



**CITY COUNCIL MEETING AGENDA
FEBRUARY 22, 2022 AT 6:00 PM**

THERE WILL BE NO IN-PERSON ATTENDANCE, TO ATTEND PLEASE FOLLOW INFORMATION BELOW:

Click the link below to join the webinar: <https://us02web.zoom.us/j/81283895428> Webinar ID: 812 8389 5428
Or Telephone Dial: 1 346 248 7799 or 1 669 900 9128 or 1 253 215 8782 or 1 312 626 6799
YouTube: <https://www.youtube.com/channel/UCriqbePBxTucXEzRr6fclhQ/videos>

Welcome: Mayor Berube

Invocation & Pledge of Allegiance: Council Member Swanson

CONSENT AGENDA

1. Call for conflict of interest disclosure
2. Discussion and/or action on conditional acceptance of Northview Estates Phase 6 Subdivision
Presenter: Dylan Hill, Public Works Inspector
3. Discussion and/or action on conditional acceptance of Northview Estates Phase 7 Subdivision
Presenter: Dylan Hill, Public Works Inspector
4. Discussion and/or action on conditional acceptance of White Rock Phase 1 Subdivision
Presenter: Dylan Hill, Public Works Inspector
5. Discussion and/or action to consider January 4, 2022, City Council meeting minutes

ACTIVE AGENDA

6. Public Comments
7. Discussion and/or action to consider a petition of Annexation for property located at approximately 3525 North 100 West
Presenter: Susan Nance, City Recorder
8. Discussion and/or action to consider a Fiber Franchise Agreement
Presenter: Jon Call, City Manager/Attorney
9. Discussion and/or action to consider a Resolution related to mailbox replacement
Presenter: Jon Call, City Manager/Attorney
10. Discussion and/or action to consider a Resolution to destroy, donate, or appropriate unclaimed personal property for public interest use
Presenter: Jon Call, City Manager/Attorney
11. Discussion on deferral agreements and variances
Presenter: Jon Call, City Manager/Attorney
12. Continued discussion on City vision and goals
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 the City Recorder at 801-782-7211 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 17th of February 2022 at North Ogden City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, and at <http://www.northogdencity.com>. The 2022 meeting schedule was also provided to the Standard Examiner on December 16, 2021. Susan L. Nance, CMC, City Recorder

13. Council Department Reports:
 - a. Council Member Barker – Parks and Recreation
 - b. Council Member Dalpiaz – Building and Planning
 - c. Council Member Swanson – Finance
 14. Public Comments
 15. Mayor/Council/Staff Comments
 16. 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
STAFF REPORT**

TO: NORTH OGDEN CITY COUNCIL

FROM: DYLAN HILL

PUBLIC WORKS INSPECTOR

DATE: 02/10/2022

I HAVE COMPLETED THE CONDITIONAL INSPECTION ON NORTHVIEW ESTATES PHASE 6. THEY ARE UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$394,004.40 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$118,713.58 THAT SHALL REMAIN WITH THE EXCROW AGENT THROUGH THE ONE YEAR PERIOD AFTER CONDITIONAL ACCEPTANCE BY CITY COUNCIL.



NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner
City Engineer
lgardner@nogden.org

Northveiw Estates Subdivision - Phase 6 01-09-2018 revised 1/29/2018 SUMMARY		
	Original Total	Remaining
Grading and Paving		
Site Excavation & Grading	\$75,000.00	\$0.00
Concrete Curb 7 Gutter w/base	\$59,430.00	\$0.00
4' Wide X 4" thick concrete sidewalk	\$50,700.00	\$50,700.00
Untreated Base Course (9" thick)	\$90,324.00	\$0.00
Hot Mix Asphalt (3" thick)	\$112,581.60	\$112,581.60
Type III Slurry Seal Coat	\$18,455.40	\$18,455.40
6" thick concrete Drive Approach	\$1,000.00	\$1,000.00
Access Roadway (8" thick UTBC)	\$7,200.00	\$0.00
10' wide Utility Access Road (3" HMA/8" UTBC)	\$2,633.50	\$2,633.50
Pedestrian Ramp	\$7,600.00	\$7,600.00
Temporary Turnaround	\$15,000.00	\$15,000.00
Re-seed disturbed areas (5.87 ac.)	\$25,569.72	\$25,569.72
SUBTOTAL	\$465,494.22	\$233,540.22
Culinary Water System		
10" C900 DR14 PVC Pipe	\$15,470.00	\$0.00
8" C900 DR14 PVC Pipe	\$35,090.00	\$0.00
Water Service Laterals (Single)	\$2,000.00	\$0.00
Water Service Laterals (Double)	\$14,300.00	\$0.00
10" DI Gate Valves	\$4,400.00	\$0.00
8" DI Gate Valves	\$9,000.00	\$0.00
8" x 8" Tee	\$1,200.00	\$0.00
10" x 8" Cross	\$1,600.00	\$0.00

10' Bend	\$2,000.00	\$0.00
8" Bend	\$3,200.00	\$0.00
Fire Hydrant Assembly	\$15,200.00	\$0.00
Raise and Collar Valve	\$3,300.00	\$3,300.00
Connect to Existing Waterline	\$1,600.00	\$0.00
2" Blowoff	\$3,600.00	\$0.00
PRV Station - Complete	\$75,000.00	\$0.00
Temporary Pulugs and Testing	\$1,000.00	\$0.00
SUBTOTAL	\$187,960.00	\$3,300.00
Pineview Secondary Water System		
8" C900 DR18 PVC Pipe	\$21,600.00	\$0.00
16" Bend	\$9,000.00	\$0.00
Air Vac	\$2,500.00	\$0.00
Pineview Connection to Existing	\$2,000.00	\$0.00
SUBTOTAL	\$35,100.00	\$0.00
Secondary Water System		
8" C-900 Water Pipe	\$35,700.00	\$0.00
4" C-900 Water Pipe	\$6,960.00	\$0.00
Double Service	\$9,000.00	\$0.00
Single Service	\$6,400.00	\$0.00
8" x 8" Cross	\$1,500.00	\$0.00
8" x 8" Tee	\$1,200.00	\$0.00
8" Gate Valve	\$7,200.00	\$0.00
4" Gate Valve	\$900.00	\$0.00
8" Bend	\$4,000.00	\$0.00
4" Bend	\$300.00	\$0.00
8" x 4" Reducer	\$800.00	\$0.00
Raise and Collar Valve	\$1,500.00	\$1,500.00
Connect to Existing Waterline	\$800.00	\$0.00
2" Drain Connection	\$500.00	\$0.00
2" Blowoff	\$3,600.00	\$0.00
Temporary Plugs and Testing	\$800.00	\$0.00
Gravel Drain Sump	\$500.00	\$0.00
SUBTOTAL	\$81,660.00	\$1,500.00

Sanitary Sewer System		
8" SDR 35 PVC Pipe	\$51,376.00	\$0.00
Connect to Existing Sewer	\$3,600.00	\$0.00
4' Dia. Manhole	\$25,000.00	\$0.00
5' Dia. Manhole	\$3,000.00	\$0.00
4" Dia. Sewer Lateral	\$26,000.00	\$0.00
Rainse and Collar Manhole Lid	\$4,800.00	\$4,800.00
8" Plug	\$500.00	\$0.00
Clean and Video Inpsect	\$3,000.00	\$0.00
SUBTOTAL	\$117,276.00	\$4,800.00
Storm Drain Facilities		
36" Dia. Concrete Pipe	\$20,930.00	\$0.00
30" Dia. Concrete Pipe	\$27,200.00	\$0.00
24" Dia. Concrete Pipe	\$10,850.00	\$0.00
18" Dia. Concrete Pipe	\$280.00	\$0.00
15" Dia. Concrete Pipe	\$16,380.00	\$0.00
6' Dia. Manholes	\$5,600.00	\$0.00
Catch Basin	\$18,000.00	\$0.00
Double Catch Basin	\$11,400.00	\$0.00
Combo Box	\$4,500.00	\$0.00
15" Flared End w/Trash Grate	\$500.00	\$0.00
24" Flared End	\$800.00	\$0.00
36" Flared End	\$3,600.00	\$0.00
Raise and Collar Manhole Lid	\$800.00	\$800.00
Inlet/Outlet Structure	\$6,000.00	\$6,000.00
Headwall with Trash Rack for 36" Inlet	\$1,300.00	\$0.00
Temporary Ditch/Drainage Swale	\$3,270.00	\$0.00
Infiltration Swale	\$3,240.00	\$0.00
Emergency Overflow	\$1,925.00	\$0.00
Detention Basin Rock	\$46,500.00	\$0.00
Re-Seed Detention Pond	\$5,880.60	\$5,880.60
Clean and Video Inspect	\$3,500.00	\$0.00
SUBTOTAL	\$192,455.60	\$12,680.60

Land Drain System		
8" PVC Pipe	\$36,720.00	\$0.00
Land Drain Laterals	\$12,000.00	\$0.00
4' Dia. Manhole	\$18,400.00	\$0.00
5' Dia. Junct. Manholes	\$5,600.00	\$0.00
Raise and Collar Manhole Lid	\$4,000.00	\$0.00
Connect to Existing Land Drain	\$500.00	\$0.00
Clean and Video Inspect	\$3,000.00	\$0.00
SUBTOTAL	\$80,220.00	\$0.00
Misc., Lighting, Street Sign and Monument		
Street Signs	\$1,200.00	\$1,200.00
Street Lights	\$6,000.00	\$6,000.00
Street Survey Monuments	\$1,200.00	\$1,200.00
Chain Link Fence w/12' Wide Gate	\$11,070.00	\$11,070.00
SWPPP	\$7,500.00	\$0.00
SUBTOTAL	\$26,970.00	\$19,470.00
TOTALs	\$1,187,135.82	\$275,290.82
10% GUARANTEE		\$118,713.58
TOTAL ESCROW AMOUNT		\$394,004.40

SUBDIVISION COST ESTIMATE APPROVAL


 Lorin Gardner
 City Engineer

1/29/2018
 Date

**NORTH OGDEN CITY
STAFF REPORT**

TO: NORTH OGDEN CITY COUNCIL

FROM: DYLAN HILL

PUBLIC WORKS INSPECTOR

DATE: 02/10/2022

I HAVE COMPLETED THE CONDITIONAL INSPECTION ON NORTHVIEW ESTATES PHASE 7. THEY ARE UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$444,244.83 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$112,790.63 THAT SHALL REMAIN WITH THE EXCROW AGENT THROUGH THE ONE YEAR PERIOD AFTER CONDITIONAL ACCEPTANCE BY CITY COUNCIL.

NORTHVIEW ESTATES SUBDIVISION, PHASE 7

A PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 WEST, S.L.B. & M.

NORTH OGDEN CITY, WEBER COUNTY, UTAH

JUNE 2020

BASIS OF BEARINGS:

NORTH 01°23'52" EAST 2630.39 FEET BETWEEN THE
SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF
SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE
BASE AND MERIDIAN.

SCALE: 1" = 60'

LEGEND

- PHASE BOUNDARY LINE
- LOT LINE
- 10" WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT UNLESS OTHERWISE SPECIFIED
- EXISTING PROPERTY LINES
- CENTER LINE
- FOUND SECTION CORNER
- STREET MONUMENT TO BE SET
- FOUND STREET MONUMENT
- FOUND REBAR AND OR CAP PROPERTY MARKER
- FOUND NAIL PROPERTY MARKER
- REBAR AND CAP TO BE SET

WASATCH CIVIL
LS 6541909

ALL BEARINGS AND DISTANCES SHOWN ON THE PLAN HAVE BEEN
ROTATED TO MATCH UTAH STATE PLANE NAD 1927 GRID BEARINGS
AS ESTABLISHED AND MAINTAINED BY THE WEBER COUNTY
SURVEYOR'S OFFICE. THIS ROTATION IS CLOCKWISE 00°54'49" FROM
THE BASIS OF BEARINGS SHOWN ON PEBBLE BEACH OF THE GREAT
LAKE BONNEVILLE PHASE 4 AND 5. THIS BASIS OF BEARINGS
MATCHES THAT OF NORTHVIEW ESTATE SUBDIVISION PHASE 6.

SURVEYORS CERTIFICATE

I, MATTHEW ABRAM MURDOCK, A LICENSED PROFESSIONAL LAND
SURVEYOR, AS PRESCRIBED BY THE LAWS OF THE STATE OF
UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, AND HOLDING
LICENSE NUMBER 6541909, DO HEREBY CERTIFY THAT A SURVEY
OF THIS PLAT OF NORTHVIEW ESTATES SUBDIVISION, PHASE 7 IN
NORTH OGDEN CITY, WEBER COUNTY, UTAH HAS BEEN MADE BY
ME OR UNDER MY DIRECTION IN ACCORDANCE WITH SECTION
17-23-17 AND HAS BEEN CORRECTLY DRAWN TO THE DESIGNATED
SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE
FOLLOWING DESCRIPTION OF LANDS INCLUDED IN SAID
SUBDIVISION BASED ON DATA COMPILED FROM THE RECORDS IN
THE WEBER COUNTY RECORDERS OFFICE AND OF A SURVEY
MADE ON THE GROUND.

SIGNED THIS 29th DAY OF September, 2020

MATTHEW ABRAM MURDOCK, P.L.S.

BOUNDARY DESCRIPTION

A PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 7 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF PEBBLE BEACH OF
THE GREAT LAKE BONNEVILLE PHASE 4 AS RECORDED IN BOOK 40 AT
PAGE 76 IN THE WEBER COUNTY RECORDER'S OFFICE WHICH POINT IS
NORTH 01°23'52" EAST 2592.66 FEET, AND NORTH 89°46'23" WEST 8.84
FEET FROM THE SOUTHEAST CORNER OF SECTION 20, (BASIS OF
BEARINGS IS NORTH 01°23'52" EAST 2630.39 FEET BETWEEN THE
SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF SAID
SECTION 20); RUNNING THENCE THE FOLLOWING FOUR (4) COURSES
AND DISTANCES ALONG THE NORTH LINE OF SAID PEBBLE BEACH OF
THE GREAT LAKE BONNEVILLE PHASE 4: (1) NORTH 89°46'23" WEST 93.88
FEET; (2) SOUTH 81°30'10" WEST 208.91 FEET; (3) SOUTH 70°41'00" WEST
104.04 FEET; (4) SOUTH 59°02'19" EAST 202.17 FEET; THENCE THE
FOLLOWING TEN (10) COURSES AND DISTANCES ALONG THE EAST LINE
OF SAID PHASE 4 AND EAST LINE OF PEBBLE BEACH OF THE GREAT
LAKE BONNEVILLE PHASE 5 AS RECORDED IN BOOK 41 AT PAGE 46
AND THE EAST LINE OF NORTHVIEW ESTATES SUBDIVISION PHASE 6 AS
RECORDED IN BOOK 83 AT PAGE 002 IN THE WEBER COUNTY
RECORDER'S OFFICE: (1) NORTH 30°57'41" WEST 185.00 FEET; (2)
SOUTH 89°02'19" WEST 11.98 FEET; (3) NORTH 30°57'41" WEST 250.01
FEET; (4) NORTH 89°02'19" EAST 26.00 FEET; (5) NORTH 30°57'41" WEST
155.25 FEET; (6) NORTH 59°02'19" EAST 16.18 FEET; (7) NORTH 31°24'51"
WEST 348.78 FEET; (8) NORTH 27°32'45" WEST 80.50 FEET; (9) NORTH
02°47'56" WEST 84.32 FEET; (10) NORTH 88°54'01" WEST 22.22 FEET;
THENCE THE FOLLOWING ELEVEN (11) COURSES AND DISTANCE: (1)
NORTH 01°05'59" EAST 90.15 FEET; (2) SOUTH 89°13'25" EAST 106.85
FEET; (3) SOUTH 63°58'34" EAST 67.67 FEET; (4) NORTH 85°58'37" EAST
109.35 FEET; (5) SOUTH 21°05'47" EAST 102.15 FEET; (6) NORTH 69°59'13"
EAST 116.46 FEET; (7) NORTH 72°50'07" EAST 116.10 FEET; (8) NORTH
78°40'22" EAST 116.10 FEET; (9) NORTH 84°30'27" EAST 115.99 FEET; (10)
SOUTH 89°58'59" EAST 115.37 FEET; (11) SOUTH 88°36'38" EAST 224.94
FEET TO THE WEST LINE OF PARCEL RECORDED IN ENTRY NO. 1449655
IN THE WEBER COUNTY RECORDER'S OFFICE; THENCE THE FOLLOWING
TWO (2) COURSES AND DISTANCES ALONG SAID WEST LINE: (1) SOUTH
01°23'52" WEST 84.62 FEET ALONG THE WEST LINE OF SAID PARCEL;
(2) SOUTH 00°30'17" WEST 38.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 808,832 SQUARE FEET OR 18.568 ACRES MORE OR LESS AND
50 LOTS

OWNERS DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF
LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS
AND STREETS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT
NORTHVIEW ESTATES SUBDIVISION, PHASE 7, AND HEREBY DEDICATE
AND GRANT AND CONVEY TO NORTH OGDEN CITY, THOSE PARTS OR
PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS THE
SAME TO BE USED FOR PUBLIC THOROUGHFARES FOREVER, AND
ALSO DEDICATE, GRANT AND CONVEY TO NORTH OGDEN CITY,
WEBER COUNTY, UTAH, ALL PARTS OR PORTIONS OF SAID TRACTS
OF LAND DESIGNATED AS STREETS AND EASEMENTS, THE SAME TO
BE USED FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN
HEREON, THE SAME TO BE USED FOR THE INSTALLATION,
MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES
AND DRAINAGE, AS MAY BE AUTHORIZED BY NORTH OGDEN CITY.

