barker**            aye  
**Board Member Cevering**        aye    (excused)  
**Board Member Ekstrom**        aye  
**Board Member Stoker**           aye  
**Board Member Swanson**        aye

**The motion passed unanimously.**

**d. Discussion and/or action to adjourn the RDA meeting and convene in the City Council Meeting.**

**Board Member Ekstrom motioned to adjourn the RDA meeting and convene in the City Council Meeting. Board Member Stoker seconded the motion.**

**Voting on the motion:**

**Board Member Barker**            aye  
**Board Member Cevering**        aye    (excused)

**Board Member Ekstrom**                    **aye**  
**Board Member Stoker**                   **aye**  
**Board Member Swanson**                **aye**

**The motion passed unanimously.**

**The RDA meeting adjourned at 6:33 p.m.**

**The City Council Meeting re-convened at 6:33 p.m.**

**5. DISCUSSION AND/OR ACTION TO CONSIDER AN ORDINANCE AMENDING AND REDUCING THE PENALTIES RELATED TO VIOLATION OF ANIMAL ORDINANCE RELATED TO PETS**

City Manager/Attorney Call explained the Utah legislature passed a new rule (House Bill 202) which prohibits cities from imposing criminal penalties on people for certain violations related to their pets or homes. The statute is not 100 percent clear on some items so the staff has recommended that some of the ordinances relating to animal cruelty retain harsher penalties. The new statute says that all violations related to “pets” (cats and dogs) and residences are infractions for which a fine only will be issued. The City is only allowed to impose a fine every 14 days and once somebody has been fined three times, the fourth time the penalty can be increased to a Class B Misdemeanor. He referenced an ordinance included in the Council meeting packet, noting it is intended to impose the reduced penalties along with other timelines and state required provisions. The only proposed language changes are for the penalties, and not the substantive descriptions of the crimes.

**Council Member Ekstrom motioned to approve Ordinance 2020-12 amending and reducing the penalties related to violation of animal ordinance related to pets. Council Member Stoker seconded the motion.**

**Voting on the motion:**

**Council Member Barker**                    **aye**  
**Council Member Cevering**                **aye**    **(excused)**  
**Council Member Ekstrom**                **aye**  
**Council Member Stoker**                   **aye**  
**Council Member Swanson**                **aye**

**The motion passed unanimously.**

6. **DISCUSSION AND/OR ACTION TO CONSIDER AN ORDINANCE AMENDING AND REDUCING THE PENALTIES RELATED TO VIOLATION RELATED TO RESIDENTIAL USE OF PROPERTIES**

City Manager/Attorney Call stated the intent of this ordinance is similar to the intent of the previous agenda item; simply put, the language in the ordinance is intended to communicate that a property owner cannot be jailed for a nuisance violation at their property and that such a nuisance will only be elevated to a Class B Misdemeanor after three civil penalties have been issued. He referenced an ordinance included in the Council meeting packet, noting it is intended to impose the reduced penalties along with other timelines and state required provisions. The only proposed language changes are for the penalties, and not the substantive descriptions of the crimes.

**Council Member Stoker motioned to approve Ordinance 2020-13 amending and reducing the penalties related to violation related to residential use of properties. Council Member Swanson seconded the motion.**

**Voting on the motion:**

|                                |            |
|--------------------------------|------------|
| <b>Council Member Barker</b>   | <b>aye</b> |
| <b>Council Member Cevering</b> | <b>aye</b> |
| <b>Council Member Ekstrom</b>  | <b>aye</b> |
| <b>Council Member Stoker</b>   | <b>aye</b> |
| <b>Council Member Swanson</b>  | <b>aye</b> |

**The motion passed unanimously.**

7. **DISCUSSION AND/OR ACTION TO CONSIDER AN ORDINANCE AMENDING TITLE 3 CHAPTER 4 OF THE NORTH OGDEN CODE RELATED TO DEPRECIATION FUND POLICIES AND PROCEDURES TRACKING CAPITAL ASSETS IN THE CITY**

City Manager/Attorney Call explained that at the last Council meeting the Council adopted a motion to repeal a section of the current City Code. "NOC 3-4 Asset Budgeting Information". In that meeting the Council decided to proceed with the repeal, but it is necessary to take that action via adoption of an ordinance.

**Council Member Cevering motioned to approve Ordinance 2020-10 amending Title 3 Chapter 4 of the North Ogden Code related to depreciation fund policies and procedures tracking capital assets in the City. Council Member Ekstrom seconded the motion.**

**Voting on the motion:**

|                                |            |
|--------------------------------|------------|
| <b>Council Member Barker</b>   | <b>aye</b> |
| <b>Council Member Cevering</b> | <b>aye</b> |
| <b>Council Member Ekstrom</b>  | <b>aye</b> |
| <b>Council Member Stoker</b>   | <b>aye</b> |
| <b>Council Member Swanson</b>  | <b>aye</b> |

**The motion passed unanimously.**

**8. DISCUSSION AND/OR ACTION TO CONSIDER SURPLUS PROPERTY AT APPROXIMATELY 2540 NORTH BARKER PARKWAY**

City Manager/Attorney Call explained the City was approached about property at approximately 2540 N. Barker Parkway with an inquiry about the future plans for the property. Staff has reviewed the history of this parcel; it was originally purchased from the Barker Family and is the eastern most edge of the hollow area of Barker Park. Several years ago, the City adopted conservation easements on the remainder of Barker Park as the property was transferred from the Municipal Building Authority to the City, however since this parcel was already owned by the City no conservation easement was attached to it. To grant a conservation easement the Council must declare the property as surplus to comply with state law. Staff is recommending the Council declare this property as surplus at least for purposes of granting a conservation easement across this parcel similar to the other parcels in Barker Park. Secondly, a neighbor has approached the City about purchasing a portion of this property to combine with their own parcel directly adjacent so they can plant a garden and do other activities on the land. The Council will need to decide the best course of action moving forward. Once the property is declared as surplus it will allow the City to have discussions in open meetings and closed meetings about the future of this property. The City does not have a firm policy on selling property associated with parks, and this would seem a logical time to discuss what direction the City would like to take with these types of requests moving forward. Staff recommends the City Council hold the public hearing and then begin discussions on policies and other considerations prior to making a final decision on the disposal of any property.

**Mayor Berube opened the Public Hearing at 6:52 p.m. There were no persons appearing to be heard.**

**Council Member Stoker motioned to close the public hearing. Council Member Cevering seconded the motion.**

**Voting on the motion:**

|                                |            |
|--------------------------------|------------|
| <b>Council Member Barker</b>   | <b>aye</b> |
| <b>Council Member Cevering</b> | <b>aye</b> |

|                               |            |
|-------------------------------|------------|
| <b>Council Member Ekstrom</b> | <b>aye</b> |
| <b>Council Member Stoker</b>  | <b>aye</b> |
| <b>Council Member Swanson</b> | <b>aye</b> |

**The motion passed unanimously.**

**The public hearing was closed at 6:53 p.m.**

The Council then discussed the concept of labeling the property as surplus and the potential for selling the property; Council Members Swanson, Ekstrom, and Stoker were opposed to declaring the property as surplus or selling the property at this time. Council Member Barker stated that if the Council wants to place a conservation easement on the property, it is necessary to declare it as surplus; he does not want to sell the property, but he has no problem declaring it as surplus so that the conservation easement can be pursued. The led to discussion of the limitations on use of the property associated with a conservation easement.

Mayor Berube noted the offer to purchase a portion of the property was submitted by Rod Barker and he invited Mr. Barker to provide information about his request.

Mr. Barker stated that when he first purchased his home at 2524 Barker Parkway he approached the Mayor about the opportunity to improve the land between his home and the hollow; the Mayor said he would be delighted for that to happen as the property was unkempt and in need of attention. He stated he cannot see the City ever doing anything with the property given its location situated between his property and the hollow and he would like to own it and continue to maintain it. For the property to the east of him, there is sprinkler lines and grass; it is like a small park for the residents who live there. He stated that he has given his own time and resources to keep the area looking nice and he would like for a conservation easement to be placed on the property for people of future generations who will live in the area to continue to enjoy it.

Council Member Cevering asked if approval of a conservation easement would preclude the City from selling the property. Mr. Call answered no; however, the easement can be used to preserve the property as open space regardless of ownership of the property. Council Member Cevering stated that he would be in favor of selling the property after it is declared as surplus property and a conservation easement is placed on the property.

Council Member Swanson stated he thinks the City needs to hang on to every piece of property it owns; it would be premature to declare the property as surplus at this time.

Mayor Berube inquired as what the status of the property will be if the Council chooses not to take any action at this time. Mr. Call stated that it will remain undeveloped and in the ownership of the City. The Parks and Recreation Department is working on master planning that would include opportunities for incorporating the subject property into the overall design and theme of the area. Council Member Cevering stated that work could

proceed if the property were declared surplus and under the assignment of a conservation easement. Mr. Call answered yes.

Council Member Barker stated that Mr. Rod Barker is his uncle and he invited the Council to visit the property to become familiar with the relationship between the City-owned parcel and the privately-owned property; the City owned property cannot be accessed from Barker Parkway. Rather, the only way to access it is through Mr. Rod Barker's property. He stated he is in favor of a conservation easement to be in line with the rest of the park. Council Member Swanson reiterated that the City cannot afford to sell any park property it currently owns; there are opportunities for protecting the property from development without placing it in a conservation easement. Council Member Cevering stated that the property can be used as park property even if it is in a conservation easement. Council Member Swanson stated that is correct, but once the property is included in a conservation easement, it can be sold to anyone at any time. At the present time, the property cannot be sold or developed due to its current status. Until the City has a formal plan for park space at buildout of the City, he does not want to consider surplussing the property or placing it in a conservation easement.

Mayor Berube stated that he understands the different viewpoints; however, he has walked the property and does not see how it can every be used as a park space. He encouraged other Council Members to visit the property to form their own opinion. He also asked staff to reach out to the Department of Natural Resources that would require that the hollow be maintained in its present condition. Council Member Swanson suggested that the entire Council take a field trip to the property along with the City's Parks and Recreation Director to discuss the matter. Mayor Berube stated he supports that proposal and suggested the Council table discussion at this time.

**Council Member Stoker motioned to table this discussion for Surplus Property at approximately 2540 North Barker Parkway. Council Member Cevering seconded the motion.**

**Voting on the motion:**

|                                |            |
|--------------------------------|------------|
| <b>Council Member Barker</b>   | <b>aye</b> |
| <b>Council Member Cevering</b> | <b>aye</b> |
| <b>Council Member Ekstrom</b>  | <b>aye</b> |
| <b>Council Member Stoker</b>   | <b>aye</b> |
| <b>Council Member Swanson</b>  | <b>aye</b> |

**The motion passed unanimously.**

9. **DISCUSSION AND/OR ACTION TO CONSIDER THE CITY MANAGER’S CONTRACT**

Mayor Berube stated that he has worked with Mr. Call since being sworn in as the City’s Mayor and he has gained a great deal of respect for him; he is very knowledgeable about the workings of the City and he wishes to retain him. He has developed an agreement to replace his current employment agreement, but he has included some modifications. He reviewed the key provisions of the contract:

- Term of three years with the option to renegotiate or renew.
- 12-month termination benefit.
- Mr. Call is required to provide 60-day notice of voluntary termination of his contract; Mayor can shorten that time frame if it is possible to find a replacement sooner.
- Disability clause giving Mr. Call continuation of salary upon disability.
- Base salary set at \$104,000 with a vehicle allowance of \$400 per month.
- Ability to purchase a new cell phone each year at a maximum cost of \$800.
- Four weeks of vacation per year.
- Payment of necessary expenses to retain his status as an attorney; continued professional education.
- Mr. Call is subject to the same salary and benefit adjustments afforded to other City employees.

He concluded he believes this is a fair contract for Mr. Call and the City and he invited discussion among the Council. Discussion centered on whether the proposed salary covers Mr. Call’s role as both the City Manager and Attorney; Mayor Berube acknowledged that Mr. Call is likely underpaid when compared to his counterparts in other cities, but Mr. Call refused to be paid more than that. Council Member Ekstrom thanked Mr. Call for that and indicated the City is lucky to have him. Council Members Swanson and Cevering echoed that sentiment. Mr. Call thanked the Council for their kind works and stated he is grateful to be employed by North Ogden.

**Council Member Barker motioned to approve Agreement A10-2020 for the City Manager’s Contract. Council Member Stoker seconded the motion.**

**Voting on the motion:**

|                                |            |
|--------------------------------|------------|
| <b>Council Member Barker</b>   | <b>aye</b> |
| <b>Council Member Cevering</b> | <b>aye</b> |
| <b>Council Member Ekstrom</b>  | <b>aye</b> |
| <b>Council Member Stoker</b>   | <b>aye</b> |
| <b>Council Member Swanson</b>  | <b>aye</b> |

**The motion passed unanimously.**



**10. PUBLIC COMMENTS**

Rod Barker, 2524 Barker Parkway, thanked the Council for their discussion of his proposal to purchase City owned property near his home. He stated that he has a document from the State of Utah Division of Parks and Recreation regarding the City's purchase of property formerly owned by his parents. The document states that the City applied for a grant from the State of Utah and the grant was approved with the stipulation that the ravines would stay in a natural state. No development can occur in the hollow without violating that agreement. He invited the Council to come to his home and to the property he would like to purchase to see for themselves that there is no way for the property to be developed in any way as park space. He stated the portion of the property he wants to purchase is about 1/6 of an acre.

Mayor Berube asked Mr. Barker to send that agreement to himself and Mr. Call.

**11. COUNCIL/MAYOR/STAFF COMMENTS**

Council Member Barker reported on the actions taken in the most recent Mosquito Abatement meeting. He then reported on a request made by the General Plan Steering Committee at their last meeting; they would like to understand the Council's feelings about vesting residential zoning. In other words, do they want to vest General Plan map to mirror the current zoning map. City Manager/Attorney Call presented the existing zoning map; he noted that the General Plan map is not as clear or detailed as the zoning map and this is by design to provide flexibility for future development. However, the General Plan Steering Committee wants the General Plan map to match the zoning map. Council Member Barker stated the Committee wants to know if the Council would support that idea before they spend too much time to formulate a recommendation.

Mr. Call facilitated discussion among the Council regarding the meaning of the term 'vesting'; it is locking the future density of undeveloped land in the City to provide certainty for landowners and their neighbors. The Council discussed the concept of vesting; Council Member Swanson expressed his support for the General Plan Steering Committee exploring a recommendation. Council Member Stoker agreed. Council Member Barker agreed as well and stated he would be willing to hear the Committee's recommendation.

Council Member Cevering stated he would need additional time to consider the matter; he needs a greater understanding of the pros and cons of vesting. Council Member Ekstrom agreed.

Council Member Barker then stated that the General Plan Steering Committee would also like to know if the Council would like a recommendation on Transferrable Development Rights (TDR). Council Member Swanson stated that he feels that vesting and TDR are tools that go hand in hand and he would like to hear a recommendation about that issue as



well. Council Member Stoker agreed. There were no objections from other Council Members.

Council Member Cevering stated he has conferred with Public Works Department Staff to formulate a proposal regarding options for offering lenience to residents who are struggling to make their utility payments. Mayor Berube stated that the City will proceed with shut offs at this time, but would like to develop a policy regarding the manner in which adjustments to a resident's utility bill will be considered. Mr. Call stated he is working on a draft of that type of policy.

Mayor Berube then suggested that each Council Member plan to provide a report on their assignments on a rotation that he will set up and communicate to the entire Council. He will include an agenda item on each meeting agenda to allow for that report. He then reported on the progress that private residents and entities in the community have made on developing the Gold Star monument located in front of City Hall. The monument is drawing attention from Gold Star families throughout the State and he is proud of North Ogden residents for their dedication to this endeavor.

Mayor Berube then noted he and Mr. Call met with Jack Barrett at the Village at Prominence Point project and learned he will likely be seeking additional modifications to the development agreement for that project. He is working on continued development of the project area.

Mayor Berube then commented on a social media post that he made in support of the Police Department and its Chief; given the current climate, he feels it would be meaningful for the Council and residents alike to offer support for the Police Department whenever possible. He then reported on the need to be a welcoming committee in terms of diversity and acceptance.

Parks and Recreation Director Staheli referred to the previous discussion regarding the property that Mr. Barker wants to purchase near Barker Park. She encouraged the Council to keep an open mind about what park space should look like; not all parks need to be grassy areas and playground. Rather, passive space, trails, and open space are needed for the continued growth of the City. She asked the Council to consider the implications of selling any City owned property that could potentially be used for those purposes.

**12. DISCUSSION AND/OR ACTION TO CONSIDER MOVING INTO A CLOSED MEETING TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY § 52-4-205(1)(d)**

**Council Member Cevering motioned to move into a closed meeting to discuss the purchase, exchange, or lease of real property § 52-4-205(1) (d) €. Council Member Swanson seconded the motion.**

**Voting on the motion:**

|                                |            |
|--------------------------------|------------|
| <b>Council Member Barker</b>   | <b>aye</b> |
| <b>Council Member Cevering</b> | <b>aye</b> |
| <b>Council Member Ekstrom</b>  | <b>aye</b> |
| <b>Council Member Stoker</b>   | <b>aye</b> |
| <b>Council Member Swanson</b>  | <b>aye</b> |

**The motion passed unanimously.**

**The meeting recessed at 8:04 p.m. and reconvened at 8:45 p.m.**

**13. ADJOURNMENT**

**Council Member Stoker motioned to adjourn the meeting. Council Member Ekstrom seconded the motion.**

**Voting on the motion:**

|                                |            |
|--------------------------------|------------|
| <b>Council Member Barker</b>   | <b>aye</b> |
| <b>Council Member Cevering</b> | <b>aye</b> |
| <b>Council Member Ekstrom</b>  | <b>aye</b> |
| <b>Council Member Stoker</b>   | <b>aye</b> |
| <b>Council Member Swanson</b>  | <b>aye</b> |

**The motion passed unanimously.**

**The meeting adjourned at 8:45 p.m.**

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S. Neal Berube, Mayor

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S. Annette Spendlove, MMC  
City Recorder

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Date Approved



# NORTH OGDEN CITY

SETTLED 1851

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## Staff Report to the North Ogden City Council

### SYNOPSIS/APPLICATION INFORMATION

Application Request: Consideration and action on a legislative application to rezone property for land located at approximately 800 East 2600 North from Residential Estate (RE-20) to Residential R-1-8 and adjusting the boundaries to the centerline of 2625 North

Agenda Date: July 28, 2020

Applicant: Johnson and Kellie Webb

File Number: ZMA 2020-03

### PUBLIC NOTICE:

Mailed Notice: June 16, 2020

Newspaper: June 20-21, 2020

City Website: July 23, 2020

### PROPERTY INFORMATION

Address: Approximately 800 East 2600 North

Project Area: Approximately 2.15 Acres (93,654 Sq. Ft.)

Current Zoning: RE-20

Proposed Zoning: R-1-8 and R-1-8(AG)

Existing Land Use: Residential

Proposed Land Use: Residential

Parcel ID: 170740023

### ADJACENT LAND USE

North: Residential Vacant

East: Residential

South: Residential

West: Residential

### STAFF INFORMATION

Robert O. Scott, AICP  
[rscott@nogden.org](mailto:rscott@nogden.org)  
 (801) 737-9841

### APPLICABLE ORDINANCES

North Ogden Zoning Ordinance Title 11-1-4 (Changes and Amendments)

North Ogden Zoning Ordinance Title 11-6-2B (Boundaries of Zones)

North Ogden Zoning Ordinance Title 11-7 Suburban Residential Zone RE-20

North Ogden Zoning Ordinance Title 11-7B Residential (R-1-8 and R-1-8(AG))

### **TYPE OF DECISION**

When the City is considering a legislative matter, the Planning Commission is acting as a recommending body to the City Council. The City has wide discretion in taking legislative action. Examples of legislative actions are general plan, zoning map, and land use text amendments. Legislative actions require that the Planning Commission give a recommendation to the City Council. Typically, the criteria for making a decision related to a legislative matter, require compatibility with the general plan and existing codes.

### **BACKGROUND**

The Planning Commission conducted a public hearing on this request on July 1, 2020. The applicant addressed the Commission; there were no other comments made. (See Exhibit D)

The applicant is requesting a zone change for the property located at approximately 800 East 2600 North from Residential Suburban (RE-20) to Residential R-1-8. (See Exhibits A and B) The original application requested that a portion of the property be rezoned to R-1-8(AG). However, the applicant has submitted a request that the R-1-8(AG) request be removed. (See Exhibit E)

This property is being rezoned to accommodate Webb subdivision as an independent project; however, portions of this property are being incorporated into the Mountain Valley Villas subdivision which received final approval on June 3, 2020 and modified on July 1, 2020. A condition of approval for the Mountain Valley Villas subdivision is that this property be rezoned prior to recording.

The Webb subdivision design will account for the dedication of a portion of 2600 North to account for the future widening of 2600 North. The final zone line between lots 1, 2 and lot 3 will be determined as part of that decision. Notation: The north boundary line between lots 1 and 2 and lot 3 of the Webb subdivision are to be adjusted by staff once the final subdivision plat is approved.

The proposed subdivision divides the Webb property into three lots and transfers some property into the Mountain Valley Villas subdivision, lot 4. A portion of the detention basin is being incorporated into lot 3 of the Webb subdivision. A new home and accessory dwelling unit will be constructed onto lot 3, the lot fronting 2625 North. The property fronting 2600 North has two existing homes that will be included in separate lots. The RE-20 zone is being adjusted to go to the centerline of 2625 North for the lot 3 frontage.

The lots that front onto 2600 North (Lots 1 and 2) are proposed to be rezoned from RE-20 to R-1-8 making them conform to the area requirements. Lot 3 is proposed to remain as RE-20 in order to retain the animals they currently have.

Exhibit C, Attachment A has a notation that the north boundary line between lots 1 and 2 and lot 3 of the Webb subdivision are to be adjusted by staff once the final subdivision plat is approved. Secondly, that the RE-20 zone boundary line for lot 3 is adjusted to the center line. on 2625 North.

### CONFORMANCE WITH GENERAL PLAN

The proposed subdivision meets the requirements of applicable North Ogden City ordinances and conforms to the North Ogden City General Plan. The General Plan map calls for this property to be developed as low density residential and is within the Old Town Neighborhood.

### Zoning and Land-Use Policy

The following policy consists of general statements to be used as guidelines. Such guidelines may on occasion conflict when several are compared. In such cases, the Planning Commission should prioritize the guidelines as they pertain to the specific parameters of the issue which is pending. All zoning requests should first be evaluated for their compliance with the General Plan.

#### **General Guidelines:**

- A definite edge should be established between the types of uses to protect the integrity of each use, except where the mixing of uses is recommended in the General Plan.  
**Staff Comment:** The low density general plan designation calls for a variety of single family zones including the R-1-8 zone. The zone boundaries reflect the design of the proposed Webb subdivision.
- Zoning should reflect the existing use of property to the greatest extent possible unless the area is in transition or conflicts with the General Plan.  
**Staff Comment:** The properties in this area are transitioning from open space and agricultural lands to single family residential uses.
- Where possible, properties which face each other across a local street, should be the same or a similar zone. Collector and arterial roads may be sufficient buffers to warrant different zones.  
**Staff Comment:** The proposed zones are consistent with adjacent property zoning.
- Zoning boundaries should not cut across individual lots or developments (i.e., placing the lot in two separate zones). Illogical boundaries should be redrawn to follow property or established geographical lines.  
**Staff Comment:** The proposed zone change will reflect boundaries consistent with the proposed Webb and Mountain Valley Villas subdivisions.

#### **Residential Guidelines:**

- Avoid isolating neighborhoods.  
**Staff Comment:** The proposed zone change will not isolate properties within the existing neighborhood.
- Require excellence in design.  
**Staff Comment:** A companion subdivision application is being processed for this project. A building permit will be processed for the future home and accessory dwelling unit meeting city standards.
- Consider development agreements to assure higher quality development.  
**Staff Comment:** No development agreement is proposed.

### SUMMARY OF LAND USE AUTHORITY CONSIDERATIONS

- Is the proposal consistent with the General Plan?
- How does the proposal relate to the Zoning and Land Use Policy guidelines?

### PLANNING COMMISSION RECOMMENDATION

The Planning Commission on a 5 – 0 vote recommends approval of the rezone from RE-20 to the R-1-8 zone. The zone line between lots 1 and 2 and lot 3 will be adjusted depending upon the amount of

dedication required for the future 2600 North widening. The Planning Commission found that this application is consistent with the General Plan.

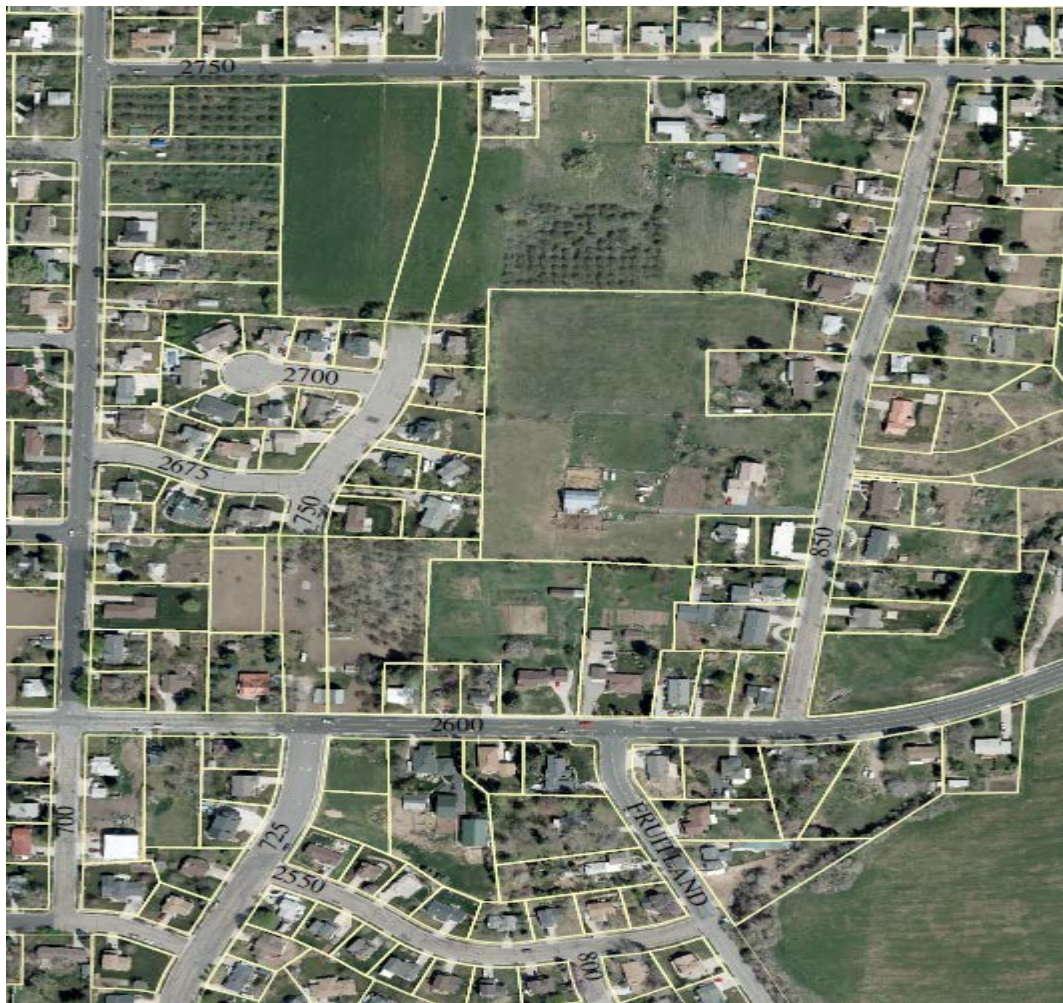
It is recommended that the City Council authorize staff to adjust the zone line between lots 1,2 and 3 after accounting for the required dedication for 2600 North.

That the RE-20 north zone line for lot 3 be adjusted to the centerline.

**EXHIBITS**

- A. Application
- B. Ordinance
- C. Attachment A
- D. Planning Commission Minutes July 1, 2020
- E. Amended Application Request

**MAP**







# LAND USE DEVELOPMENT APPLICATION

North Ogden City Planning Department  
 505 East 2600 North  
 North Ogden, UT 84414 (801)782-7211

ZMA 2020 - 03 Webb

| APPLICANT INFORMATION  |  |
|--|--|
| Name: Johnson & Kellie Webb  | Company:   |
| Address: 800 E 2600 N  | North Ogden UT 84414   |
| Email: kelliejoan@hotmail.com  | Phone: 801-698-9874  |
| OWNER INFORMATION  |  |
| Name: Johnson & Kellie Webb  |  |
| Address: 800 E 2600 N  | North Ogden UT 84414   |
| Email: kelliejoan@hotmail.com  | Phone: 801-698-9874  |
| PROJECT INFORMATION  |  |
| Project Name: Johnson Webb Subdivision   |  |
| Project Address:   |  |
| Parcel #:  | Subdivision: Lot #:  |
| Acreage:   | Current Zoning: RE-20  |
| APPLICATION TYPE AND FEE *(CHECK ALL THAT APPLY):  |  |
| <input type="checkbox"/> <b>Subdivision:</b><br><input type="checkbox"/> Preliminary Approval - \$500 plus \$50 per lot<br><input type="checkbox"/> Final Approval - \$500 plus \$30 per lot<br><input type="checkbox"/> <b>Minor Subdivision - \$750</b><br><input type="checkbox"/> <b>Amendment or Vacation of Subdivision - \$300</b><br><input type="checkbox"/> <b>Boundary Line Adjustment - \$350</b><br><input type="checkbox"/> <b>Site Plan Review:</b><br><input type="checkbox"/> With Technical Review - \$1,100<br><input type="checkbox"/> No Technical Review - \$350 | <input type="checkbox"/> <b>Zoning Amendment:</b><br><input type="checkbox"/> Text - \$725<br><input checked="" type="checkbox"/> Map - \$800 <sup>\$500</sup><br><input type="checkbox"/> Annexation City - \$800 plus actual cost of postage and publication<br><input type="checkbox"/> <b>Hearing Officer</b><br><input type="checkbox"/> Variance - \$400 <input type="checkbox"/> Appeal - \$400<br><input type="checkbox"/> <b>Conditional Use Permit:</b><br><input type="checkbox"/> City Fee (with technical review) - \$1,100<br><input type="checkbox"/> City Fee (no technical review) - \$350<br><input type="checkbox"/> <b>Planned Residential Unit Development (PRUD) - \$1,375</b> |

*[Handwritten Signature]*

5/19/20

Applicant's Signature

Date

*[Handwritten Signature]*

5/19/20

Owner's Signature

Date

To be filled out by North Ogden City

Date Received May 22, 2020

Received by LB

Fees paid: \$500.00



# ZONING ORDINANCE AMENDMENT APPLICATION

North Ogden City Planning Department  
505 East 2600 North  
North Ogden, UT 84414 (801)782-7211

MAP AMENDMENT       TEXT AMENDMENT\*

STATE THE PHYSICAL DESCRIPTION OF THE AREA PROPOSED TO BE REZONED:

800 E 2600 N  
North Ogden UT  
84414  
788/778 E 2600 N (Non conforming RE-20 LOT)  
North Ogden UT 84414

STATE THE LEGAL DESCRIPTION OF AREA PROPOSED TO BE REZONED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CURRENT ZONING CLASSIFICATION(S): RE-20

PROPOSED ZONING CLASSIFICATION: R-18(A6) 3/4 R-1-8

\*PROPOSED TEXT (attach additional sheets, if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*If the Master Planned Community Zone is being applied for, then the information listed in 11-7K-3 Process and Application requirements shall also be submitted.



**PLEASE ATTACH TWO (2) PAPER COPIES AND ONE ELECTRONIC COPY OF A MAP PREPARED BY A UTAH REGISTERED LAND SURVEYOR SHOWING THE FOLLOWING:**

1. A 24" X 36" map showing the particular property or properties for which the change of zoning is requested and substantially the adjoining properties and the public streets and ways within a radius of three hundred (300) feet of the exterior boundaries thereof.
2. A tentative development plan that shall show the following:
  - a. Topographical description showing existing and proposed grades and drainage systems, and natural and manmade features with an indication as to which are to be retained and which are to be removed or altered.
  - b. Proposed street system.
  - c. Proposed block layouts.
  - d. Proposed reservation for parks, parkways, playgrounds, recreation areas, and other open space.
  - e. Off-street parking spaces.
  - f. Types of uses of structures.
  - g. Location of structures, garages, and/or parking spaces.
  - h. A tabulation of the total number of acres in the proposed project and a percentage thereof designated for the proposed structures.
  - i. Preliminary plans and elevations of the structure types. Single-family residential subdivisions are exempt from the requirement.
3. Reasons justifying the petition for rezoning.
4. A true statement revealing any conditions or restrictions of record (if any) which would affect the permitted uses of the property if rezoned as requested and the date, or dates (if any), of expiration thereof.
5. Such photographs, drawings, and other supporting documents (if any) as the applicant desires to present.
6. Please provide a list of names and addresses of surrounding property owners within 300 feet.

Under certain circumstances where the Planning Director finds that the nature of the rezoning request is such that it would be unnecessary or unfeasible for the applicant to prepare a plan in accordance with the above stated requirements, the Planning Director may waive certain items of the above requirements, but in all cases the applicant will be required to prepare and submit some type of site plan drawn to scale.

**PROPERTY OWNER'S PERMISSION FOR REZONING REQUEST:**

I (we) authorize Johnson, Kellie Webb to request a change in the Zoning classification of my (our) property from RE-20 to R-10(A6).

Johnson Webb  
Property Owner

Kellie Webb  
Property Owner

Applicant's Signature: [Signature] Date: 5/19/20

Updated April 2017

**ORDINANCE 2020-**

**AN ORDINANCE OF NORTH OGDEN CITY AMENDING THE NORTH OGDEN CITY ZONING MAP BY CHANGING PROPERTIES AT APPROXIMATELY 800 EAST 2600 NORTH FROM SUBURBAN RESIDENTIAL RE-20 RESIDENTIAL TO R-1-8**

**WHEREAS;** North Ogden City has adopted a General Plan; and

**WHEREAS;** the North Ogden City General Plan has designated the aforementioned property as Residential Low Density; and

**WHEREAS;** the North Ogden City General Plan classification of Residential Low Density allows for varying densities including the R-1-8 zone;

**NOW THEREFORE, BE IT ORDAINED** by the North Ogden City Council that the North Ogden City zoning map be amended.

**SECTION 1:** The property outlined in red on Attachment A, is hereby changed from Suburban Residential RE-20 to the Residential R-1-8 zone, which includes Lot 1 and 2 of the Webb subdivision and Lot 4 of the Mountain Valley Villas subdivision.

Though not illustrated on Attachment A, the following adjustments are also included as part of this ordinance:

The RE-20 northern zone boundary line for the future Lot 3 of the Webb subdivision is adjusted to the centerline of 2625 North. The northern boundary of the R-1-8 zone, in front of the future Lot 4 of the Mountain Valley Villas subdivision, is to be extended to the centerline of 2625 North. The southern boundary of the R-1-8 zone, in front of the future Lot 1 and 2 of the Webb subdivision, is to be extended to the centerline of 2600 North.

Staff is authorized to adjust these boundaries based upon the final plat design for the Webb subdivision and Mountain Valley Villas subdivision.

**SECTION 2:** This ordinance shall take effect upon recording of the subdivisions.

**PASSED and ADOPTED this 28<sup>th</sup> day of July 2020.**

**North Ogden City:**

\_\_\_\_\_  
**S. Neal Berube**  
**North Ogden City Mayor**

**CITY COUNCIL VOTE AS RECORDED:**

|                               | <b>Aye</b> | <b>Nay</b> |
|-------------------------------|------------|------------|
| <b>Council Member Barker:</b> | _____      | _____      |

**Council Member Cevering:**                    \_\_\_            \_\_\_  
**Council Member Ekstrom:**                   \_\_\_            \_\_\_  
**Council Member Stoker:**                   \_\_\_            \_\_\_  
**Council Member Swanson:**                \_\_\_            \_\_\_  
**(In event of a tie vote of the Council):**  
**Mayor Berube**                                \_\_\_            \_\_\_  
**ATTEST:**

\_\_\_\_\_  
**S. Annette Spendlove, MMC**  
**City Recorder**



R-1-8

Lot #3 to retain RE-20 zone

RE-20 to R-1-8

RE-20 to R-1-8

LOT 2  
9,213 sf  
0.21 acres

LOT 1  
17,200 sf  
0.39 acres



8. **ZMA 2020-03 Public hearing, consideration and recommendation regarding rezoning property located at approx. 800 E 2600 N from RE-20 to R-1-8 and R-1-8 (AG).**

Rob Scott, Planning Director, the applicant is requesting a zone change for the property located at approximately 800 East 2600 North from Residential Suburban (RE-20) to Residential R-1-8 and R-1-8(AG), in order to accommodate a 3 lot subdivision. The R-1-8(AG) we be on lot 3, which will allow for animals.

This property is being rezoned and a subdivision processed as an independent project; however, portions of this property are being coordinated with the Mountain Valley Villas subdivision as indicated earlier.

The subdivision design will account for the dedication of a portion of 2600 North. We are going to want to make sure the final zone line between lots 1 and 2 and lot 3 will be determined as part of that widening decision. We do not have an exact line at this point, but we will as part of when the final subdivision design is accomplished.

A condition of approval for the Mountain Valley Villas subdivision is that this property be rezoned prior to recording. Part of this parcel of the Webb property is being incorporated into the Mountain Valley Villas project.

Rob Scott previously reviewed all the transfers, unless anyone has questions regarding these, he will not address this again.

The lots that front onto 2600 North are proposed to be rezoned from RE-20 to R-1-8 making them conforming to those requirements. The third lot is proposed to be zoned R-1-8(AG) in order to retain the animals they currently have.

Rob Scott noted he has done further analysis relative to the general guidelines for consideration of zone changes.

**General Guidelines:**

- A definite edge should be established between the types of uses to protect the integrity of each use, except where the mixing of uses is recommended in the General Plan.  
**Staff Comment:** The low-density general plan designation calls for a variety of single family zones including the R-1-8 and R-1-8 (AG) zones. The zone boundaries reflect the nature of the proposed Webb subdivision.
- Zoning should reflect the existing use of property to the greatest extent possible, unless the area is in transition or is in conflict with the General Plan.  
**Staff Comment:** The properties in this area are transitioning from open space and agricultural lands to single family residential uses, which is consistent with what is occurring in the neighborhood.
- Where possible, properties which face each other across a local street, should be the same or a similar zone. Collector and arterial roads may be sufficient buffers to warrant different zones.  
**Staff Comment:** The proposed zones are consistent with adjacent property zoning.

- Zoning boundaries should not cut across individual lots or developments (i.e., placing the lot in two separate zones). Illogical boundaries should be redrawn to follow property or established geographical lines.

**Staff Comment:** The proposed zone change will reflect boundaries consistent with the proposed Webb and Mountain Valley Villas subdivisions.

**Residential Guidelines:**

- Avoid isolating neighborhoods.

**Staff Comment:** The proposed zone change will not isolate properties within the existing neighborhood.

- Require excellence in design.

**Staff Comment:** A companion subdivision application is being processed for this project.

- Consider development agreements to assure higher quality development.

**Staff Comment:** No development agreement is proposed as part of this project.

**Summary for the Planning Commissions considerations** is the proposal consistent with the General Plan? How does the proposal relate to the Zoning and Land Use Policy guidelines?

Staff recommends conducting the public hearing and receive public comment, consider the General Plan rezoning guidelines, and make a recommendation to the City Council. Staff recommends approval of the rezone from RE-20 to the R-1-8 and R-1-8(AG) zones. The zone line between lots 1 and 2 and lot 3 will be adjusted depending upon the amount of dedication required for the future 2600 North widening. The Planning Commission can find that this application is consistent with the General Plan.

Commissioner Barker, asked a question regarding the discussion of the widening of 2600 with the dedication required. Rob Scott answered stating we do not have that amount now, but we will have it as part of the final subdivision design. Vice Chairman Mason, noted his understanding that this decision is important to the widening of 2600 N because the proposal is to make a lot which is 9,200 square feet if he recalls and has a minimum requirement of 8,000 square feet, so if the widening of 2600 takes off 1,200 square feet or more, then lot would no longer qualify for the R-1-8 zone anymore. He believes this is what we are trying to do to make sure we have sufficient boundary in place.

Lorin Gardner, City Engineer, asked Rob if the small portion of the Webb property which is going to be lot 4 of Mountain Valley Villa, is being rezoned also to the R-1-8 verses the R-1-8(AG)? Planner Scott answered, yes, it is R-1-8. No further discussion.

**a. Public Hearing**

Vice Chairman Mason opened the public hearing at 7:26 pm.

Johnson Webb, 800 E 2600 N, used the Zoom chat feature to state that he believes everything has been addressed.

**Commissioner Nancarrow made a motion to close the public hearing. Commissioner Waite seconded the motion.**

**Voting on the motion:**

|                               |                |
|-------------------------------|----------------|
| <b>Chairman Thomas</b>        | <b>Excused</b> |
| <b>Vice Chairman Mason</b>    | <b>Aye</b>     |
| <b>Commissioner Arner</b>     | <b>Excused</b> |
| <b>Commissioner Barker</b>    | <b>Aye</b>     |
| <b>Commissioner Lunt</b>      | <b>Aye</b>     |
| <b>Commissioner Nancarrow</b> | <b>Aye</b>     |
| <b>Commissioner Waite</b>     | <b>Aye</b>     |

**The motion carried. The public hearing closed at 7:27 pm.**

**b. Consideration and Recommendation**

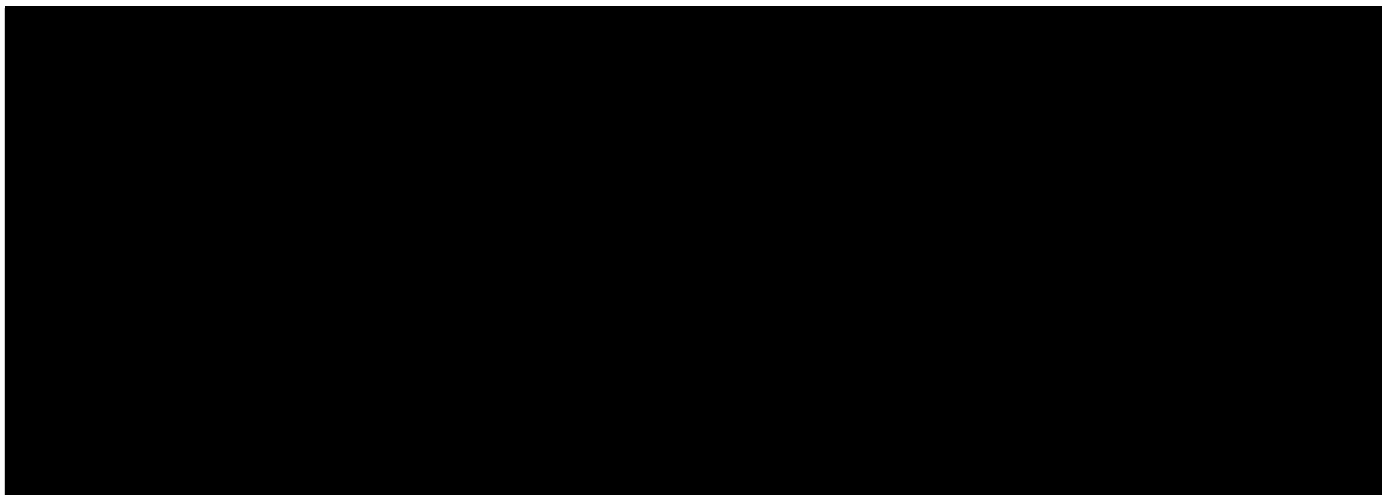
Vice Chairman Mason personally feels this item has been presented before the Planning Commission on several occasions, it seems to be consistent with the surrounding area, and seems to be generally a good thing. No further discussion

**Commissioner Nancarrow made a motion to recommend to the City Council to approve the rezone of the property at approx. 800 E 2600 N from RE-20 to R-1-8 and R-1-8 (AG) zones, and the zone line between lots 1 and 2 and lot 3 will be adjusted depending upon the amount of dedication required for the future 2600 North widening. Commissioner Lunt seconded the motion.**

**Voting on the motion:**

|                               |                |
|-------------------------------|----------------|
| <b>Chairman Thomas</b>        | <b>Excused</b> |
| <b>Vice Chairman Mason</b>    | <b>Aye</b>     |
| <b>Commissioner Arner</b>     | <b>Excused</b> |
| <b>Commissioner Barker</b>    | <b>Aye</b>     |
| <b>Commissioner Lunt</b>      | <b>Aye</b>     |
| <b>Commissioner Nancarrow</b> | <b>Aye</b>     |
| <b>Commissioner Waite</b>     | <b>Aye</b>     |

**The motion carried.**



**From:** [Johnson Webb](#)  
**To:** [Rob Scott](#)  
**Cc:** [Wifey](#)  
**Subject:** Request to Maintain RE-20 Zone for Lot 3  
**Date:** Wednesday, July 15, 2020 1:41:22 PM

---

Hello Rob,

Per our conversation I'd like to modify our zoning change request so that lot 3 of the subdivision maintains its RE-20 designation.

Sincerely,  
Johnson Webb

Sent from my iPhone





North Ogden Zoning Ordinance Title 11-7 Suburban Residential Zone RE-20

North Ogden Zoning Ordinance Title 11-7B Residential (R-1-8 and R-1-8(AG))

### **TYPE OF DECISION**

When the City is considering a legislative matter, the Planning Commission is acting as a recommending body to the City Council. The City has wide discretion in taking legislative action. Examples of legislative actions are general plan, zoning map, and land use text amendments. Legislative actions require that the Planning Commission give a recommendation to the City Council. Typically, the criteria for making a decision related to a legislative matter, require compatibility with the general plan and existing codes.

### **BACKGROUND**

The Planning Commission conducted a public hearing on July 1, 2020. No one spoke at the hearing. (See Exhibit D)

The applicant is requesting a zone change for the property located at approximately 800 East 2850 North from Residential R-1-8 and R-1-8(AG) to Residential Suburban (RE-20). The property has frontage on 2850 North. It also borders the future Monroe Boulevard extension on the west. The current zoning splits the parcel with the frontage being zoned R-1-8 and the rear zoned R-1-8(AG). (See Exhibits A and B) Exhibit C, Attachment A has a notation that identifies that the south and west boundaries of the rezoned go to the centerline of 2850 North and the future Monroe Boulevard.

The property owner purchased this agricultural property to build a new home and a large accessory building for a shop. The property is being rezoned to comply with the revised accessory building amendment and the RE-20 accessory building standards.

Since this parcel is not being subdivided once the zoning is in place a building permit for the home can be processed. The accessory building permit will be processed once the zone change is approved.

### **CONFORMANCE WITH GENERAL PLAN**

The proposed subdivision meets the requirements of applicable North Ogden City ordinances and conforms to the North Ogden City General Plan. The General Plan map calls for this property to be developed as low density residential and is within the Old Town Neighborhood.

### **Zoning and Land-Use Policy**

The following policy consists of general statements to be used as guidelines. Such guidelines may on occasion conflict when several are compared. In such cases, the Planning Commission should prioritize the guidelines as they pertain to the specific parameters of the issue which is pending. All zoning requests should first be evaluated for their compliance with the General Plan.

#### ***General Guidelines:***

- A definite edge should be established between the types of uses to protect the integrity of each use, except where the mixing of uses is recommended in the General Plan.  
**Staff Comment:** The low density general plan designation calls for a variety of single family zones including the RE-20 zone.
- Zoning should reflect the existing use of property to the greatest extent possible unless the area is in transition or conflicts with the General Plan.

**Staff Comment:** This large parcel at over 3 acres is compliant with the RE-20 zone and is more restrictive than the existing R-1-8 and R-1-8(AG) zones.

- Where possible, properties which face each other across a local street, should be the same or a similar zone. Collector and arterial roads may be sufficient buffers to warrant different zones.

**Staff Comment:** This parcel fronts onto 2850 North a collector street and also the future Monroe Boulevard to the west. The single family homes to the east are in the Scottish Highlands subdivision which has the R-1-8 (AG) designation.

- Zoning boundaries should not cut across individual lots or developments (i.e., placing the lot in two separate zones). Illogical boundaries should be redrawn to follow property or established geographical lines.

**Staff Comment:** The proposed zone change will remove the split zoning for this property and be in one zone designation.

**Residential Guidelines:**

- Avoid isolating neighborhoods.

**Staff Comment:** The proposed zone change does not isolate properties within the existing neighborhood.

- Require excellence in design.

**Staff Comment:** A building permit will be processed for the future home and accessory building meeting city standards.

- Consider development agreements to assure higher quality development.

**Staff Comment:** No development agreement is proposed.

**SUMMARY OF LAND USE AUTHORITY CONSIDERATIONS**

- Is the proposal consistent with the General Plan?
- How does the proposal relate to the Zoning and Land Use Policy guidelines?