SIGNED THIS 14th DAY OF October, 2020

VALEO MANAGEMENT CORPORATION

CORPORATE ACKNOWLEDGMENT

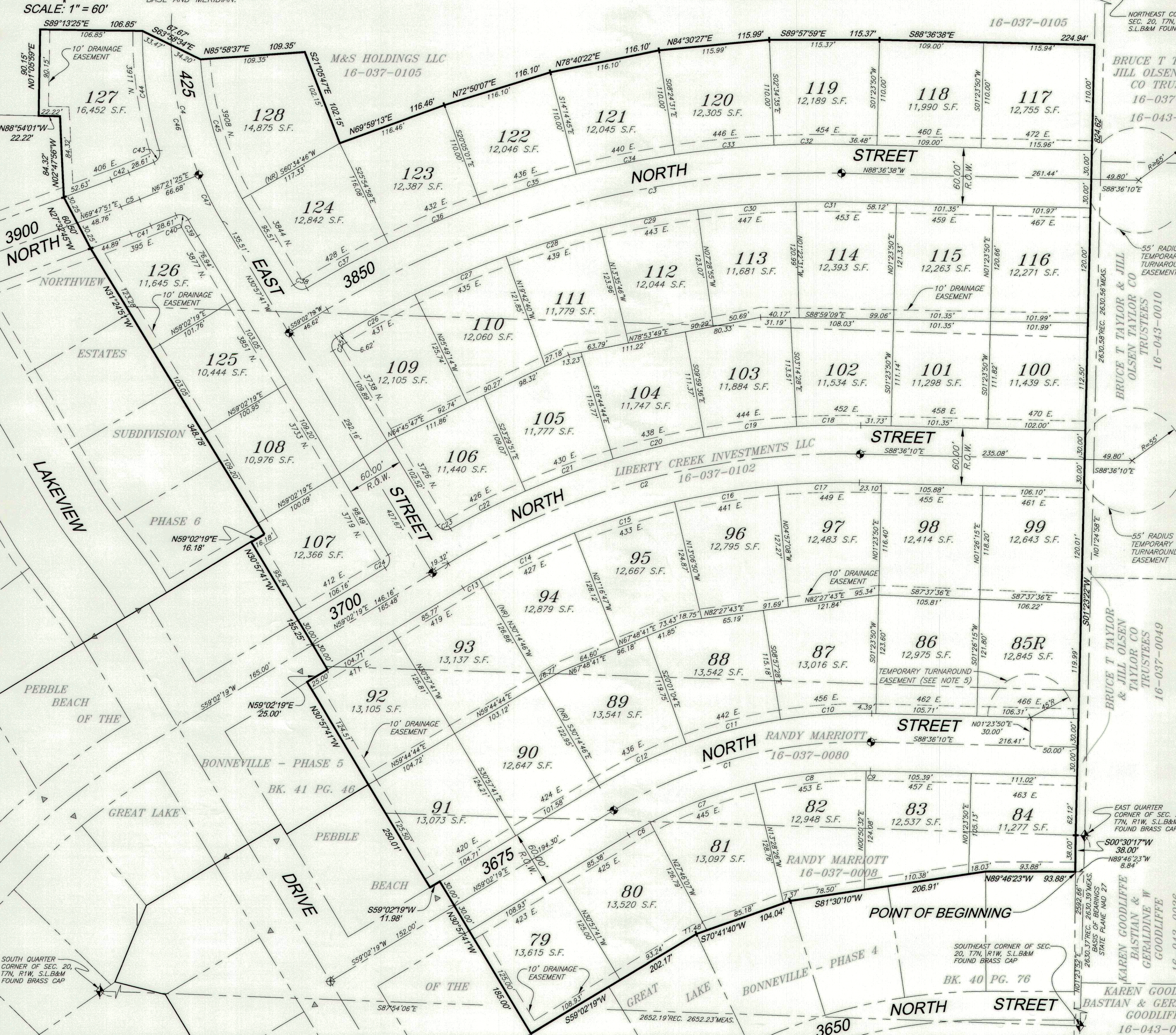
STATE OF UTAH }
COUNTY OF WEBER } SS
ON THE 14th DAY OF October, 2020
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY
PUBLIC, IN AND FOR SAID STATE AND COUNTY OF WEBER, AND
AFTER BEING DULY SWORN ACKNOWLEDGED TO ME
KEVIN L. SATTERTHWAITE, PRESIDENT
OF SAID CORPORATION AND THAT HE SIGNED THE OWNERS
DEDICATION FREELY, VOLUNTARILY AND IN BEHALF OF SAID
CORPORATION FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 3-28-22

MICHAEL L. HENDRY
NOTARY PUBLIC - STATE OF UTAH
COMMISSION NO. 686268
COMM. EXP. 03/28/2022

COUNTY RECORDER

ENTRY NO. FILED FOR RECORD AND
RECORDED IN BOOK AT
OF OFFICIAL RECORDS, PAGE
FOR
COUNTY RECORDER
BY: DEPUTY



CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD
C1	282.38'	500.00'	145.07'	32°21'31"	278.64'
C2	451.81'	800.00'	232.11'	32°21'31"	445.83'
C3	564.63'	1000.00'	290.06'	32°21'03"	557.16'
C4	193.44'	375.00'	98.93'	29°33'22"	191.31'
C5	21.30'	500.00'	10.65'	2°26'26"	21.30'
C6	26.19'	470.00'	13.10'	3°11'34"	26.19'
C7	112.26'	470.00'	58.94'	14°17'42"	116.96'
C8	117.43'	470.00'	59.02'	14°18'58"	117.13'
C9	4.55'	470.00'	2.28'	0°33'18"	4.55'
C10	95.79'	530.00'	48.02'	10°21'18"	95.66'
C11	102.31'	530.00'	51.31'	11°03'36"	102.15'
C12	101.23'	530.00'	50.77'	10°56'37"	101.08'
C13	18.93'	770.00'	9.46'	1°24'31"	18.93'
C14	111.18'	770.00'	55.69'	8°16'23"	111.09'
C15	109.74'	770.00'	54.96'	8°09'57"	109.65'
C16	109.68'	770.00'	54.94'	8°09'42"	109.59'
C17	85.33'	770.00'	42.71'	6°20'58"	85.29'
C18	67.19'	830.00'	33.62'	4°38'19"	67.18'
C19	97.81'	830.00'	48.96'	6°45'08"	97.76'
C20	97.81'	830.00'	48.96'	6°45'08"	97.76'
C21	97.81'	830.00'	48.96'	6°45'08"	97.75'
C22	87.68'	830.00'	43.88'	6°03'10"	87.64'
C23	15.46'	10.00'	9.76'	88°35'21"	13.97'
C24	15.71'	10.00'	10.00'	90°00'00"	14.14'
C25	15.71'	10.00'	10.00'	90°00'00"	14.14'
C26	87.03'	970.00'	43.55'	5°08'27"	87.00'
C27	103.43'	970.00'	51.76'	6°06'34"	103.38'
C28	103.53'	970.00'	51.81'	6°06'55"	103.48'
C29	103.51'	970.00'	51.81'	6°06'51"	103.46'
C30	103.88'	970.00'	51.74'	6°06'23"	103.33'
C31	46.81'	970.00'	23.41'	2°45'53"	46.80'
C32	71.29'	1030.00'	35.66'	3°57'57"	71.28'
C33	104.85'	1030.00'	52.47'	5°49'56"	104.80'
C34	104.94'	1030.00'	52.52'	5°50'15"	104.89'
C35	104.94'	1030.00'	52.52'	5°50'16"	104.90'
C36	104.85'	1030.00'	52.47'	5°49'57"	104.80'
C37	90.70'	1030.00'	45.38'	5°02'43"	90.67'
C38	15.71'	10.00'	10.00'	90°00'00"	14.14'
C39	19.70'	405.00'	9.85'	2°47'14"	19.70'
C40	14.74'	10.00'	9.08'	84°28'08"	13.44'
C41	22.58'	530.00'	11.29'	0°26'26"	22.58'
C42	20.02'	470.00'	10.01'	2°26'26"	20.02'
C43	14.74'	10.00'	9.08'	84°28'08"	13.44'
C44	126.45'	405.00'	63.74'	17°53'18"	125.93'
C45	152.93'	345.00'	77.74'	25°23'51"	151.68'
C46	139.00'	375.00'	70.31'	21°14'16"	138.21'
C47	54.44'	375.00'	27.27'	08°19'06"	54.40'

- NOTES:
- 10" PUBLIC UTILITY AND DRAINAGE EASEMENTS ALONG PROPERTY LINES ARE DENOTED BY DASHED LINES. (UNLESS OTHERWISE NOTED)
 - (NR) INDICATES NON-RADIAL LINE
 - 5/8" REBAR & CAPS TO BE SET AT BACK OF LOT CORNERS. O-MARK NAILS TO BE SET IN CURB AT LOT LINE EXTENSION.
 - BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL OFF-SITE AND ON-SITE CULINARY WATER AND SECONDARY WATER SYSTEMS ARE FUNCTIONAL AND APPROVED BY NORTH OGDEN CITY.
 - "R" DESIGNATION RESTRICTS LOT 85R FROM BEING SOLD OR A BUILDING PERMIT ISSUED UNTIL THE ROAD IS EXTENDED BEYOND THE SUBDIVISION BOUNDARY COMPLETE WITH CURB, GUTTER AND SIDEWALK AT WHICH TIME THE TEMPORARY TURN AROUND EASEMENT IS NULLIFIED.
 - "R" DESIGNATION ALSO RESTRICTS LOT 85R FROM BEING SOLD OR A BUILDING PERMIT ISSUED UNTIL THE FIRE MARSHAL PROVIDES APPROVAL OF AN ALTERNATE DESIGN FOR AN OFF-SITE TEMPORARY TURN AROUND OR THE FIRE MARSHAL SHALL OTHERWISE PROVIDE APPROVAL OF THE ROADWAY BEING EXTENDED BEYOND THE SUBDIVISION BOUNDARY TO MEET THE TURN-AROUND REQUIREMENTS.
 - DEVELOPER AGREES TO MAINTAIN LOT 85R TO INCLUDE WEED CONTROL AND TO KEEP THE LOT IN GOOD CONDITION UNTIL LOT 85R IS SOLD AND BUILDING PERMIT IS ISSUED.

PREPARED BY:



WASATCH CIVIL
Consulting Engineering

1150 SOUTH DEPOT DRIVE, SUITE 225
OGDEN, UT 84404 (801) 775-9191

NORTH OGDEN CITY ATTORNEY/CITY ADMINISTRATOR

I CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES
AND ORDINANCES PRE-REQUISITE BY THE STATE OF UTAH AND THE
ORDINANCE OF NORTH OGDEN CITY OF THE FOREGOING PLAT AND
DEDICATION HAVE BEEN COMPLIED WITH.

SIGNED THIS 19th DAY OF October, 2020

BY: [Signature] 10-19-20
CITY ATTORNEY DATE
BY: [Signature] 10-19-20
CITY ADMINISTRATOR DATE

LAND USE AUTHORITY

THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF
THIS PLAT ALONG WITH THE DEDICATION OF ALL EASEMENTS WERE
DULY APPROVED AND ACCEPTED BY THE LAND USE AUTHORITY OF
NORTH OGDEN CITY THIS 19th DAY OF October, 2020

BY: [Signature] 10/19/20
CHAIRMAN DATE
ATTEST: [Signature] 10/19/20
SECRETARY DATE

NORTH OGDEN CITY APPROVALS

THIS PLAT WAS APPROVED BY THE CITY ENGINEER AND THE
PLANNING DIRECTOR

BY: [Signature] 10/19/2020
CITY ENGINEER DATE
BY: [Signature] 10/19/2020
PLANNING DIRECTOR DATE



NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner
City Engineer

lgardner@nogden.org

Northview Subdivision Phase 7 September 23, 2020 SUMMARY

	Original Total	Remaining
Grading and Paving		
Site Excavation & Grading	\$20,000.00	\$0.00
Concrete Curb & Gutter w/base	\$86,450.00	\$2,205.00
4'x4" Sidewalk	\$83,720.00	\$83,720.00
UBC - 9" thick	\$125,460.00	\$0.00
MHMA 3" thick	\$156,391.80	\$156,391.80
Type III Slurry Seal Coat	\$25,637.40	\$25,637.40
Pedestrian Ramp	\$5,700.00	\$5,700.00
Temporary Turnaround	\$45,000.00	\$15,000.00
Sub-Total =	\$548,359.20	\$288,654.20
Culinary Water System		
8" C-900 DR14 PVC Pipe	\$69,960.00	\$0.00
Water Service Lateral (Single)	\$8,000.00	\$0.00
Water Service Lateral (Double)	\$23,100.00	\$0.00
8" DI Gate Valve	\$14,400.00	\$0.00
8" x 8" Tee	\$3,600.00	\$0.00
8" Bend	\$8,000.00	\$0.00
FH Assembly	\$31,500.00	\$0.00
Raise and Collar Valve	\$2,400.00	\$2,400.00
Connect to Existing Waterline	\$2,400.00	\$0.00
2" Blowoff	\$4,800.00	\$0.00
Temporary Plugs and Testing	\$1,000.00	\$0.00

Snake Pits for tracer wire	\$1,000.00	\$1,000.00
Sub-Total =	\$170,160.00	\$3,400.00
Secondary Water System		
6" C-900 DR18 PVC Pipe	\$61,900.00	\$0.00
Double Service	\$20,000.00	\$0.00
Single Service	\$8,000.00	\$0.00
6" x 6" Tee	\$3,600.00	\$0.00
6" Gate Valve	\$12,600.00	\$0.00
6" Bend	\$7,200.00	\$0.00
Connect to Existing Waterline	\$2,400.00	\$0.00
2" Blowoff	\$4,800.00	\$0.00
Raise and Collar Valve	\$6,400.00	\$6,400.00
Temporary Plugs and Testing	\$800.00	\$0.00
Sub-Total =	\$127,700.00	\$6,400.00
Sanitary Sewer System		
8' SDR35 PVC Pipe	\$80,600.00	\$0.00
Connect to Existing Sewer	\$3,600.00	\$0.00
4' Diameter Manhole	\$32,500.00	\$0.00
5' Diameter Manhole	\$9,000.00	\$0.00
4" Diameter Sewer Lateral	\$50,000.00	\$0.00
Raise and Collar Manhole Lid	\$6,400.00	\$6,400.00
8" Plug	\$1,000.00	\$0.00
Clean and Video Inspect	\$3,000.00	\$0.00
Sub-Total =	\$186,100.00	\$6,400.00
Storm Drain Facilities		
24" Diameter Concrete Pipe	\$9,100.00	\$0.00
18" Diameter Concrete Pipe	\$9,975.00	\$0.00
15" Diameter Concrete Pipe	\$9,660.00	\$0.00
5' Diameter Manhole	\$2,800.00	\$0.00
Catch Basin	\$16,000.00	\$0.00
Raise and Collar Manhole Lid	\$400.00	\$400.00
Temporary 24" Flared End Section	\$1,200.00	\$0.00

Temporary Ditch/Drainage Swale	\$6,752.07	\$0.00
Clean and Video Inspect	\$3,500.00	\$0.00
Sub-Total =	\$59,387.07	\$400.00
Misc., Lighting, Street Signs and Monuments		
Street Signs	\$900.00	\$900.00
Street Lights	\$18,000.00	\$18,000.00
Street Survey Monuments	\$4,800.00	\$4,800.00
SWPPP	\$10,000.00	\$0.00
4' Diameter Land Drain Manhole - on 3900 N	\$2,500.00	\$2,500.00
Sub-Total =	\$36,200.00	\$26,200.00
TOTAL IMPROVEMENT COSTS	\$1,127,906.27	\$331,454.20
10% GUARANTEE		\$112,790.63
TOTAL ESCROW AMOUNT		\$444,244.83

SUBDIVISION COST ESTIMATE APPROVAL

Lorin Gardner

Lorin Gardner
City Engineer

9/23/20

Date

**NORTH OGDEN CITY
STAFF REPORT**

TO: NORTH OGDEN CITY COUNCIL

FROM: DYLAN HILL

PUBLIC WORKS INSPECTOR

DATE: 02/10/2022

I HAVE COMPLETED THE CONDITIONAL INSPECTION ON WHITE ROCK PHASE 1. THEY ARE UP TO CITY CODE AND STANDARDS.

THE ORIGINAL SUM OF THE ESCROW IS \$911,352.70 FOR IMPROVEMENT COSTS, WHICH HAVE BEEN RELEASED THROUGHOUT THE IMPROVEMENT PROCESS. ESCROW RELEASES SHOW A REMAINING \$184,384.61 THAT SHALL REMAIN WITH THE EXCROW AGENT THROUGH THE ONE YEAR PERIOD AFTER CONDITIONAL ACCEPTANCE BY CITY COUNCIL.

WHITE ROCK PHASE 1 SUBDIVISION

LOCATED IN NORTH EAST QUARTER CORNER OF SECTION 27 T7N R1W, SALT LAKE BASE & MERIDIAN,

WEBER COUNTY, UTAH, NORTH OGDEN CITY, UTAH

FEBRUARY 2019

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO SUBDIVIDE THE PROPERTY SHOWN HEREON INTO 25 RESIDENTIAL LOTS AND PARCEL A (STORM WATER DETENTION) WITHIN HP-2 ZONING REGULATIONS TO BE KNOWN AS WHITE ROCK PHASE 1 SUBDIVISION. THE CONTROL USED TO ESTABLISH THE BOUNDARY LINES WAS THE CAMARREN COVE ESTATES SUBDIVISION PHASE 5 TO THE SOUTHWEST ALONG WITH THE WEBER COUNTY SURVEY MONUMENTATION SURROUNDING SECTION 27, T7N, R1W, SLB&M. THE BASIS OF BEARINGS FOR THIS PLAT ARE THE WEST LINE OF SAID SECTION 27, WHICH BEARS NORTH 00°51'53" EAST FROM THE SOUTHWEST SECTION CORNER TO THE NORTHWEST SECTION CORNER OF SAID SECTION 27, UTAH NORTH ZONE NAD83 STATE PLANE COORDINATE SYSTEM.

BOUNDARY DESCRIPTION

A CERTAIN TRACT OR PARCEL OF LAND LOCATED PARTLY IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING FURTHER DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT WHICH IS ON THE SOUTHERLY RIGHT-OF-WAY OF NORTH OGDEN CANYON ROAD AND THE EASTERLY LINE OF CAMARREN COVE ESTATES SUBDIVISION PHASE 5, SAID POINT BEING LOCATED N.00°51'53"E, A DISTANCE OF 4,321.03 FEET AND S.89°08'07"E, A DISTANCE OF 2,102.82 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN TO THE POINT OF BEGINNING; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY OF NORTH OGDEN CANYON ROAD: 1) N.81°32'56"E, A DISTANCE OF 562.95 FEET; 2) THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 377.00 FEET, AND A CENTRAL ANGLE OF 56°29'15"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 371.68 FEET TO A POINT OF REVERSE CURVE; 3) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 583.00 FEET, AND A CENTRAL ANGLE OF 25°25'59"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 258.79 FEET; 4) S.67°23'48"E, A DISTANCE OF 22.99 FEET; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY ALONG THE FOLLOWING SIX (6) COURSES: 1) S.23°43'03"W, A DISTANCE OF 310.47 FEET; 2) N.73°33'48"W, A DISTANCE OF 68.79 FEET; 3) N.56°49'36"W, A DISTANCE OF 104.50 FEET; 4) S.32°20'27"W, A DISTANCE OF 207.04 FEET; 5) N.57°39'33"W, A DISTANCE OF 170.41 FEET; 6) S.32°20'27"W, A DISTANCE OF 148.79 FEET TO A POINT ON THE EASTERLY LINE OF CAMARREN COVE ESTATES SUBDIVISION PHASE 5 AT LOT 160; THENCE ALONG THE EASTERLY LINE OF THE AFORESAID PLAT THE FOLLOWING FOUR (4) COURSES: 1) N.40°33'40"W, A DISTANCE OF 285.53 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 443.51 FEET, AND A CENTRAL ANGLE OF 15°13'40"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 117.87 FEET TO A POINT OF REVERSE CURVE; 3) THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 37°46'35"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 395.59 FEET TO A POINT OF REVERSE CURVE; 4) THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 15.49 FEET AND A CENTRAL ANGLE OF 28°32'01"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 7.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 467,510.54 SQUARE FEET OR 10.733 ACRES, MORE OR LESS.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN HEREON AND NAME SAID TRACT, AND DO HEREBY DEDICATE GRANT AND CONVEY TO WEBER COUNTY, UTAH, OR ITS DESIGNEE, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS PARKS THE SAME TO BE USED AS PUBLIC OPEN SPACE :

WHITE ROCK PHASE 1 SUBDIVISION

DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES AND ALSO DO HEREBY GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREOF AS PUBLIC UTILITY, STORM WATER DETENTION, POND PARCEL A AND GRADING, DRAINAGE, & UTILITY EASEMENTS AS INTENDED FOR PUBLIC USE.

DATED THIS _____ DAY OF _____, 20____.

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF WEBER) S.S.

ON THIS _____ DAY _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME,

WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME BEING DULY SWORN (OR AFFIRMED), DID SAY THAT (T)(S)(HE)(Y) IS/ARE THE TRUSTEE(S) OF THE ENDO TRUST, AS SHOWN ON THE PLAT AND THAT SAID DOCUMENT WAS SIGNED BY (T)(S)(HE)(Y) IN BEHALF OF SAID TRUST BY AUTHORITY OF THE TRUST, AND SAID

ACKNOWLEDGED TO ME THAT SAID TRUST EXECUTED THE SAME.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SHEET 1 OF 2

WHITE ROCK PHASE 1 SUBDIVISION

NORTH EAST QUARTER CORNER SECTION 27 T7N R1W, SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH.

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND
RECORDED _____, AT
_____ IN BOOK _____
OF OFFICIAL RECORDS, PAGE _____
FOR _____

COUNTY RECORDER

BY: _____
DEPUTY

3" R&C WEBER CO. BRASS CAP
RING AND LID BELOW ROAD GRADE,
NO DATE, GOOD CONDITION
NORTHWEST CORNER OF SECTION
27, T7N, R1W, SLB&M

3" WEBER CO. BRASS CAP MON.
3" BELOW GRADE, NO DATE,
POOR CONDITION
SOUTHWEST CORNER OF
SECTION 27, T7N, R1W, SLB&M

ZONING

ZONE: HP-2
MINIMUM LOT AREA: 12,500 SF
FEMA ZONE: X

NORTH OGDEN ENGINEER AND PLANNING

THIS PLAT WAS APPROVED BY THE CITY ENGINEER AND THE PLANNING DIRECTOR.

BY: _____ DATE _____
CITY ENGINEER

BY: _____ DATE _____
PLANNING DIRECTOR

LAND USE / AUTHORITY

THIS IS TO CERTIFY THAT THIS PLAT AND THE DEDICATION OF THIS PLAT ALONG WITH THE DEDICATION OF ALL EASEMENTS WERE DULY APPROVED AND ACCEPTED BY THE LAND USE AUTHORITY OF NORTH OGDEN CITY THIS _____ DAY OF _____, 20____.