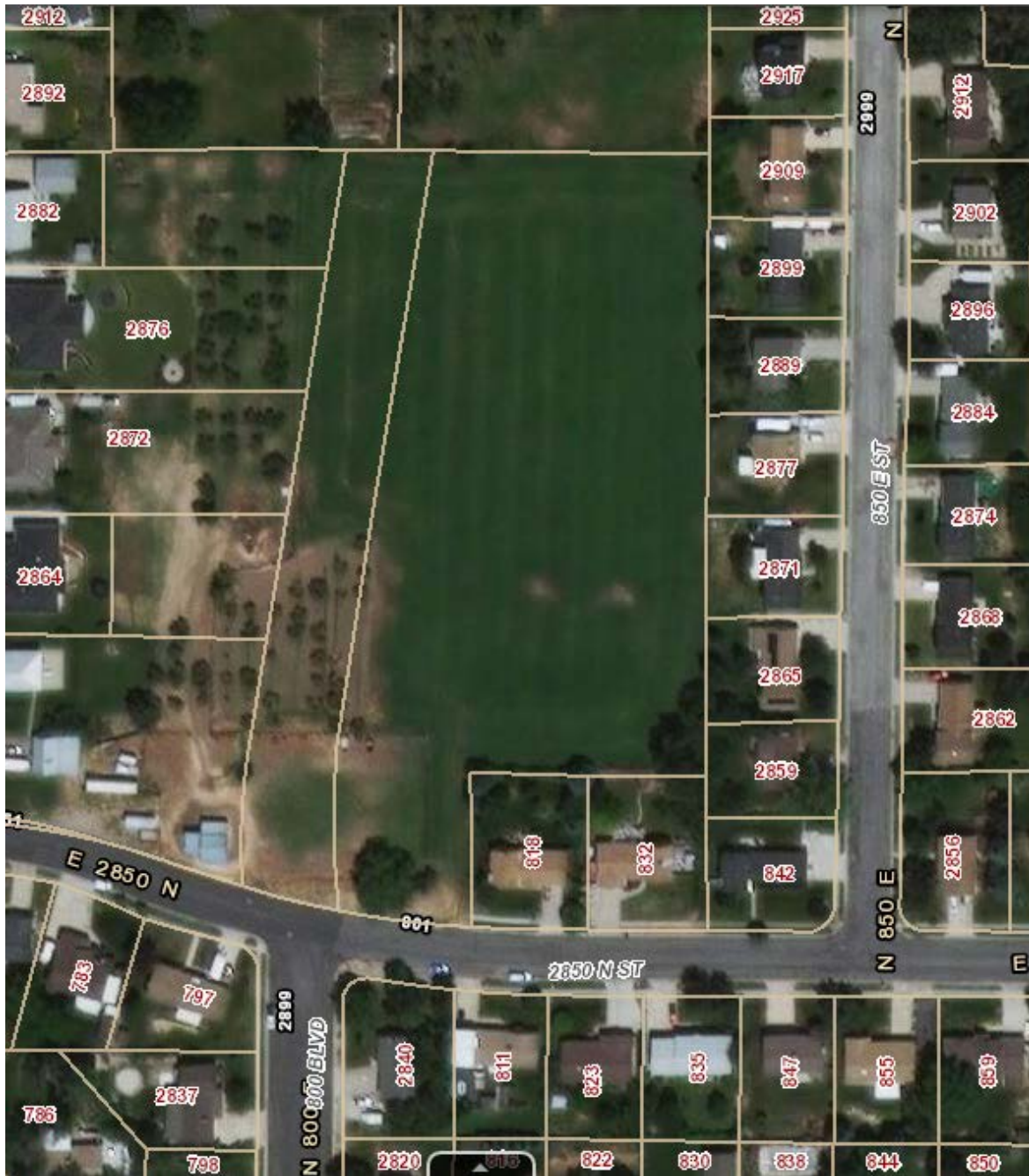
**PLANNING COMMISSION RECOMMENDATION**

The Planning Commission on a 5 – 0 vote recommends approval of the rezone from R-1-8 and R-1-8(AG) to the RE-20 zone. The Planning Commission found that this application is consistent with the General Plan.

**EXHIBITS**

- A. Application
- B. Ordinance
- C. Attachment A
- D. Planning Commission Minutes July 1, 2020

MAP







# LAND USE DEVELOPMENT APPLICATION

North Ogden City Planning Department  
 505 East 2600 North  
 North Ogden, UT 84414 (801)782-7211

SPR 2020-04 Carney

\*May be submitted by email to: lbexell@nogden.org (If you don't receive a response with confirmation of receipt - please call 801-737-2215)

| APPLICANT INFORMATION  |  |
|--|--|
| Name: <u>Rod and Tera Carney</u>   | Company:   |
| Address: <u>3255 N. 800 E. N Ogden</u>   |  |
| Email: <u>tera@allstate.com</u>  | Phone: <u>801-458-2229</u>   |
| OWNER INFORMATION  |  |
| Name: <u>Same</u>  |  |
| Address:   |  |
| Email:   | Phone:   |
| PROJECT INFORMATION  |  |
| Project Name: <u>new home</u>  |  |
| Project Address: <u>2850 N. 800 E</u>  |  |
| Parcel #: <u>170110024</u>   | Subdivision: Lot #:  |
| Acreage: <u>3.59</u>   | Current Zoning: <u>R-1-8 AG</u>  |
| APPLICATION TYPE AND FEE *(CHECK ALL THAT APPLY):  |  |
| <input type="checkbox"/> <b>Subdivision:</b><br><input type="checkbox"/> Preliminary Approval - \$500 plus \$50 per lot<br><input type="checkbox"/> Final Approval - \$500 plus \$30 per lot<br><input type="checkbox"/> Special Exception Application - \$200 | <input type="checkbox"/> <b>Zoning Amendment:</b><br><input type="checkbox"/> Text - \$725 <input checked="" type="checkbox"/> Map - \$800<br><input type="checkbox"/> Annexation City - \$800 plus actual cost of postage and publication   |
| <input type="checkbox"/> <b>Minor Subdivision - \$750</b><br><input type="checkbox"/> <b>Minor Subdivision without Technical Review - \$500</b><br><input type="checkbox"/> <b>Amendment or Vacation of Subdivision - \$300</b>                                | <input type="checkbox"/> <b>Hearing Officer</b><br><input type="checkbox"/> Variance - \$400 <input type="checkbox"/> Appeal - \$400   |
| <input type="checkbox"/> <b>Boundary Line Adjustment - \$200</b><br><input type="checkbox"/> <b>Site Plan Review:</b><br><input type="checkbox"/> With Technical Review - \$1,100<br><input type="checkbox"/> No Technical Review - \$350                      | <input type="checkbox"/> <b>Conditional Use Permit:</b><br><input type="checkbox"/> City Fee (with technical review) - \$1,100<br><input type="checkbox"/> City Fee (no technical review) - \$350<br><input type="checkbox"/> <b>Planned Residential Unit Development (PRUD) - \$1,375</b> |

Applicant's Signature: [Signature] Date: 5-20-20  
 Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

To be filled out by North Ogden City  
 Date Received May 23, 2020 Received by [Signature]  Fees paid: \$00.<sup>00</sup>



# ZONING ORDINANCE AMENDMENT APPLICATION

North Ogden City Planning Department  
505 East 2600 North  
North Ogden, UT 84414 (801)782-7211

MAP AMENDMENT       TEXT AMENDMENT\*

STATE THE PHYSICAL DESCRIPTION OF THE AREA PROPOSED TO BE REZONED:

3.59 acres, 2850N. 800E, parcel # 170110024

STATE THE LEGAL DESCRIPTION OF AREA PROPOSED TO BE REZONED:

parcel # 170110024

CURRENT ZONING CLASSIFICATION(S): R-1-8 AG

PROPOSED ZONING CLASSIFICATION: RE-20

\*PROPOSED TEXT (attach additional sheets, if needed):

\*If the Master Planned Community Zone is being applied for, then the information listed in 11-7K-3 Process and Application requirements shall also be submitted.



**PLEASE ATTACH TWO (2) PAPER COPIES AND ONE ELECTRONIC COPY OF A MAP PREPARED BY A UTAH REGISTERED LAND SURVEYOR SHOWING THE FOLLOWING:**

1. A 24" X 36" map showing the particular property or properties for which the change of zoning is requested and substantially the adjoining properties and the public streets and ways within a radius of three hundred (300) feet of the exterior boundaries thereof.
2. A tentative development plan that shall show the following:
  - a. Topographical description showing existing and proposed grades and drainage systems, and natural and manmade features with an indication as to which are to be retained and which are to be removed or altered.
  - b. Proposed street system.
  - c. Proposed block layouts.
  - d. Proposed reservation for parks, parkways, playgrounds, recreation areas, and other open space.
  - e. Off-street parking spaces.
  - f. Types of uses of structures.
  - g. Location of structures, garages, and/or parking spaces.
  - h. A tabulation of the total number of acres in the proposed project and a percentage thereof designated for the proposed structures.
  - i. Preliminary plans and elevations of the structure types. Single-family residential subdivisions are exempt from the requirement.
3. Reasons justifying the petition for rezoning.
4. A true statement revealing any conditions or restrictions of record (if any) which would affect the permitted uses of the property if rezoned as requested and the date, or dates (if any), of expiration thereof.
5. Such photographs, drawings, and other supporting documents (if any) as the applicant desires to present.
6. Please provide a list of names and addresses of surrounding property owners within 300 feet.

Under certain circumstances where the Planning Director finds that the nature of the rezoning request is such that it would be unnecessary or unfeasible for the applicant to prepare a plan in accordance with the above stated requirements, the Planning Director may waive certain items of the above requirements, but in all cases the applicant will be required to prepare and submit some type of site plan drawn to scale.

**PROPERTY OWNER'S PERMISSION FOR REZONING REQUEST:**

I (we) authorize \_\_\_\_\_ to request a change in the Zoning classification of my (our) property from R-1-8 AG to RE-20.

Rod Carney  
Property Owner

Tera Carney  
Property Owner

Applicant's Signature: [Signature]

Date: 5-20-20

NORTH OGDEN CITY  
505 E 2600 N  
NORTH OGDEN UT 84414 801-782-7211

Receipt No: 5.093121 May 22, 2020

Tera Carney

Previous Balance: .00  
CHARGES FOR SERVICES  
ZONING & SUB FEES 800.00  
10-34-130  
ZONING & SUBDIVISION FEES

Total: 800.00  
-----  
=====

CHECK  
Check No: 1245 800.00  
Total Applied: 800.00

Change Tendered: .00  
-----  
=====

05/22/2020 1:42 PM

**ORDINANCE 2020-\_\_**

**AN ORDINANCE OF NORTH OGDEN CITY AMENDING THE NORTH OGDEN CITY ZONING MAP BY CHANGING PROPERTY AT APPROXIMATELY 2850 N 800 E FROM R-1-8 AND R-1-8(AG) TO SUBURBAN RESIDENTIAL RE-20**

**WHEREAS;** North Ogden City has adopted a General Plan; and

**WHEREAS;** the North Ogden City General Plan has designated the aforementioned property as Residential Low Density/Low Density Residential; and

**WHEREAS;** the Single Family Residential RE-20 zone is consistent with that designation, and would allow Low Density Residential according to the standard identified for such in the General Plan;

**NOW THEREFORE, BE IT ORDAINED** by the North Ogden City Council that the North Ogden City zoning map be amended.

**SECTION 1:** The property which is outlined in red on Attachment A is hereby changed from Single Family Residential R-1-8 and R-1-8 (AG) to Suburban Residential RE-20. Contains approximately 3.59 acres.

As part of this zoning amendment, the RE-20 zone boundary line is adjusted to extend to the centerline of 2850 North, at the south end of this property. The RE-20 zone boundary line is also adjusted to extend to the centerline of the parcel that is reserved for the future Monroe Boulevard, in order to be at the centerline of the future street, to the west of the property shown on Attachment A.

**SECTION 2:** This ordinance shall take effect at the time of adoption.

**PASSED and ADOPTED this 28<sup>th</sup> day of July 2020.**

**North Ogden City:**

\_\_\_\_\_  
**S. Neal Berube**  
**North Ogden City Mayor**

**CITY COUNCIL VOTE AS RECORDED:**

|                                 | <b>Aye</b> | <b>Nay</b> |
|---------------------------------|------------|------------|
| <b>Council Member Barker:</b>   | _____      | _____      |
| <b>Council Member Cevering:</b> | _____      | _____      |
| <b>Council Member Ekstrom:</b>  | _____      | _____      |
| <b>Council Member Stoker:</b>   | _____      | _____      |
| <b>Council Member Swanson:</b>  | _____      | _____      |

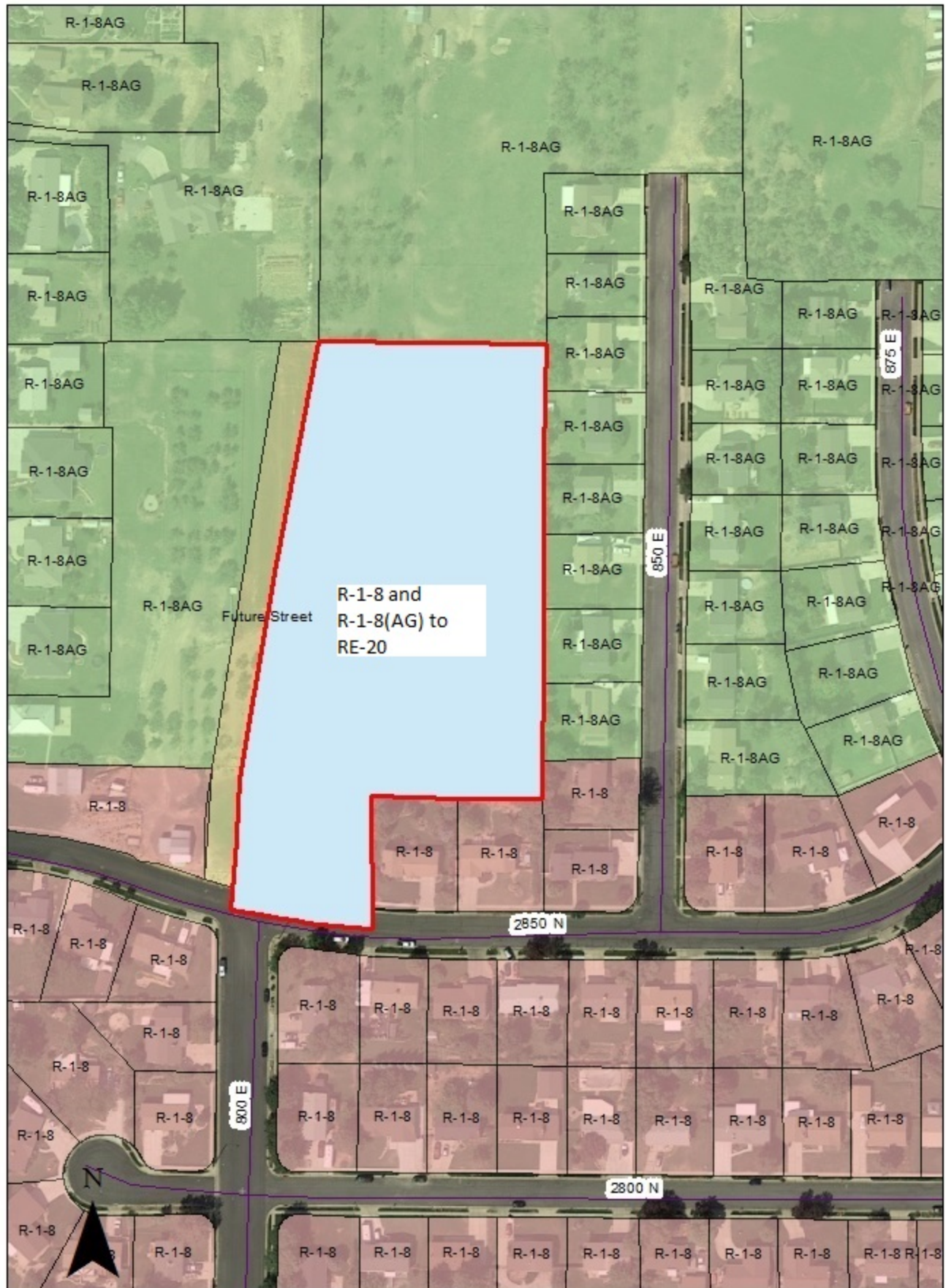
**(In event of a tie vote of the Council):**

**Mayor Berube** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**S. Annette Spendlove, MMC**  
**City Recorder**

# Attachment A





**LEGISLATIVE ITEMS:**

**7. ZMA 2020-04 Public hearing, consideration and recommendation regarding rezoning property located at approx. 800 E 2850 N from R-1-8 and R-1-8(AG) to RE-20.**

Rob Scott, Planning Director, stated this property is located at 800 E 2850 N, and has frontage on 2850 N and acquired Monroe Blvd right of way, which is on the west. The frontage of the property on 2850 N is zoned R-1-8 and the back portion of the property is R-1-8(AG), this property currently has a split zoning as of today. The property is almost 3.6 acres. The request from the applicant is to rezone to RE-20.

The applicant is requesting a zone change for the property located at approximately 800 East 2850 North from Residential R-1-8 and R-1-8(AG) to Residential Suburban (RE-20). The purpose for this rezone is the property owner purchased this agricultural property to build a new home and a large accessory building for a shop. The property is being rezoned to comply with the revised accessory building amendment and the RE-20 accessory building standards.

Since this parcel is not being subdivided once the zoning is in place a building permit for the home can be processed immediately. The accessory building permit will be processed until the zone change is approved.

In terms of Conformance with the General Plan, there is a certain number of standards, general statements to be used as guidelines. Such guidelines may on occasion conflict, when several are compared. In such cases, the Planning Commission should prioritize which guidelines are the most appropriate and important for the consideration. City Planning Director referred to the staff report identifying a number of these guidelines for the Planning Commission to review.

**General Guidelines:**

- A definite edge should be established between the types of uses to protect the integrity of each use, except where the mixing of uses is recommended in the General Plan.  
Staff Comment: The low-density general plan designation calls for a variety of single-family zones including the RE-20 zone.
- Zoning should reflect the existing use of property to the greatest extent possible, unless the area is in transition or is in conflict with the General Plan.  
Staff Comment: This large parcel at over 3 acres is compliant with the RE-20 zone and is more restrictive than the existing R-1-8 and R-1-8(AG) zones.
- Where possible, properties which face each other across a local street, should be the same or a similar zone. Collector and arterial roads may be sufficient buffers to warrant different zones.  
Staff Comment: This parcel fronts onto 2850 North a collector street and also the future Monroe Boulevard to the west. The single-family homes to the east in the Scottish Highlands subdivision has the R-1-8 (AG) designation.
- Zoning boundaries should not cut across individual lots or developments (i.e., placing the lot in two separate zones). Illogical boundaries should be redrawn to follow property or established geographical lines.  
Staff Comment: The proposed zone change will remove the split zoning for this property with one zone designation.



**Residential Guidelines:**

- Avoid isolating neighborhoods.  
Staff Comment: The proposed zone change will not isolate the existing neighborhood.
- Require excellence in design.  
Staff Comment: A building permit will be processed for the future home and accessory building meeting city standards.
- Consider development agreements to assure higher quality development.  
Staff Comment: No development agreement is proposed.

In terms of the Summary of the Planning Commission considerations. Is the proposal consistent with the General Plan? How does the proposal relate to the Zoning and Land Use Policy guidelines?

The Staff recommendation is to conduct the public hearing and receive public comment, consider the General Plan rezoning guidelines, and make a recommendation to the City Council. Staff recommends approval of the rezone from R-1-8 and R-1-8(AG) to the RE-20 zone. The Planning Commission can find that this application is consistent with the General Plan.

As a part of this particular ordinance, the Attachment A will identify the specific outline when this goes to council.

Vice Chairman Mason, inquired where would the access to the home be located on Monroe Blvd or 2850 N. Planner Scott answered, "There will be a long driveway coming from 2850 N." This raises additional concerns for Mason, readdressing the flag lot concern and it appears we are making a large flag lot. Rob responded, neither the previous application nor the current application meets the definition of a flag lot. They have the appropriate amount of frontage for the property. Commissioner Waite noted, the frontage on 2850 N is a little bit larger than the two existing lots to the east of it. In a sense it would be a flag lot because there are houses behind other houses, but if you look one block east most houses have backyard neighbors. He believes this is how this works.

Mr. Scott mentioned that he met with the applicant on several occasions to discuss this property and there is no anticipation at this time to create a subdivision; however, Rob has counseled the applicant to be careful about where they place these buildings so that it does not limit them if in the future there was a desire to create a subdivision.

Commissioner Waite, referred to the property to the north, was already a 3-acre parcel. This property matches a lot of the surrounding properties and the uses in this area. There are two large lots and several of the lots to the west, without knowing the zone, most of these properties are ½ acre lots, even if they are not zoned as RE-20 lots. This property does fit fairly well with what is going on in the neighborhood, at least what is going in the north and the west. Vice Chairman Mason, stated, the general terms, the public comments we generally hear are the public wanting to see the balance between the developers wanting smaller lots and the public at large wanting more open space. We have a situation in front of us where we are trying to take a zone, which is smaller for smaller lots and making the RE-20 out of it. I believe this is one of the few times, it goes this way. Commissioner Waite pointed out we have two legislative items. One is they are exact opposites of each other. One is to take a R-1-8 to R-1-8(AG) to RE-20 and the other is to take a RE-20 to R-1-8 and R-1-8 (AG). I have never seen anything like this, I think this is interesting. Commissioner Barker mentioned both properties are in the same area. Waite said, I believe they are within ¼ mile from each other.

Vice Chairman opened for comments from the applicant. The applicant was not present. No further discussion.

**a. Public Hearing**

Vice Chairman Mason opened the public hearing at 7:15 pm. There were no comments from the public.

**Commissioner Waite made a motion to close the public hearing. Commissioner Barker seconded the motion.**

**Voting on the motion:**

|                               |                |
|-------------------------------|----------------|
| <b>Chairman Thomas</b>        | <b>Excused</b> |
| <b>Vice Chairman Mason</b>    | <b>Aye</b>     |
| <b>Commissioner Arner</b>     | <b>Excused</b> |
| <b>Commissioner Barker</b>    | <b>Aye</b>     |
| <b>Commissioner Lunt</b>      | <b>Aye</b>     |
| <b>Commissioner Nancarrow</b> | <b>Aye</b>     |
| <b>Commissioner Waite</b>     | <b>Aye</b>     |

**The motion carried. The public hearing was closed at 7:16 pm.**

**b. Consideration and Recommendation**

Commissioner Barker stated, he was glad to hear the fact that Rob Scott talked to the applicant to be careful where they place the buildings if there is any future development on the property it does not cause conflict for the applicant. Vice Chairman stated, he believes this is one of the few times when the public at large will be pleasantly surprised that the lots are being rezoned to a larger zone requirement and restrictive requirement. It is generally what adjacent homeowners want to see. He addressed no concerns with the rezone.

**Commissioner Waite made a motion to forward a positive recommendation to approve the rezoning of property located at 800 E 2850 N from R-1-8 and R-1-8(AG) to RE-20. Commissioner Barker seconded the motion.**

**Voting on the motion:**

|                               |                |
|-------------------------------|----------------|
| <b>Chairman Thomas</b>        | <b>Excused</b> |
| <b>Vice Chairman Mason</b>    | <b>Aye</b>     |
| <b>Commissioner Arner</b>     | <b>Excused</b> |
| <b>Commissioner Barker</b>    | <b>Aye</b>     |
| <b>Commissioner Lunt</b>      | <b>Aye</b>     |
| <b>Commissioner Nancarrow</b> | <b>Aye</b>     |
| <b>Commissioner Waite</b>     | <b>Aye</b>     |

**The motion carried.**

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## NORTH OGDEN CITY STAFF REPORT

---

TO: RDA Board

FROM: Jonathan Call, North Ogden City Administrator

DATE: 2/20/2019

RE: RDA Retaining Wall along Pleasant View Drive Trail at approximately 300 E.

Several weeks ago the City Council was approached about doing some improvements along the Pleasant View Drive trail at approximately 300 E. to shore up the hillside and help facilitate the future development of the property just south of the trail where another office building has been slated for construction.

The RDA currently has an expected fund balance of \$1,349,806 at the end of June 2019. The project will be expensive enough we are required to obtain bids and based on some preliminary information expect the cost to be between \$40,000 and \$60,000.

The packet includes sheets which identify the construction methods and some of the ideas related to how the landscaping at the top of the wall could be completed. The applicant is requesting that the RDA fund the project and that the RDA board approve the design of the landscaping and wall.

The RDA can either do this as an RDA project, or have the applicant complete the project and reimburse up to a specific amount of money for the project. The difference would be that if there is an overrun of costs it would change who was responsible for those costs.

This request is similar to other RDA improvements completed in the past, including the bicentennial park improvements, Lee's Plaza improvements and other items. The Board may make any decision they feel is appropriate, including funding the project or not funding the project. The Parks Department sees some benefit to cleaning up this area of the Pleasant View Drive trail to assist with maintenance obligations.

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## WALL CONCEPT CONSIDERATIONS

A wall is being built to prevent drainage water from the City Park property (Pleasant View Drive and 300 East, North Ogden) from flowing onto the DMLCampus property and instead channeled into an existing Storm Water drainage pipe.

The wall is to be built of decorative barrier blocks or similar (See Figure ) with a decorative front, facing south, which will eventually mostly be parking lot.

The blocks must be stackable and support the weight of the drainage gravel and back fill to raise the ground level and slope.

The North Side will have back fill near the wall top and a decorative top block on the south side will help hold a weed barrier fabric and separate decorative gravel from the drainage gravel. A cement mow strip barrier will keep the decorative gravel and grass separate. A Chain link Fence 4 or 5 ft tall will be across the top following city code.

The North Side grass level will be raised to the top of the wall. Sod can be reused from the existing hill. Where sod is missing, it is to be replaced and top soil placed under all sod. A sprinkling system is part of the bid and bid winner will create sprinkler plan. Sprinkler plan must include Rainbird brand parts and be approved by the Parks Dept. Manager or designee prior to starting installation.

An electrical conduit will be placed in the drainage gravel to allow AC power to the West North corner of DMLCampus .

**NOTE:** DMLCampus will be responsible for placing the conduit as it is not part of this bid. Communication with DMLCampus Owner is required to provide a window of opportunity to place the conduit into and out of the wall area before the drainage gravel is all placed. Conduit will enter into the drainage gravel on East side from under the wall and similarly exit the west side.

The perforated drainage pipe with sock covering is required to slope towards the East side to carry excess water away from the wall and backfill, and be capped on both ends. The pipe will have a "Y" or similar to allow flow to be connected to the existing storm water system under the Storm Water man-hole cover (approx 10 yrds from East side).

Standard practices of soil compaction is required for base and fill to minimize settling. The wall back fill is to be used from DMLCampus (both hill and removal during project) and specified by owner.



**Figure Set 1: Examples of decorative barrier blocks for wall construction.**



## WALL OVERVIEW CONSIDERATIONS

The wall front will be on the edge of the DML property line and span the Northern interface between City and DML property as shown by the **yellow line**. Survey marker is available for property line that follows the existing square-wire fence.

The western side of the wall will interface with the natural west slope and must be long enough to prevent an abrupt elevation change not supported by the wall. The eastern side will continue far enough to transition between the raised slope and natural slope; several yards past the cinderblock wall North of Lee's Marketplace.

The **Red Circle** marks the approximate location of the existing Storm Water drainage location (e.g., man hole cover). Height of this cover adjusted down to match front wall elevation.

### ISSUES:

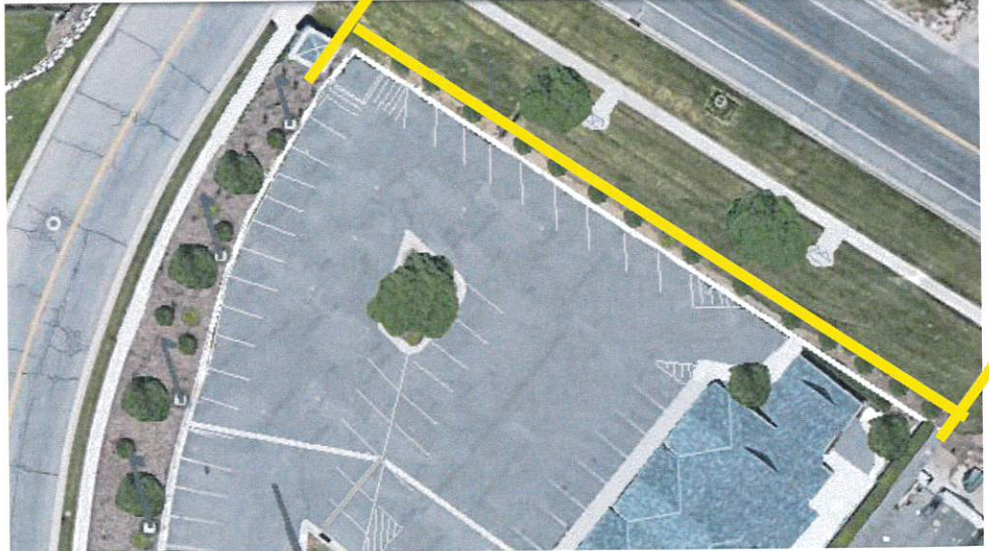
The power pole located in the city property will need planning how to encapsulate that area and associated utility box and conduits for phone and comcast services into DML and Lee's Marketplace.

Buried under the sidewalk on city park property is a large cement conduit holding the "stump river" coming from the East flowing West and cannot be disturbed.

Current



Future Vision

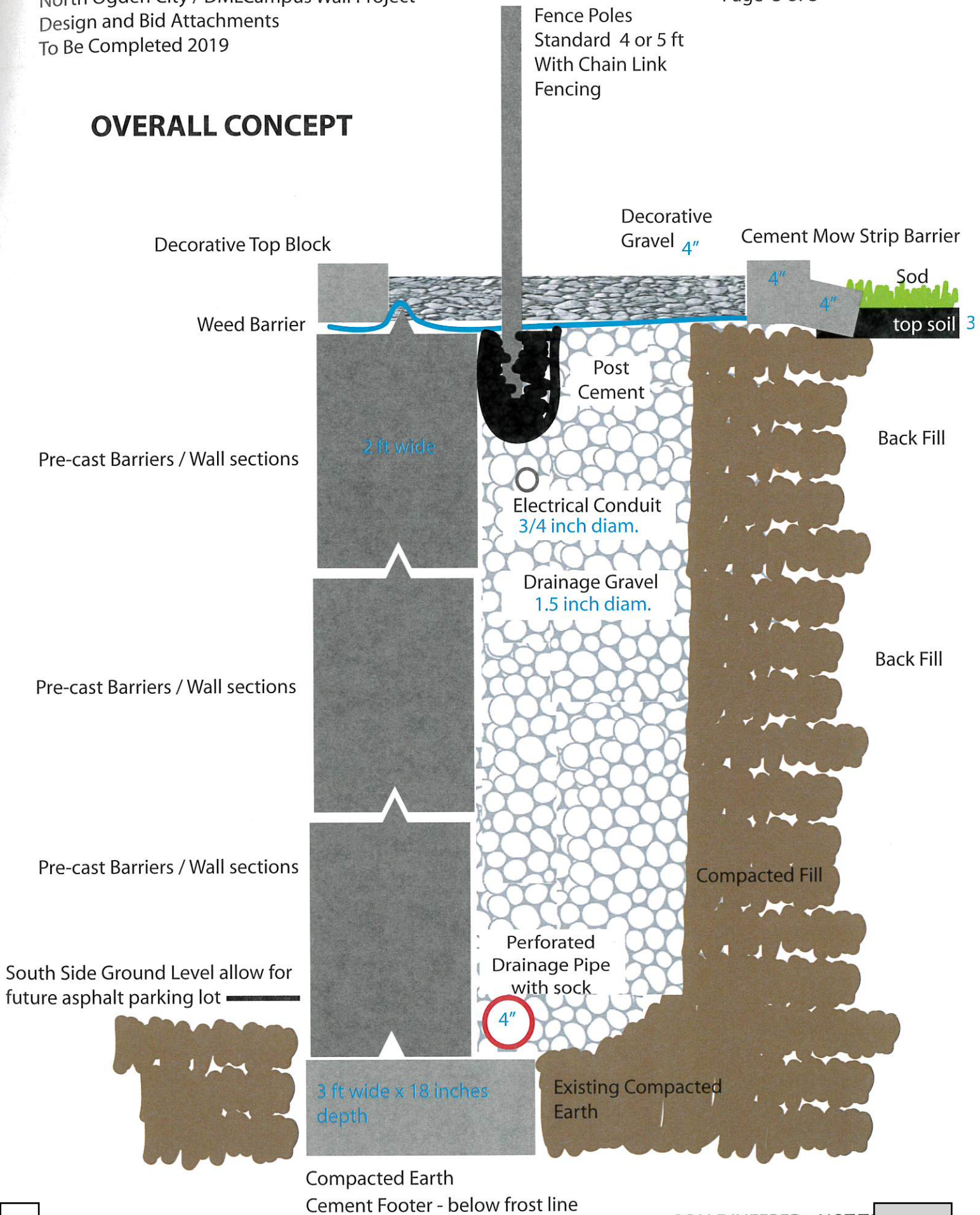


Estimate Wall Length (yellow): 85 YDS

Estimate Wall to Storm Water drain (red): 1 YDS



# OVERALL CONCEPT



## BID CONSIDERATIONS

Decorative Barrier Blocks qty (2 ft wide):

Back fill Drainage Gravel qty:

Top Soil qty:

Sod qty:

Decorative Top Blocks qty:

Weed Barrier length (60 inch wide):

Cement Mow Strip Length:

Decorative Gravel qty:

Moving Backfill amount:

Fence pole qty:

Fence Chainlink & miscl:

Trench 3 ft x 18 inch for footer cement length:

Cement Footer (3 ft x 18 inch) qty:

forms for footer not needed - mono pour acceptable)

Drainage pipe (perf 4" sock covered) length:

Drainage pipe caps 4" qty = 2

Drainage pipe "Y" 4" qty = 1

Draining pipe to stormwater:

Stormwater hole / leveling:

Connection into Stormwater box:

Sprinkler plan and parts for Grass Area  
 between Wall and Sidewalk:

Start Date:

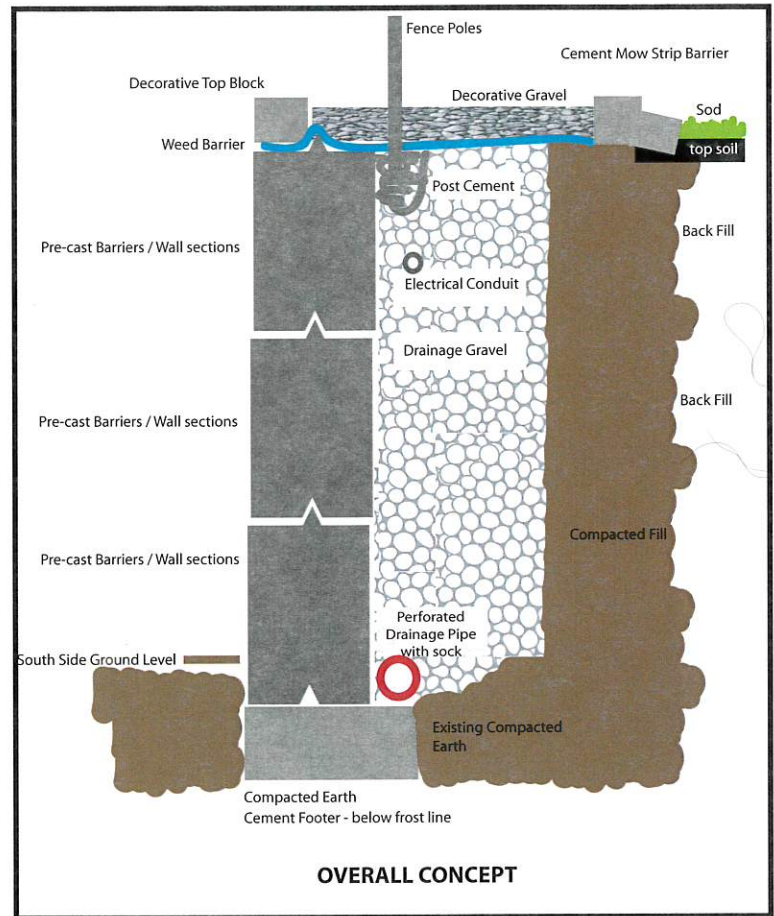
Finish Date:

Total Materials Cost:

Total Equipment Cost:

Total Labor Cost:

Total Bid: \$



Reminders:

Parks Dept. approval for Sprinkle Plan required:  
 Schedule allowance 2-3 day window for conduit  
 Back fill from DML per owner



July 12, 2020

Dear North Ogden City Council,

Let us introduce ourselves! We are Vocal Motion directed by Melissa Chertudi, Kaitlan Toole, Brittany Bennett and Brita Miles. We are a new Children's Choir starting this fall in the North Ogden area. We have been directors at North Ogden Elementary, Lomond View Elementary, North Ogden City's Joseph, Once on this Island and Caught in the act, and the Ogden Temple Cultural Celebration. Our show choir includes boys and girls ages 8-18 from the Weber County area, with the majority of our students from North Ogden and Pleasant View. We have big things planned for this show choir and are excited to offer this opportunity to the talented kids in our area. There is nothing like this in North Ogden! We feel that there such a need for an arts program in our area. Our program will include all aspects of the performing arts (ie singing, dancing, and acting.) We will also be producing music videos and professional recordings.

We are writing this letter with the hopes of forming a partnership, where North Ogden City can be a sponsor for our choir. We see benefits for both of us as we form this partnership.

Being a choir sponsored by North Ogden City will provide us the ability to keep the program in North Ogden, which will help benefit the children of this area greatly. We hope to use and perform in the wonderful Amphitheatre that was built with the intent to support the arts in our community. We will include North Ogden City as a proud sponsor on all of our programs and signs for concerts and performances. Vocal Motion would also be willing to assist with North Ogden City's successful summer theatre program. We will also provide the amphitheater with a piano that can be stored there and used by any occupant.

We would love to have the Amphitheatre be home to our Children's Choir. We would like to form a contract which allows us to rent the Amphitheatre for our weekly rehearsals, September through May. We will follow the recommend guidelines put forth by the Health Department. We plan on having three choir class times a week, with only 50 students max in each class. We have purchased face shields for each student to wear during rehearsals as a safety precaution.

We are not asking for any cash donations as part of the sponsorship. We have our own registration website, insurance and staff. We are mainly asking for support with using city facilities and being named a North Ogden City Sponsored Program.

We would like the opportunity to discuss this further, perhaps at a city council meeting. We appreciate your consideration and look forward to hearing from you.

**We would love to make North Ogden City the home of Vocal Motion Show Choir!**

Learn more about us at [www.vocalmotionshowchoir.com](http://www.vocalmotionshowchoir.com)

<https://youtu.be/o2TMgAJytn0>

Brittany Bennett, Melissa Chertudi, Kaitlan Toole and Brita Miles

Vocal Motion Show Choir Directors

801-891-6431

--

**Melissa Chertudi**

"Education is the most powerful weapon  
we can use to change the world"

---

**NORTH OGDEN CITY  
STAFF REPORT**

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TO: City Council  
FROM: Jonathan Call, City Manager/Attorney  
DATE: 7/22/2020  
RE: Canal Maintenance Agreement with North Ogden Canal Company

North Ogden has historically utilized the North Ogden Canal to help move storm water out of the City. In years passed the canal company has also periodically utilized North Ogden storm detention basins for overflow capacity when their canal reached its capacity.

This Agreement is proposed to formalize the permission for both entities to utilize each other's systems each year for the next 3 years. Staff recommends this agreement be approved. We have a good relationship with the Canal company and they have responded to concerns with previous versions of this agreement in a way which helps to make it clear that they want us to be partners in the maintenance of the canal.

AGREEMENT # ~~1~~ # \_\_\_\_\_

AGREEMENT FOR USE OF COMPANY CANAL  
AND COST SHARING

THIS AGREEMENT FOR USE OF COMPANY CANAL AND COST SHARING (this "Agreement"), is entered into this ~~21<sup>st</sup>~~ 7<sup>th</sup> day of ~~January~~ April, 2020 (the "Effective Date"), by and between NORTH OGDEN CITY, a municipal corporation of the State of Utah (the "City") and NORTH OGDEN IRRIGATION COMPANY, a non-profit Utah corporation doing business as a mutual irrigation company (the "Company").

RECITALS

- A. The Company is the exclusive owner of a canal referred to as the North Ogden Canal (the "Canal"). The Canal is used by the Company to deliver irrigation water from the Ogden River to the Company's shareholders. The Canal runs from the mouth of Ogden Canyon to Monroe Boulevard, and then courses in a northerly direction through Ogden City to the City. The Canal terminates at approximately 4000 ~~N., near~~ North and Highway 89 ~~and,~~ near Interstate 15. The Canal is depicted on the map attached hereto as Exhibit A.
- B. The Canal has historically been used by the City and other municipalities to intercept and dispose of storm water runoff. The points of the City's discharge of storm water into the Canal are identified on Exhibit A.
- C. With proper maintenance and management, the Canal has historically been capable of being used to carry storm water without curtailing the Company's delivery of water to its shareholders, exceeding the Canal's free board, or requiring enlargement of the Canal.
- D. The Company and the City desire to enter into this Agreement to memorialize the terms and conditions upon which the parties will share in the use and operation and maintenance expenses of the Canal through December 31, 2022.

AGREEMENT

Based on the mutual benefits that will accrue to the parties, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. USE OF CANAL BY CITY. During the Term of this Agreement, the City may use all or a portion of the Canal Capacity (defined below) for storm water runoff, as follows:



- a. During the non-irrigation season (October 15 through April 14, inclusive), the City may, together with Other Users (defined below), use a combined total of 100% of the Canal Capacity to dispose of storm water runoff.
- b. During the irrigation season (April 15 through October 14, inclusive), the City may use, together with Other Users, a combined total of 100% of the Excess Capacity (defined below), to dispose of storm water runoff.
- c. The points of discharge which the City may use to divert storm water into the Canal are shown on Exhibit A, and the maximum rate of discharge at each point is shown on Exhibit B.
- d. For purposes of this Agreement, “Canal Capacity” means the total water carrying capacity of the Canal below the freeboard level. The “freeboard level” means the beginning of the top 1/6<sup>th</sup> of the depth of the Canal, measured from the bottom up. For example, if the total depth of the Canal is six (6) feet, from its lowest point to the highest point at which water is still contained within the Canal without overtopping, “freeboard level” means five (5) feet, measured up from the bottom of the Canal. Canal Capacity shall be measured at the point in the Canal with the lowest overall capacity downstream from the point of input.
- e. For purposes of this Agreement, “Excess Capacity” means Canal Capacity, less the amount of Canal Capacity utilized by the Company at any given time to deliver water to its shareholders.
- f. The Company has in the past, and may in the future, grant to other individuals and entities, both public and private, the right to use the Canal for the disposal of storm water. In addition, certain individuals and entities may use the Canal for such purpose, either without first obtaining the Company’s permission, or in direct contravention of Company directives. All of such users are referred to herein as “Other Users.”
- g. During both the irrigation season and the non-irrigation, it shall be the responsibility of the City to coordinate with the Company and all Other Users to assure that the combined flow of water from all sources does not exceed the Canal Capacity, at the location on the Canal with the lowest Canal Capacity. ~~When making this calculation, the City shall also take into account all natural inflows into the Canal not otherwise attributable to Other Users.~~ The Company shall not be responsible for the reduction of Canal Capacity in the non-irrigation season, or Excess Capacity in the irrigation season, due to storm water inputs from Other Users, or natural inflows. If the City requires capacity that is not otherwise available, the City shall be solely responsible to work with Other Users to make such capacity available.

- h. The Company agrees, during the irrigation season, to cooperate with the City to reduce inputs of irrigation water into the Canal in anticipation of storm events, in order to maximize Excess Capacity for use by the City; provided, however, that the Company shall have no independent obligation to monitor or anticipate storm events, and reduce irrigation flows accordingly, but shall only be required to attenuate irrigation flows when so requested by the Company.
2. PRIOR CITY USE OF CANAL. The City has historically utilized the Canal for a portion of its storm water management plan. The ~~parties acknowledge that~~ Company believes such use has been by permission of the Company, and has not ~~created on the part of the City, by agreement, operation of law, or otherwise, an ownership interest in the Canal or its capacity, or~~ vested the City with the right to utilize the Canal and its capacity, except as may be approved by the Company through agreement. ~~The City disagrees with this position. Neither party waives its position by entering into this Agreement.~~ Continued use of the Canal and its capacity by the City after the Term of this Agreement has expired shall be ~~subject to the negotiation of such use by the parties, and the approval thereof by the Company. The City and the Company shall undertake such negotiations in good faith, and the Company's approval of a renewal shall not be unreasonably withheld, it being understood by the parties in advance that approval~~ the subject of good faith negotiations between the parties; provided, however, that any agreement for use of the Canal by the City shall be conditioned, at least in part, on agreement of any increase or decrease in the shared operation and maintenance costs.
3. USE BY THE COMPANY OF CITY SYSTEM. The parties acknowledge that occasionally the Company utilizes components of the City's storm water system to manage water levels in the Canal. Nothing in this Agreement shall be construed to limit or otherwise modify the ability of Company to continue to utilize the City's storm water system to mitigate Canal water levels after obtaining permission from the City Public Works Director, which permission shall not be unreasonably withheld.
4. MAINTENANCE AND OPERATION OF CANAL. The Company shall be responsible, at its sole cost and expense (subject to Section 7 below), for all maintenance, repair and cleaning of the Canal from the diversion works on the Ogden River to its terminus. The Company shall continue to have exclusive responsibility over the operation and maintenance of the Canal and all structures used to deliver water to its shareholders. The City shall be responsible, at its sole cost and expense, for all maintenance, repair and cleaning of all storm water discharge facilities constructed by the City. The City shall be responsible for regulating storm drainage and flood water inflows into the Canal and operating spillways or other relief points during times of storm events. In carrying out its storm water operation and maintenance responsibilities, the City agrees not to impair the Company's use of the Canal for the purpose of delivering water to its shareholders. Notwithstanding the foregoing, the City may take such emergency measures as may be required to preserve life and property, and shall promptly notify the Company of such measures.

5. MITIGATION OF STORM WATER INCREASES. During the Term of this Agreement, the City will continue to introduce storm water into the Canal as it has in the past. It is the City's policy to require new development to provide onsite detention storage for runoff created by such development. Such practice is expected to mitigate or prevent further increases to the City's storm drainage contribution to the Canal. The City agrees, during the Term of this Agreement, to continue requiring such onsite detention.
6. QUALITY OF STORMWATER. The City agrees to comply with all applicable federal, state and local laws, rules and regulations regarding the treatment, pre-treatment and disposal of storm water, including those related to the Utah Pollutant Discharge Elimination System. Notwithstanding the foregoing, the City shall not be required, solely on account of this Agreement, to treat or pretreat storm water entering the Canal so long as the water in the Canal, including both storm water and water diverted by the Company under its water rights, remains at all times suitable for common irrigation purposes. The determination of whether water in the Canal is suitable for irrigation purposes shall be made by the Company in its sole discretion.
7. SHARE OF OPERATION AND MAINTENANCE COSTS. As consideration for the right to utilize the Canal as provided herein, the City agrees to share in the repair, operation and maintenance costs of the Canal in the amount of \$20,000 per year during the Term of this Agreement. Such amount shall be paid to the Company on or before January 1 of each calendar year during the Term hereof. Subject to Section 11 below, the City's share of the annual operation and maintenance costs shall be capped at \$20,000 annually.
8. PRIOR UPGRADES. The Company affirms that there have been no upgrades or construction costs incurred for the Canal in the past for which it is seeking contribution from the City, or, in the alternative, if upgrade or construction costs have been incurred for which the Company has requested reimbursement, the entire amount of such reimbursement (including any related debt service) has already been calculated as part of the City's share of operation and maintenance costs.
9. CONSTRUCTION OF DISCHARGE AND FLOOD CONTROL FACILITIES. All facilities solely necessary for the City's use of the Canal under this Agreement will be constructed, operated, maintained and repaired by the City without cost or expense to the Company. Prior to commencing any construction work on such facilities, the City shall first notify the Company of such work, and obtain the prior written approval thereof from the Company, which approval shall not be unreasonably withheld. In connection with such approval, the Company may require the submission of plans and specifications for such work. Any decision to enlarge the Canal capacity by deepening or widening its banks or to improve the Canal by piping portions thereof or installing fences will be by mutual agreement in writing and specifying the financing thereof and the respective responsibilities of the parties.

10. MANAGEMENT PLAN. Company represents that it has in place and is following a management plan for the canal as directed by Utah Code section 73-10-33. In connection with such plan, the City has provided to the Company the maximum volume and flow of water that may occur at each structure that introduces storm water into the Canal, in satisfaction of Section 73-10-33(4).