BY: _____ DATE _____
CHAIRMAN

ATTEST: _____ DATE _____
SECRETARY

NORTH OGDEN ATTORNEY

I CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES PREREQUISITE BY THE STATE OF UTAH AND THE ORDINANCES OF NORTH OGDEN CITY OF FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

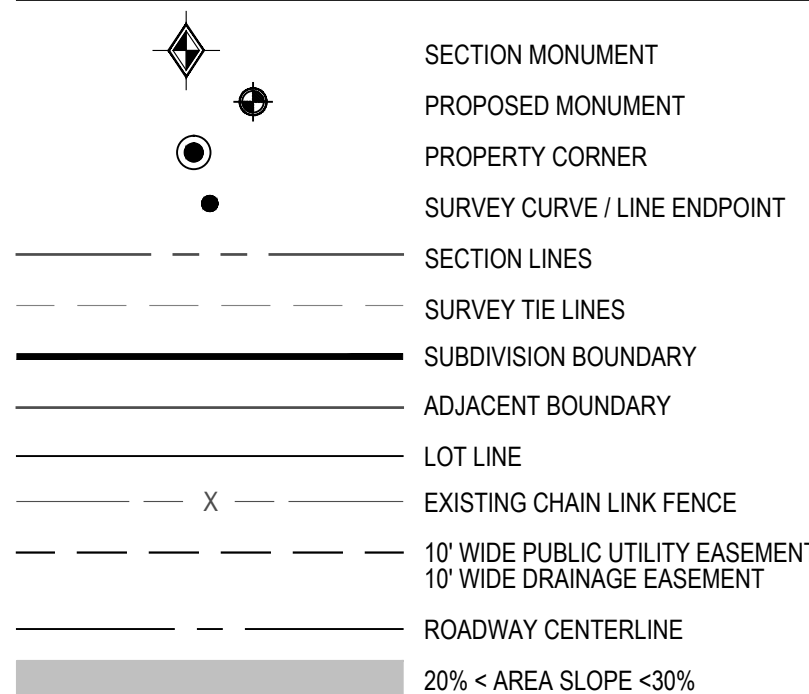
BY: _____ DATE _____
CITY ATTORNEY



CRS ENGINEERS
Answers to Infrastructure®

4246 S Riverboat Rd, Ste 200 | Salt Lake City, UT 84123 | P: 801.359.5565 | www.crsengineers.com

FINAL PLAT LEGEND



SURVEYOR'S CERTIFICATE

I, JON BEHR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 290669 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREAFTER TO BE KNOWN AS THE WHITE ROCK PHASE 1 SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

DATE OF PLAT OR MAP: FEBRUARY 10, 2020
JON BEHR, PLS
LICENSE NO. 290669

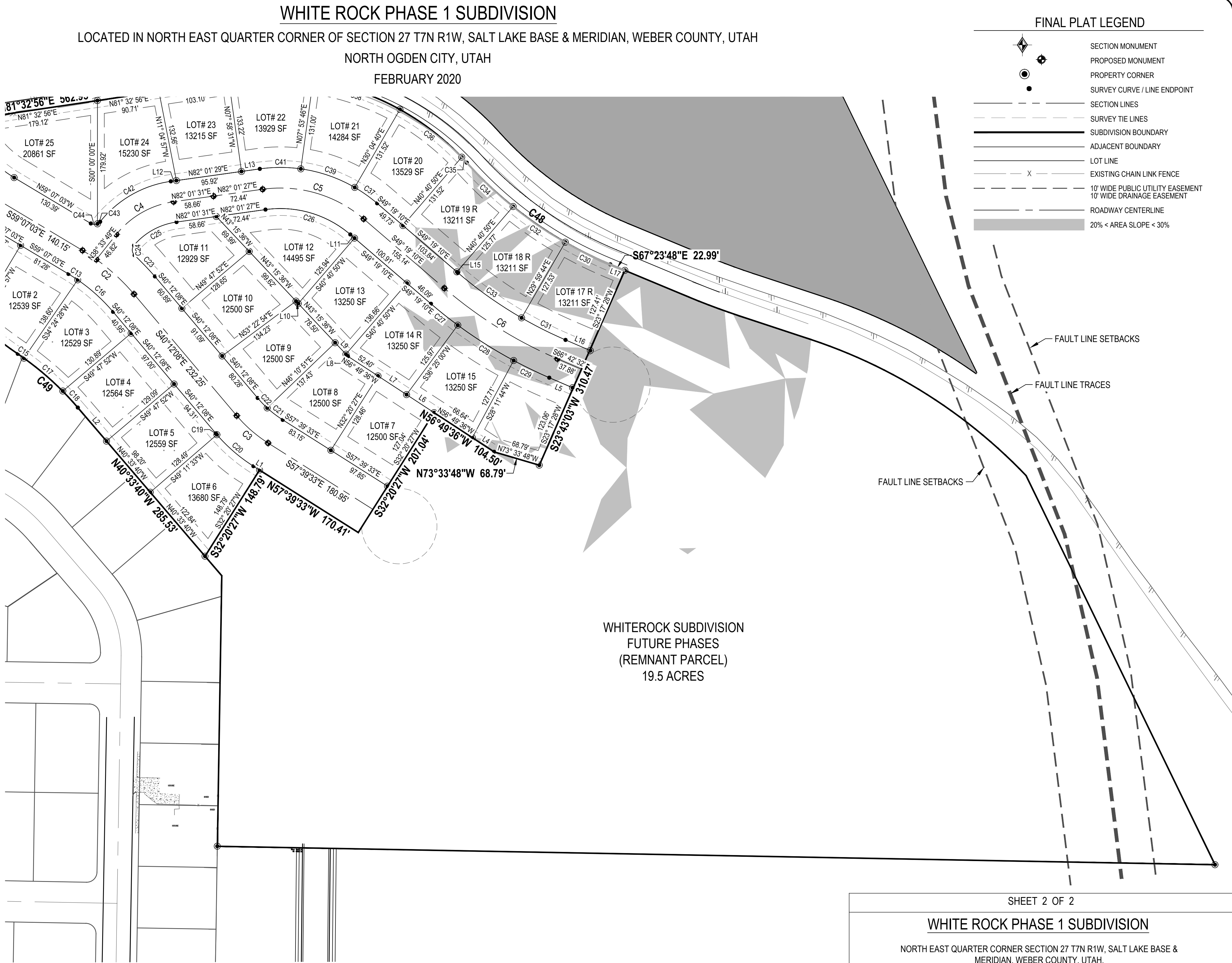
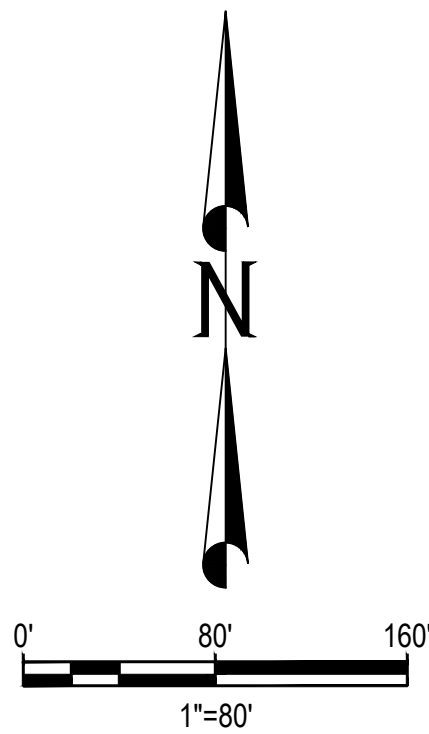


NOTES:

- PROPERTY LABELED AS "PARCEL A FOR STORMWATER DETENTION" IS TO BE DEDICATED TO NORTH OGDEN CITY.
- 10' PUBLIC UTILITY AND DRAINAGE EASEMENTS ALONG PROPERTY LINES ARE DENOTED BY DASHED LINES (UNLESS OTHERWISE NOTED).
- 5/8" REBAR & CAPS TO BE SET AT BACK OF LOT CORNERS, RIVET TO BE SET IN CURB AT LOT LINE EXTENSION.
- THIS SUBDIVISION IS BEING APPROVED AND DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH OGDEN CITY, (HP-2) HILLSIDE PROTECTION ZONE. THE HP-2 ZONE REQUIRES COMPLETION OF "HAZARDOUS STUDIES". COPIES OF THESE HAZARD STUDIES ARE ON FILE AT THE NORTH OGDEN CITY OFFICE FOR REVIEW BY INTERESTED PARTIES.
- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL OFF-SITE AND ON-SITE CULINARY WATER AND SECONDARY WATER SYSTEMS ARE FUNCTIONAL AND APPROVED BY NORTH OGDEN CITY.
- NO ACCESS TO THE LOTS DOUBLE FRONTING OFF THE NORTH OGDEN CANYON ROAD WILL BE ALLOWED.
- "R" LOTS - VARIANCE REQUIRED FOR LOT DEVELOPMENT OR ANY OTHER CONSTRUCTION ACTIVITIES.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	141.95'	200.00'	40° 39' 59"	S38° 47' 04"E	138.99'
C2	99.04'	300.00'	18° 54' 55"	S49° 39' 36"E	98.59'
C3	60.94'	200.00'	17° 27' 25"	S48° 55' 51"E	60.70'
C4	98.61'	130.00'	43° 27' 42"	N60° 17' 40"E	96.26'
C5	158.42'	186.55'	48° 39' 20"	S73° 38' 50"E	153.70'
C6	195.24'	643.29'	17° 23' 22"	S58° 00' 51"E	194.49'
C7	14.66'	10.50'	80° 00' 00"	S58° 27' 04"E	13.50'
C8	128.58'	240.00'	30° 41' 48"	S33° 47' 58"E	127.05'
C9	7.71'	15.49'	28° 31' 59"	N32° 16' 45"W	7.63'
C10	194.43'	600.00'	18° 33' 59"	N27° 17' 45"W	193.58'
C11	41.76'	240.00'	9° 58' 11"	S54° 07' 58"E	41.71'
C12	122.82'	600.00'	11° 43' 41"	N42° 26' 35"W	122.60'
C13	16.00'	260.00'	3° 31' 31"	S57° 21' 18"E	16.00'
C14	78.35'	600.00'	7° 28' 55"	N52° 02' 53"W	78.29'
C15	11.08'	443.51'	1° 52' 52"	N55° 04' 24"W	11.08'
C16	69.84'	260.00'	15° 23' 24"	S47° 53' 50"E	69.63'
C17	74.24'	443.51'	9° 35' 27"	N49° 33' 44"W	74.15'
C18	32.56'	443.51'	4° 12' 21"	N42° 39' 50"W	32.55'
C19	2.54'	240.00'	0° 36' 19"	S40° 30' 18"E	2.54'
C20	70.59'	240.00'	16° 51' 06"	S49° 14' 00"E	70.33'
C21	28.64'	160.00'	10° 15' 22"	S52° 31' 52"E	28.60'
C22	20.11'	160.00'	7° 12' 03"	S43° 48' 10"E	20.10'
C23	42.82'	536.13'	4° 34' 36"	S43° 48' 43"E	42.81'
C24	16.14'	10.50'	88° 03' 47"	N3° 23' 25"W	14.60'
C25	72.23'	100.00'	41° 23' 03"	N61° 20' 00"E	70.67'
C26	132.94'	156.55'	48° 39' 20"	S73° 38' 50"E	128.99'
C27	50.11'	673.29'	4° 15' 50"	S51° 27' 05"E	50.09'
C28	96.61'	673.29'	8° 13' 16"	S57° 41' 38"E	96.52'
C29	57.63'	673.29'	4° 54' 16"	S64° 15' 24"E	57.62'
C30	73.29'	583.00'	7° 12' 10"	S63° 47' 43"E	73.24'
C31	71.76'	613.29'	6° 42' 16"	S63° 21' 24"E	71.72'
C32	92.29'	583.00'	9° 04' 14"	S55° 39' 31"E	92.20'
C33	114.37'	613.29'	10° 41' 06"	S54° 39' 43"E	114.21'
C34	93.20'	583.00'	9° 09' 36"	S46° 32' 36"E	93.11'
C35	10.92'	377.00'	1° 39' 33"	S42° 47' 35"E	10.92'
C36	114.37'	377.00'	17° 22' 54"	S52° 18' 49"E	113.93'
C37	40.07'	216.55'	10° 36' 09"	S54° 37' 15"E	40.02'
C38	134.45'	377.00'	20° 26' 02"	S71° 13' 17"E	133.74'
C39	83.76'	216.55'	22° 09' 42"	S71° 00' 11"E	83.24'
C40	111.94'	377.00'	17° 00' 46"	S89° 56' 41"E	111.53'
C41	60.06'	216.55'	15° 53' 29"	N89° 58' 14"E	59.87'
C42	121.69'	160.44'	43° 27' 21"	N60° 14' 14"E	118.79'
C43	5.06'	10.50'	27° 37' 22"	N52° 19' 14"E	5.01'
C44	10.03'	10.50'	54° 45' 02"	S86° 29' 34"E	9.66'
C45	97.12'	160.00'	34° 46' 39"	S41° 43' 44"E	95.63'
C46	19.41'	10.50'	105° 53' 21"	S28° 36' 16"W	16.76'
C47	371.68'	377.00'	56° 29' 15"	S70° 12' 26"E	356.81'
C48	258.79'	583.00'	25° 25' 59"	S54° 40' 48"E	256.67'
C49	117.87'	443.51'	15° 13' 40"	N48° 10' 30"W	117.53'
C50	395.59'	600.00'	37° 46' 35"	N36° 54' 02"W	388.47'
C51	7.71'	15.49'	28° 32' 01"	N32° 16' 45"W	7.63'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	10.59'	S57° 39' 33"E
L2	64.48'	N40° 33' 40"W
L3	2.61'	S18° 27' 04"E
L4	37.86'	N56° 49' 36"W
L5	37.12'	S66° 42' 32"E
L6	48.08'	N56° 49' 36"W
L7	49.78'	N56° 49' 36"W
L8	4.24'	N43° 15' 36"W
L9	22.98'	N43° 15' 36"W
L10	4.89'	N43° 15' 36"W
L11	8.14'	S49° 19' 10"E
L12	8.20'	N82° 01' 29"E
L13	27.00'	N82° 01' 29"E
L14	11.68'	N81° 32' 56"E
L15	1.57'	S49° 19' 10"E
L16	39.43'	S66° 42' 32"E
L17	22.99'	S67° 23' 48"E



FINAL PLAT LEGEND	
	SECTION MONUMENT
	PROPOSED MONUMENT
	PROPERTY CORNER
	SURVEY CURVE / LINE ENDPOINT
	SECTION LINES
	SURVEY TIE LINES
	SUBDIVISION BOUNDARY
	ADJACENT BOUNDARY
	LOT LINE
	EXISTING CHAIN LINK FENCE
	10' WIDE PUBLIC UTILITY EASEMENT
	10' WIDE DRAINAGE EASEMENT
	ROADWAY CENTERLINE
	20% < AREA SLOPE < 30%

SHEET 2 OF 2		
WHITE ROCK PHASE 1 SUBDIVISION		
NORTH EAST QUARTER CORNER SECTION 27 T7N R1W, SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH.		
	COUNTY RECORDER	
	ENTRY NO. _____	FEE PAID _____
	FILED FOR RECORD AND	RECORDED _____, AT _____
	IN BOOK _____	OF OFFICIAL RECORDS, PAGE _____
	FOR _____	
	COUNTY RECORDER	
	BY: _____	DEPUTY _____

C
R
S

CRS ENGINEERS
Answers to Infrastructure®
4246 S Riverboat Rd, Ste 200 | Salt Lake City, UT 84123 | P: 801.359.5565 | www.crsengineers.com



NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner

City Engineer

lgardner@nogden.org

White Rock Phase 1 Subdivision

March 3, 2020

SUMMARY

	Original Total	Remaining
ROADWAY		
Jersey Barrier	\$53,250.00	\$53,250.00
Full Depth Saw Cut	\$1,536.00	\$1,536.00
Street Lights	\$20,000.00	\$20,000.00
Striping	\$5,020.00	\$5,020.00
Signs	\$800.00	\$800.00
Curb Cuts for LID (Mountain Road)	\$11,300.00	\$11,300.00
Overall Site Grading	\$8,425.93	\$4,000.00
3" AC paving	\$49,596.30	\$49,596.30
8" Aggregate Base	\$24,021.00	\$10,000.00
Seal Coat	\$16,786.44	\$16,786.44
Temporary Turnaround	\$8,450.00	\$8,450.00
Crushed Granite Wear Course (For Trail Improvements)	\$52,700.00	\$52,700.00
Excavation embankments	\$14,852.50	\$10,000.00
APWA Type F C & G	\$8,165.00	\$8,165.00
C & G 30"	\$62,585.45	\$20,000.00
4" concrete sidewalk	\$44,245.35	\$44,245.35
6' wide sidewalk (4" Thick)	\$32,823.00	\$32,823.00
Power to lots	\$37,500.00	\$0.00
Survey monuments	\$420.00	\$420.00
ADA Ramps	\$8,400.00	\$8,400.00
Property Corner Monuments	\$1,650.00	\$1,650.00

Trail Improvements w/infiltration trench	\$2,500.00	\$2,500.00
4"-6" River Washed Cobbles w/weed barrier	\$27,216.00	\$27,216.00
Retaining Wall for trail Improvements	\$60,000.00	\$60,000.00
Subtotal =	\$552,242.97	\$448,858.09
SEWER		
8" sewer	\$113,828.40	\$20,000.00
SSMH < 6'	\$72,600.00	\$5,000.00
SSMH adjustments	\$1,135.00	\$1,135.00
Concrete Collars	\$6,600.00	\$6,600.00
Sewer Laterals	\$60,875.75	\$20,000.00
Subtotal =	\$255,039.15	\$52,735.00
WATER		
Water service to lots	\$37,500.00	\$10,000.00
Water laterals	\$11,040.00	\$0.00
8" water main - pvc	\$148,596.00	\$0.00
Fire Hydrant	\$19,500.00	\$5,000.00
8" Irrigation Line	\$118,170.00	\$20,000.00
Irrigation Valve	\$750.00	\$750.00
Water Valve	\$1,500.00	\$1,500.00
Concrete Collars (Irrigation Valves and Water Valves)	\$2,700.00	\$2,700.00
10" Ductile Iron Main	\$130,900.00	\$0.00
Water Meter	\$30,000.00	\$1,000.00
Secondary Water Meter	\$26,000.00	\$10,000.00
Irrigation Lateral	\$8,460.00	\$8,460.00
Subtotal =	\$535,116.00	\$59,410.00
DRAINAGE		
15" SD	\$18,020.00	\$5,000.00
18" SD	\$147,545.00	\$30,000.00
24" SD	\$67,280.00	\$0.00
4' Type C drop inlet	\$64,000.00	\$10,000.00
Geotextile (LID)	\$8,655.00	\$8,655.00
36" SD	\$71,104.00	\$0.00

60" SDMH	\$56,000.00	\$56,000.00
Detention Basin Grading	\$3,534.00	\$1,000.00
Treatment Box	\$10,000.00	\$0.00
Flared End Section	\$800.00	\$800.00
4'x4' Catch Basin	\$7,000.00	\$7,000.00
Concrete Collars	\$4,800.00	\$4,800.00
Temporary Retention Basin	\$42,710.00	\$42,710.00
Subtotal =	\$501,448.00	\$165,965.00
TOTAL IMPROVEMENT COSTS	\$1,843,846.12	\$726,968.09
10% GUARANTEE		\$184,384.61
TOTAL ESCROW AMOUNT		\$911,352.70

SUBDIVISION COST ESTIMATE APPROVAL

Lorin Gardner

Lorin Gardner
City Engineer

3/3/2020

Date

NORTH OGDEN CITY COUNCIL WORK SESSION MEETING MINUTES

January 4, 2022

The North Ogden City Council convened in a Council meeting on January 4, 2022, at 6:06 p.m. at the North Ogden City Office at 505 East 2600 North. And electronically on Zoom, recording can be found on YouTube:

<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 December 30, 2021. Notice of the annual meeting schedule was published in the Standard-Examiner on December 16, 2021.

PRESENT:	S. Neal Berube	Mayor	
	Ryan Barker	Council Member	
	Blake Cevering	Council Member	
	Jay D Delpias	Council Member	
	Charlotte Ekstrom	Council Member	
	Phillip Swanson	Council Member	
STAFF PRESENT:	Jon Call	City Manager/Attorney	
	Susan Nance	City Recorder	
	Dirk Quinn	Chief of Police	
	Scott Hess	Planning Director	
	Brandon Bell	Associate Planner	
	Katie Gerard	Human Resource Manager	
	Lorin Gardner	City Engineer	
	Clark Crowther	Lieutenant	
	Jeremy Hindes	Lieutenant	
	Dave Espinoza	Public Works Director	(via Zoom)
VISITORS:	Brenda Ashdown	Keith Ashdown	Allan Delpias
	Lauren Delpias	Gayle Speechly	Jennie Taylor
	Merrill Sunderland	Korilyn Jensen Hietala	James Romani
	Kevin Klobberdanz	Kim Klobberdanz	Sandy Cochran
	Yaca Attwood	Jack A Barrett	Terri McCulloch
	Brandy Shelton	Spencer Alexander	Susan Kilborn
	Myriam	Lauren Luedtke	Triva Sisco
	Dee Anna	Spencer Stephens	Neil
	Mike Lopez	Daniel Stephens	Randall Winn
	Stefanie Casey	Jeana Berube	Dallin Barker
	Brian B	Stephanie Bates	Brian Bates
	JJ	Cheryl Stoker	Lyman Stoker

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

Mayor Berube recognized the presence of past Council Member Cheryl Stoker and her husband; he presented Ms. Stoker with a token of the City's appreciation for her many years of service. Ms. Stoker stated she loved serving and she is grateful for the citizens and for City employees, especially the Police Department of the City.

CONSENT AGENDA

1. **SWEARING IN OF NEW CITY COUNCIL MEMBER, JAY D DALPIAS AND
INCUMBENT BLAKE D. CEVERING.**
SWEARING IN INCUMBENT MAYOR, S. NEAL BERUBE

City Recorder Nance administered the Oath of Office for newly elected Council Member Jay D. Dalpias, incumbent Council Member Blake D. Cevering, and incumbent Mayor S. Neal Berube.

2. **SWEARING IN OF NEW POLICE OFFICER, JONATHAN UNGARD**

City Recorder Nance administered the Oath of Office to Police Officer Ungard, after which Chief Quinney provided a brief summary of Officer Ungard's professional background; he brings a great wealth of knowledge and experience to the City and he is grateful to have him as part of the Department.

3. **CALL FOR CONFLICT OF INTEREST DISCLOSURE**

Mayor Berube asked if any Councilmember had any conflict of interest to disclose. No disclosures were made.

4. **APPOINTMENT OF ECONOMIC DEVELOPMENT COMMITTEE(EDC)
CHAIR**

Council Member Dalpias indicated that Terry Bexell served as a member and the Chair of the City's Economic Development Committee (EDC) in the past, but he stepped away for a bit; he has expressed a desire to be reappointed to the Committee and as the Chair. Council Member Dalpias recommended that the Council appoint Mr. Bexell to this position.

Council Member Dalpias motioned to appoint Terry Bexell as the Chair of the Economic Development Committee (EDC). Council Member Cevering seconded the motion.

Voting on the motion:

Council Member Barker	aye
Council Member Cevering	aye
Council Member Delpias	aye
Council Member Ekstrom	aye
Council Member Swanson	aye

The motion passed unanimously.

5. DISCUSSION AND/OR ACTION TO CONSIDER THE OCTOBER 12, 2021, CITY COUNCIL MEETING MINUTES

Council Member Ekstrom motioned to approve the October 12, 2021, City Council Meeting minutes. Council Member Swanson seconded the motion.

Voting on the motion:

Council Member Barker	aye
Council Member Cevering	aye
Council Member Delpias	aye
Council Member Ekstrom	aye
Council Member Swanson	aye

The motion passed unanimously.

6. DISCUSSION AND/OR ACTION TO CONSIDER THE OCTOBER 26, 2021, CITY COUNCIL MEETING MINUTES

Council Member Swanson motioned to approve the October 26, 2021, City Council Meeting minutes. Council Member Ekstrom seconded the motion.

Voting on the motion:

Council Member Barker	aye
Council Member Cevering	aye
Council Member Delpias	aye
Council Member Ekstrom	aye
Council Member Swanson	aye

The motion passed unanimously.

ACTIVE AGENDA

7. PUBLIC COMMENTS

Korilyn Hietala, North Ogden resident, spoke to the Village at Prominence Point agenda item and asked that the Council get an answer from the applicant regarding past discussions and concerns regarding the trail system associated with that project.

Cheryl Stoker, North Ogden resident, also addressed the Village at Prominence Point agenda item and encouraged the Council to give careful consideration to the development agreement amendments the developer is asking for. The City has worked with the developer since 2017 and it seems as if he is always asking for amendments. She asked that the Council take into consideration the residents who live in the project; they have been promised many things and they have not received them, and the City needs to try to protect them.

Sandy Cochran, North Ogden resident, indicated she sent an email to the Council today expressing her feelings about the Village at Prominence Point project. She indicated the best indicator of a person's future behavior is their past behavior. The past behavior the community has seen from the developer of this project includes lies, misleading false statements, and no consideration for the residents. Residents of the project have asked to meet with the developer and the Homeowner's Association (HOA), and they have been told that he does not want to meet with them. She wondered why Jack Barrett is still involved in this project; it is her understanding that the property was sold to Steve Davies. She asked if he had to get the project out of his name because of bankruptcy proceedings. She is also concerned that construction will begin on new development in the project area but will be halted due to the bankruptcy and the residents will be left with piles of dirt and construction equipment. The open space in the project has been a mess for over two years; she has fought to get the field mowed for months and it is clear the developer does not care about the residents' feelings. She then noted there is an area in the development where there are four townhome buildings that are located very close to one another; ice forms in the downspouts of the buildings and when it melts, it pools in the sidewalk and turns to ice. If someone is walking on the sidewalk at night, they will encounter a serious slip and fall hazard. The HOA has been made aware of the problem and have dispatched people to spread salt on the ice, but it is important to acknowledge the real issue causing the problem. Now, if the new assisted living facility is built in the project, it will further block the sun and ensure that all the buildings in that area will constantly be in a shadow and the snow/ice will never melt on its own. She asked that the Mayor and Council consider the feelings of the residents in the project area. The real estate agent for this project, Lori Lee, promised residents a view of Ben Lomond Peak, but that will be completely eliminated by the assisted living project, which is a four-level building that is not they common type of project for seniors or those over 55 years. She stated many residents are concerned that the project will be converted to another type of use because it seems so odd to build a building like that for elderly residents. She feels the only reason for the developer's request for a larger building footprint is to get higher rents for the units.

Yaca Attwood, North Ogden resident, stated that she has lived in the Village at Prominence Point project for one year and she loves the mix of people of all ages in the project, but she is concerned there is not enough space or the promised amenities for the kids to play on. She encouraged the developer to install the amenities that have been promised.

Stefanie Casey, North Ogden resident, congratulated newly elected Council Member Dalpiaz and thanked former Council Member Stoker for her service. She echoed several of the concerns expressed regarding the Village at Prominence Point project; she noted that the developer received approval for the cottages before he secured the correct permit from the Army Corps of Engineers so now there are big empty lots on the site because of poor planning and improper approvals. She believes the developer is asking for a trail to be eliminated from the site, but that should not be approved because it is not the City's fault, or the fault of the residents in the project, that the developer did not plan properly or secure the proper permits. The residents should not sacrifice access to the creek or the trail that was promised. Moving forward, she is concerned about the underground parking proposed in the assisted living facility; there is a great deal of ground water at the site, and she is worried that the underground parking structure will fill with water and residents will have nowhere to park on the site. She has looked at the plans and the building look nice, but she is worried about the residents who live across the street from the site who will be negatively impacted by this component of the project.

Teri McCulloch, North Ogden resident, stated she is the President of the Roylance Farms HOA and they are opposed to any path coming across their properties for people to walk on. She understands the desire for trail connectivity, but people are not using the trails that are already in place. This efforts regarding the relocation of the trail and the creek are a waste of time and money and, if approved, the changes would impact the residents who already live in the project because their backyards will be eliminated by erosion. The people who have already purchased near the creek have people walking through their property and damaging their fences. The City has adapted and allowed bad development and negative behaviors to happen; it is time for the City to consider its current residents, rather than this developer or future residents.

Dee Anna, North Ogden resident, echoed the concerns that have been presented regarding the Village at Prominence Point project; she noted she purchased her home believing it would be her last home. She worked with two real estate agents on the purchase of her property and looking back she now understands there were many misrepresentations about the project. Many of the misrepresentations are documented, the biggest being the enlarged Independent Living Facility (ILF) and cottages across the street from her. She does not see how enlarging the ILF will benefit the project and, rather, it will only harm existing residents. She referenced the discussion of this application during the Planning Commission meeting and stated that it is important to acknowledge the promises made to the existing residents and the manner in which these new plans will make it so those promises can never come to fruition. She has taken several photos of current conditions relative to the narrow roadways in the project and snow removal/storage. She wondered if

the misrepresentations about the project are fraudulent and can be litigated. She concluded by asking the Council to consider two questions: first, does the City vet those who are seeking to build or develop in the community and second, under what circumstances should the development agreement be evaluated and under what conditions can it be considered null and void.

Triva Sisco, North Ogden resident, stated she also lives in the Village at Prominence Point project. She attended the Planning Commission meeting during which the most recent application for the project was discussed and it took her some time to fully understand the lasting implications of the proposed ILF project. She specifically cited the dangerous traffic conditions in the project area, which she believes will worsen upon the construction of this new building; there are many children living in the project and increased traffic and reduced lines of sight because of the buildings will result in a tragedy. She asked that the Mayor and Council take this into consideration. She echoed the comments made by those who have spoken before her regarding other traffic issues.

Stephanie Bates, North Ogden resident, stated she also lives in the Village at Prominence Project, and she echoed the sentiments regarding the lack of improvements and amenities that were promised to her and her family. She would not recommend that anyone move to the project because of the experience she has had. She wants the pool, pickleball courts, and dog park that was promised and she is very upset about the misrepresentations made by Lori Lee and Mr. Barrett regarding this project.

Mike Lopez, North Ogden resident, stated he lives on 1900 North, directly north of the Village at Prominence Point development. From the beginning, he and his neighbors were told that the townhomes would be run north to south, not east to west in the project. However, when they were built, they did run east to west and he and his neighbors now have 28 windows looking into their backyards. Within two weeks of the townhomes being built, he had to tell his children to not look to the south from their backyard because of a man living in the townhomes who was oblivious to the fact that his neighbors to the north could see him naked. To build another four-story building in the project would be asinine. His view has been destroyed; he previously had a great view of the mountains, but now he stares at the back wall of the townhomes. He and his neighbors were lied to just as the residents in the project were. He touched on the proposal to relocate the trail and creek in the area, which is also ridiculous. Before he moved to the area, he was told that the development bordering his neighborhood would be a 55-and-older community, but there are now many families living in that area. He has had to approach some of the people living in that area to deter vandalism and crime; adding a four-story apartment complex in that area is not acceptable. Additionally, an underground parking complex will not be viable because of the groundwater. The area should be a park for the residents, and especially the kids. As a person who owns a home and lived in the area prior to the development being built, he can definitively state that nothing has been done to make the existing residents happy as they have been lied to since the beginning of the project.

Neil Amaral, North Ogden resident, addressed the stream alignment proposed in the Village at Prominence Point project and noted that the property surrounding the stream is under dispute and he hopes that the Council will hold off on making a decision regarding that matter until the dispute is resolved. Any site plan that incorporates the stream alignment is directly connected to litigation and he asked that the Council not take action until that litigation is remedied.

Brandy Shelton, North Ogden resident, state that she also lives to the north of the Village at Prominence Point project. She has lived there four years and since the beginning of the project she and her neighbors were told that the homes bordering their neighborhood would be cottages, but they were constructed as two-story homes. Now the developer is seeking approval of three- and four-story buildings in the project. She added the creek and a spring run right through her driveway; she had to install a French drain system to prevent flooding of her basement. She has a problem with the creek and the trail running along it because it will bring crime and other nefarious activity to the area. The current residents will lose value in their homes, though they paid more money to live in a cul-de-sac. Her fence has been damaged multiple times. The units that border her backyard are entirely rental units as investors purchased them for profit. She is concerned about further impacts to her property value. She has spoken to an employee of the City's Planning and Zoning Division who indicated to her that the flood plain map would be changed for the area, but if the proposed continued development of the site and relocation of the creek is approved, the flood plains will change and her property will likely be in a 100-year flood area, which means she will need to secure flood insurance.

Spencer Alexander, North Ogden resident, stated that he wanted to address the comments made about potential changes to Cold Water Creek; any changes to the creek alignment will be handled by experts who will take into consideration the concerns that have been expressed about impacts to the private residences that border the creek. He stated that a public access trail in the area is very important for many people that want to access the area. It is nice that North Ogden has walking paths in many areas of the City, but most of them lead to nowhere and that is why he feels that connecting the existing trails in this area is important.

8. DISCUSSION ON VILLAGE AT PROMINENCE POINT

Planning Director Hess reported on the current application to amend the development agreement for the Village at Prominence Point project; the project was approved as a Master Planned mixed-use project in 2017 and the developer has been working in phases to complete the build out of the project. The Site Plan submittals for the Independent Living Facility, Apartment Phase 1, and Clubhouse were heard by the Planning Commission on December 15, 2021. For the project to move forward as proposed, the Development Agreement Site Plan, and building square footage calculations would need to be amended. He noted that this is a work session, and he encouraged the Council to

discuss the current applications with the developer; this includes a review of the Site Plans for both the Independent Living Facility (ILF) and Phase 1 Apartments. The Developer may also discuss the Trail alignment on the west side of the project, but this staff report will not address that issue.

Mayor Berube then noted that the Village at Prominence Point project is governed by a legal development agreement that both the City and the developer are party to. He invited the developer to provide input.

Jack Barrett, Scottsdale, Arizona, first discussed the concerns about the trail, which remind him of past discussions about roadways in the project area and public access easements that he would be able to utilize for certain improvements. He then addressed his request to change the footprint of the ILF; many people have spoken to the fact that his current proposal does not match the plans in the development agreement, but it is important to keep in mind that the drawings and plans in the development agreement were conceptual in nature. These concepts were based upon his best efforts to consider what would fit best on the site, but those renderings were not engineered, or market driven. Full construction drawings are typically not completed until permitted uses have been identified and granted. He stated he does not want to argue and fight with the City, or its residents and he understands that the ILF will have an impact on some of the current residents, but he cannot apologize for the things that have changed since the development agreement was initially approved; the market for the area has changed and he must respond to those market shifts. He understands that the City does not want additional changes, but it is important to keep in mind the breadth of the project and the development agreement. It would have been impossible to create a development agreement that was perfect and never needed to be changed and he feels that the changes he has requested have been positive in nature. He then addressed the expanded footprint of the ILF as well as including the rooftop patios on the project; these changes are responsive to market shifts and demands, as well, but he is willing to accept the City's denial of the expansion of the footprint if necessary. However, he needs every other development agreement amendment he is requesting. He noted that his parking accommodations will actually exceed the requirements for the project, and he has identified some locations for snow storage. He concluded he is not trying to stretch the approvals that were granted for the project. He is working to build the clubhouse right now and he asked that the City not hold him back on starting construction of the apartment units. He is trying to provide the amenities that the residents were promised; he acknowledged there have been challenges with some amenities and other components of the construction at the site, but he indicated that he is not the only person that has performed work at the site. He suggested that residents contact title companies or other contractors that worked on the site if they feel that misrepresentations were made; he noted he was very clear about his disclosures to any other party that was working in the project area.

Mayor Berube clarified that the City is not trying to delay the construction of the clubhouse; rather, the City wants that component to move forward, and staff and the Council are simply trying to make sure that the apartment development conforms with the development agreement or if an amendment to the agreement is warranted.

City Manager/Attorney Call indicated staff needs direction from the Council regarding which development agreement amendments they are comfortable with in order for staff to negotiate the appropriate language with Mr. Barrett. The Council participated in philosophical discussion and debate of the requested amendments; Council Member Swanson stated he is comfortable with all changes except the adjustments to the size/footprint of the ILF. Council Member Barker agreed and noted he is concerned about the height adjustments and the shift of the building that will impact the nearby residents. Council Member Cevering agreed; he is comfortable with the apartment changes and indicated that it is very important for the clubhouse project to proceed. He is opposed to the ILF adjustment in its entirety. Council Member Dalpiaz stressed the importance of listening to and honoring the input of the residents who currently live in and around the Village at Prominence Point project. He is also opposed to the changes to the ILF but will support the change to the apartments as well as including underground parking to the project so long as it can be appropriately engineered. Council Member Ekstrom agreed and stated she can support the direction of the Council.

Mayor Berube then facilitated discussion among the Council regarding the trail and the alignment of Cold Water Creek through the project area; Council Member Cevering stated he does not think there should be any adjustment to the alignment of the creek, and he does believe that the trail should be required. He added that it is important to ensure that the trail and creek will be well maintained and clean. Mayor Berube noted Visionary Homes has dedicated \$15,000 to be used for improvements/beautification of the creek area. He added that without relocating the creek, there will be three unbuildable lots. Council Member Cevering suggested that those unbuildable lots be repurposed as a dog park or other type of open space amenity in the project. Council Member Dalpiaz agreed that the trail is important and should be required as planned. Council Member Barker stated he does not have strong opinions regarding trails, but he believes the City should follow the commitments made in the original development agreement regarding that amenity. Council Member Ekstrom agreed and added that she feels that the creek alignment should be left as it is. She supports improvements of the creek bed and open space so that people can visit and enjoy the area. Mayor Berube wondered if the City can make a final decision on the creek alignment or if that is an issue to be decided upon by the Army Corps of Engineers. City Engineer Gardner stated that long before the area surrounding the creek was developed, the creek flowed in a different pattern. It ran west along 1900 North and turned south at approximately 150 East. When the subdivisions in the area were built, rerouting the creek was proposed to the Army Corps of Engineers. The developers received a stream alteration permit and rerouted the creek to its current location. So, where the creek is at today is not where it has been for eons; rather, it has only been in that location for the last few decades. He agreed additional rerouting can be

considered and decided upon by the Army Corps of Engineers; additional bank improvements are required as part of the improvement plans that were approved in relation to the Village at Prominence Point project. Mayor Berube stated it is necessary for the City to impose appropriate setbacks along the creek.

Council Member Swanson then stated that he feels that the trail should be required as it was described in the original development agreement for the project; however, he is open to considering modifications to the trail to reduce the impact on adjacent private properties. Mayor Berube agreed that the City can be creative in considering adjustments to the trail design.

9. **PUBLIC COMMENTS**

Brenda Ashdown, North Ogden resident, stated it is her observation that when developers want something that the City may not be in favor of, they stand before the Council and raise their voice and become bullies in an attempt to secure approval of what they think they deserve. She stated that is so inappropriate and she finds it very offensive; tonight is not the only time she has sat through a meeting and witnessed that type of behavior and the developer who spoke tonight is not the only developer who has exhibited that behavior. If she were in the Council's position, she would have a very hard time listening to their demeaning and bullying behavior, while expecting support from the City.

Sandy Cochran, North Ogden resident, stated there seems to be some confusion about the amenities planned for the Village at Prominence Point project; pickleball courts were included in the original development agreement and it is not something new that Mr. Barrett has added to the project. The same is true for the bocce ball courts. She then referenced streetlights in the project; every time she raised the issue, she was told that streetlights could not be turned on until the clubhouse was completed, but they were turned on in December. Mr. Barrett spoke about this improvement during the Planning Commission meeting, indicating that powering the lights was simple and that he just connected the lights to power at the townhomes. She wondered why she had to ask for this improvement for over a year if it was so simple. She has been begging for a year and the fact that he did not turn them on sooner is evidence that he does not care about the residents in the project or about the concerns they express. She stated the landscaping around the ILF is necessary as the building will be so large and it needs to be softened; she does not feel it is appropriate to reduce the landscaping requirement for the ILF in favor of increasing landscaping near the apartment buildings. She stated that she is still concerned about the proposed expansion of the ILF, which will block her home and her view of the mountains. All the promises made to residents and the dreams they had of living there have been destroyed and she hopes that the Council will not give Mr. Barrett everything he has asked for. Mayor Berube reiterated that the Council will not approve the proposed adjustments to the ILF. Ms. Cochran thanked the Council for that decision.