~~11. INDEMNIFICATION AND INSURANCE. — The City shall indemnify, defend, and hold the Company and its officials, employees, officers, agents, volunteers, contractors, subcontractors, representatives, professional consultants, invitees, servants and shareholders, and their respective successors and assigns (collectively, the “Indemnitees”), harmless from and against any loss, damage, injury, death, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorney’s fees) of any kind or character to any person or property (collectively, “Claims”), arising from or relating to (i) the City’s use of the Canal under this Agreement, including without limitation Claims relating to environmental contamination or the violation of any federal, state or local environmental laws, rules or regulations, (ii) the delivery by the Company to its shareholders of water introduced into the Canal by the City, to which the Company holds no water right, (iii) flooding occasioned by storm water discharged at the Canal terminus, and (iv) the presence of any hazardous materials or pollutants in the Canal, or discharged from the Canal, that can reasonably be traced to, or that is alleged to have been related to, storm water discharged by the Company into the Canal under this Agreement. In connection with such duty of indemnification and agreement to defend and hold the Indemnitees harmless, the City does hereby, to the fullest extent permitted by law, affirmatively waive and agree not to assert, as against the Indemnitees, any and all defenses, protections, immunities and liability limits otherwise available to it under the Governmental Immunity Act, Utah Code Annotated 63G-1-101, et. seq. The parties shall each carry appropriate insurance policies for their respective operating activities.~~

11. NPDES PERMITS. The City agrees, during the term of this Agreement, to obtain and maintain in effect, and comply with the term of, any NPDES permits required by the Utah Department of Environmental Quality.

12. TERM OF AGREEMENT AND RENEWAL. This Agreement shall be in effect for a term of approximately three (3) years, beginning on the Effective Date hereof and ending on December 31, 2022 (the “Term”). If the parties have not agreed to an extension or modification of this Agreement beyond the original Term, its terms shall automatically continue on an annual basis unless one party has given written notice to the other party, at least six months prior to the end of the calendar year, of its intent to terminate this Agreement.

13. EQUITABLE SHARE OF COSTS. The payments and other consideration provided by the City pursuant to this Agreement are recognized and accepted by the Company as the City's equitable proportion of the maintenance and operation costs of the Canal attributable to the City's use as allowed under this Agreement.

14. WATER LOSSES. The parties to this Agreement understand and agree that the City does not have a water right to use any of the storm water after it has entered the Canal, and that the Canal only serves as a method of conveyance of such water. As a result:

- a. The City does not bear any proportion of loss by evaporation or seepage of water in the Canal, regardless of whether such water has been diverted under the Company's water rights or whether the water has been introduced by the City as allowed by this Agreement;
- b. The City is not responsible to replace any water which bypasses the Company's headgate in order to operate the Canal as described in this Agreement; and
- c. City is not required or expected to make any payment or reimbursement to Company for water which bypasses the headgate during or as a result of a storm event.

15. RIGHTS RETAINED BY COMPANY. By entering into this Agreement, the City does not:

- a. Acquire any voting rights in the Company not already possessed by the City;
- b. Acquire any rights to direct the operation of the Canal; or
- c. Acquire the right to modify any of Company's water rights.

16. NOTICES. Any notices to be delivered to the parties pursuant to this Agreement shall be deemed received when mailed at a United States post office, postage paid, first class mail, addressed as follows:

- a. North Ogden Irrigation Company  
~~2925 N. 600 W.~~  
~~Pleasant View~~P.O. Box 13334  
~~Ogden~~, Utah ~~84401~~84412
- b. North Ogden City  
505 E. 2600 N.  
North Ogden, Utah 84414

The address of either party may be changed by written notice sent to the other as provided herein.

17. AUTHORIZED REPRESENTATIVES OF THE PARTIES. The persons executing this Agreement are the authorized representatives of each party, and each has obtained the necessary authority through its governing body to enter into this



Agreement. Any notices to be given or decisions to be made in the future pursuant to this agreement shall be deemed effective if carried out by the undersigned or their successor officials.

18. THIRD-PARTY RIGHTS PROHIBITED. The rights, duties and benefits contained in this Agreement are intended to apply only as between the City and the Company. This Agreement is not intended to create third-party beneficiary rights in persons or entities not a party to this Agreement, except as provided in Section 11 hereof with respect to indemnification.

19. CONSTRUCTION OF AGREEMENT. The parties reviewed and understood every term of this Agreement prior to its execution. This Agreement has been prepared as a result of the joint efforts of the parties, and no presumption shall attach as to interpretation or enforcement of any provision because such provision may have been drafted by one party or the other.

20. FINAL AGREEMENT. This Agreement represents the entire agreement between the parties and supersedes all prior written and oral agreements and understandings concerning the use of Company's Canal by the City. This Agreement shall not be amended or modified except by written instrument signed by the parties.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

NORTH OGDEN IRRIGATION  
COMPANY

By: \_\_\_\_\_

Its:

NORTH OGDEN CITY CORPORATION

By: \_\_\_\_\_

S. Neal Berube, Mayor

ATTEST AND COUNTERSIGN:

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

TABLE OF EXHIBITS

Exhibit A: Map of North Ogden Canal and Points of Discharge

Exhibit B: Discharge Table



AGREEMENT # \_\_\_\_\_

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AND COST SHARING

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Formatted: Superscript

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4852-6022-6220.v5

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- b. During the irrigation season (April 15 through October 14, inclusive), the City may use, together with Other Users, a combined total of 100% of the Excess Capacity (defined below), to dispose of storm water runoff.
- c. The points of discharge which the City may use to divert storm water into the Canal are shown on Exhibit A, and the maximum rate of discharge at each point is shown on Exhibit B.
- d. For purposes of this Agreement, “Canal Capacity” means the total water carrying capacity of the Canal below the freeboard level. The “freeboard level” means the beginning of the top 1/6<sup>th</sup> of the depth of the Canal, measured from the bottom up. For example, if the total depth of the Canal is six (6) feet, from its lowest point to the highest point at which water is still contained within the Canal without overtopping, “freeboard level” means five (5) feet, measured up from the bottom of the Canal. Canal Capacity shall be measured at the point in the Canal with the lowest overall capacity downstream from the point of input.
- e. For purposes of this Agreement, “Excess Capacity” means Canal Capacity, less the amount of Canal Capacity utilized by the Company at any given time to deliver water to its shareholders.
- f. The Company has in the past, and may in the future, grant to other individuals and entities, both public and private, the right to use the Canal for the disposal of storm water. In addition, certain individuals and entities may use the Canal for such purpose, either without first obtaining the Company’s permission, or in direct contravention of Company directives. All of such users are referred to herein as “Other Users.”
- g. During both the irrigation season and the non-irrigation, it shall be the responsibility of the City to coordinate with the Company and all Other Users to assure that the combined flow of water from all sources does not exceed the Canal Capacity, at the location on the Canal with the lowest Canal Capacity. The Company shall not be responsible for the reduction of Canal Capacity in the non-irrigation season, or Excess Capacity in the irrigation season, due to storm water inputs from Other Users, or natural inflows. If the City requires capacity that is not otherwise available, the City shall be solely responsible to work with Other Users to make such capacity available.
- h. The Company agrees, during the irrigation season, to cooperate with the City to reduce inputs of irrigation water into the Canal in anticipation of storm events, in order to maximize Excess Capacity for use by the City; provided,

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however, that the Company shall have no independent obligation to monitor or anticipate storm events, and reduce irrigation flows accordingly, but shall only be required to attenuate irrigation flows when so requested by the Company.

2. PRIOR CITY USE OF CANAL. The City has historically utilized the Canal for a portion of its storm water management plan. The Company believes such use has been by permission of the Company, and has not vested the City with the right to utilize the Canal and its capacity, except as may be approved by the Company through agreement. The City disagrees with this position. Neither party waives its position by entering into this Agreement. Continued use of the Canal and its capacity by the City after the Term of this Agreement has expired shall be the subject of good faith negotiations between the parties; provided, however, that any agreement for use of the Canal by the City shall be conditioned, at least in part, on agreement of any increase or decrease in the shared operation and maintenance costs.
3. USE BY THE COMPANY OF CITY SYSTEM. The parties acknowledge that occasionally the Company utilizes components of the City's storm water system to manage water levels in the Canal. Nothing in this Agreement shall be construed to limit or otherwise modify the ability of Company to continue to utilize the City's storm water system to mitigate Canal water levels after obtaining permission from the City Public Works Director, which permission shall not be unreasonably withheld.
4. MAINTENANCE AND OPERATION OF CANAL. The Company shall be responsible, at its sole cost and expense (subject to Section 7 below), for all maintenance, repair and cleaning of the Canal from the diversion works on the Ogden River to its terminus. The Company shall continue to have exclusive responsibility over the operation and maintenance of the Canal and all structures used to deliver water to its shareholders. The City shall be responsible, at its sole cost and expense, for all maintenance, repair and cleaning of all storm water discharge facilities constructed by the City. The City shall be responsible for regulating storm drainage and flood water inflows into the Canal and operating spillways or other relief points during times of storm events. In carrying out its storm water operation and maintenance responsibilities, the City agrees not to impair the Company's use of the Canal for the purpose of delivering water to its shareholders. Notwithstanding the foregoing, the City may take such emergency measures as may be required to preserve life and property, and shall promptly notify the Company of such measures.
5. MITIGATION OF STORM WATER INCREASES. During the Term of this Agreement, the City will continue to introduce storm water into the Canal as it has in the past. It is the City's policy to require new development to provide onsite detention storage for runoff created by such development. Such practice is expected to mitigate or prevent further increases to the City's storm drainage contribution to the Canal. The City agrees, during the Term of this Agreement, to continue requiring such onsite detention.



6. QUALITY OF STORMWATER. The City agrees to comply with all applicable federal, state and local laws, rules and regulations regarding the treatment, pre-treatment and disposal of storm water, including those related to the Utah Pollutant Discharge Elimination System. Notwithstanding the foregoing, the City shall not be required, solely on account of this Agreement, to treat or pretreat storm water entering the Canal so long as the water in the Canal, including both storm water and water diverted by the Company under its water rights, remains at all times suitable for common irrigation purposes. The determination of whether water in the Canal is suitable for irrigation purposes shall be made by the Company in its sole discretion.
7. SHARE OF OPERATION AND MAINTENANCE COSTS. As consideration for the right to utilize the Canal as provided herein, the City agrees to share in the repair, operation and maintenance costs of the Canal in the amount of \$20,000 per year during the Term of this Agreement. Such amount shall be paid to the Company on or before January 1 of each calendar year during the Term hereof. Subject to Section 11 below, the City's share of the annual operation and maintenance costs shall be capped at \$20,000 annually.
8. PRIOR UPGRADES. The Company affirms that there have been no upgrades or construction costs incurred for the Canal in the past for which it is seeking contribution from the City, or, in the alternative, if upgrade or construction costs have been incurred for which the Company has requested reimbursement, the entire amount of such reimbursement (including any related debt service) has already been calculated as part of the City's share of operation and maintenance costs.
9. CONSTRUCTION OF DISCHARGE AND FLOOD CONTROL FACILITIES. All facilities solely necessary for the City's use of the Canal under this Agreement will be constructed, operated, maintained and repaired by the City without cost or expense to the Company. Prior to commencing any construction work on such facilities, the City shall first notify the Company of such work, and obtain the prior written approval thereof from the Company, which approval shall not be unreasonably withheld. In connection with such approval, the Company may require the submission of plans and specifications for such work. Any decision to enlarge the Canal capacity by deepening or widening its banks or to improve the Canal by piping portions thereof or installing fences will be by mutual agreement in writing and specifying the financing thereof and the respective responsibilities of the parties.
10. MANAGEMENT PLAN. Company represents that it has in place and is following a management plan for the canal as directed by Utah Code section 73-10-33. In connection with such plan, the City has provided to the Company the maximum volume and flow of water that may occur at each structure that introduces storm water into the Canal, in satisfaction of Section 73-10-33(4).
11. NPDES PERMITS. The City agrees, during the term of this Agreement, to obtain and maintain in effect, and comply with the term of, any NPDES permits required by the Utah Department of Environmental Quality.

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12. TERM OF AGREEMENT AND RENEWAL. This Agreement shall be in effect for a term of approximately three (3) years, beginning on the Effective Date hereof and ending on December 31, 2022 (the "Term"). If the parties have not agreed to an extension or modification of this Agreement beyond the original Term, its terms shall automatically continue on an annual basis unless one party has given written notice to the other party, at least six months prior to the end of the calendar year, of its intent to terminate this Agreement.
13. EQUITABLE SHARE OF COSTS. The payments and other consideration provided by the City pursuant to this Agreement are recognized and accepted by the Company as the City's equitable proportion of the maintenance and operation costs of the Canal attributable to the City's use as allowed under this Agreement.
14. WATER LOSSES. The parties to this Agreement understand and agree that the City does not have a water right to use any of the storm water after it has entered the Canal, and that the Canal only serves as a method of conveyance of such water. As a result:
- a. The City does not bear any proportion of loss by evaporation or seepage of water in the Canal, regardless of whether such water has been diverted under the Company's water rights or whether the water has been introduced by the City as allowed by this Agreement;
  - b. The City is not responsible to replace any water which bypasses the Company's headgate in order to operate the Canal as described in this Agreement; and
  - c. City is not required or expected to make any payment or reimbursement to Company for water which bypasses the headgate during or as a result of a storm event.
15. RIGHTS RETAINED BY COMPANY. By entering into this Agreement, the City does not:
- a. Acquire any voting rights in the Company not already possessed by the City;
  - b. Acquire any rights to direct the operation of the Canal; or
  - c. Acquire the right to modify any of Company's water rights.
16. NOTICES. Any notices to be delivered to the parties pursuant to this Agreement shall be deemed received when mailed at a United States post office, postage paid, first class mail, addressed as follows:
- a. North Ogden Irrigation Company

P.O. Box 13334  
Ogden, Utah 84412

- b. North Ogden City  
505 E. 2600 N.  
North Ogden, Utah 84414

The address of either party may be changed by written notice sent to the other as provided herein.

- 17. AUTHORIZED REPRESENTATIVES OF THE PARTIES. The persons executing this Agreement are the authorized representatives of each party, and each has obtained the necessary authority through its governing body to enter into this Agreement. Any notices to be given or decisions to be made in the future pursuant to this agreement shall be deemed effective if carried out by the undersigned or their successor officials.
- 18. THIRD-PARTY RIGHTS PROHIBITED. The rights, duties and benefits contained in this Agreement are intended to apply only as between the City and the Company. This Agreement is not intended to create third-party beneficiary rights in persons or entities not a party to this Agreement, except as provided in Section 11 hereof with respect to indemnification.
- 19. CONSTRUCTION OF AGREEMENT. The parties reviewed and understood every term of this Agreement prior to its execution. This Agreement has been prepared as a result of the joint efforts of the parties, and no presumption shall attach as to interpretation or enforcement of any provision because such provision may have been drafted by one party or the other.
- 20. FINAL AGREEMENT. This Agreement represents the entire agreement between the parties and supersedes all prior written and oral agreements and understandings concerning the use of Company's Canal by the City. This Agreement shall not be amended or modified except by written instrument signed by the parties.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

NORTH OGDEN IRRIGATION  
COMPANY

By: \_\_\_\_\_

Its:

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NORTH OGDEN CITY CORPORATION

By: \_\_\_\_\_  
S. Neal Berube, Mayor

ATTEST AND COUNTERSIGN:

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

TABLE OF EXHIBITS

Exhibit A: Map of North Ogden Canal and Points of Discharge

Exhibit B: Discharge Table

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## NORTH OGDEN CITY STAFF REPORT

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TO: City Council  
FROM: Jonathan Call, North Ogden City Manager/Attorney  
DATE: 7/22/2020  
RE: Sound Ordinance

The attached Sound Ordinance is being proposed as a replacement for the City's current sound ordinance. The main focus of the sound ordinance has been to treat all properties and property owners the same, except for one distinction. In residential areas the sound requirements are lower than in commercial areas. Meaning that sound which is experienced in residential areas is generally required to be less than sound experienced in commercial areas. Here are the main bullet points:

- Sound is regulated at the property line of the individual objecting to the sound level.
  - Example: a person who is 3 houses away from a pool party where loud music is being played is only allowed to enforce the sound decibel level on their property line, not the property lines of the intervening neighbors.
- Sound is regulated in various time intervals to allow for short loud bursts of sound associated with regular activities in neighborhoods and commercial areas.
  - Example: a construction site will often have loud bursts of sound several seconds apart. The LA<sub>max</sub> is intended to establish the upper limit of any single burst of sound.
  - Example: a pool party is allowed to play music which periodically exceeds the 75 decibels established in the LA<sub>eq</sub> 1 hr provided that there are sufficient offsetting periods of lower numerical sound decibels which equalize the decibel level to be equal to or less than 75 dBA over the one hour time period.
- The Sound ordinance is designed to allow for common activities most expect to occur in residential areas.
  - Example: individuals are allowed to mow their lawn, blow snow, or undertake other landscaping projects.
- Sound is regulated but allows for several exceptions related to snow removal, fire and police sirens, airplanes and trains, agricultural activities, and emergency utility work.
- There are some additional requirements for all properties, regardless of ownership. The ordinance has tried to treat everybody the same.
- There are some universal prohibitions related to intentional acts by individuals to disrupt events, or their neighbor's quiet enjoyment of their property.
- The general penalty for violating the sound ordinance is an infraction, though the council may wish to increase the penalty on some items. In this ordinance construction noise is a Class B misdemeanor. Others could be upgraded as well to higher penalties.



- This ordinance also prohibits the use of engine brakes on all roads which are less than 6% grade. This will not resolve all the engine noise issues in the city, but will help establish some standards to help in areas of the City where engine brakes are not required for safety reasons, but are used out of habit.

Sound ordinances are inherently tricky to write, because it is hard to anticipate every source of sound and every situation. This ordinance is focused on removing or limiting the number of exceptions and providing universal protection to all landowners and residents. This is undoubtedly not a perfect ordinance, but it attempts to resolve several of the issues we have seen in the City lately, as well as equalize the playing field for all users.

One thing this ordinance does is also provides some guidance for the use of City Property. Specifically, this ordinance gives priority to individuals and groups who reserved City property for family, community, cultural, sporting, or other events. The intent is to provide some guidance for the users of public property and allow for limited disruption when people have planned events and taken the time to rent public property to do so. Additionally, this allows for individuals participating in sporting events to hear all warning whistles, instructions, or other safety related communications during a sporting event.

Staff is recommending the Council review this ordinance and help resolve some of the outstanding issues with the current City sound ordinance.

**ORDINANCE 2020- \_\_\_\_**

**AN ORDINANCE REGULATING SOUND IN NORTH OGDEN CITY**

**WHEREAS;** The City has the responsibility to pass rules from time to time to regulate how property owners interact with each other; and

**WHEREAS;** The City has utilized a sound ordinance which has lost some effectiveness over time; and

**WHEREAS;** The City wishes to effectively regulate sound in the city; and

**WHEREAS;** The City desires to add more clarity to the sound regulations while providing for adequate flexibility to account for the numerous uses and activities which routinely occur in various parts of the city.

**NOW THEREFORE, BE IT ORDAINED** by the North Ogden City Council that the North Ogden City Code be amended as follows.

**SECTION 1:** The North Ogden Code Title 5 Chapter 3 renamed "Sound Regulations" and rewritten as outlined below.

**5-3 SOUND REGULATIONS**

**5-3-1 Purpose.** The purpose of this chapter is to regulate sound levels in the City within acceptable limits.

**5-3-2 Definitions.**

Commercial Receiving Zone: The category of property which includes all commercial and industrial zones, multi-family zones, mixed use zones, and all public owned property directly adjacent to commercial and industrial zones.

Day: 7:00 a.m. to 10:00 p.m.

dBA: The A-weighted unit of sound pressure level.

DECIBEL (dB): The unit of measurement for sound pressure level at a specified location. The symbol is "dB".

Events: any formally organized sporting, cultural, or other event which has obtained an official reservation from the Parks and Recreation Department and any relevant special event permits if so required.

LAeq: The A-weighted, equivalent continuous sound level in dB measured over a stated period of time. It is the equivalent continuous sound level which contains the same energy as the varying sound levels over time.

LAmix: The maximum A-weighted sound dB level permitted in a receiving zone.

Night: 10:01 p.m. to 6:59 a.m.

Noise Control Officer (NCO): means any individual authorized by State or Municipal Code to enforce the laws and regulations found in State or Municipal Code. All sworn officers are by default NCOs.

Property Line: means either (a) the vertical boundary that separates one parcel of property (i.e., lot and block) from another residential or commercial property; (b) the vertical and horizontal boundaries of a dwelling unit that is part of a multi-dwelling unit building; or (c) on a multi-use property, the vertical or horizontal boundaries between the two portions of the property on which different categories of activity are being performed.

Residential Receiving Zone: The category of property which includes all single family residential zones, and all publicly owned property surrounded by single family residential zones.

SOUND: An oscillation in pressure, stress, particle displacement and particle velocity which induces auditory sensation.

**5-3-3 Sound Level.** No use shall create sound levels which exceed the following standards:

Receiving Zone sound levels

| Land Use Classification | LAeq | LAeq<br>2 hr | LAeq<br>1 hr | LAeq<br>15 min | LAeq<br>2 min | LAmix |
|-------------------------|------|--------------|--------------|----------------|---------------|-------|
| Residential/Night       | 40   | 42           | 43           | 44             | 45            | 60    |
| Residential/Day         | 55   | 70           | 75           | 80             | 93            | 108   |
| Commercial/Night        | 65   | 66           | 68           | 71             | 74            | 77    |
| Commercial/Day          | 80   | 81           | 83           | 90             | 103           | 118   |

**5-3-4 Measurement.**

- A. Sound shall be measured at the property line of the individual concerned about the sound level.
- B. Sound shall be measured on the A-weighted scale.

5-3-4 Hours enforced. The sound standards above shall be modified as follows to account for the impacts the time of day can have on the enjoyment of property.

**5-3-5 Exceptions.**

- A. Vehicles operated by the Police, Sheriff, and Fire Departments are exempted from this ordinance.
- B. Work undertaken by Utility companies for emergency repairs is exempted from this ordinance. Provided they are undertaking the minimum work necessary to reestablish service or make the utilities safe. All equipment must utilize mufflers or other sound dampening devices.
- C. Work undertaken to remove snow, water, or other naturally occurring materials which constitute a hazard to vehicular, bicycle, or pedestrian traffic. During night time hours audible reverse indicators should be disabled for reverse movements which exceed five (5) seconds. All equipment must utilize mufflers or other sound dampening devices.
- D. Fireworks lit within timelines established under State Code.
- E. Any aircraft or railroad equipment operated in conformity with, or pursuant to, state statute, federal law or federal regulations, and traffic control instruction used pursuant to and within the duly adopted state or federal regulations. Any aircraft operating under technical difficulties, in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of an emergency under federal air regulations shall also be exempt.
- F. Collection of Refuse shall be allowed between the hours of 6:00 a.m. and 10:00 p.m.
- G. Agricultural harvesting is permitted provided no other time is available for the required harvest conditions.

**5-3-6 Additional Requirements.**

- A. Construction Noise is not permitted prior to 7:00 a.m. or after 10:00 p.m. or anytime on Sundays. A violation of this provision is a Class B Misdemeanor. Repeated offenses shall incur additional penalties as established in the fee schedule.
- B. Noises made by animals shall be regulated by Title 6 Chapter 1 of this code.
- C. All engines shall be operated with a muffler or other sound dampening device. Specifically, any vehicle or equipment which originally came from the manufacturer with a muffler must always be operated with a muffler in place.

- D. No individual may broadcast sound at any level which is intentionally designed to disrupt a neighboring property owner’s quiet enjoyment or activity or an Event on public property.
- E. Noises caused by engine brakes (“jake brakes”) are prohibited on all roads which are 6.0% or less of a grade.
- F. Individuals may not disrupt Events on public property with sound amplification devices. It is considered a disruption if sound amplification of more than 55 dBA is broadcast within 200 feet of an even or on the property where the Event is being held, whichever is closer.

**5-3-7 Penalties.**

- A. Except as otherwise indicated a violation of any subsection of this chapter shall be considered an infraction and may also be charged under Utah Code § 76-9-102.