Keith Ashdown, North Ogden resident, stated that there has been discussion about vetting contractors or builders working on projects in the City, but it would also be appropriate to consider the rating that has been given to Mr. Barrett regarding how he maintains projects he has completed in other cities. If those ratings are low, the City should not be working with them. He added that it is necessary to examine the commitment to build a 55-and-older project within the community as he believes that the ILF project includes many components that are not attractive to that demographic. He added he is tired of COVID being used as an excuse for any issue with a project; the Village at Prominence Point project started well before the COVID-19 pandemic, and he was upset to hear COVID referenced tonight as a reason for any of the problems at the site. He then noted that the City has denied applications for other four-story projects in the City, yet there will be a four-story building in this project, and he wonders if that will open the City to a lawsuit for discrimination. He discussed his concerns with underground parking in the area but noted that there are parking issues in the project that need to be addressed. He agreed with the Council's position on requiring the trail in the project; trails are great amenities not just for the residents that live directly adjacent to it, but for all residents and visitors to the City. Finally, he agreed that the clubhouse should be completed at the same time or prior to the construction of the apartment component of the project. Mayor Berube thanked Mr. Ashdown for his comments. He then briefly explained the history of the project; the development agreement was initially approved in 2017 and it allowed for a four-story building in the project area. The City must abide by that contract and Mr. Barrett is expected to abide by it as well.

Yaca Attwood, North Ogden resident, stated that she used to live in Chino Hills, California, but she wants Utah to be uniquely what it is; she does not expect Utah to be like other areas of the country, such as California. She asked that the Council consider projects that will keep Utah what it is.

Spencer Alexander, North Ogden resident, asked if during the initial discussions of this development the stream was discussed as a natural waterway or a canal. Council Member Swanson stated he believes it was discussed as a canal and that later on, it was identified as a creek that fell under the purview of the Army Corps of Engineers. Mr. Alexander stated he is sorry that the waterway was communicated to Mr. Barrett as if it were a creek, but it is vitally important that every party do what they can to preserve the creek as it is currently flowing; it is a natural body of water that collects water from the mountain and flows through the City. It is cold water, and it provides oxygenated water for fish; it is a gem and the type of thing that other communities desire. He understands the concerns of residents who will have people walking adjacent to their backyard on the trail or to access the waterway. He feels that the good that will come from the creek will outweigh the bad that has been communicated by other residents. Mayor Berube stated he believes the Council is very sensitive to the need to preserve waterways such as Cold Water Creek.

Korilyn Hietala, North Ogden resident, stated she is very sad because the pictures she was shown when she purchased her home identified the trail behind her property, not in a location that would require one-third of her property. She is paying taxes on property that will be used for a trail and she wondered if she will be required to maintain it or have liability for anything that occurs on the trail. She stated she understands that the City's Parks and Recreation Director wants the trail, but she wondered if that individual has a trail running through their yard. She then concluded that Police Officers do not patrol trails unless they receive a call for service. She understands the desire for trail connectivity, but this portion for the trail will not provide that connectivity and will result in users of the trail backtracking and travelling a longer distance. She then asked that Mr. Barrett and the Council consider relocating the ILF to the location of the clubhouse; she understands the footprint may not be the same, but consideration could be paid to shifting other components of the project to make that possible. This would reduce the impact on the residents that live adjacent to the ILF site who will have their view entirely always blocked and have their home in the shade. She wondered if the Council is aware that all units in the ILF will be rented. Additionally, the number of residents that will potentially live in the project area cannot be accommodated by the club house at the size that has been planned.

Stephanie Bates, North Ogden resident, thanked the Council for their careful consideration of the matters before them. She thanked them for making the decision that the ILF will be too big and that the requested amendment is not appropriate. She echoed the comments made about the inappropriateness of blaming issues at the project on COVID. She agreed with Ms. Ashdown that Mr. Barrett was speaking in a bullying manner, and he should not expect to get everything he wants from the City. She agreed with Ms. Hietala that the clubhouse size is not large enough for the number of people that may eventually live in the project. Finally, she suggested that the City not entertain another project with Mr. Barrett.

Dee Anna, North Ogden resident, also thanked the Mayor and Council for their discussion tonight and for listening to the concerns of the residents. She understands the development agreement is binding, but she wondered why the marketing materials for the project did not include information about all of the future components of the project, especially the ILF. She added there are a few HOAs in South Salt Lake where the developer lives on site so that he is aware of what is happening at the project. Given that Mr. Barrett is an absentee developer, he may not be aware of what is happening.

Lauren Ludtke, North Ogden resident, also thanked the Mayor and Council for their concern about the timing of completing the clubhouse and other amenities. She purchased her home in July of 2020 and has relied upon the promise made to her that the clubhouse and other amenities would be finished by the following spring. That time has since come and gone, and she would have never bought her home if she thought that those amenities would not be provided. Additionally, she confirmed that the pickleball and bocce ball courts were included in the original plans for the project. She agreed that the clubhouse is

too small for the project, especially the fitness center that will only have three treadmills. She stressed that the promises made to residents have not been kept and that is very frustrating.

Susan Kilborn, North Ogden resident, thanked former Council Member Stoker for her service and indicated she will be missed. She welcomed Council Member Dalpiaz and indicated she has high expectations for him. She also wished Council Member Barker a Happy Birthday. She then asked if the City has future financial commitments to Mr. Barrett and his Ameritage Limited Liability Corporation (LLC), which has filed Chapter 11 Bankruptcy and has several lawsuits pending against him. Mr. Call stated there are no financial obligations to the City associated with the development project. Ms. Kilborn wondered why the City is dealing with this corporation whatsoever and she indicated she has great sympathy for the people who live in this project and have not had their expectations come to fruition. She stated that she and her husband live in an HOA, and she has never encountered the types of actions that those who live in Village at Prominence Point have. She stated the City should 'wash its hands' of this project.

Mike Lopez, North Ogden resident, thanked the Council for listening to the input provided by residents tonight. He then noted there are plans for a new elementary school near the project area and some residents who currently live in the Village at Prominence Point project were denied access to an existing school because of overcrowding issues. He stated these types of issues need to be taken into consideration when determining the amount of density to approve for a project like this. He believes the City has allowed overcrowding in this area and some of the apartment buildings should be eliminated from the project. He referenced the three unbuildable lots and stated Mr. Barrett should have planned for the creek and built around it. He advised the City to use the area for a park or additional vehicle parking for the project. Mayor Berube stated that the City does not have total control over how the remainder of the project is built out so long as it complies with zoning regulations.

Brian Bates, North Ogden resident, also thanked the Mayor and Council for listening to residents tonight. He noted one of his greatest concerns for the ILF is the underground parking and he asked if it will only include 30 parking stalls. Mayor Berube stated he believes it is closer to 60 spaces. Mr. Bates stated that the units in the ILF will be three bedrooms, but there will not be enough underground and surface parking to accommodate the number of residents that will live there. He then noted that there was a 7-Eleven planned for the corner of 1700 North and Washington Boulevard and he asked if that project has stalled because of water issues; if that is the case, the water issues further to the west where the ILF is planned will be much worse. He concluded that he agreed that the clubhouse amenity is too small for the overall project size.

Mayor Berube thanked everyone who provided input tonight.

10. COUNCIL/MAYOR/STAFF COMMENTS

Council Member Swanson stated the City did spend a considerable amount of time to vet Mr. Barrett, and they received glowing reviews of the projects he has completed in Arizona. He added all elected officials of the City have taken an oath to defend the constitution, which include landowner rights; the City cannot legally strip someone of their constitutional rights. The Council does not always make the right decision and improvement will be realized as everyone gains more experience. Mayor Berube agreed and stated there is no such thing as perfection.

Mr. Call reported on the need to schedule additional work session meetings soon as the Fiscal Year (FY) 2021-2022 budget process commences.

Mayor Berube reported he has considered making the following assignments: he asked Council Member Delpias to serve as the liaison to the Planning Division, Council Member Cevering to serve as the liaison to the Police Department, Council Member Barker to serve as the liaison to the Parks and Recreation Department, Council Member Swanson to serve as the liaison to Finance, and Council Member Ekstrom to serve as the liaison to Public Works. He is willing to discuss any of these requests with the Council but thanked them for considering his assignment.

11. ADJOURNMENT

Council Member Ekstrom motioned to adjourn the meeting. Council Member Swanson seconded the motion.

Voting on the motion:

Council Member Barker	aye
Council Member Cevering	aye
Council Member Delpias	aye
Council Member Ekstrom	aye
Council Member Swanson	aye

The motion passed unanimously.

The meeting adjourned at 9:07 p.m.

S. Neal Berube, Mayor

Susan L. Nance, CMC
City Recorder

Date Approved

Not Approved



NORTH OGDEN CITY STAFF REPORT

TO: MAYOR AND CITY COUNCIL
FROM: SUSAN NANCE, CITY RECORDER
SUBJECT: RICK SCADDEN ANNEXATION
DATE: 2/17/2022

Rick Scadden has submitted an application for himself, as well as George Evans and Brett Johnston to petition for annexation of 9.93 Acres located at approximately 3525 North 100 West in Weber County, Utah. As required by Utah State Code the Weber County Surveyor has reviewed and given conditional approval of the annexation plat map to Landmark Surveying, Inc. The property being proposed for annexation is within the North Ogden City's Annexation Declaration Policy and Map. The Petitioner is requesting the RE-20 Zone, which the Planning Commission will review and make a recommendation to the City Council at a later date. The petitioner meets all the requirements to start the annexation process and it is recommended that the City Council accept the petition to start the annexation process.

Annexation to North Ogden City Ordinance No. ____

PART OF THE SW 1/4 OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
Weber County, Utah, Prepared December 2021

Hill & Marriott Properties, LC
16-037-0046

Zoom Inc.
16-037-0020

Taylor Family Revocable Trust,
dated June 17, 1985
16-037-0023

9.93 Acres, m/l

Stoneridge Subdivision(s)

Kami F. Marriott Living Trust
16-037-0017

Brett & Jamie Johnston Family
Trust dated 03-03-2020
16-037-0093

Scale ~ 1" = 80'

Legend

- STREET CENTERLINE
- EXISTING CITY BOUNDARY
- SECTION CORNER

CITY ACCEPTANCE

I hereby certify that this annexation to the corporate limits of North Ogden City has been accepted by the Mayor and the City Council by Ordinance passed on the ____ day of _____, 20____.

In witness hereof I hereby set my hand and affix the corporate seal of the City of North Ogden City.

Approved this ____ day of _____, 20____.

Mayor

Attest: City Recorder

WEBER COUNTY SURVEYOR

This plat is hereby approved as a final local entity plat as required by UCA 17-23-20.

Approved this ____ day of _____, 20____.

Weber County Surveyor

BOUNDARY DESCRIPTION

A tract of land located in the Southwest Quarter of Section 20, Township 7 North, Range 1 West, Salt Lake Base and Meridian, said tract lying north of the Ogden-Brigham Canal, said canal described and recorded in Book 122 page 385 and Book 122 page 551 in 1995 and 1996, described as follows:

Commencing at a point located on the north line of the Ogden-Brigham Canal and the Quarter Section line, said point being located North 00°03'16" East 55.148 feet, FROM the South Quarter corner of said Section 20; RUNNING thence the following twenty three (23) courses along said north line of the Ogden-Brigham Canal;

- 1) North 53°29'56" West 2.90 feet;
 - 2) along the arc of a curve to the Left 43.23 feet, having a radius of 320.00 feet with a chord bearing and distance of North 57°22'10" West 43.20 feet (C1);
 - 3) North 61°14'00" West 281.50 feet;
 - 4) along the arc of a curve to the Left 53.76 feet, having a radius of 320.00 feet with a chord bearing and distance of North 66°02'46" West 53.70 feet (C2);
 - 5) North 70°52'00" West 37.90 feet;
 - 6) along the arc of a curve to the Right 55.36 feet, having a radius of 80.00 feet with a chord bearing and distance of North 51°02'32" West 54.26 feet (C3);
 - 7) North 31°14'00" West 76.01 feet;
 - 8) North 58°46'00" East 30.00 feet;
 - 9) North 31°14'00" West 115.80 feet;
 - 10) along the arc of a curve to the Left 66.45 feet, having a radius of 150.00 feet with a chord bearing and distance of North 49°55'28" West 65.91 feet (C4);
 - 11) North 56°37'00" West 49.20 feet;
 - 12) along the arc of a curve to the Right 22.95 feet, having a radius of 50.00 feet with a chord bearing and distance of North 43°28'02" West 22.75 feet (C5);
 - 13) North 30°22'00" West 20.41 feet;
 - 14) along the arc of a curve to the Left 154.50 feet, having a radius of 150.00 feet with a chord bearing and distance of North 59°50'26" West 147.76 feet (C6);
 - 15) North 89°22'00" West 18.62 feet;
 - 16) South 00°38'00" West 30.00 feet;
 - 17) along the arc of a curve to the Right 33.76 feet, having a radius of 80.00 feet with a chord bearing and distance of North 77°10'30" West 33.51 feet (C7);
 - 18) North 65°11'00" West 27.60 feet;
 - 19) along the arc of a curve to the Right 48.45 feet, having a radius of 380.00 feet with a chord bearing and distance of North 61°31'51" West 48.42 feet (C8);
 - 20) North 57°51'30" West 35.99 feet;
 - 21) North 32°08'30" East 10.00 feet;
 - 22) North 57°51'30" West 84.90 feet;
 - 23) along the arc of a curve to the Right 25.08 feet, having a radius of 70.00 feet with a chord bearing and distance of North 47°35'32" West 24.95 feet (C9), to a point on a sixteenth section line being an old fence line;
- Thence South 88°39'11" East 1193.26 feet, along said sixteenth section line fence, to the center south sixteenth corner;
Thence South 00°37'46" West 768.84 feet, to the point of beginning.
Containing 9.93 acres, more or less.

NARRATIVE

The purpose of this survey is to produce a plat for the annexation of the property shown.

It should be noted that the basis of bearing for this survey is based on the physical monuments shown.

The annexation is intended to include all of the land north of the Ogden-Brigham canal that is owned by Zoom, Inc. and the Taylor Family Revocable Trust dated June 17, 1985.

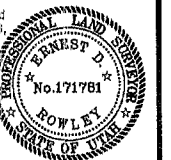
The deeds for the properties identify the north and east boundaries as the sixteenth section line and quarter section line respectively.

A record of survey filed as number 6397 shows that there is a fence line on the north of the property which was held as the boundary but did not hold the fence line on the east of the property and no reason for holding one but not the other was provided in the plat.

The location of the canal is based on the same record of survey (6397) which indicates finding government monuments marking the north boundary.

SURVEYOR'S CERTIFICATE

I, Ernest D. Rowley, do hereby certify that I am a professional land surveyor in the State of Utah and hold certificate no. 171781-2201 in accordance with Title 58, Chapter 22 known as the Professional Engineers and Land Surveyor's Licensing Act. That I have prepared this plat in accordance with UCA 17-23-20. That this plat and the description hereon are sufficient to enable the county surveyor to establish the boundary on the ground and sufficient to enable the county recorder to identify, for tax purposes, each tract or parcel included within the boundary.



Curve Table					
Curve	Delta	Radius	Tangent	Length	Chord Bearing & Distance
C1	7°44'27"	320.000'	21.65'	43.23'	N 57°22'10" W 43.20'
C2	9°37'35"	320.000'	26.95'	53.76'	N 66°02'46" W 53.70'
C3	39°38'50"	80.000'	28.84'	55.36'	N 51°02'32" W 54.26'
C4	25°22'58"	150.000'	33.78'	66.45'	N 49°55'28" W 65.91'
C5	26°18'00"	50.000'	11.68'	22.95'	N 43°28'02" W 22.75'
C6	59°00'52"	150.000'	84.89'	154.50'	N 59°50'26" W 147.76'
C7	24°10'44"	80.000'	17.14'	33.76'	N 77°10'30" W 33.51'
C8	7°18'20"	380.000'	24.26'	48.45'	N 61°31'51" W 48.42'
C9	20°31'54"	70.000'	12.68'	25.08'	N 47°35'32" W 24.95'



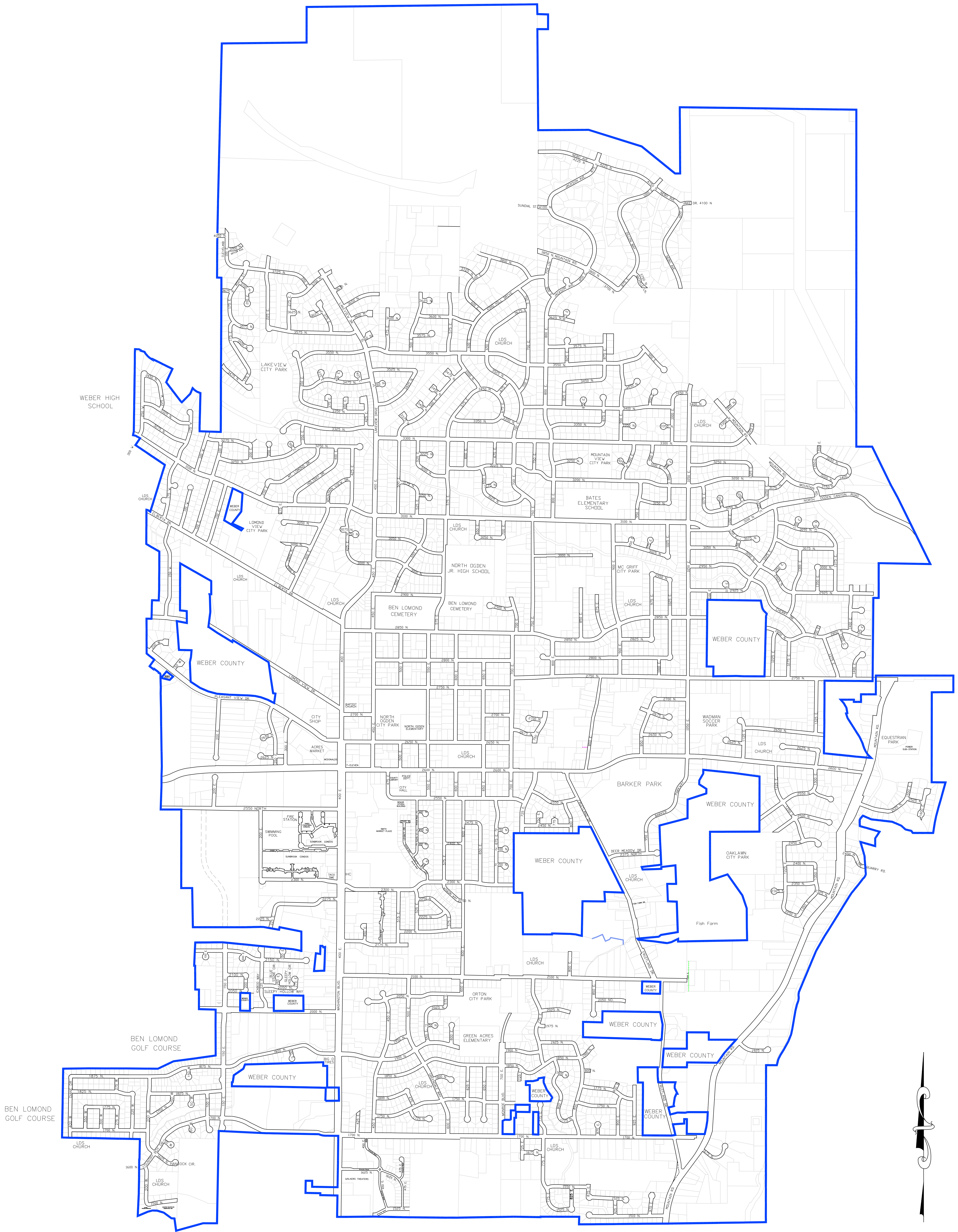
CLIENT:
Address:

Annexation in the SW 1/4 of Section 20,
Township 7 North, Range 1 West, Salt Lake Base and Meridian.

DRAWN BY: EDR
CHECKED BY: ...
DATE: December 17, 2021
FILE: 4227

Weber County Recorder

Entry no. _____
Fee paid _____
Filed for record and recorded
____ day of _____, 20____
at _____
In book _____ of official records,
on page _____
County Recorder: Leann
By Deputy: _____



ANNEXATION AREA
North Ogden City

SCALE: NONE

REVISED March 18, 2015



COPY

ORDINANCE NO. 2003- 03

AN ORDINANCE ADOPTING THE NORTH OGDEN CITY ANNEXATION POLICY PLAN DATED JANUARY 28, 2003.

WHEREAS, The 2001 Utah Legislature required a city to adopt annexation policy plan before such city annexes any property after December 31, 2002; and

WHEREAS, The annexation *policy* plan requirements are contained in §§10-2-401.5 Utah Code; and

WHEREAS, North Ogden City developed an annexation policy plan in accordance with in §§10-2-401.5 Utah Code; and

WHEREAS, The North Ogden City Planning Commission, after meeting with the Harrisville and Pleasant View Planning Commissions, negotiated future annexation areas; and

WHEREAS, The North Ogden City Planning Commission advertised in the official newspaper of general circulation, *Standard Examiner*, on October 28, November 4, and 11, 2002, for a public hearing held on November 13, 2002; and

WHEREAS, The North Ogden City Planning Commission held a public hearing on November 13, 2002, and received no public comments; and

WHEREAS, The North Ogden City Planning Commission did not receive any written comments during the 10-day waiting period after the public hearing; and

WHEREAS, The North Ogden City Planning Commission recommended to the North Ogden City Council approval of the North Ogden City Annexation Policy Plan without any modifications;

WHEREAS, The North Ogden City Council advertised in the official newspaper of general circulation, *Standard Examiner*, on December 30, 2002, for a public hearing on the annexation policy plan to be held on January 14, 2003; and

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF NORTH OGDEN CITY:

SECTION 1. The North Ogden City Annexation Policy Plan dated January 28, 2003 is hereby adopted.

PASSED AND ADOPTED this 28th day of January 2003.

FOR NORTH OGDEN CITY:

ATTEST:


Lynn C. Muirbrook, Mayor

53. fui. Spendlove
S. Annette Spendlove,
City Recorder

NORTH OGDEN CITY



ANNEXATION POLICY PLAN

January 28, 2003

NORTH OGDEN CITY

Annexation Policy Plan

I. Introduction.

The North Ogden City Annexation Policy Plan is developed in accordance with Utah Code §10-2-401.5. In developing this plan, the North Ogden City Planning Commission and the North Ogden City Council considered all unincorporated areas between the City corporate boundaries and its neighboring communities. This plan attempts to avoid any overlaps with the expansion areas of other municipalities. The Planning Commission met with Pleasant View Planning Commission on September 5, 2002 and met with the Harrisville Planning Commission on September 25, 2002.

In developing this Annexation Policy Plan, North Ogden City considered the population growth projections for the city and adjoining areas for the next 20 years. Consideration was also given to the current and projected costs of infrastructure, urban services, and public facilities necessary.

The North Ogden City Annexation Policy Plan is to facilitate full development of the area within the current city boundaries and to expand the infrastructure, services, and facilities into the area being considered for inclusion in the expansion area. This plan is developed in conjunction with the North Ogden City General Plan, and the need over the next 20 years for additional land suitable for residential, commercial, and industrial development. Included in this plan are the reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in and around the city.

The proposed annexation boundaries are drawn, as practicable and feasible, along the boundaries of existing special districts for sewer, water, and other services, along the boundaries of school districts whose boundaries follow city boundaries or school districts adjacent to school districts whose boundaries follow city boundaries, and along the boundaries of other taxing entities. This plan is to eliminate islands and peninsulas of territory that are not receiving City services. The plan analyzed any overlapping functions to consider the consolidation of such functions so there is an efficient delivery of services and the City is equitable in its distribution of community resources and obligations.

II. Criteria For Granting Future Annexation Petitions.

A. Character of the Community.

Historically, North Ogden City was an agricultural community settled in the mid-1800s. The community had many fruit orchards, but as time has moved on either the farmers have tired of farming or their heirs do not desire to farm. As a result, the orchards have been sold for residential development and North Ogden has become a bedroom community with its residents being employed in various employment centers along the Wasatch Front.

Today, North Ogden City is an open-space suburb and community that provides housing for people of all income levels and styles of living. The City's housing stock is largely single-family detached housing, however there is adequate attached housing to meet affordable housing needs. The community has two senior single-family detached housing subdivisions, a senior twin-home development, and one senior multi-family housing project.

The City has a commercial core that provides retail services for the community's daily needs. However, clothing and large item purchases, such as furniture, appliances, new vehicles (an used car lot does exist in the city), recreational vehicles, etcetera, must take place out of the city.

North Ogden City has very little industrial activity. Only one industrial operation, Slik-Pak, exists in the city.

B. Municipal Services In Developed And Undeveloped Unincorporated Areas.

North Ogden City provides culinary water, sanitary sewage collection, solid waste collection, and storm water drainage infrastructure services. The City also provides public safety services through its own police department. Fire safety and emergency medical services are provided by the North View Fire Department, which is a three-city fire department governed by the mayors of Harrisville, North Ogden, and Pleasant View. North Ogden City has a parks and recreation system operated by its own parks and recreation department. North Ogden also provides land use planning and protection services through its Planning Department.

The expansion and extension of municipal services are based on the following standards:

1. Adequate culinary water pressure and storage capacity is required for development to take place.
2. Along with the culinary water pressure and storage demands, fire flow standards in accordance with the Uniform Fire Code must also be met.
3. North Ogden City requires all sanitary sewer collection to be gravity flow. Individual homeowner owned and operated pump stations are permitted, but the City's wastewater collection system is to be free of pumping or lift stations.
4. Every development must accommodate the storm drainage demands for a five-year storm.
5. Every subdivision must have a second-access when at least one of the following exists:
 - A. A residential lot is more than 1600-feet from a through street;

B. More than 60-single-family residential lots, or 60-residential units; or 100,000 square feet of commercial or industrial space, whichever is less, are platted or developed.

6. North Ogden City wants land use control of the land fronting all streets in its corporate boundaries.

C. Financing of Services.

The developer of the land pays for the new public infrastructure. Impact fees are collected on building permits for new structures to pay the proportionate share of the impact new development has on capital improvements. The expansion of public services, such as the law enforcement, fire, and emergency medical services, administrative, and parks, and community development are paid through the property taxation of the land.

D. An estimate of the tax consequences to residents both currently within the municipal boundaries and in the expansion area.

North Ogden City has performed studies to identify the impact of new development on the City. As a result of these studies, the City Council has adopted impact fee schedules to avoid the financial impact of new development on the existing residents. The impact fee studies also assure that the new development impact fee funds do not subsidize existing development. The monthly fee schedules on culinary water, sanitary sewer, and storm water provides for the on-going replacement costs, system upgrades, and maintenance of the respective infrastructure systems.

III. Special District and Public Service Franchise Area Boundaries.

Special districts serving the North Ogden City area are:

1. Weber County School District.
2. Ben Lomond Cemetery District.
3. Weber County Mosquito Abatement District.
4. Pine View Water Systems District.
5. North View Fire Department.
6. Central Weber Sewer Improvement District.
7. Bona Vista Water Improvement District.

Public service companies serving North Ogden City are:

1. Utah Power Company for electrical power.

2. Questar Gas Company for natural gas service.
3. Qwest for telecommunications service.
4. AT&T Broadband for cable television and telecommunications service.

All but two of the public service providers and special districts serve North Ogden City and the areas it plans to annex in the next 20-years. The two agencies having boundaries that do not include all of the present North Ogden City jurisdictional boundaries and the areas the City plans to annex are the Ben Lomond Cemetery District and the Bona Vista Water Company.

The Ben Lomond Cemetery District covers all of North Ogden City and its intended annexation area, except the Silver Springs Subdivision located west of Mountain Road at the 1510 North Street and 1525 North Street. The Silver Springs Subdivision is already located in North Ogden City. Annexation plans do not conflict with the Ben Lomond Cemetery District.

The Bona Vista Water Improvement District serves the Harrisville area, but its storage facilities are located east of Mountain Road in North Ogden City. Some residents south of 1700 North Street in North Ogden City are connected to the Bona Vista waterline, but since 1990, all new developments in the Bona Vista Water Company service area that is located in North Ogden City, must be connected to the North Ogden City Culinary Water System.

Justification for excluding from the expansion area any area containing urban development within one-half mile of the city boundary.

No unincorporated area within one-half mile of the North Ogden City boundary and not located in another incorporated city, is proposed to be excluded from this annexation policy plan, except land owned by the United States Department of Agriculture – Forest Service located north and east of North Ogden City.

III. A statement addressing any comments made by affected entities at or within ten days after the public meeting.

On November 13, 2002, the North Ogden Planning Commission held its public hearing and no comments were received. During the 10-day written comment period Pleasant View City submitted its annexation policy plan. The Pleasant View Annexation Policy Plan is in harmony with the boundaries agreed upon by both planning commissions on September 5, 2002.

IV. Map of The Expansion Area.

Attached is a map showing the proposed annexation area for North Ogden City. A narrative explanation of each area is provided below. No area outside of Weber County is proposed for annexation.

The Planning Commission reviewed the proposed annexation policy plan on September 24, 2002. Because Ogden City and North Ogden City have no unincorporated area between its

borders, a meeting between the two cities did not take place. The Pleasant View Planning Commission and the North Ogden Planning Commission met on September 5, 2002 and mutually agreed on what areas would be annexed into the respective cities. Because there are no cities north or east of North Ogden City within one-half mile of its current corporate boundaries, no other cities have been consulted.

Pleasant View City

The two areas of unincorporated property between North Ogden City and Pleasant View: (1) the unincorporated island located north of 3425 North and 3275 North, from 225 West Street to 100 East Street; and (2) the area north of the power line. The Pleasant View City Planning Commission and the North Ogden City Planning Commission met on September 5, 2002. Both Planning Commissions agreed with the following:

1. North Ogden City will annex the portion of the unincorporated island located north of 3425 North and 3275 North, from 225 West Street to 100 East Street, from the center of the canal, south. It is intended that Pleasant View City will annex north of the canal.
2. The second area of unincorporated land is located at the point where the two cities meet at the Utah Power Company power line parcel. Along with the Utah Power Company, there is private land located north of the power line parcel and south of the U.S. Forest Service land. North Ogden City plans to annex that area from its current northwest corner, north to the United States Department of Agriculture – Forest Service property, and east to the Forest Service property east of North Ogden City.

Harrisville City

Between Harrisville and North Ogden are two unincorporated areas. The first area is located along 2000 North Street and west of 400 East Street (Washington Boulevard). The second area is located west of 400 East Street at the 1500 North Street alignment north to approximately 200-feet south of 1900 North Street, and west to the 150 East Street alignments.

The Harrisville Planning Commission and North Ogden City Planning Commission met on September 25, 2002 to discuss the respective annexation policy plans. In the first area, North Ogden City intends to annex from the west of its present corporate boundaries as far west as the natural drainage will drain to the east. This area will be the area along the east and west of 150 East Street, from the Ben Lomond Golf Course to 2550 North Street.

In the second area, North Ogden City intends to annex all of the unincorporated area located west of 400 East Street, west to its present corporate border at the 150 East Street alignment, from approximately 1525 North Street, north to the present North Ogden City corporate boundaries south of 1900 North Street.

The North Ogden Planning Commission was unanimous on these areas intended for annexation. The North Ogden Planning Commission agreed with the Harrisville Planning Commission that any residential development in the area south of 1900 North Street, south

to the present Harrisville corporate boundary at approximately the 1500 North Street alignment, and from the 150 East Street alignment, east to 400 East Street should be commercial development and single-family residential lots with a minimum of 10,000 square foot lots. The North Ogden Planning Commission is recommending this stipulation if Harrisville City agrees to not place this area in its annexation policy plan.

Because there is no unincorporated private land between North Ogden City and Ogden City, there are no annexation plans between North Ogden City and Ogden City.

PROCESS

The North Ogden City Planning Commission held a public hearing on November 13, 2002 and provided notice by advertising for at least 14-days. This public hearing allowed Harrisville, Ogden, and Pleasant View and Weber County to examine this proposed annexation policy plan and provide input on it. No input was provided at the public hearing.

Following the public hearing, the North Ogden Planning Commission will accept and consider any additional written comments from affected entities until November 25, 2002. No comments were received during this written comment period, therefore no modifications were made and subsequent public hearing held. The Planning Commission recommended approval of the Annexation Policy Plan to the City Council.

On January 14, 2003, the City Council held a public hearing, after advertising for at least 14-days and notifying Harrisville, Ogden, Pleasant View, and Weber County, on the planning commission's recommended annexation policy plan. The City Council adopted this plan without modification on January 28, 2003 by adopting ordinance #2003-02.

North Ogden City submitted a copy of this annexation policy plan to the Weber County Board of Commissioners of this annexation policy plan January 29, 2003, which was within 30 days of adoption.

FRANCHISE AGREEMENT

_____ – SENAWAVE COMMUNICATIONS

THIS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between the City of North Ogden, Utah (hereinafter “CITY”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 505 East 2600 North, North Ogden, Utah, 84414, and Senawave Communications, an Utah Corporation (hereinafter “PROVIDER”) with its principal offices at 2075 S. Pioneer Road Ste B, Salt Lake City, UT 84104

W I T N E S S E T H:

WHEREAS, the PROVIDER desires to provide voice, data or video transmission services within the CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 8, Chapter 2 of the North Ogden City Municipal Code (hereinafter the “Telecommunication Rights-of-Way Ordinance”) which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the PROVIDER a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the PROVIDER agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. The PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the PROVIDER to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY’s authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. The CITY shall give the PROVIDER notice as required under the Utah Open Meetings Act and other relevant provisions of Utah and North Ogden City Code. No special notice is implied or required. An opportunity to be heard concerning any proposed amendment is part of the public meeting legislative process. If there is any inconsistency between the PROVIDER's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term provided that such terms are not otherwise rendered illegal under state or federal laws. Otherwise, the PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon the PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City. All equipment which is used to broadcast or receive a signal via wireless, satellite, or other similar way may not be located in the public right of way, but must be located on a separately leased adjoining parcel and comply with all land use ordinances, building department approvals and other relevant City Code sections. All equipment which shall be constructed above ground in the existing right of ways shall receive approval from the appropriate city authority prior to installation, including a review for safety purposes. The franchise does not grant to the PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the PROVIDER's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. The PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, the PROVIDER shall pay to the CITY a tax of 3.5% of the gross receipts in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 Equal Treatment. CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, the CITY will either impose and collect from such third party a fee or tax on Gross Revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of the CITY, or waive collection of the fees provided for herein that are subject to such competition.

ARTICLE 3. TERM AND RENEWAL.

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by the PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of the PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between the PROVIDER and the CITY, or by revocation or forfeiture, the PROVIDER shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of the PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

ARTICLE 4. PUBLIC USE RIGHTS.

4.1 City Uses of Poles and Overhead Structures. The CITY shall have the right, without cost, to use all poles owned by the PROVIDER within the CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the CITY shall be for activities owned, operated or used by the CITY for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the PROVIDER attached equipment to the poles, or alter the manner in which the PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of the PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by the PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. The CITY's use rights shall also be subject to the parties reaching an agreement regarding the CITY's maintenance of the CITY attachments.

ARTICLE 5. POLICE POWERS.

The CITY expressly reserves, and the PROVIDER expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY.

6.1 Meet to Confer. The PROVIDER and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the PROVIDER conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the PROVIDER and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction,, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's Excavation Permit Ordinance. For the PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the CITY's Excavation Permit Ordinance.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

7.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The PROVIDER fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) The PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within the PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the PROVIDER notice of such determination, the PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the PROVIDER; or

(c) The PROVIDER becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the PROVIDER within sixty (60) days.

(d) The PROVIDER, or its contractors damage CITY or private property during the installation and maintenance of its telecommunication network and fails to repair or compensate the property owner for the damage. PROVIDER shall be given sixty (60) days written notice to complete any required repairs.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

7.3 Remedies at Law. In the event the PROVIDER or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8. PARTIES' DESIGNEES.

8.1 CITY designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the PROVIDER to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at Attn: City Recorder, 505 East 2600 North, North Ogden, UT 84414, or such other officer and address as the CITY may designate by written notice to the PROVIDER.

8.2 PROVIDER Designee and Address. The PROVIDER's CEO David Bradshaw or his or her designee(s) shall serve as the PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to the PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER's headquarter offices at 2075 S Pioneer Road Ste B Salkt Lake City UT 84104, and such other office as the PROVIDER may designate by written notice to the CITY.

8.3 Failure of Designee. The failure or omission of the CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppels by the CITY or PROVIDER.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, the PROVIDER shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the PROVIDER is effectively self-insured if the PROVIDER has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the PROVIDER from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

9.2 Indemnification. The PROVIDER agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the PROVIDER's acts, including the acts of PROVIDER's contractors, or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the PROVIDER of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in

the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the PROVIDER to assume the defense of such with counsel of the PROVIDER's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the PROVIDER shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 10. INSTALLATION

10.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, PROVIDER shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

10.2 Underground Installation. Unless otherwise provided, all of PROVIDER's facilities within the CITY shall be constructed underground. Notwithstanding the provisions of Article 1.3 of this Agreement, PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

10.3 Damage to Property. If during installation of any facility, line, or equipment under the provisions of this Agreement, PROVIDER, its contractors, agents, or other individuals damage any municipal property, including all street improvements, utility improvements, or third party improvements PROVIDER agrees to fully restore the property, at their expense, to established municipal standards. If PROVIDER'S its agents, contractors, or other individuals insurance coverage does not fully cover the costs of repairs required because of any act of PROVIDER, its agents, contractors or other individuals PROVIDER shall complete the repairs at their own expense. If property damage occurs CITY may require, at its discretion that PROVIDER complete the necessary repairs. Under no condition is CITY required to complete the repairs and seek to obtain repayment from PROVIDER or insurance companies unless CITY elects to do so.

ARTICLE 11. GENERAL PROVISIONS

11.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.

11.3 Time of Essence. Time shall be of the essence of this Agreement.

11.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this ____ day of _____, 20____

“CITY”
CITY OF NORTH OGDEN

By: _____
S. Neal Berube, Mayor

ATTEST:

Susan Nance, City Recorder

APPROVED AS TO FORM:

Jonathan Call, City Attorney

“PROVIDER”

Vaix Inc Dba Senawave Communications,
an Utah Corporation

By: _____
David Bradshaw, Chief Executive Officer

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On the ____ day of _____, 20__ personally appeared before me David Bradshaw, who being by me duly sworn did say that he or she is the Chief Executive Officer of Senawave Communications, and that the foregoing instrument was signed on behalf of said company by authority of its board of directors and/or its company documents; and he acknowledged to me that said company executed the same.

Notary Public
Residing at: _____
My Commission Expires:_____

EXHIBIT “A”
Telecommunications Rights-of-Way Ordinance

8-2: TELECOMMUNICATIONS; USE OF RIGHTS OF WAY**8-2-1: FINDINGS AND INTENT; AUTHORITY****8-2-2: DEFINITIONS****8-2-3: ADMINISTRATION; GENERAL PROVISIONS****8-2-4: APPLICABILITY; EXCEPTIONS****8-2-5: FRANCHISE REQUIRED****8-2-6: APPLICATION FOR FRANCHISE****8-2-7: COMPENSATION, FEES AND PAYMENTS****8-2-8: INSURANCE, RECORD REQUIREMENTS****8-2-9: CONSTRUCTION, TECHNICAL REQUIREMENTS****8-2-10: PRIVATE PROPERTY; OBLIGATION TO NOTIFY****8-2-11: TRANSFER OF FRANCHISE AND LICENSE****8-2-12: ENFORCEMENT; RIGHTS OF CITY****8-2-13: SEVERABILITY****8-2-1: FINDINGS AND INTENT; AUTHORITY**

A. Rights Of Way: The city finds that the rights of way within the city:

1. Are critical to the travel and transport of persons and property in the business and social life of the city;
2. Are intended for public uses and must be managed and controlled consistent with that intent;
3. Can be partially occupied by the facilities of utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare and general economic well-being of the city and its citizens; and
4. Are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects upon the public from such facilities' construction, placement, relocation and maintenance in the rights of way.

B. Compensation: The city finds that the city should receive fair and reasonable compensation for use of the rights of way.

C. Local Concern: The city finds that while telecommunications systems are in part an extension of interstate commerce, their operations also involve rights of way, municipal franchising and vital business and community service, which are of local concern.

D. Promotion Of Telecommunications Services: The city finds that it is in the best interests of its taxpayers and citizens to promote the rapid development of telecommunications services, on a nondiscriminatory basis, responsive to community and public interest, and to assure availability for municipal, educational and community services.

E. Franchise Standards: The city finds that it is in the interests of the public to franchise and to establish standards for franchising providers in a manner that:

1. Fairly and reasonably compensates the city on a competitively neutral and nondiscriminatory basis as provided herein;
2. Encourages competition by establishing terms and conditions under which providers may use the rights of way to serve the public;
3. Fully protects the public interests and the city from any harm that may flow from such commercial use of rights of way;
4. Protects the police powers and rights of way management authority of the city in a manner consistent with federal and state law;
5. Otherwise protects the public interests in the development and use of the city infrastructure;
6. Protects the public's investment in improvements in the rights of way; and
7. Ensures that no barriers to entry of telecommunications providers are created and that such franchising is accomplished in a manner that does not prohibit or have the effect of prohibiting telecommunication services, within the meaning of the telecommunications act of 1996.