**SECTION 2:** This ordinance shall take immediate effect.

**PASSED and ADOPTED this      <sup>th</sup> day of                      2020.**

**North Ogden City:**

\_\_\_\_\_  
**S. Neal Berube**  
**North Ogden City Mayor**

**CITY COUNCIL VOTE AS RECORDED:**

|   | <b>Aye</b> | <b>Nay</b> |
|---|------------|------------|
| <b>Council Member Barker:</b>                   | _____      | _____      |
| <b>Council Member Cevering:</b>                 | _____      | _____      |
| <b>Council Member Ekstrom:</b>                  | _____      | _____      |
| <b>Council Member Stoker:</b>                   | _____      | _____      |
| <b>Council Member Swanson:</b>                  | _____      | _____      |
| <b>(In event of a tie vote of the Council):</b> |            |            |
| <b>Mayor Berube</b>                             | _____      | _____      |

**ATTEST:**

\_\_\_\_\_  
**S. Annette Spendlove, MMC**  
**City Recorder**



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## NORTH OGDEN CITY STAFF REPORT

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TO: City Council  
FROM: Jonathan Call, North Ogden City Manager  
DATE: 7/23/2020  
RE: Amphitheater Ordinance Changes

With the changes to the sound ordinance and the changes to the rental agreement it is proposed that additional changes be made to the City Code relevant to the sound and rental provisions contained in the Amphitheater Rules ordinance.

The changes for this ordinance are outlined below. Specifically, there is the elimination of the regulations related to sound, in favor of a more comprehensive sound ordinance which it is recommended be adopted city wide.

On a policy level the Council needs to revisit the use of this facility to make sure the regulations are giving the City the desired effect. There are two comments in the section below which were identified as items which are only related to Barker Park and the City does not currently regulate other parks in the same manner.

On parking the current limit for ticket sales is at 1 per parking space. That is also a requirement of the site plan approval, so staff is not recommending a change to that part of the ordinance without a recommendation from the Planning Commission on whether or not that would be an appropriate change to make.

Staff is recommending the Council review the ordinance and make any changes they feel are appropriate.

### **8-6-5: AMPHITHEATER RULES**

The amphitheater may be scheduled by the City for City sponsored events up to twelve (12) months in advance. The general public will be allowed to schedule the facility up to six (6) months in advance, will be used on a priority basis by North Ogden City during the show season as established by the Parks and Recreation Director. Other usersThe general public may reserve the amphitheater, provided all fees are paid and rules are followed. Reservation fees shall be as established in the consolidated fee schedule prior to any rental of the facility. City sponsored events are not required to pay fees.

- A. Use Number Permitted: A maximum not to exceed three (3) events or productions a week that require the use of any loudspeakers will be allowed at the amphitheater in a calendar week Sunday to Saturday.

**Comment [jwc1]:** Staff needs Council direction on this item. This regulation does not occur in any other public facility.



~~B.~~ Sound Level: ~~Sound broadcast from any loudspeakers at the amphitheater may not exceed a ninety (90) dBe at the park boundaries.~~

~~C.B.~~ ~~All amplified events shall utilize the City installed sound system unless approved by the Parks and Recreation Director. If the City owned sound system is unavailable then speakers may be used which operate within the approved dBe limits. All amplified sound or shall meet the City sound ordinance.~~

~~D.C.~~ End Time: All events, productions, concerts, festivals, etc., held at the amphitheater must end by ten o'clock (10:00) P.M. with the exception of the 4th of July fireworks and corresponding show. All loudspeakers must be turned off by this time and patrons begin exiting the facility.

~~E.D.~~ Time of Loudspeaker Use: No loudspeakers may be used to broadcast sound at the amphitheater before ten o'clock (10:00) A.M. any day of the week unless authorized for City sponsored events.

~~F.E.~~ Outside Agreements: North Ogden City may enter into an agreement to partner with or cosponsor with any outside agency or promoter to bring events to the amphitheater when it is deemed to be beneficial to the amphitheater and a valuable opportunity.

1. All negotiations and agreements/contracts must be finalized to be official. This includes contracts with the promoter and talent agency.
2. All fees including a "per ticket" fee charged by the City to the partner/promoter must be as in the consolidated fee schedule.
3. Some or all production costs, including lights, sound, talent purchase, director's costs, etc., are to be paid by the promoter or cosponsoring agency.
4. If ticket sales are to be sold through a ticket outlet other than the current North Ogden Amphitheater ticket outlet, it must be approved by the Parks and Recreation Director and all payments for ticket sales made to the City within five (5) business days.
5. Ticket sales shall be limited to four (4) tickets per authorized Park parking space.

~~G.F.~~ Rental By Private Contractors: The amphitheater may be rented by ~~private contractors~~ ~~once the City Council has approved the facility for private rentals~~ ~~the general public~~ under the following conditions:

~~1. The North Ogden Amphitheater rental agreement is signed and executed by the renter and North Ogden City Parks and Recreation Director.~~

~~2.1.~~ A completed rental application and special event permit is submitted to the Parks and Recreation Department

~~3.2.~~ All rental fees are paid as per the consolidated fee schedule and are non-refundable within two (2) months of the event.

~~4.3.~~ All North Ogden City police or Northview Fire staff as deemed necessary by the ~~Parks and Recreation Director~~ Police Chief and Fire Marshal are paid for per the consolidated fee schedule.

~~H.G.~~ Parking: All event parking must be located within an approved location as authorized by the City, and be limited to four (4) tickets per authorized Park parking space. The City is allowed to charge for parking or authorize others to charge for parking. ~~No event parking is allowed along the southern curb of Deer Meadows Drive or the eastern curb of Barker Parkway. Homeowners in Deer Meadows Subdivision and their guests may park along the restricted curbs provided a proper permit is displayed in the window of the vehicle except on the 4th of July from nine o'clock (9:00) P.M. to eleven o'clock (11:00) P.M. Any individual~~

**Comment [jwc2]:** Include the possibility of extending the hours on weekends or for City events? Should this extension be included for all property in the City on weekends?

**Comment [jwc3]:** All other parks and property are allowed to use loudspeakers at 7 am. Council needs to discuss policy issues on this.

**Comment [jwc4]:** The City does not require this at any other park, except for the dog park, unless a safety issue has been identified like Oaklawn park.

violation this provision shall be a class C misdemeanor subject to all associated fines, and subject to immediate towing and impoundment of the vehicle.

| H. Interference with Events: It shall be a Class B Misdemeanor for any individual to:

1. Interfere with an event;
2. Obstruct patrons from attending an event;
3. Use loudspeakers within ~~six hundred feet of an event~~ the boundaries of the park during an event if the loudspeakers are not associated with the event;
4. Attempt to gain admittance to a paid event without a ticket;
5. Use lighting or other visual methods to disrupt an event;
6. Interfere with a scheduled event in any way.

**ORDINANCE 2020- \_\_\_\_**

**AN ORDINANCE REGULATING THE AMPHITHEATER AT BARKER PARK**

**WHEREAS;** The City has constructed an new amphitheater at Barker Park; and

**WHEREAS;** The City has sought to clarify and regulate the use of the facility by ordinance; and

**WHEREAS;** The City is adopting a universal sound ordinance and has made other recommended changes to the rental agreement for the facility; and

**WHEREAS;** The City desires to clean up the ordinance to eliminate duplicative provisions and add clarification for the use of the facility.

**NOW THEREFORE, BE IT ORDAINED** by the North Ogden City Council that the North Ogden City Code be amended as follows.

**SECTION 1:** The North Ogden Code Title 8 Chapter 6 Section 5 be amended as follows.

**8-6-5: AMPHITHEATER RULES**

The amphitheater may be scheduled by the City for City sponsored events up to twelve (12) months in advance. The general public will be allowed to schedule the facility up to six (6) months in advance.. The general public may reserve the amphitheater, provided all fees are paid and rules are followed. Reservation fees shall be as established in the consolidated fee schedule prior to any rental of the facility. City sponsored events are not required to pay fees.

- A. Use Number Permitted: A maximum not to exceed three (3) events or productions a week that require the use of any loudspeakers will be allowed at the amphitheater in a calendar week Sunday to Saturday.
- B. Sound Level: All amplified sound or shall meet the City sound ordinance.
- C. End Time: All events, productions, concerts, festivals, etc., held at the amphitheater must end by ten o'clock (10:00) P.M. with the exception of the 4th of July fireworks and corresponding show. All loudspeakers must be turned off by this time and patrons begin exiting the facility.
- D. Time of Loudspeaker Use: No loudspeakers may be used to broadcast sound at the amphitheater before ten o'clock (10:00) A.M. any day of the week unless authorized for City sponsored events.
- E. Outside Agreements: North Ogden City may enter into an agreement to partner with or cosponsor with any outside agency or promoter to bring events to the amphitheater when it is deemed to be beneficial to the amphitheater and a valuable opportunity.

1. All negotiations and agreements/contracts must be finalized to be official. This includes contracts with the promoter and talent agency.
  2. All fees including a "per ticket" fee charged by the City to the partner/promoter must be as in the consolidated fee schedule.
  3. Some or all production costs, including lights, sound, talent purchase, director's costs, etc., are to be paid by the promoter or cosponsoring agency.
  4. If ticket sales are to be sold through a ticket outlet other than the current North Ogden Amphitheater ticket outlet, it must be approved by the Parks and Recreation Director and all payments for ticket sales made to the City within five (5) business days.
  5. Ticket sales shall be limited to four (4) tickets per authorized Park parking space.
- F. Rental By Private Contractors: The amphitheater may be rented by the general public under the following conditions:
1. A completed rental application and special event permit is submitted to the Parks and Recreation Department
  2. All rental fees are paid as per the consolidated fee schedule and are non-refundable within two (2) months of the event.
  3. All North Ogden City police or Northview Fire staff as deemed necessary by the Police Chief and Fire Marshal are paid for per the consolidated fee schedule.
- G. Parking: All event parking must be located within an approved location as authorized by the City, and be limited to four (4) tickets per authorized Park parking space. The City is allowed to charge for parking or authorize others to charge for parking. No event parking is allowed along the southern curb of Deer Meadows Drive or the eastern curb of Barker Parkway. Homeowners in Deer Meadows Subdivision and their guests may park along the restricted curbs provided a proper permit is displayed in the window of the vehicle except on the 4th of July from nine o'clock (9:00) P.M. to eleven o'clock (11:00) P.M. Any individual violation this provision shall be a class C misdemeanor subject to all associated fines, and subject to immediate towing and impoundment of the vehicle.
- H. Interference with Events: It shall be a Class B Misdemeanor for any individual to:
1. Interfere with an event;
  2. Obstruct patrons from attending an event;
  3. Use loudspeakers within the boundaries of the park during an event if the loudspeakers are not associated with the event;
  4. Attempt to gain admittance to a paid event without a ticket;
  5. Use lighting or other visual methods to disrupt an event;
  6. Interfere with a scheduled event in any way.

**SECTION 2:** This ordinance shall take immediate effect.

**PASSED and ADOPTED this      <sup>th</sup> day of                      2020.**

**North Ogden City:**

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**S. Neal Berube**  
**North Ogden City Mayor**

**CITY COUNCIL VOTE AS RECORDED:**

|   | <b>Aye</b> | <b>Nay</b> |
|---|------------|------------|
| <b>Council Member Barker:</b>                   | _____      | _____      |
| <b>Council Member Cevering:</b>                 | _____      | _____      |
| <b>Council Member Ekstrom:</b>                  | _____      | _____      |
| <b>Council Member Stoker:</b>                   | _____      | _____      |
| <b>Council Member Swanson:</b>                  | _____      | _____      |
| <b>(In event of a tie vote of the Council):</b> |            |            |
| <b>Mayor Berube</b>                             | _____      | _____      |

**ATTEST:**

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**S. Annette Spendlove, MMC**  
**City Recorder**

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## NORTH OGDEN CITY STAFF REPORT

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TO: City Council  
FROM: Jonathan Call, North Ogden City Manager  
DATE: 7/22/2020  
RE: Declaring Property as Surplus

The City was approached about selling property at three different locations by three different individuals. One property (old public works) approximately 350 E. Pleasantview Drive the City has already declared that parcel as surplus. The second property (Barker Parkway) at approximately 2530 N. Barker Parkway the City has held a public hearing to hear feedback about the possibility of declaring the property as surplus. The third property the City has not held a public hearing for declaring it as surplus.

On the 2<sup>nd</sup> property there was also a request to add a conservation easement on the property to provide clarification about the ability to add any structures or other items on this area of the Deer Meadows subdivision.

On the property related to the public works site the City has received a firm offer of \$19,500 dollars with the ability to utilize a cross access easement for parking flow, should development ever occur on the remainder of the city property.

The City has not discussed the value of the other properties with the potential purchasers since the Council has not officially decided whether or not to declare those parcels as surplus.

Staff is looking for feedback from the Council about how you would like to proceed on these individual pieces of property.





# Surplus Property Discussion

## Barker Parkway Property

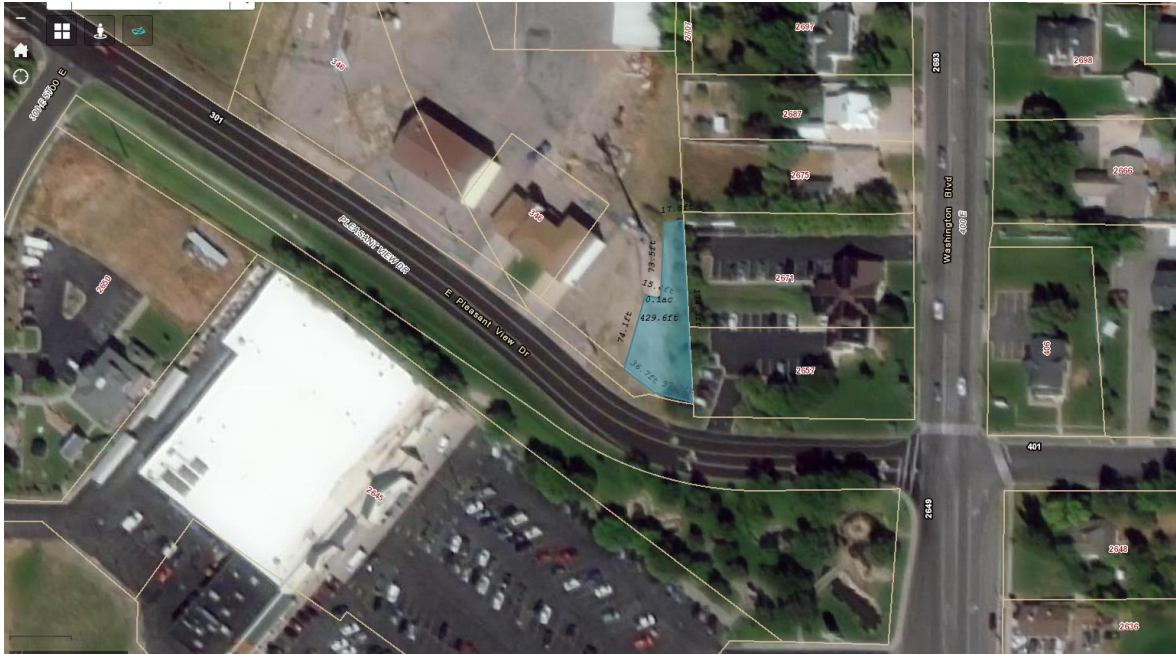


## Oaklawn Detention Basin Property





# Public Works Property



# RESOLUTION

## CONSOLIDATED FEE SCHEDULE

### A RESOLUTION TO AMEND THE CONSOLIDATED FEES CHARGED BY NORTH OGDEN CITY, UTAH FOR THE VARIOUS SERVICES, PERMITS, AND MATERIALS THE CITY PROVIDES IN ITS OPERATIONS AND FUNCTIONS AS A MUNICIPALITY IN THE STATE OF UTAH, AND MAKING SUCH FEES EFFECTIVE JULY 28, 2020.

WHEREAS, North Ogden City desires to charge fees to the users of its various services, utilities, and programs.

NOW THEREFORE, be it resolved by the North Ogden Council:

#### SECTION 1. Fees.

Fees may be adjusted in unique circumstances with the approval of the Department Head and the City Administrator.

#### ADMINISTRATION DEPARTMENT

- Municipal Code .....\$150.00
- Municipal Code Update Annual Fee .....\$50.00
- Annexation City Fee ..... \$935.00 Plus Actual Cost of Postage and Publication
- Copies, Per Page .....\$0.10
- City Map, 11" X 17" .....\$1.00
- City Map, 26" X 34" .....\$3.00
- Zoning Map, 26" X 34" .....\$5.00
- Cook Books .....\$10.00 + Tax
- Return Check Fee .....\$20.00
- Certified Copy .....\$5.00
- Notary .....\$5.00
- Facsimiles
  - › First Page, Local Number .....\$1.00
  - › Each Additional Page, Local Number .....\$.50
  - › First Page, Long Distance .....\$2.00
  - › Each Additional Page, Long Distance .....\$1.00
- Green Waste Pit Card Fee ..... 10 Punches/\$25.00
  - › One-entry pass .....\$3.00
  - › Contractors ..... \$100.00 per load + \$100.00 refundable deposit
- Existing Public Document, 8½" X 11", Per Page .....\$0.10
- Prepare a Letter or Document, Per Page .....\$1.00
- GRAMA Request, Records, Research Compilation, Editing, etc.
  - › First 30 minutes ..... No Charge
  - › Additional Time Per Hour (One Hour Minimum)  
of the lowest wage of the employee who can get the information.

- Business Banners
  - Set up to hang and use our brackets .....\$15.00
- Audit .....\$10.00 each
- Budget .....\$15.00 each

**BUILDING DEPARTMENT**

- ***For Impact Fees see Impact Fee Summary page 12 (Water, Sewer, Parks, Transportation, Fire, Central Weber Sewer, Storm Water)***

Water Connections:

- Water Connection, 1" Meter, In a Subdivision .....\$475.00
- Water Connection, 1" Meter, Outside of a Subdivision .....\$541.00
- Water Connection, 1" Meter, Unincorporated .....\$741.00
- Water Connection, 1.5" Meter, In a Subdivision .....\$2167.00
- Water Connection, 1.5" Meter, Outside of a Subdivision .....\$2405.00
- Water Connection, 1.5" Meter, Unincorporated .....\$2605.00
- Water Connection, 2" Meter, In a Subdivision .....\$2167.00
- Water Connection, 2" Meter, Outside of a Subdivision .....\$2405.00
- Water Connection, 2" Meter, Unincorporated .....\$2605.00

Sanitary Sewer Connections:

- In a Subdivision .....\$56.00
- Outside a Subdivision .....\$142.00
- Unincorporated .....\$142.00

Building Permit Fees:

- Initial Waste Containers.....\$200.00
- Construction Water Connection.....\$54.08
- Single-Family Residential Permit and Commercial Building Permit Fees 1997 Version of the Uniform Building Code, Section 107.2 Table 1A plus 20%
- Residential Plan Check Fee Deposit .....\$500.00
- Temporary Power Inspection Fee.....\$56.40
- Minimum Building Permit Fee.....\$56.40
- Single-Family Residential Plan Check..... 50% of Permit Fee
- Commercial Building Plan Check ..... 65% of Permit Fee
- State Fee ..... 1% of Permit Fee
- Deposit for Off-Site Improvements .....\$1,000  
(New Homes Charged with Building Permit)
- Excavation Permit/Road Cut Fee ..... \$50.00 & Road Cut Fee/See Chart
  - Taxing Entities-e.g. special districts, government, will be charged 75% of normal fee.
  - Cash Bond.....\$300.00
  - Performance Bond.....\$2,000.00
- Blasting Permit .....\$50.00
- Grading Permit .....\$150.00

**BUSINESS LICENSES**

- Commercial Business/High-Impact Home Occupation/Residential Rental License
  - New Application Base Fee .....\$100.00

- Renewal Base Fee .....\$75.00
- Temporary .....\$100.00
- Fireworks Stands.....\$125.00
- Solicitor’s License ..... \$100.00 each
- Beer Licenses, Class “A” and “B”
  - New application .....\$125.00
  - Renewal ..... \$25.00
  - Renewal with background checks .....\$100.00

In addition to the above Business License Fees, the following fees apply:

- Temporary license for Businesses with a combined display and building area covering more than 400 square feet ..... License fee plus \$250.00 refundable deposit
- Temporary license for businesses with a combined display and building area covering less than 400 square feet ..... License fee plus \$150.00 refundable deposit
- Late Fees:
  - Business License renewal fees are due one year from the date the certificate of license is issued at the close of business. (North Ogden City Code 4-1-5A)
  - If any license fee is not paid within two (2) months of the due date, a penalty of twenty-five percent (25%) of the amount of the license fee shall be added to the original amount thereof, and if not paid within four (4) months of the due date, an additional penalty of twenty-five percent (25%) shall be added to the original amount. (North Ogden City Code 4-1-5B)

‣  
Civil Penalties

- Abatement of property in violation of North Ogden City Municipal Code .....\$100.00
- Administrative hearing fee .....\$20.00
- Civil citation fees:
  - Paid before 10 days from date of citation.....\$25.00
  - Paid after 10 days but before 20 days from date of citation .....\$50.00
  - Paid after 20 days but before 30 days from date of citation .....\$100.00
  - Late fee to be added to fines paid after 30 days ..... \$10 per day up to a maximum of \$1,000.00 in fees and late fees.
- Storm Water and Drainage:
  - Notice of Violation Issued, 1<sup>st</sup> Day, 24-Hour Remediation ..... No Charge
  - 2<sup>nd</sup> Day .....\$100.00
  - 3<sup>rd</sup> Day .....\$200.00
  - Each Subsequent Day .....\$250.00

**PLANNING**

- General Plan, Bound Copy .....\$25.00
  - Per Page.....\$0.10
- Zoning Ordinance, In Binder.....\$50.00
  - Per Page, Not In Binder .....\$0.10
  - Additional Updates, Per Year.....\$10.00
- Subdivision Ordinance, In Binder .....\$25.00
  - Per Page, Not In Binder .....\$0.10
- Subdivision Fees
  - Preliminary Approval .....\$800.00 Plus \$50.00 per lot
  - Final Approval.....\$1,000 Plus \$30.00 per lot
- Minor Subdivision
  - City Fee .....\$750.00



- Without Technical Review.....\$580.00
- Vacation or Amendment of Subdivision
  - City Fee .....\$695.00
- Subdivision Application Extension
  - City Fee .....\$200.00
- Expired Subdivision Application Renewal – No Changes Required
  - City Fee .....\$200.00
- Boundary Line Adjustment
  - City Fee .....\$675.00
- North Hillside Study .....\$25.00
- Zoning/Subdivision Amendment
  - Text.....\$350.00
  - Map.....\$875.00
- Site Plan Review
  - City Fee (with technical review) .....\$1,390.00
  - City Fee (no technical review) .....\$730.00
- Planned Residential Unit Development (PRUD)
  - City Fee .....\$1,695.00
- Conditional Use Permit
  - City Fee (with technical review) .....\$1,550.00
  - City Fee (no technical review) .....\$730.00
- Appearance Before Administrative Hearing Officer .....\$565.00
- Plat Maps, 8½” X 11” Copy.....\$0.15
- Plat Maps, 11” X 17” Copy .....\$0.25
- Chicken License Application..... \$5.00 annually
- Subdivision Special Exception Application .....\$835.00
- Zoning Verification Letter .....\$25.00
- Land Use Permits .....~~\$25.00~~\$40.00
- Rebuild Letter .....\$25.00

**PARKS & RECREATION**

- Community Garden .....\$25.00 per box/per year
- North Ogden City Park and Field Reservation Time Periods and Reservation Fees:
  - Bowery Reservation ..... All Day (8:00 a.m.-10:00 p.m.)
    - North Ogden Resident or Church Group That Meets Regularly  
in North Ogden ..... \$35.00
    - Non-Resident or Church Group That Does Not Meet Regularly  
in North Ogden .....\$75.00
    - Commercial or Corporate Group.....\$75.00
  - Amphitheater Rental - DAILY .....
    - Apron Only – Door Down ..... \$250.00/\$125.00 Non-profit
    - Apron and Stage – Door Up..... \$500.00/\$250.00 Non-profit
    - Event Supervisor (Required for Door Up) ..... \$25.00/hr. (4 hr. min.)
    - 2 Dressing Rooms .....\$50.00
    - Green Room .....\$50.00
  - Amphitheater Rental - HOURLY .....
    - Apron Only – Door Down ..... \$50.00/\$25.00 Non-profit