F. Power To Manage Rights Of Way: The city adopts this telecommunications chapter pursuant to its power to manage the rights of way, pursuant to common law, the Utah constitution and statutory authority, and receive fair and reasonable compensation for the use of rights of way by providers as expressly set forth by section 253 of the act.

HISTORY

Adopted by Ord. 1987 Code § 12.20.010 on 1/1/1987

8-2-2: DEFINITIONS

For purposes of this chapter, the following terms, phrases, words and their derivatives shall have the meanings set forth in this section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

APPLICATION: The process by which a provider submits a request and indicates a desire to be granted a franchise to utilize the rights of way of all, or a part, of the city. An application includes all written documentation, verbal statements and representations, in whatever form or forum, made by a provider to the city concerning: the construction of a telecommunications system over, under, on or through the rights of way; the telecommunications services proposed to be provided in the city by a provider; and any other matter pertaining to a proposed system or service.

CITY: North Ogden City, Utah.

COMPLETION DATE: The date that a provider begins providing services to customers in the city.

CONSTRUCTION COSTS: All costs of constructing a system, including make ready costs, other than engineering fees, attorney or accountant fees, or other consulting fees.

CONTROL OR CONTROLLING INTEREST: Actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the system or of a provider. A rebuttable presumption of the existence of control or a controlling interest shall arise from the beneficial ownership, directly or indirectly, by any person or group of persons acting in concert, of more than twenty five percent (25%) of any provider (which person or group of persons is hereinafter referred to as "controlling person"). Control or controlling interest, as used herein, may be held simultaneously by more than one person or group of persons.

FCC: The federal communications commission or any successor thereto.

FRANCHISE: The rights and obligations extended by the city to a provider to own, lease, construct, maintain, use or operate a system in the rights of way within the boundaries of the city. Any such authorization, in whatever form granted, shall not mean or include:

- A. Any other permit or authorization required for the privilege of transacting and carrying on a business within the city required by the ordinances and laws of the city;
- B. Any other permit, agreement or authorization required in connection with operations on rights of way or public property, including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the city or a private entity, or for excavating or performing other work in or along the rights of way.

FRANCHISE AGREEMENT: A contract entered into in accordance with the provisions of this chapter between the city and a franchisee that sets forth, subject to this chapter, the terms and conditions under which a franchise will be exercised.

GROSS REVENUE: Includes all revenues of a provider that may be included as gross revenue within the meaning of Utah Code 11-26, as amended.

INFRASTRUCTURE PROVIDER: A person providing to another, for the purpose of providing telecommunication services to customers, all or part of the necessary system which uses the rights of way.

OPEN VIDEO SERVICE: Any video programming services provided to any person through the use of rights of way by a provider that is certified by the FCC to operate an open video system pursuant to section 651 et seq., of the telecommunications act (to be codified at 47 USC title VI, part V), regardless of the system used.

OPEN VIDEO SYSTEM: The system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams and associated converters, equipment, or facilities designed and constructed for the purpose of producing, transmitting, receiving, or relaying video signals.

amplifying or distributing open video services to or from subscribers or locations within the city.

OPERATOR: Any person who provides service over a telecommunications system and directly or through one or more persons owns a controlling interest in such system, or who otherwise controls or is responsible for the operation of such a system.

ORDINANCE OR TELECOMMUNICATIONS ORDINANCE: This telecommunications chapter concerning the granting of franchises in and by the city for the construction, ownership, operation, use or maintenance of a telecommunications system.

PSC: The public service commission or any successor thereto.

PERSON: Includes any individual, corporation, partnership, association, joint stock company, trust or any other legal entity, but not the city.

PERSONAL WIRELESS SERVICES FACILITIES: Has the same meaning as provided in section 704 of the act (47 USC 332(c)(7)(c)), which includes what is commonly known as cellular and PSC services that do not install any system or portion of a system in the rights of way.

PROVIDER: An operator, infrastructure provider, reseller or system lessee.

RESELLER: Refers to any person that provides local exchange service over a system for which a separate charge is made, where that person does not own or lease the underlying system used for the transmission.

RIGHTS OF WAY: The surface of and the space above and below any public street, sidewalk, alley or other public way of any type whatsoever, now or hereafter existing as such within the city.

SIGNAL: Any transmission or reception of electronic, electrical, light or laser or radio frequency energy or optical information, in either analog or digital format.

SYSTEM LESSEE: Refers to any person that leases a system or a specific portion of a system to provide services.

TELECOMMUNICATIONS: The transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video and voice), without change in the form or content of the information sent and received.

TELECOMMUNICATIONS SERVICE OR SERVICES: Any telecommunications services provided by a provider within the city that the provider is authorized to provide under federal, state and local law, and any equipment and/or facilities required for and integrated with the services provided within the city, except that these terms do not include "cable service", as defined in the cable communications policy act of 1984, as amended by the cable television consumer protection and competition act of 1992 (47 USC 521 et seq.) and the telecommunications act of 1996.

TELECOMMUNICATIONS SYSTEM OR SYSTEM: All conduits, manholes, poles, antennas, transceivers, amplifiers and all other electronic devices, equipment, wire and appurtenances owned, leased or used by a provider, located in the rights of way and utilized in the provision of services, including fully digital or analog, voice, data and video imaging and other enhanced telecommunications services. Telecommunications system or systems also includes an open video system.

WIRE: Fiber optic telecommunications cable, wire, coaxial cable or other transmission medium that may be used in lieu thereof for similar purposes.

HISTORY

Adopted by Ord. 1987 Code § 12.20.040 on 1/1/1987

8-2-3: ADMINISTRATION; GENERAL PROVISIONS

- A. Conflicts: In the event of a conflict between any provision of this chapter and a franchise entered pursuant to it, the provisions of this chapter in effect at the time the franchise is entered into shall control.
- B. New Developments: It shall be the policy of the city to liberally amend this chapter, upon application of a provider, when necessary to enable the provider to take advantage of any developments in the field of telecommunications which will afford the provider an opportunity to more effectively, efficiently or economically serve itself or the public.
- C. Notices: All notices from a provider to the city required under this chapter or pursuant to a franchise granted pursuant to this chapter shall be directed to the officer as designated by the mayor. A provider shall provide in any application for a franchise the identity, address and phone number of the person designated to receive notices from

the city. A provider shall immediately notify the city of any change in such designated person's name, address or telephone number.

D. Exercise Of Police Power: To the full extent permitted by applicable law either now or in the future, the city reserves the right to adopt or issue such rules, regulations, orders or other directives that it finds necessary or appropriate in the lawful exercise of its police powers.

E. Construction:

1. Federal And State Statutes: This chapter shall be construed in a manner consistent with all applicable federal and state statutes.
2. Applicability: This chapter shall apply to all franchises granted or renewed after the effective date hereof. This chapter shall further apply, to the extent permitted by applicable federal or state law, to all existing franchises granted prior to the effective date hereof and to a provider providing services, without a franchise, prior to the effective date hereof.
3. Other Applicable Ordinances: A provider's rights are subject to the police powers of the city to adopt and enforce ordinances necessary to the health, safety and welfare of the public. A provider shall comply with all applicable general laws and ordinances enacted by the city pursuant to its police powers. In particular, all providers shall comply with the city zoning and other land use requirements.
4. City Failure To Enforce: A provider shall not be relieved of its obligation to comply with any of the provisions of this chapter or any franchise granted pursuant to this chapter by reason of any failure of the city to enforce prompt compliance.
5. Construed According To State Law: This chapter and any franchise granted pursuant to this chapter shall be construed and enforced in accordance with the substantive laws of the state.

HISTORY

Adopted by Ord. 1987 Code § 12.20.480, 12.20.500, 12.20.510, 12.20.520, 12.20.530, 12.20.540, 12.20.550, 12.20.560, 12.20.570 on 1/1/1987

Amended by Ord. 2006 Code on 1/1/2006

8-2-4: APPLICABILITY; EXCEPTIONS

A. Providers: This chapter shall provide the basic local scheme for providers of telecommunications services and systems that require the use of the rights of way, including providers of both the system and service, those providers of the system only and those providers who do not build the system but who only provide services. This chapter shall apply to all future providers and to all providers in the city prior to the effective date hereof, whether operating with or without a franchise as set forth in CCNO 8-2-3E2.

B. Excluded Activities:

1. Cable Television Operators: This chapter shall not apply to cable television operators otherwise regulated by the cable television ordinance.
2. Wireless Service Facilities: This chapter shall not apply to personal wireless service facilities.

C. Excluded Providers; Provisions Applicable: Providers excused by other law that prohibits the city from requiring a franchise shall not be required to obtain a franchise, but all of the requirements imposed by this chapter through the exercise of the city police power and not preempted by other law shall be applicable.

HISTORY

Adopted by Ord. 1987 Code § 12.20.020, 12.20.030 on 1/1/1987

8-2-5: FRANCHISE REQUIRED

A. Nonexclusive Franchise; Authority: The city is empowered and authorized to issue nonexclusive franchises governing the installation, construction and maintenance of systems in the city rights of way, in accordance with the provisions of this chapter. The franchise is granted through a franchise agreement entered into between the city and provider.

B. Provider Required To Obtain: Except to the extent preempted by federal or state law, as ultimately interpreted by a court of competent jurisdiction, including any appeals, every provider must obtain a franchise prior to constructing a telecommunications system or providing telecommunications services using the rights of way, and every provider must obtain a franchise before constructing an open video system or providing open video services via an open video system. Any open video system or service shall be subject to the customer service and consumer protection provisions applicable to the cable TV companies to the extent the city is not preempted or permitted as

interpreted by a court of competent jurisdiction, including any appeals. The fact that particular telecommunications systems may be used for multiple purposes does not obviate the need to obtain a franchise for other purposes. By way of illustration and not limitation, a cable operator of a cable system must obtain a cable franchise, and, should it intend to provide telecommunications services over the same system, must also obtain a telecommunications franchise.

- C. Nature Of Grant: A franchise shall not convey title, equitable or legal, in the rights of way. A franchise is only the right to occupy rights of way on a nonexclusive basis for the limited purposes and for the limited period stated in the franchise; the right may not be subdivided, assigned or subleased. A franchise does not excuse a provider from obtaining appropriate access or pole attachment agreements before collocating its system on the property of others, including the city's property. This subsection shall not be construed to prohibit a provider from leasing conduit to another provider, so long as the lessee has obtained a franchise.
- D. Current Providers; Time Limit To Request: Except to the extent exempted by federal or state law, any provider acting without a franchise on the effective date hereof shall request issuance of a franchise from the city within ninety (90) days of the effective date hereof. If such request is made, the provider may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a franchise is not granted, the provider shall comply with the provisions of CCNO 8-2-12D.
- E. Nature Of Franchise: The franchise granted by the city under the provisions of this chapter shall be a nonexclusive franchise providing the right and consent to install, repair, maintain, remove and replace its system on, over and under the rights of way in order to provide services.
- F. Regulatory Approval Needed: Before offering or providing any services pursuant to the franchise, a provider shall obtain any and all regulatory approvals, permits, authorizations or licenses for the offering or provision of such services from the appropriate federal, state and local authorities, if required, and shall submit to the city, upon the written request of the city, evidence of all such approvals, permits, authorizations or licenses.
- G. Term: No franchise issued pursuant to this chapter shall have a term of less than five (5) years or greater than fifteen (15) years. Each franchise shall be granted in a nondiscriminatory manner.

HISTORY

Adopted by Ord. 1987 Code § 12.20.050, 12.20.060, 12.20.070, 12.20.080, 12.20.090, 12.20.100, 12.20.110 on 1/1/1987

8-2-6: APPLICATION FOR FRANCHISE

- A. Required; Form: To obtain a franchise to construct, own, maintain or provide services through any system within the city, to obtain a renewal of a franchise granted pursuant to this chapter or to obtain the city approval of a transfer of a franchise, as provided in CCNO 8-2-11A2, granted pursuant to this chapter, an application must be filed with city on the form attached to the ordinance codified herein as exhibit A, which is hereby incorporated by reference. The application form may be changed by the mayor so long as such changes request information that is consistent with this chapter. Such application form, as amended, is incorporated by reference.
- B. Criteria: In making a determination as to an application filed pursuant to this chapter, the city may, but shall not be limited to, request the following from the provider:
 - 1. A copy of the order from the PSC granting a certificate of convenience and necessity.
 - 2. Certification of the provider's financial ability to compensate the city for provider's intrusion, maintenance and use of the rights of way during the franchise term proposed by the provider.
 - 3. Provider's agreement to comply with the requirements of CCNO 8-2-9.
- C. Determination By City: The city, in its discretion, shall determine the award of any franchise on the basis of these and other considerations relevant to the use of the rights of way, without competitive bidding.

HISTORY

Adopted by Ord. 1987 Code § 12.20.220, 12.20.230, 12.20.240 on 1/1/1987

8-2-7: COMPENSATION, FEES AND PAYMENTS

- A. Compensation; Provider Obligations: As fair and reasonable compensation for any franchise granted pursuant to this chapter, a provider shall have the following obligations:
 - 1. Application Fee: In order to offset the cost to the city to review an application for a franchise and in addition to all other fees, permits or charges, a provider shall pay to the city, at the time of application, a nonrefundable application fee in such amount as established by resolution of the city council.
 - 2. Franchise Fee: The franchise fee, if any, shall be set forth in the franchise agreement. The obligation

a franchise fee shall commence on the completion date. The franchise fee is offset by any business license fee or business license tax enacted by the city.

3. Excavation Permits: The provider shall also pay fees required for an excavation permit as provided in CCNO 8-1.
- B. Due Monthly: Unless otherwise agreed to in the franchise agreement, all franchise fees shall be paid on a monthly basis within forty five (45) days of the close of each calendar month.
- C. Statement Of Calculation; Certification: Unless a franchise agreement provides otherwise, each fee payment shall be accompanied by a statement showing the manner in which the fee was calculated and shall be certified as to its accuracy.
- D. Future Costs: A provider shall pay to the city or to third parties, at the direction of the city, an amount equal to the reasonable costs and reasonable expenses that the city incurs for the services of third parties (including, but not limited to, attorneys and other consultants) in connection with any renewal or provider initiated renegotiation, or amendment of this chapter or a franchise; provided, however, that the parties shall agree upon a reasonable financial cap at the outset of negotiations. In the event the parties are unable to agree, either party may submit the issue to binding arbitration in accordance with the rules and procedures of the American arbitration association.
- E. Taxes, Assessments: To the extent taxes or other assessments are imposed by taxing authorities, other than the city, on the use of the city property as a result of a provider's use or occupation of the rights of way, the provider shall be responsible for payment of its pro rata share of such taxes, payable annually unless otherwise required by the taxing authority. Such payments shall be in addition to any other fees payable pursuant to this chapter.
- F. Interest On Late Payments: In the event that any payment is not actually received by the city on or before the applicable date fixed in the franchise, interest thereon shall accrue from such date until received at the rate charged for delinquent state taxes.
- G. Acceptance Of Fee; Not Construed Satisfaction: No acceptance by the city of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such fee payment be construed as a release of any claim the city may have for additional sums payable.
- H. Additional Taxes Or Fees Still Applicable: The fee payment is not a payment in lieu of any tax, fee or other assessment, except as specifically provided in this chapter or as required by applicable law. By way of example, and not limitation, excavation permit fees and fees to obtain space on the city owned poles are not waived and remain applicable.
- I. Operation After Term; Continuing Obligation And Holdover: In the event a provider continues to operate all or any part of the system after the term of the franchise, such operator shall continue to comply with all applicable provisions of this chapter and the franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation; provided, that any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies, if any, available to the city as a result of such continued operation after the term, including, but not limited to, damages and restitution.
- J. Publication Costs: A provider shall assume any publication costs associated with its franchise that may be required by law.

HISTORY

Adopted by Ord. 1987 Code § 12.20.120, 12.20.130, 12.20.140, 12.20.150, 12.20.160, 12.20.170, 12.20.180, 12.20.190, 12.20.200, 12.20.210 on 1/1/1987

Amended by Ord. 2006 Code on 1/1/2006

8-2-8: INSURANCE, RECORD REQUIREMENTS

- A. Insurance Required: Prior to the execution of a franchise, a provider will deposit with the city an irrevocable, unconditional letter of credit or surety bond as required by the terms of the franchise, and shall obtain and provide proof of the insurance coverage required by the franchise. A provider shall also indemnify the city as set forth in the franchise.
- B. Oversight: The city shall have the right to oversee, regulate and inspect periodically the construction, maintenance and upgrade of the system, and any part thereof, in accordance with the provisions of the franchise and applicable law. A provider shall establish and maintain managerial and operational records, standards, procedures and controls to enable a provider to prove, in reasonable detail, to the satisfaction of the city at all times throughout the term, that a provider is in compliance with the franchise. A provider shall retain such records for not less than the applicable statute of limitations.

8.

- C. Records Maintenance: A provider shall at all times maintain:

1. On file with the city, a full and complete set of plans, records and as built hard copy maps and, to the extent the maps are placed in an electronic format, they shall be made in electronic format compatible with the city's existing GIS system, of all existing and proposed installations and the types of equipment and systems installed or constructed in the rights of way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks, which shall include annotations of all rights of way where work will be undertaken. As used herein, as built maps include file construction prints. Maps shall be drawn to scale. As built maps, including the compatible electronic format, as provided above, shall be submitted within thirty (30) days of completion of work or within thirty (30) days after completion of modification and repairs. As built maps are not required of the provider who is the incumbent local exchange carrier for the existing system to the extent they do not exist.
 2. Throughout the term of the franchise, a provider shall maintain complete and accurate books of account and records of the business, ownership and operations of a provider with respect to the system in a manner that allows the city at all times to determine whether a provider is in compliance with the franchise. Should the city reasonably determine that the records are not being maintained in such a manner, a provider shall alter the manner in which the books and/or records are maintained so that a provider comes into compliance with this section. All financial books and records which are maintained in accordance with the regulations of the FCC and any governmental entity that regulates utilities in the state and generally accepted accounting principles shall be deemed to be acceptable under this section.
- D. Confidentiality: If the information required to be submitted is proprietary in nature or must be kept confidential by federal, state or local law, upon proper request by a provider, such information shall be classified as a protected record within the meaning of the Utah government records access and management act (GRAMA), making it available only to those who must have access to perform their duties on behalf of the city; provided, that a provider notifies the city of, and clearly labels the information which a provider deems to be confidential, proprietary information. Such notification and labeling shall be the sole responsibility of the provider.
- E. Provider's Expense: All reports and records required under this chapter shall be furnished at the sole expense of a provider, except as otherwise provided in this chapter or a franchise.
- F. Right Of Inspection: For the purpose of verifying the correct amount of the franchise fee, the books and records of the provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the city at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records; provided, that the city shall not audit the books and records of the provider more often than annually. The provider agrees to reimburse the city the reasonable costs of an audit if the audit discloses that the provider has paid ninety five percent (95%) or less of the compensation due the city for the period of such audit. In the event the accounting rendered to the city by the provider herein is found to be incorrect, then payment shall be made on the corrected amount within thirty (30) calendar days of written notice, it being agreed that the city may accept any amount offered by the provider, but the acceptance thereof by the city shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect.

HISTORY

Adopted by Ord. 1987 Code § 12.20.370, 12.20.380, 12.20.390, 12.20.400, 12.20.410, 12.20.420 on 1/1/1987

8-2-9: CONSTRUCTION, TECHNICAL REQUIREMENTS

- A. Compliance Required; Excavation Permit: No provider shall receive a franchise unless it agrees to comply with each of the terms set forth in this section governing construction and technical requirements for its system, in addition to any other reasonable requirements or procedures specified by the city or the franchise, including requirements regarding locating and sharing in the cost of locating portions of the system with other systems or with city utilities. A provider shall obtain an excavation permit, pursuant to CCNO 8-1, before commencing any work in the rights of way.
- B. Quality And Performance Of Work: All work involved in the construction, maintenance, repair, upgrade and removal of the system shall be performed in a safe, thorough and reliable manner, using materials of good and durable quality. If, at any time, it is determined by the FCC or any other agency granted authority by federal law or the FCC to make such determination, that any part of the system, including, without limitation, any means used to distribute signals over or within the system, is harmful to the public health, safety or welfare, or quality of service or reliability, then a provider shall, at its own cost and expense, promptly correct all such conditions.
- C. Licenses And Permits: A provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade or repair the system, including, but not limited to, any necessary approvals from persons and/or the city to use private property, easements, poles and conduits. A provider shall obtain any required permit, license, approval or authorization, including, but not limited to, excavation permits, pole attachment agreements, etc., prior to the commencement of the activity for which the permit, license, approval or authorization is required.