- › Apron and Stage – Door Up..... \$100.00/\$50.00 Non-profit
  - › Event Supervisor (Required for Door Up) ..... \$25.00/hr. (4 hr. min.)
  - › 2 Dressing Rooms .....\$50.00/day
  - › Green Room .....\$50.00/day
- Amphitheater Rental - MISC.....
  - › Garbage Cans ..... \$10.00/each (1 per 100 people)
  - › Deposit – Door Down.....\$200.00
  - › Deposit – Door Up .....\$500.00
  - › Late Change Request (Less than 2 weeks to event) .....\$25.00
- Equestrian Park Fee:
  - › Junior Posse ..... No Charge
  - › North Ogden 4-H Groups, Per Rider.....\$2.00
  - › Event Group
    - Non-North Ogden Horse Group Meeting Regularly in North Ogden\$50.00/Day
    - Non-Resident or Church Group Not Meeting Regularly in N. Ogden\$50.00/Day  
Plus \$2.00 Per Rider
    - Commercial or Corporate  
Group.....\$100.00/Day  
Plus \$2.00 Per Rider
    - One day per week all  
season.....\$350.00
- Rental of the North View Senior Center
  - › Auditorium/Kitchen-4 Hours (NOC & Pleasant View Residents) .....\$150.00+\$200.00  
Refundable Cleaning/Security Deposit
  - › Auditorium/Kitchen-Additional Per Hour.....\$50.00
  - › Auditorium/Kitchen-4 Hours (non-resident) .....\$500.00+\$300.00  
Refundable Cleaning/Security Deposit
  - › Auditorium/Kitchen-Additional Per Hour (non-resident) .....\$100.00
  - › Staffing Fee ..... \$10/hour
- Athletic Fields:
  - › Field reservation
    - › Hours 1 to 50 ..... \$10/hour
    - › Hours 51 to 90 ..... \$5/hour
    - › Hours 91 to 1000 ..... \$1/hour
    - › Hours 1,001 and above .....\$0.50/hour
  - › Field Preparation Fee (Available Monday-Saturday) .....\$30.00
  - › Staffing (per employee, when  
requested).....\$10/Hour

Resident Recreation Programs:

- Youth Basketball:
  - › Kindergarten Coed Basketball .....\$40.00/Player
  - › Boys Grades 1-2 .....\$40.00/Player
  - › Boys Grades 3-9.....\$48.00/Player
  - › Girls Grades 1-9 .....\$48.00/Player
  - › Late Fee.....\$5.00 /Player
- Youth Baseball/Softball:
  - › Kickball (Pre-K) .....\$30.00/Player
  - › T-Ball (Kindergarten) .....\$40.00/Player

- Grades 1-3.....\$40.00/Player
  - Grades 4-9.....\$48.00/Player
  - Late Fee.....\$5.00/Player
- Football:
  - Flag..... \$40.00/Player
  - Tackle (Youth) .....\$115.00/Player
  - Late Fee.....\$5.00 /Player
- Adult Softball .....\$207.00/Team
- Adult Basketball.....\$363.00/Team
- Adult Volleyball, Indoor.....\$21.00 per person
- Refund Administration Fee (No Refund After First Game).....\$5.00
- Refund Administration Fee for Races (must apply before event).....\$10.00

- Snowshoe rental
  - Weekday Individual Rates (Monday-Friday)
    - Resident.....\$8.00/pair/day
    - Non-Resident .....\$10.00/pair/day
  - Weekend Individual Rates (Friday – Next Business Day)
    - Resident.....\$12.00/pair
    - Non-Resident .....\$15.00/pair
  - Group Rate (5 or more).....\$1 off/pair
- 5K Runs/Walks:
  - Pre-Registered.....\$20-\$25/Runner
  - Late and Day of Run Registration.....\$30-\$35/Runner
- Half Marathon:
  - Pre-Registration.....\$45.00/Runner
  - Late and Day of Run Registration.....\$55.00/Runner
- Youth Camps and Craft Programs:
  - Lil' Tykes & Special Needs Sports Camp.....\$35.00/Person
  - Day Camps .....\$50.00/Person
  - Arts Summer Camps.....\$80-\$120/Person
- Registration Services:
  - For Private Lessons/Clinics \$5/Per Person/Per Session/Clinic to NOC Plus the Instructor's Fee
- Non-resident Fee (Youth Baseball, Softball, Basketball, & Camps).....\$15.00 Additional

North Shore Aquatic Center:

- Daily Passes:
  - 3 and Under ..... Free w/swim diaper and plastic pants
  - 4 Years and Up, North Ogden Residents.....\$6.00
  - 4 Years and Up, non-resident.....\$6.50
  - Senior Citizens (55 and over) .....\$5.00
  - Military and Family.....\$3.50
  - Swim Check.....\$3.00
  - Last Hour of Open Swim.....\$4.00
  - Flick 'N' Float.....\$6.50
  - Flick 'N' Float (with season pass).....\$3.50

- › Swim diaper .....\$2.00
    - › Plastic pants .....\$3.00
  - Special Events:
    - › Double Dip Monday & Wednesdays (6-8pm) .....Two For the Price of One
  - Passes:
    - › Individual Season Pass.....70.00
    - › Individual Season Pass (purchased between Oct-Apr).....\$60.00
    - › Group rate passes (4 or More) .....60.00each
    - › Picnic Pass .....3.00
    - › 10 Punch Pass (Resident) .....50.00
    - › 10 Punch Pass (Non-Resident) .....55.00
    - › 30+ Group Discount.....\$4.00each
    - ›
  - Facility Rentals:
    - › 2 hour Facility Rental (200).....\$225.00
    - › 3 hour Facility Rental (200).....\$340.00
    - › 2 hour Facility Rental (400).....\$450.00
    - › 3 hour Facility Rental (400).....\$680.00
    - › 2 hour Facility Rental (600).....\$675.00
    - › 3 hour Facility Rental (600) .....\$ 1020.00
    - › 2 hour Facility Rental (800).....\$900.00
    - › 3 hour Facility Rental (800) ..... \$1225.00
    - › Deposit (Refundable).....\$50.00
  - Age Group Swimming (WHS) .....\$500.00/Month
  - Swim Lessons:
    - › Standard Group Lessons .....\$40.00/Resident
    - › Standard Group Lesson.....\$55.00/Non-Resident
  - Water Fitness Programs:
    - › Water Walking, Lap Swimming, Water Aerobics..... \$3.00 each time
    - › Land..... \$4.00 each time
  - Bowery Rentals:
    - › During Open Swim hours.....\$40.00/2 hours
- Cherry Days:
- Cherry Days Booth Rental
    - › Provide own canopy .....\$60.00
    - › We provide canopy .....\$100.00
    - › Electricity ..... \$15.00/outlet
    - › Late fee.....\$10.00
  - Cherry Days Parade Fee
    - › Entry fee .....\$20.00
    - › North Ogden business .....\$15.00
    - › Schools.....\$10.00
    - › Late fee.....\$10.00
  - Cherry Days Book Advertising
    - › Full Page-Color.....\$520.00
    - › Half Page-Color .....\$320.00
    - › Quarter Page-Color .....\$200.00
    - › Inside Cover.....\$700.00
    - › Outside Cover.....\$850.00

## POLICE DEPARTMENT

### Administration:

- Missionary Clearance Letter .....\$1.00
- Notary .....\$5.00
- Fingerprint, Resident .....\$5.00
- Fingerprint, Non-Resident .....\$10.00
- Incident Report .....\$10.00
- Video/Digital Police Record (per disk) .....\$25.00
- Color Photos per Photo .....\$1.00

### Chapter 10, Section 24 (Off-Road Vehicle Operation):

- First Offense .....\$25.00  
(First Offense-Juveniles up to 18 years of age who are attending school may go to Youth Court.)
- Second Offense .....\$50.00
- Third Offense .....\$100.00
- Subsequent Offenses – Determined by North Ogden Justice Court Judge ..... TBD

### Unspecified Criminal Infraction Penalty:

- 1<sup>st</sup> offense .....\$50.00
- Same offense, 2<sup>nd</sup> time .....\$100.00
- Same offense, 3<sup>rd</sup> time .....\$200.00

Unspecified Criminal Class B Misdemeanor Penalty.....\$100.00

Unspecified Criminal Class C Misdemeanor Penalty .....\$75.00

### Construction Noise Criminal Violation:

- 1<sup>st</sup> offense .....\$250.00
- Same individual, 2<sup>nd</sup> offense .....\$500.00
- Same individual, 3<sup>rd</sup> offense .....\$750.00

### Vehicle Towing Regulations

- The owner of any vehicle, trailer, recreational vehicle, or other personal item removed from the public Right-of-Way shall pay the actual fee charged to the company hired to remove the item (fee set by state statute) ..... TBD

### Animal Control Fines:

- Restraint – First Offense .....\$50.00
- Restraint – Second Offense .....\$100.00
- Restraint – Third Offense .....\$100.00
- Expired Dog License/unlicensed .....\$50.00
- Licensed Dog Not Wearing License.....\$25.00
- Public Nuisance (Barking Dog)..... \$50.00
- Public Nuisance (Barking Dog) – 2<sup>nd</sup> Offense..... \$100.00
- Unnecessary Punishment..... \$100.00
- Violation of Dog/Cat Limit.....\$25.00
- Animal Attacking Person/Animal.....\$100.00
- Animal Attacking Person/Animal – 2<sup>nd</sup> Offense.....\$100.00
- Animal in Park.....\$25.00
- Animal in Park – 2<sup>nd</sup> Offense.....\$50.00
- Vicious Dog  
Roaming.....\$100.00
- Expired Rabies Vaccination.....\$50.00
- Exotic Animals.....\$100.00
- Female Animal in Heat.....\$25.00

- Public Nuisance (Damage).....\$25.00
- Public Nuisance (Odors).....\$25.00
- Public Nuisance (Unsanitary).....\$25.00
- Public Nuisance (Defecates).....\$25.00
- Chases Vehicles or Persons.....\$25.00
- Chases Vehicles or Persons – 2<sup>nd</sup> Offense.....\$100.00
- Public Nuisance (Attack).....\$100.00
- Public Nuisance.....\$25.00

**Animal Impound Fees:**

- 1st Offense.....\$50.00
- 2nd Offense.....\$100.00
- 3rd Offense.....\$100.00
- Impound of a Dog, Per Day, After First Day.....\$12.00
- Relinquishing a Dog or Cat.....\$50.00
- Euthanasia.....\$40.00
- Transportation of Animals.....\$50.00
- Quarantined Animal.....\$120.00
- Disposal of Expired Cat or Dog .....\$12.00
- Livestock Impound.....\$150.00
- Livestock Transportation, Per Trip.....\$75.00
- Animal Trap Rental, Per Week .....\$0.00

**Animal Licenses (Per Year): Due March 1<sup>st</sup>.**

- Dog, Unneutered or Unspayed.....\$30.00
- Dog, Unneutered or Unspayed and Micro Chipped.....\$20.00
- Dog, Neutered or Spayed and Micro Chipped.....\$5.00
- Dog, Neutered or Spayed.....\$10.00
- New Dog, Part of Year (After July 1<sup>st</sup>) Unneutered or Unspayed.....\$15.00
- New Dog, Part of Year (After July 1<sup>st</sup>) Neutered or Spayed.....\$5.00
- Duplicate License and Transfer Tags (NOC only) .....\$2.00
- Dog, Late Fees.....\$15.00
- Fees are waived for dogs being used as guide dogs for the blind or hearing impaired and police service dogs.

**PUBLIC WORKS**

**Solid Waste:**

- Residential Dwelling, Resident, Per Month.....\$12.39
- Residential Dwelling, Non-Resident, Per Month.....\$21.61
- Each Extra Container, Resident, Per Month.....\$19.33
- Each Extra Container, Non-Resident, Per Month ..... \$37.33
- Non-Residential:
  - › 90-Gallon Dumpster, Once-a-Week Collection, Per Month.....\$16.49
- Garbage Can Replacement (90 Gallon) .....\$100.00

**Water**

- Single-Family and Multi-Family Dwellings, Per Unit, Base Fee for Resident.....\$16.02
  - › Per 1,000 Gallons of Usage, Up to 6,000 Gallons.....\$1.62
  - › Per 1,000 Gallons of Usage, from 6,001 Gallons to 12,000 Gallons.....\$2.62
  - › Per 1,000 Gallons of Usage, from 12,001 Gallons to 18,000 Gallons.....\$3.62





- If Meter Valve Lock Assembly is Damaged or Lost:
    - Property Owner Will Be Charged Per Lock Assembly .....\$20.00
- Fire Hydrant Meter Rental Fees \$900.00 Deposit is Required):
- Short Term Meter Rental and Equipment (1-3 days) .....\$20.00 Plus
    - Consumption Charged at Up to 15,000 Gallons .....\$50.00
    - 15,001 Gallons or Greater .....\$4.62/Per Thousand Gallons Used
  - Weekly Meter Rental and Equipment .....\$25.00 Plus
    - Consumption Charged at Up to 15,000 Gallons .....\$50.00
    - 15,001 Gallons or Greater .....\$4.62/Per Thousand Gallons Used
  - Fees for Lost, Broken or For Equipment Not Returned:
    - Hydrant Meter.....\$900.00
    - Hydrant Key.....\$35.00
    - Damaged or New.....\$1,200.00

Storm Water (9-6-1 of the North Ogden City Municipal Code):

- Single-Family Residential Parcel or Lot, Per Month .....\$12.10
- Multi-Family Residential Parcel or Lot, Per Month
  - First Unit on Property .....\$12.10
  - Each Additional Unit on Property .....\$7.58
- Commercial/Business
  - Per ERU.....\$7.17
- Institutional
  - Per ERU.....\$5.76

(ERU – Equivalent Residential Unit)

Central Weber Sewer:

- Residential Unit in City Limits, Per Month.....\$16.97
- Residential Unit Outside of City Limits, Per Month .....\$16.97
- Non-Residential Connection Based on Culinary Water Use, Per Month .....\$16.97
  - First 10,000 Gallons, Per 1,000 Gallons ..... \$1.60
  - 11,000 Gallons to 29,000 Gallons, Per 1,000 Gallons ..... \$.56
  - 30,000 Gallons, But Less Than 50,000 Gallons, Per 1,000 Gallon ..... \$.52
  - 50,000 Gallons, But Less Than 100,000 Gallons, Per 1,000 Gallon ..... \$.44
  - 100,000 Gallons or Greater, Per 1,000 Gallons ..... \$.42

Sanitary Sewer:

- Residential Unit in City Limits, Per Month.....\$9.93
- Residential Unit Outside of City Limits, Per Month .....\$17.78
- Non-Residential Connection .....\$9.93

Transportation Utility Fee:

- Per Utility Account .....\$3.00

Miscellaneous:

- Sandbags (Flood Control):
  - Burlap or Disposable Bags .....\$50

### IMPACT FEE SUMMARY

|                          | Single Family Residential<br>(1 ERU) | All Other Types of<br>Connections  |
|--------------------------|--------------------------------------|--|
| Storm Water              | \$1,474.40                           | \$0.527/sq. ft. of hard surface & roof area  |
| Water                    | \$3,312.29                           | \$2,235.79 per multi-family unit<br>All other types of connections based<br>water service line size.<br>1"=1.0 ERU<br>1¼"=1.6 ERU<br>1½"=2.2 ERU<br>2"=3.9 ERU<br>2½"=6.0 ERU<br>3"=8.5 ERU<br>4"=18.5 ERU<br>6"=41.4 ERU<br>8"=73.2 ERU |
| Sewer (North Ogden City) | \$546.00                             | \$368.55 per multi-family unit<br>All other types of connections<br>based on water service line<br>size.<br>1"=1.0 ERU<br>1¼"=1.6 ERU<br>1½"=2.2 ERU<br>2"=3.9 ERU<br>2½"=6.0 ERU<br>3"=8.5 ERU<br>4"=18.5 ERU<br>6"=41.4 ERU            |

|  |            |   |
|--|------------|---|
|  |            | 8"=73.2 ERU   |
| Sewer (Collected for Central Weber Sewer District)<br>Effective May 26, 2019 | \$2,464.00 | All other types of connections determined by CWSD   |
| Parks  | \$2,677.00 | \$1,601.00/ unit for multiple family units.<br>No charge for other properties.  |
| Transportation   | \$2,297.37 | \$1,604.78 per Multi Family Unit<br>\$888.06 per Senior Housing Unit<br><br>Fees for other uses are calculated using the Institute of Transportation Engineers (ITE) <i>Trip Generation</i> (9 <sup>th</sup> Edition) Handbook and the adopted impact fee calculation per trip generated of \$482.64. |
| Fire (Collected for North View Fire District)                                | \$293.43   | \$212.74 per multi-family/mobile home park unit<br>\$0.26 per sq. ft. commercial building<br>\$0.03 per sq. ft. industrial building<br>\$0.55 per sq. ft. institutional building  |

**NORTH OGDEN CITY STREET CUTS FEE  
APPLICATION FOR EXCAVATION PERMIT = \$50.00**

| Sq. feet of Road Cut | Cost of Cut | Excavation Permit Charges | Total Charge | New Road Cut Additional Fee | Total Charge |
|----------------------|-------------|---------------------------|--------------|-----------------------------|--------------|
| 10                   | \$69.00     | \$50.00                   | \$119.00     | \$500.00                    | \$619.00     |
| 20                   | \$100.00    | \$50.00                   | \$150.00     | \$500.00                    | \$650.00     |
| 30                   | \$113.00    | \$50.00                   | \$163.00     | \$500.00                    | \$663.00     |

|        |            |         |            |          |            |
|--------|------------|---------|------------|----------|------------|
| 40     | \$125.00   | \$50.00 | \$175.00   | \$500.00 | \$675.00   |
| 50     | \$138.00   | \$50.00 | \$188.00   | \$500.00 | \$688.00   |
| 60     | \$151.00   | \$50.00 | \$201.00   | \$500.00 | \$701.00   |
| 70     | \$163.00   | \$50.00 | \$213.00   | \$500.00 | \$713.00   |
| 80     | \$176.00   | \$50.00 | \$226.00   | \$500.00 | \$726.00   |
| 90     | \$188.00   | \$50.00 | \$238.00   | \$500.00 | \$738.00   |
| 100    | \$201.00   | \$50.00 | \$251.00   | \$500.00 | \$751.00   |
| 200    | \$326.00   | \$50.00 | \$376.00   | \$500.00 | \$876.00   |
| 300    | \$452.00   | \$50.00 | \$502.00   | \$500.00 | \$1,002.00 |
| 400    | \$577.00   | \$50.00 | \$627.00   | \$500.00 | \$1,127.00 |
| 500    | \$702.00   | \$50.00 | \$752.00   | \$500.00 | \$1,257.00 |
| 600    | \$828.00   | \$50.00 | \$878.00   | \$500.00 | \$1,378.00 |
| 700    | \$953.00   | \$50.00 | \$1,003.00 | \$500.00 | \$1,503.00 |
| 800    | \$1,079.00 | \$50.00 | \$1,129.00 | \$500.00 | \$1,629.00 |
| 900    | \$1,204.00 | \$50.00 | \$1,254.00 | \$500.00 | \$1,754.00 |
| 1,000  | \$1,330.00 | \$50.00 | \$1,380.00 | \$500.00 | \$1,880.00 |
| 2,000  | \$2,160.00 | \$50.00 | \$2,210.00 | \$500.00 | \$2,710.00 |
| 3,000  | \$2,992.00 | \$50.00 | \$3,042.00 | \$500.00 | \$3,542.00 |
| 4,000  | \$3,823.00 | \$50.00 | \$3,873.00 | \$500.00 | \$4,373.00 |
| 5,000  | \$4,054.00 | \$50.00 | \$4,104.00 | \$500.00 | \$4,604.00 |
| 6,000  | \$5,485.00 | \$50.00 | \$5,535.00 | \$500.00 | \$6,035.00 |
| 7,000  | \$6,316.00 | \$50.00 | \$6,366.00 | \$500.00 | \$6,866.00 |
| 8,000  | \$7,147.00 | \$50.00 | \$7,197.00 | \$500.00 | \$7,697.00 |
| 9,000  | \$7,978.00 | \$50.00 | \$8,028.00 | \$500.00 | \$8,528.00 |
| 10,000 | \$8,809.00 | \$50.00 | \$8,859.00 | \$500.00 | \$9,359.00 |

\* This schedule applies to rights of way 60 feet or less. On 66-foot rights-of-ways, fees will be 15% more. On 80 foot plus rights-of-way, fees will be 30% more. A new pavement cut fee of \$500.00 will be assessed for new and newly surfaced roads that are two (2) years old or less. Penalty for failure to obtain permit before excavation is \$100.00. Note: If in the opinion of the City Engineer and/or Public Works Director, undo degradation will occur to the road surface due to the street cut or cuts, patching of the road cut and a full street overlay may be required.

**PASSED AND ADOPTED THIS 28<sup>th</sup> day of July 2020**

**North Ogden City:**

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**Neal Berube, Mayor**

**CITY COUNCIL VOTE AS RECORDED:**

**Aye**

**Nay**

**Council Member Barker:**        \_\_\_\_\_

**Council Member Stoker:**        \_\_\_\_\_

**Council Member Swanson:**        \_\_\_\_\_

**Council Member Ekstrom:**        \_\_\_\_\_

**Council Member Cevering:**        \_\_\_\_\_

**(In the event of a tie vote of the Council):**

**Mayor Berube:**        \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**S. Annette Spendlove, MMC**  
**City Recorder**



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## NORTH OGDEN CITY STAFF REPORT

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TO: City Council  
FROM: Jonathan Call, North Ogden City Manager  
DATE: 7/23/2020  
RE: Engineering Agreements

North Ogden City has recently sent out a Request for Proposals for engineering services. The RFP was designed to allow for engineering services to be split into two categories. 1) ongoing regular engineering advisement and 2) project specific engineering services.

The selection committee is recommending that CRS Engineers be engaged to provide the ongoing engineering services and that a pool of six companies be allowed to bid on the individual project specific engineering services as project come up. The selection committee felt this was a good way to control costs and give specialist engineering companies a chance to bid on projects where their expertise would be valuable.

We have two agreements to propose, one is for CRS for the ongoing needs and the other is a generic contract that all six of the other companies would sign to participate in the program and then specific details of each project specific contract would come in the form of an approved work order when the engineering services were bid out for that specific project. The work order would be approved by the City Engineer, Public Works Director, and City Manager. If the cost of the engineering was more than \$25,000 then the Mayor would also provide an approval for the work order. All projects would have already been approved in the annual budget by the Council.

Staff recommends that these agreements be approved and the Mayor authorized to sign the individual agreements for each company as approved.

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into as to the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **NORTH OGDEN CITY**, hereinafter “City” and **CRS CONSULTING ENGINEERS INCORPORATED** hereinafter “Consultant”.

**WITNESETH:**

**WHEREAS**, City requested Request for Qualifications for Engineering Services from various engineering firms on March 31, 2020; and

**WHEREAS**, City received Proposals from engineering firms on April 30, 2020; and

**WHEREAS**, the City selected Consultants to be in a pool of engineering firms approved for various municipal projects; and

**NOW, THEREFORE**, in consideration for the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

**1. Performance of Services.** As a need arises, City agrees to engage Consultant, Consultant agrees to perform services set forth in EXHIBIT “A” and will provide the City with a specific scope of work, schedule, and fee on an individual Work Order basis. The City will review each proposal and if approved, a Work Order, including the scope of work, schedule and fee will be issued.

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**2. Time of Performance.** The services requested under this agreement will terminate following a 5 year period from the date of this executed agreement, unless otherwise provide for by amendment to this agreement, but not to exceed, one – two year extension, at the City’s discretion.

**3. Compensation.** The compensation for any work requested under this agreement shall be as specified in EXHIBIT “A” attached hereto. Compensation will not include charges for mileage or markups for work performed by Subconsultant. Said total shall constitute full payment for all services rendered and costs incurred by Consultant in performing this Agreement.

**4. Request for Payment.** Invoices for progress payment may be submitted to the City on a frequency not exceeding monthly. Invoice content shall, as a minimum, contain

the following: Reference to the associated Work Order, Work Order budget and percentage of budget complete. Work Order timeline and percentage of timeline complete, detailed breakdown of tasks, hourly rates and specific employees and dates worked on associated Work Order, remaining budget and remaining time approved on specific Work Order. The City agrees, within 10 days after receipt of each payment request, either to process the request or return it to the Consultant indicating the reason for refusing to approve payment. Once corrected and approved, the City agrees, within 30 days, the approved amount will be paid.

5. **Termination of Agreement for Cause.** If, through any cause, Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice of termination for cause, Consultant shall be entitled to receive only the pro-rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Determination of said satisfactory work shall be at the sole discretion of the City Engineer. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Agreement by Consultant, and City may withhold any payments to Consultant for the purpose of offset until such time as the exact amount damages due City from Consultant is determined.
6. **Termination for Convenience.** The City or Consultant may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, City shall pay Consultant for all work performed under any approved Work Order with ten (10) day after a final payment request is approved.
7. **Non-Assignability.** Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto.
8. **Interest of Consultant.** Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

9. **Insurance requirements.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by: Consultant, its agents, representative, employees. The cost of such insurance shall be included in the Consultant's bid. The amount of insurance shall not be less than:

- a. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Policy to include coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent consultant's liability (if applicable) written on an occurrence form.
- b. **Business Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for owner, non-owner and hired autos.
- c. **Workers Compensation and Employers Liability:** Workers compensation limits as required by the labor code of the State of Utah and employers' liability with limits on \$1,000,000 per accident. Workers Compensation shall be provided for all employees and principles. Consultant agrees to indemnify City for any workers compensation claims arises from work performed under this contract.
- d. **Professional Liability:** Including contractual liability, \$2,000,000 for damages arising out of any negligent act, error or omission by Consultant in the performance of this Agreement. If Consultant's coverage is written on a claims made basis, Consultant shall use Consultant's best efforts to maintain coverage for at least two years after performance is completed to ensure no change of the retroactive date on this insurance coverage.

Each insurance policy required by this Agreement shall contain the following clause:

*"This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City."*

Each insurance policy required by this Agreement in which North Ogden City is named as an additional insured shall contain the following clause:

*“It is agreed that any insurance or self-insurance maintained by North Ogden City, its elected and appointed official, employees, agents and volunteers shall be excess of Consultant’s insurance and shall not contribute with insurance provided by this policy.”*

Each insurance policy required by this Agreement, excepting policies for Workers’ Compensation and Professional Liability shall contain the following clause:

*“North Ogden City, its elected and appointed official, employees, agents and volunteers are to be named as additional insured’s as respect to operations and activities of, or on behalf of, the named insured as performed under Agreement with the City.”*

Insurance is to be place with insurers acceptable to and approve by the City. Consultant’s insurer must be authorized to do business in Utah at the time the contract is executed and throughout the time period the contract is maintained, unless otherwise agreed to in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by City as a material breach of contract.

The City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work commences.

The City reserves the rights to require complete, certified copies of all required insurance policies at any time.

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

In addition to the other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and with the time limits required, City may, at its option: a) obtain such insurance, deduct and retain the amount of premiums for such insurance from any sums due under the Agreement, b) order Consultant to stop work under this Agreement and/or withhold any payment(s) which become due to

Consultant until Consultant demonstrated compliance with requirements, c) terminate this Agreement, or d) other reasonable remedy.

Consultant shall furnish separate certificates and endorsements for each sub-consultant. All coverage for sub-consultants shall be subject to all the requirements stated herein.

**10. Indemnification.** Consultant agrees to indemnify and save harmless City and its elected officials, authorized agents, officers, employees, and volunteers from and against any and all claims, damage, demand, action costs and charges arising out of or by reason of Consultant's negligent performance or failure to perform this agreement.

**11. Attorney Fees.** In the event either party institutes litigation to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to and award of its reasonable attorney's fees and costs.

**12. Notice.** Any notice, or notices, required or permitted to be given pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: North Ogden City  
505 East 2600 North  
North Ogden, UT 84414

Consultant: CRS Consulting Engineers Incorporated  
4246 S. Riverboat Road  
Suite 200  
Salt Lake City, UT 84123

**13. Independent Consultant.** Consultant is independent of the City and shall perform all services to its own methods without being subject to the control of the City except as to the result obtained. The City shall not carry Worker's Compensation insurance or any health or accidental insurance to cover Consultant. The City shall not pay nor be responsible for any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Consultant, as an independent consultant, shall provide and be responsible for any and all Consultant, and its employees or agents, Worker's Compensation contributions, federal and

state withholding, etc. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits.

14. **When Rights and Remedies Not Waived.** In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of conditions or any default which may then exist, or while any such breach of default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.
15. **Integrated Document.** This Agreement embodies the entire agreement between City and Consultant for the scope of services and the terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.
16. **Compliance with Law.** Consultant shall comply with all laws, ordinances, regulation, rules, etc., of the federal, state and local governments in connections with the performance of this Agreement.
17. **Severability of Provisions.** If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to the terms and requirements of applicable law.
18. **Modifications.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.
19. **Governing Law.** This Agreement, its terms and conditions, shall be governed by Utah law.
20. **E-Verify.** Consultant agrees to comply with requirements of verifying all employees ~~whowhich~~ perform work under this contract are legally allowed to work in Utah by utilizing the E-Verify system as managed by the State of Utah.

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21. IN WITNESS WHEREOF, we have hereunto set our hands and seal at North Ogden City, Utah, on the day and year first above written:

**NORTH OGDEN CITY, Owner**

BY \_\_\_\_\_

**S. Neal Berube**

**Mayor**

**Attest:**

\_\_\_\_\_

**North Ogden City Recorder, Annette Spendlove**

**Approval as to form:**

\_\_\_\_\_

**City Attorney**

**CRS Consulting Engineers Incorporated**

**Consultant**

\_\_\_\_\_

**Authorized Representative**

\_\_\_\_\_

**Printed Name**

\_\_\_\_\_

**Title**

**Attest: If Corporation**

\_\_\_\_\_

Witness: if individual or partnership

EXHIBIT A

Part II

North Ogden City (City) will determine, in its sole discretion, when a need for work exists under this contract. City may have qualified more than one consultant for a particular type of work and City does not guarantee a specific quantity of work to any consultant either in terms of the number of projects or the value of projects. In some instances, City may determine that work which could be performed under this contract should be put out for separate bid or that a request for proposal will be issued to consultants in the pool. In that event, and if Consultant is awarded work, the work will be performed pursuant to such separate bid or request for proposal.

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Consultant Initials: \_\_\_\_\_ City Initials: \_\_\_\_\_



**PROFESSIONAL SERVICES AGREEMENT**

4246 S Riverboat Rd, Ste 200, Salt Lake City, Utah 84123  
PH 801-359-5565 / FX 801-359-4272

**NORTH OGDEN CITY** (“CLIENT”), HEREBY AUTHORIZES **CRS CONSULTING ENGINEERS, INCORPORATED** (“ENGINEER”), A UTAH CORPORATION, TO PROVIDE THE SERVICES DESCRIBED BELOW SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW.

|                               |                                       |                                     |  |                                      |  |
|-------------------------------|---------------------------------------|-------------------------------------|--|--------------------------------------|--|
| CLIENT is a(n):               |                                       | Individual <input type="checkbox"/> | Corporation <input checked="" type="checkbox"/>                              | Partnership <input type="checkbox"/> | Sole Proprietorship <input type="checkbox"/> |
| <b>A. CLIENT INFORMATION:</b> |                                       |                                     | <b>B. PROJECT DESCRIPTION:</b>   |                                      |  |
| <b>Client Name:</b>           | North Ogden City                      |                                     | <b>Project Name and Location:</b><br>North Ogden City – Engineering Services |                                      |  |
| <b>Representative:</b>        | Lorin Gardner                         |                                     | <b>Estimated Begin/End Dates:</b><br>July 14, 2020 / undetermined            |                                      |  |
| <b>Address:</b>               | 505 E 2600 N<br>North Ogden, UT 84414 |                                     | <b>CRS Project No.:</b> 2020-0125  |                                      |  |
| <b>Phone:</b>                 | 801-782-8111                          |                                     |  |                                      |  |

**C. ENGINEER’S SERVICES:**

ENGINEER shall provide the services set forth below or within the Scope of Services attached hereto and by this reference made a part hereof. Services not expressly set forth below or within attached Scope of Services or otherwise incidental to or implicit in those services, as determined solely by ENGINEER, are not a service of ENGINEER.

*Description of Services:* Engineering Services as per the Request for Qualifications dated March 30, 2020 and the proposal submitted by Consultant to the City dated April 30, 2020, attached hereto and marked Exhibit A.

North Ogden City (CLIENT) will determine, in its sole discretion, when a need for work exists under this contract. CLIENT reserves the right to request ENGINEER to submit proposal(s) for specific area(s) of the work under this contract. ENGINEER agrees that when request is made that ENGINEER will submit the requested proposal(s) in a timely manner. Such proposal shall include a detailed scope, schedule and fee.

*Schedule 1 Services:*

- Provide consultation to the City Council and Planning Commission as required,
- Serves as Project Engineer for Public Works projects, as requested,
- Serve as liaison with Federal, State, County and local jurisdictions,
- Prepare grant and other types of funding application,
- Manage federally funded projects,
- Prepare & update Master Plans, reports to State & Federal Agencies, projections, and evaluations as needed,
- Provide GIS assistance,
- Provides miscellaneous GIS, design, and drafting services to other departments as needed,
- Keep and maintain books, proper records, documents, and prepare reports required by State and Federal agencies related to City projects and infrastructure,
- Provide the City with updated files/folders and documents of assigned projects and/or contracted responsibilities on periodic basis,
- Perform other related duties as requested.

*The following services would be as needed for work deemed not significant to use Schedule 2 firms:*

- Design and prepare plans and contract documents for streets, water, sewer, storm drainage, parks, and other capital improvement projects for the City.

**D. COMPENSATION:**

ENGINEER shall be compensated as described in this paragraph D and within the Scope of Services attached hereto and by this reference made a part hereof, and Article 1 herein. CLIENT shall pay a **retainer fee of \$0.00 prior to commencement** of ENGINEER’S services. Said fee shall be applied to the final invoice for services provided hereunder. In the event there is

conflict between the compensation provision of this paragraph D and the Scope of Services, this paragraph D and Article 1 herein shall control.

*Services will be provided on a Time and Materials basis according the Fee Schedule(s) identified in Exhibit A with projected hours to identify total estimated cost.*

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HAVING READ, UNDERSTOOD AND AGREED TO THE FOREGOING, **AND THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF,** CLIENT AND ENGINEER, BY AND THROUGH THEIR AUTHORIZED REPRESENTATIVES, HAVE SUBSCRIBED THEIR NAMES HERETO EFFECTIVE THE LAST DATE APPEARING BELOW.

**NORTH OGDEN CITY**

**CRS CONSULTING ENGINEERS INCORPORATED**

---

Authorized Signature

---

Authorized Signature

*By (print):*

*By (print): John Bale*

*Title (print):*

*Title (print): Vice President*

*Date:*

*Date:*

## ARTICLE 1. COMPENSATION

- 1.1 Reimbursable Expenses. Reimbursable expenses include all expenditures made by or on behalf of ENGINEER in performing its services hereunder and in the interest of the project.
- 1.2 Payments. CLIENT will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Invoices shall reflect billing for work performed by ENGINEER during the month invoiced. Payment on an invoice is due upon receipt of the invoice by CLIENT. Payments via credit card will only be accepted for the specified amount including the processing fee of 3.50% incurred by ENGINEER from the credit card company. ENGINEER anticipates services will be performed during regular working hours and will not require overtime; if overtime hours or an accelerated work schedule is required, additional fees will be negotiated prior to performing these services. In the event of a dispute regarding an invoice, CLIENT shall pay all undisputed amounts as per this Article and disputed amounts shall be reserved for resolution.
- 1.3 Late Payment/Collection. ENGINEER may assess a carrying charge of 1.5 percent per month on progress payments not made within thirty (30) days of the date of invoice, which charge CLIENT warrants will be paid on demand. ENGINEER may, in its sole discretion and without notice, suspend or terminate its services under this Agreement should CLIENT not pay the amount invoiced within forty-five (45) days of the date of invoice. ENGINEER further reserves the right to withhold from CLIENT any instruments of ENGINEER's service, or copies thereof, developed for CLIENT under this Agreement pending payment on CLIENT's outstanding indebtedness. If it becomes necessary to refer the account to a collection agency CLIENT agree to pay all costs, not limited to, attorney's fees, court costs, costs of preparing documents for court and collection agency fees, whether incurred by filing a lawsuit or otherwise.
- 1.4 Estimates of Compensation. Estimates of ENGINEER'S compensation or fee where surveying services are to be provided only represent ENGINEER'S opinion given the then existing information and circumstances and are not binding upon ENGINEER. Actual compensation or fee for surveying services may vary substantially depending upon conditions beyond ENGINEER'S knowledge or control, including but not limited to adverse weather, lack of adequate monumentation or control, and/or site conditions.

## ARTICLE 2. SPECIAL TERMS AND CONDITIONS

- 2.1 Additional Services. Services not expressly or implicitly included with those herein specified, as determined by ENGINEER, are not covered by this Agreement. Such services may be provided only upon the execution of an amendment in compliance with this Agreement.
- 2.2 Construction Estimates. Estimates of construction cost, material quantities and construction time estimates provided by ENGINEER under this Agreement represent its opinion and are subject to change and are contingent upon factors over which ENGINEER has no control. ENGINEER makes no warranty, express or implied, as to the accuracy of such estimates.
- 2.3 Construction Services. Except as may be expressly provided by this Agreement, CLIENT recognizes that ENGINEER'S compensation for any services rendered during construction contemplates one (1) construction contract being let and construction completion within the time period set forth herein. Should the period for construction be exceeded through no fault of ENGINEER or more than one (1) construction contract be let, ENGINEER'S compensation shall be increased for services rendered in relation to such additional contract(s) or beyond said time period. ENGINEER is not responsible for the means, methods or sequences of construction nor for the safety of workers or others at the construction site. Construction review services are neither exhaustive nor continuous and consist of periodic visits to the project site intended only to determine whether construction is in general conformance with construction contract documents. ENGINEER is not responsible for the performance or non-performance of the construction contractor or its subcontractor(s).
- 2.4 Termination. This Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the party initiating the termination. This Agreement may be terminated by CLIENT upon seven (7) days written notice to ENGINEER in the event that the Project is permanently abandoned. If this Agreement is terminated through no fault of the ENGINEER, CLIENT shall pay ENGINEER for services performed and Reimbursable Expenses incurred in accordance with this Agreement and, upon request, a Termination Adjustment equaling fifteen percent (15%) of the estimated fee remaining to be earned at the time of termination to account for ENGINEER'S rescheduling adjustments, reassignment of personnel and related costs incurred due to termination. If this Agreement is terminated by CLIENT for cause, CLIENT shall pay ENGINEER for services performed and Reimbursable Expenses incurred in accordance with this Agreement.
- 2.5 Representatives. ENGINEER and CLIENT shall designate in writing a person authorized to act as their Representative. Said Representative shall receive and examine documents submitted by the other party and shall interpret and define policies and render decisions and authorizations promptly to prevent unreasonable delay in the progress of the Project.
- 2.6 Prohibition Against Hiring. During the term of this agreement and for three years after any termination of the Agreement ENGINEER and CLIENT shall be prohibited from hiring or otherwise retaining, in any capacity, each other's personnel without prior written consent. This applies to employees and others under contract at any level.
- 2.7 Limitation of Liability. CLIENT agrees to limit the liability of ENGINEER and ENGINEER'S consultants, employees and agents to CLIENT and to all contractors, subcontractors and to all other persons which may arise from or be due directly or indirectly to any strict liability, breach of contract or other duty and/or any professional or other negligent act, error and/or omission of ENGINEER and/or ENGINEER'S consultants, employees or agents in connection with the performance of services for this Project, such that the total aggregate liability of ENGINEER and ENGINEER'S consultants, employees and agents to those named shall not exceed the total contract value or One Hundred Thousand Dollars (\$100,000.00), whichever is the lesser total amount. For the purposes of computing the total aggregate liability to be limited hereunder, the total aggregate liability shall include the attorneys' fees and costs of litigation reasonably incurred by ENGINEER and ENGINEER'S consultants, employees and agents in the defense of such claims. Said limit of liability may be increased prior to the execution of this Agreement up to the maximum amount of the liability limits of the professional liability insurance policies maintained by ENGINEER's then effective professional liability insurance limits upon CLIENT'S written request and payment of an additional fee as agreed upon by both parties.

- 2.8 Ownership of Documents and Intellectual Property. All documents, drawings and specifications, including digital format files ("Deliverables"), prepared by ENGINEER and furnished to the CLIENT as part of the Services shall become the property of the CLIENT. However, any use of the Deliverables by the CLIENT for a purpose other than its originally intended purpose without written verification and/or adaptation by the ENGINEER (as negotiated between the two parties) will be at the CLIENT'S sole risk and without liability or legal exposure to ENGINEER. ENGINEER shall retain its ownership rights in its intellectual property, including design, drawing details, specifications, data bases, computer software, concepts, know-how, techniques and other proprietary property that is developed, utilized or improved in the performance of the Services.
- 2.9 CLIENT Information. ENGINEER and ENGINEER'S consultants shall have the right to rely on any and all information supplied to ENGINEER or ENGINEER'S consultants by or through CLIENT, and shall not have a duty to verify the accuracy of such information unless otherwise expressly agreed herein. CLIENT shall disclose information or knowledge of hazardous materials on the project site. CLIENT shall hold harmless, indemnify and defend ENGINEER and ENGINEER'S consultants, employees and agents from and against any claims and/or liability related, directly or indirectly, to ENGINEER'S or ENGINEER'S consultant's use of or reliance upon any such information.
- 2.10 Record Drawings. Any Record Drawings called for herein will be developed based upon bid specifications and plans as modified by actual construction. Information related to such modifications may be provided by others, including the Construction Contractor, who is to document such modifications as part of its performance. ENGINEER may rely upon such information and is not responsible for the accuracy of such information as it affects the Record Drawings. Record Drawings serve to document substantial alterations between bid plans and actual construction and do not document minor alterations or differences.
- 2.11 Site Access. CLIENT shall secure rights of access for ENGINEER to all property reasonably necessary to the performance of ENGINEER'S services.
- 2.12 Subpoenas and testimony. If ENGINEER is required by provisions of law or by court order, including if a third-party subpoenas ENGINEER'S records or requires ENGINEER to testify concerning work or services performed or which ENGINEER has performed for CLIENT, ENGINEER will consult with CLIENT to determine whether CLIENT intends to assert any objections or privileges (to the extent CLIENT may properly do so). CLIENT hereby agrees to pay ENGINEER for ENGINEER'S time and expenses reasonably incurred, and at the then prevailing rates, in relation to any such demand or obligation, including but not limited to, time and expenses for searching and copying records, reviewing documents, consulting with legal counsel, designating privileged documents, asserting objections, appearing at depositions or hearings or trials, litigating issues raised by such request(s), and for ENGINEER'S actual attorney's fees and costs incurred relating to these obligations and services.
- 2.13 Review. Pursuant to the scope of Services described herein, ENGINEER shall perform the Services, which may include ENGINEER'S preparation of design documents, all of which will be subject to CLIENT'S review and approval, which will not be unreasonably withheld, and all of which ENGINEER shall perform and prepare within the fee terms described herein. If the Client requests and if same is within the scope of Services, ENGINEER shall make CLIENT'S requested revisions to the Services and/or design documents, without additional compensation to ENGINEER, such that ENGINEER performs the Services and prepares the design documents in accordance with this Agreement.

## ARTICLE 3. GENERAL TERMS AND CONDITIONS

- 3.1 Applicable Law. This Agreement shall be interpreted and enforced in and according to the laws of the State of Utah.
- 3.2 Assignment; Subcontracting. Neither CLIENT nor ENGINEER shall assign its interest in this Agreement without the written consent of the other, except that ENGINEER may subcontract any portion of its services without such consent. CLIENT is primarily responsible for the compensation of any person(s) providing such subcontracted services and such person(s) shall have a right of action directly against CLIENT for CLIENT'S nonpayment. This Agreement shall be binding upon and inure to the benefit of the successors, assigns or any other transferees of the signatories hereto. Except as expressly provided in this paragraph, no rights or benefits are conferred to third parties by this Agreement.
- 3.3 Force Majeure. Any delay or default in the performance of any obligation of either party under this Agreement resulting from any cause(s) (excluding financial inability) beyond said party's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligation of said party as long as performance is delayed or prevented thereby.
- 3.4 Attorney's Fees. In the event of CLIENT'S default, CLIENT shall pay all costs incurred by ENGINEER as a result of said default, including reasonable attorney's fees, whether incurred through initiation of legal proceedings or otherwise.
- 3.5 Severability; Waiver. In the event any term, condition or other provision(s) or any portion thereof of this Agreement is held to be unenforceable, the remaining provisions or portions shall remain valid and binding upon the parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
- 3.6 Amendments; Merger. This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. This Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral.

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**NORTH OGDEN CITY  
STAFF REPORT**

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**TO:** CITY COUNCIL  
**FROM:** EVAN NELSON, FINANCE DIRECTOR  
**SUBJECT:** SELECTION OF AN AUDITING FIRM

**DATE:** 7/28/2020

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The City issued a request for proposals (RFP) for auditing services and received proposals from five qualified firms. A small committee of elected officials and staff reviewed the proposals. The proposing firms were quite comparable in qualifications and experience. The committee felt that any of the firms could provide the needed service. Because of this, the proposed fee became the primary factor in selecting a firm. Keddington and Christensen CPAs proposed the lowest fee in the amount of \$9,125 per year. The term for this engagement is six fiscal years, including Fiscal Years 2020 through 2025. The committee recommends that the Council approve the attached engagement letter for Keddington and Christensen to perform audit services for the City. A summary of the proposed fees from the five firms is provided below. For your information, a single audit is only required for years in which the City receives more than \$750,000 in federal funding.

|                                     | <b>Cost</b> | <b>6-year Cost</b> | <b>Single Audit</b> |
|-------------------------------------|-------------|--------------------|---------------------|
| <b>Child Richards</b>               | \$ 14,600   | \$ 87,600          | \$ 4,000            |
| <b>Davis &amp; Bott</b>             | \$ 15,000   | \$ 97,500          | \$ 3,500            |
| <b>Gilbert &amp; Stewart</b>        | \$ 11,000   | \$ 66,000          | \$ 3,500            |
| <b>Keddington &amp; Christensen</b> | \$ 9,125    | \$ 54,750          | \$ 2,500            |
| <b>Ulrich</b>                       | \$ 12,900   | \$ 83,465          | \$ 5,000            |





KEDDINGTON & CHRISTENSEN, CPAS

CERTIFIED PUBLIC ACCOUNTANTS

Gary K. Keddington, CPA  
Phyl R. Warnock, CPA  
Marcus K. Arbuckle, CPA  
Steven M. Rowley, CPA

July 22, 2020

North Ogden City Corporation  
505 E. 2600 N.  
North Ogden, Utah 84414

We are pleased to confirm our understanding of the services we are to provide North Ogden City (the City) for the years ended June 30, 2020 and each subsequent year end through June 30, 2025. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements North Ogden City as of and for the year ended June 30, 2020 and each subsequent year end through June 30, 2025. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement North Ogden City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to North Ogden City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of the Proportionate Share of Net Pension Liability – URS
3. Schedule of Contributions – URS
4. Notes to RSI
5. Budgetary Comparison – Major Governmental Funds

We have also been engaged to report on supplementary information other than RSI that accompanies North Ogden City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining and Individual Nonmajor Fund Financial Statements
2. Combining and Individual Internal Service Funds Financial Statements

Telephone (801) 590-2600  
Fax (801) 265-9405

1455 West 2200 North, Suite 201  
Salt Lake City, Utah 84119

## **Audit objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of North Ogden City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

## **Audit Procedures-General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures-Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of North Ogden City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Our audit will include procedures that are required by the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor, concerning compliance with State fiscal laws identified by the State Auditor. We use the audit programs of the *State Compliance Audit Guide* to perform our audit procedures. We will issue an opinion on applicable State fiscal laws and compliance requirements, and identify any weaknesses in internal control or instances of non-compliance that we discover.

## Management Responsibilities

Management is responsible for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to

us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

#### **Audit Administration, Fees and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to North Ogden City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Keddington & Christensen, LLC, and

constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to certain governmental agencies or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Keddington & Christensen, LLC, personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other government agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency for the audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on October 5, 2020 and to issue our reports no later than December 30, 2020. Marcus Arbuckle is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Keddington & Christensen agrees to abide by the City's requirements of the request for proposal for financial audit services and agrees to fulfil this engagement as outlined in Keddington & Christensen's proposal.

Our fee for these services for the year ended **June 30, 2020** and each subsequent year end through June 30, 2025 will be **\$9,125 each year, with an additional \$2,500 for the Single Audit, each year required**. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if the City's account becomes overdue and may not be resumed until the City's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

This engagement does not include responding to inquiries by any governmental or regulatory agency or authority related to the financial statements or other documents that are associated with this engagement. If the City requires assistance with any inquiries related to the aforementioned reports or documents, we would be pleased to assist the City under the terms of a separate engagement.

If during the course of our engagement we encounter circumstances which we believe may create a conflict of interest or conflict with the ethical standards of our profession, we will inform the City of our concerns. If these concerns cannot be adequately addressed to our satisfaction, or we are compelled to do so by the professional standards of our profession, we may withdraw from the engagement with a written notice.

We appreciate the opportunity to be of service to North Ogden City and believe this letter accurately summarizes the significant terms of our engagement. Please date and sign the enclosed copy of this letter and return it to us to acknowledge your agreement with the terms of this engagement. If you have any questions, please let us know.

Very truly yours,

*Keddington & Christensen, LLC*

RESPONSE:

This letter correctly sets forth the understanding of North Ogden City.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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