D. Relocation Of System:

1. New Grades Or Lines; Excavation Requirements: If the grades or lines of any rights of way are changed at any time in a manner affecting the system, then a provider shall comply with the requirements of CCNO 8-1.
2. Emergency; City Authority To Move System: The city may, at any time, in case of fire, disaster or other emergency, as determined by the city in its reasonable discretion, cut or move any parts of the system and appurtenances on, over or under the rights of way of the city, in which event the city shall not be liable therefor to a provider. The city shall notify a provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this section. Notice shall be given as provided in CCNO 8-2-3C.
3. Temporary Move For Third Party: A provider shall, upon prior reasonable written notice by the city or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A provider may impose a reasonable charge on any person other than the city for any such movement of its systems.
4. Change In Rights Of Way; Obligation To Move System: When the city is changing a right of way and makes a written request, a provider is required to move or remove its system from the right of way, without cost to the city, to the extent provided in the excavation ordinance, as provided in CCNO 8-1. This obligation does not apply to systems originally located on private property pursuant to a private easement, which property was later incorporated into the rights of way, if that private easement grants a superior vested right. This obligation exists whether or not the provider has obtained an excavation permit.

E. Protection Of Structures, Landmarks: In connection with the construction, maintenance, repair, upgrade or removal of the system, a provider shall, at its own cost and expense, protect any and all existing structures belonging to the city and all designated landmarks, as well as all other structures within any designated landmark district. A provider shall obtain the prior written consent of the city to alter any water main, power facility, sewerage or drainage system, or any other city structure on, over or under the rights of way of the city required because of the presence of the system. Any such alteration shall be made by the city or its designee on a reimbursable basis. A provider agrees that it shall be liable for the costs incurred by the city to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the city, any municipal structure or any other rights of way of the city involved in the construction, maintenance, repair, upgrade or removal of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of a provider pursuant to the franchise.

F. Obstructions Prohibited: In connection with the construction, maintenance, upgrade, repair or removal of the system, a provider shall not unreasonably obstruct the rights of way of fixed guideway systems, railways, passenger travel or other traffic to, from or within the city without the prior consent of the appropriate authorities.

G. Safety Precautions: A provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. A provider shall comply with all applicable federal, state and local requirements, including, but not limited to, the national electrical safety code.

H. Repair Of Rights Of Way: After written reasonable notice to the provider, unless, in the sole determination of the city, an eminent danger exists, any rights of way within the city which are disturbed or damaged during the construction, maintenance or reconstruction by a provider of its system may be repaired by the city at the provider's expense, to a condition as good as that prevailing before such work was commenced. Upon doing so, the city shall submit to such a provider an itemized statement of the cost for repairing and restoring the rights of ways intruded upon. The provider shall, within thirty (30) days after receipt of the statement, pay to the city the entire amount thereof.

I. Maintenance Of System: A provider shall:

1. Install and maintain all parts of its system in a nondangerous condition throughout the entire period of its franchise.
2. Install and maintain its system in accordance with standard prudent engineering practices and shall conform, when applicable, with the national electrical safety code and all applicable other federal, state and local laws or regulations.
3. At all reasonable times, permit examination by any duly authorized representative of the city of the system and its effect on the rights of way.

J. Trimming Trees; Authority: A provider shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over rights of way so as to prevent the branches of such trees from coming in contact with its system.

HISTORY

Adopted by Ord. 1987 Code § 12.20.250, 12.20.260, 12.20.270, 12.20.280, 12.20.290, 12.20.300, 12.20.310, 12.20.320, 12.20.330, 12.20.340 on 1/1/1987

8-2-10: PRIVATE PROPERTY; OBLIGATION TO NOTIFY

Before entering onto any private property, a provider shall make a good faith attempt to contact the property owners in advance and describe the work to be performed.

HISTORY

Adopted by Ord. 1987 Code § 12.20.470 on 1/1/1987

8-2-11: TRANSFER OF FRANCHISE AND LICENSE

A. Notification Of Sale:

1. PSC Approval: When a provider is the subject of a sale, transfer, lease, assignment, sublease or disposal, in whole or in part, either by force or involuntary sale, or by ordinary sale, consolidation or otherwise, such that it or its successor entity is obligated to inform or seek the approval of the PSC, the provider or its successor entity shall promptly notify the city of the nature of the transaction. The notification shall include either:
 - a. The successor entity's certification that the successor entity unequivocally agrees to all of the terms of the original provider's franchise agreement; or
 - b. The successor entity's application, in compliance with CCNO 8-2-6.
2. Transfer Of Franchise: Upon receipt of a notification and certification in accordance with subsection A1a of this section, the city designee, as provided in CCNO 8-2-12A1, shall send notice affirming the transfer of the franchise to the successor entity. If the city has good cause to believe that the successor entity may not comply with this chapter or the franchise agreement, it may require an application for the transfer. The application shall comply with CCNO 8-2-6.
3. If PSC Approval No Longer Required: If the PSC no longer exists or if its regulations or state law no longer require approval of transactions described in subsection A of this section, and the city has good cause to believe that the successor entity may not comply with this chapter or the franchise agreement, it may require an application. The application shall comply with CCNO 8-2-6.

B. Events Of Sale: The following events shall be deemed to be a sale, assignment or other transfer of the franchise requiring compliance with subsection A of this section:

1. The sale, assignment or other transfer of all or a majority of a provider's assets to another person;
2. The sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in a provider by one or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in a provider;
3. The issuance of additional capital stock or partnership, membership or other equity interest by a provider so as to create a new controlling interest in such a provider; or
4. The entry by a provider into an agreement with respect to the management or operation of such provider or its system.

HISTORY

Adopted by Ord. 1987 Code § 12.20.350, 12.20.360 on 1/1/1987

8-2-12: ENFORCEMENT; RIGHTS OF CITY

A. Enforcement; Remedies:

1. City Designee: The city is responsible for enforcing and administering this chapter, and the city or its designee, as appointed by the mayor, is authorized to give any notice required by law or under any franchise agreement.
2. Enforcement Provisions: Any franchise granted pursuant to this chapter shall contain appropriate provisions for enforcement, compensation and protection of the public, consistent with the other provisions of this chapter, including, but not limited to, defining events of default, procedures for accessing the bond fund and rights of termination or revocation.

B. Force Majeure: In the event a provider's performance of any of the terms, conditions or obligations required by this chapter or a franchise is prevented by a cause or event not within a provider's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this subsection, causes or events not within the control of a provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, acts of public enemies and natural disasters such as floods, earthquakes, landslides and fires.

C. Extended Operation; Continuity Of Services:

1. Continuation After Expiration: Upon either expiration or revocation of a franchise granted pursuant to this chapter, the city shall have discretion to permit a provider to continue to operate its system or provide services for an extended period of time not to exceed six (6) months from the date of such expiration or revocation. A provider shall continue to operate its system under the terms and conditions of this chapter and the franchise granted pursuant to this chapter.
2. Incumbent Local Exchange Carrier; Negotiate Renewal: If the provider is the incumbent local exchange carrier, it shall be permitted to continue to operate its system and provide services without regard to revocation or expiration, but shall be obligated to negotiate a renewal in good faith.

D. Removal Or Abandonment Of Franchise Property:

1. Abandoned System: In the event that:
 - a. the use of any portion of the system is discontinued for a continuous period of twelve (12) months and thirty (30) days after no response to written notice from the city to the last known address of provider;
 - b. any system has been installed in the rights of way without complying with the requirements of this chapter or franchise; or
 - c. the provisions of CCNO 8-2-5D are applicable and no franchise is granted, a provider, except the provider who is an incumbent local exchange carrier, shall be deemed to have abandoned such system.
2. Removal Of Abandoned System: The city, upon such terms as it may impose, may give a provider written permission to abandon, without removing, any system, or portion thereof, directly constructed, operated or maintained under a franchise. Unless such permission is granted or unless otherwise provided in this chapter, a provider shall remove within a reasonable time the abandoned system and shall restore, using prudent construction standards, any affected rights of way to their former state at the time such system was installed, so as not to impair their usefulness. In removing its plant, structures and equipment, a provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all rights of way in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The city shall have the right to inspect and approve the condition of the rights of way cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this chapter and any security fund provided in a franchise shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this section.
3. Transfer Of Abandoned System To City: Upon abandonment of any system in place, a provider, if required by the city, shall submit to the city a written instrument, satisfactory in form to the city, transferring to the city the ownership of the abandoned system.
4. Removal Of Aboveground System: At the expiration of the term for which a franchise is granted, or upon its revocation or earlier expiration, as provided for by this chapter, in any such case without renewal, extension or transfer, the city shall have the right to require a provider to remove, at its expense, all aboveground portions of a system from the rights of way within a reasonable period of time, which shall not be less than one hundred eighty (180) days. If the provider is the incumbent local exchange carrier, it shall not be required to remove its system, but shall negotiate a renewal in good faith.
5. Leaving Underground System: Notwithstanding anything to the contrary set forth in this chapter, a provider may abandon any underground system in place so long as it does not materially interfere with the use of the rights of way or with the use thereof by any public utility, cable operator or other person.

HISTORY

Adopted by Ord. 1987 Code § 12.20.430, 12.20.440, 12.20.450, 12.20.460 on 1/1/1987

8-2-13: SEVERABILITY

If any provision of this chapter is held by any federal, state or local court of competent jurisdiction to be invalid as conflicting with any federal or state statute, or is ordered by a court to be modified in any way in order to conform to the requirements of any such law and all appellate remedies with regard to the validity of the ordinance provisions in question are exhausted, such provision shall be considered a separate, distinct and independent part of this chapter, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law is subsequently repealed, rescinded, amended or otherwise changed, so that the provision which had been held invalid or modified is no longer in conflict with such law, the provision in question shall return to full force and effect and shall again be binding on the city and the provider; provided, that the city shall give the provider thirty (30) days' written notice, or a longer period of time as may be reasonably required for a provider to comply with such a rejuvenated provision, of the change before requiring compliance with such provision.

HISTORY

Adopted by Ord. 1987 Code § 12.20.490 on 1/1/1987

NORTH OGDEN CITY STAFF REPORT

TO: City Council

FROM: Jonathan Call, North Ogden City Manager/Attorney

DATE: 2/16/2022

RE: Mailbox Replacement Policy

At the Council meeting on 2/1/22 the Council asked that the policy on mailbox replacement be reconsidered. The original policy was passed in 2014 and imposed a \$100 dollar limit. The reasoning from the Council at that time was based on the number of mailboxes hit and the lack of an official policy. The amount was increased to \$800 in January 2020 because of concerns over the cost of brick mailboxes installed by residents. We are currently seeing around 5 mailboxes per year, though that number can vary based on the frequency and intensity of storms. In 2014 we were told Public works was seeing around 25 per year. The change might be based on a few factors, but most notably is probably the newer snowplows and blade designs which have a lower profile and may be less likely to strike something at a mailbox height.

Staff has prepared a resolution to allow for the Council to review the policy and select a new cap on mailbox reimbursement. If the Council elects to not have a maximum reimbursement it will require a few minor tweaks to the ordinance.

The current resolution and proposed resolution include a provision which requires contact between the blade and mailbox for reimbursement to be made. It has at times proved difficult to determine if a mailbox was struck by the plow or simply damaged by the snow coming off a plow. This resolution allows for the Mayor to make the ultimate decision on whether or not there is enough evidence to show that the plow struck the mailbox.

Staff believes that having a cap is advisable because there may be a situation where something is damaged or destroyed which cannot be replaced, or would require a significant amount of money to replace. Mailboxes get more expensive as people add brick, lighting, decorations, and other items.

One additional consideration is that the post office no longer allows for individual mailboxes in new subdivisions. All subdivisions are required to install community mailboxes which reduces the likelihood of accidents involving mailboxes, but increases the cost dramatically should a community mailbox be hit by a snowplow.

RESOLUTION NO. _____

**A RESOLUTION OF THE NORTH OGDEN CITY COUNCIL TO AMENDING THE
OFFICIAL POLICY FOR SNOW PLOWING DAMAGE PROCEDURES**

WHEREAS, North Ogden City desires to modify a written policy regarding snow plowing damage procedure; and

WHEREAS, North Ogden City adopted a resolution on January 14, 2020 regarding snow plow damage; and

WHEREAS, the City Code does not specifically identify how snow plowing damage is to be addressed; and

WHEREAS, mailboxes are occasionally damaged during the plowing season; and

NOW THEREFORE BE IT RESOLVED by the Council of North Ogden City, Utah as follows:

1. North Ogden City will repair or replace, at the City's discretion, any mailbox or mailbox structure which comes into direct contact with a city snow plow, blade, or any other portion of a city owned vehicle.
2. Any such mailbox repair or replacement shall not exceed the actual expense or eight hundred dollars (\$800), whichever is less, for any single event. Property owners with more expensive mailbox structures are responsible for any costs above eight hundred dollars (\$800) as the construction of such structures in the City right-of-way is done at the property owners' risk.
3. Any mailbox damage claims must be reported to the Public Works Department within 48 hours of the damage occurring.
4. Damage caused by snow being pushed from a City snow plow does not qualify unless the City vehicle directly contacts the mailbox structure.

5. When a question arises about whether a mailbox should be replaced at the expense of the City the Mayor shall make the final determination of whether the mailbox was struck by a plow and how much of a reimbursement is owed.

PASSED AND ADOPTED this ____ day of February 2022.

NORTH OGDEN CITY:

S. Neal Berube, Mayor

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay
Council Member Barker:	_____	_____
Council Member Cevering:	_____	_____
Council Member Dalpiaz	_____	_____
Council Member Ekstrom:	_____	_____
Council Member Swanson:	_____	_____
(In event of a tie vote of the Council):		
Mayor Berube:	_____	_____

ATTEST:

Susan Nance
City Recorder







RESOLUTION NO. _____

**A RESOLUTION OF THE NORTH OGDEN CITY COUNCIL TO
APPROPRIATE UNCLAIMED PROPERTY FOR PUBLIC INTEREST USE.**

WHEREAS; The North Ogden Police Department (“Department”) is holding as custodial property a number of personal items including but not limited to bicycles, electronics, money, sports equipment, clothes, skateboards, backpacks, bags, and other miscellaneous items which are personal property which was lost, mislaid, evidence in criminal matters, was held for safe keeping, and contraband; and

WHEREAS; A list this personal property is attached hereto as Exhibit “A”; and

WHEREAS; These items of personal property are not needed as evidence in criminal prosecutions; and

WHEREAS; The property has not been claimed by its owner, or the owner is unknown and no claim of ownership has been made; and

WHEREAS; The Department has made reasonable efforts to find the owners, including providing public notice; and

WHEREAS; The Department has requested City Council permission to appropriate, and donate the property for public interest use, to a bona fide charity as indicated on Exhibit A; and

WHEREAS; The Department has requested City Council permission to auction and appropriate certain items as indicated on Exhibit A, for the public interest use in maintaining, storing, and safekeeping future lost or mislaid or other personal property; and

WHEREAS; The Department incurs some costs associated with the storage, and safe keeping of such personal items; and

WHEREAS; The City Council has reviewed the North Ogden City Police Department request and finds the same to be in the public interest.

NOW THEREFORE BE IT RESOLVED by the Council of North Ogden City, Utah as follows:

1. That the request for the North Ogden City Police Department to have certain unclaimed property as outlined in Exhibit A appropriated for public use by donation to a bona fide charity is approved in accordance with Utah Code § 77-24a et seq. and Utah Code § 24-3 & 4 et seq.

2. That the request for the North Ogden City Police Department to have certain unclaimed property as outlined in Exhibit A auctioned and the proceeds applied to the Department for public use in storing, maintaining and safekeeping future lost or mislaid personal items, is approved in accordance with Utah Code § 77-24a et seq. and Utah Code § 24-3 & 4 et seq.
3. That the request for the North Ogden City Police Department to have certain unclaimed property as outlined in Exhibit A destroyed as being contraband or of no value is approved in accordance with Utah Code § 77-24a et seq. and Utah Code § 24-3 & 4 et seq.

PASSED and ADOPTED this _____th day of February 2022.

North Ogden City:

S. Neal Berube
North Ogden City Mayor

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay
Council Member Cevering:	_____	_____
Council Member Barker:	_____	_____
Council Member Dalpiaz:	_____	_____
Council Member Swanson:	_____	_____
Council Member Ekstrom:	_____	_____
(In event of a tie vote of the Council):		
Mayor Berube	_____	_____

ATTEST:

Susan L. Nance, CMC
City Recorder

Approved as to Form

Jonathan Call
City Attorney

EXHIBIT A - SAFE KEEP

CASE #	DATE	OFFENSE	DESCRIPTION	OFFICER	ES	DIPSOSITION	LETTER SENT
16-5898	8/15/2016	Drugs	debit cards	Blake	Y	DES	no
17-402	1/20/2017	possession	Knife, \$5, flashlight, coin	Farnsworth	Y		1/24/2022
17-10283	10/31/2017	possession	purse with contents	Morreale	Y		1/24/2021

EXHIBIT A - DESTROY

CASE #	DATE	OFFENSE	DESCRIPTION	OFFICER
16-7617	11/1/2016	Threat Suicide	Scissors - hazmat	Morreale
16-8647	12/19/2016	Drugs	marijuana, scale, pipe	Blake
17-601	1/28/2017	Disturbance	mag, ammo	Watkins
17-2214	3/16/2017	possession	pipe, seeds, backpack	Boyette
17-3305	4/15/2017	Theft	ut license plate	Sempsrott
17-5248	6/10/2017	possession	paraphernalia	Farnsworth
17-10740	11/14/2017	assist	ammo	Jones
20-3846	4/4/2020	revoked	bong	Sempsrott
20-3954	4/28/2020	Assist	fake money	Holmes
20-4531	5/18/2020	Cardiac arrest	paraphernalia	Lee
20-4558	5/19/2020	Overdose	paraphernalia	Rhoades
20-4747	5/26/2020	Traffic stop	ut license plate	Rhoades
20-4873	5/27/2020	possession	meth, para, needles	Jackson
20-4928	5/29/2020	Traffic stop	paraphernalia	Child
20-6197	7/4/2020	Overdose	drugs	Orme
		Keep the		
20-6456	7/11/2020	peace	paraphernalia	Farnsworth
20-7147	7/30/2020	Possession	marijuana	Rhoades
20-7433	8/6/2020	Overdose	Drugs	Holmes
20-7467	8/7/2020	Drugs	paraphernalia	Farnsworth
20-7668	8/13/2020	Traffic stop	paraphernalia	Holmes
		Found		
20-7734	8/15/2020	property	paraphernalia	Orme
		Found		
20-8190	8/29/2020	property	paraphernalia	Farnsworth
20-8203	8/30/2020	DUI	paraphernalia	Jackson
20-8551	9/9/2020	Assist	ammo	Schaugaard
20-8707	9/14/2020	Drugs	paraphernalia	Morreale
20-8867	9/19/2020	Psychiatric	paraphernalia	Jackson
20-8871	9/19/2020	Possession	paraphernalia	Morreale

20-9288	10/3/2020	tobacco poss.	e-cigarette	Morreale
20-9477	10/8/2020	assist	ammo	Orme
20-9549	10/10/2020	Possession Found	cigars	Rhoades
20-9559	10/10/2020	property	drugs	Steele
20-10959	11/25/2020	susp. Circ. suicide	bone	Jackson
20-11237	12/2/2020	attempt found	razor blade	Jackson
21-8603	8/30/2021	property	crystal substance	Child
21-8959	9/7/2021	juv. Dist.	vapes	Holmes
21-9062	9/10/9062	assist	Ruger rifle, ammo	May
21-9114	9/11/2021	drugs	methamphetamine	Averette
21-9869	9/29/2021	assist	ammo	Lucas
21-10020	10/3/2021	possession	bong, cap	Medel
21-10781	10/22/2021	tobacco	vape, knife	Preece
21-11088	10/29/2021	traffic stop	meth, pipe	Bersamin
21-11168	10/31/2021	crim misch	pill bottle	Lopez
21-11567	11/10/2021	cardiac arrest	THC chocolates mushrooms, thc cats,	Lopez
21-11607	11/11/2021	DUI	para	Lucas
21-11627	11/12/2021	traffic stop	grinder	Farnsworth

Exhibit A - Found Property

CASE #	DATE	DESCRIPTION	OFFICER	DIPSOSITION
16-748	1/25/2016	Wallet with contents	Morreale	DES
16-1534	2/17/2016	I- pod	Child	DON
16-3483	3/7/2016	gold ring	Bersamin	DON
16-4352	6/16/2016	Samsung cell phone	Child	DES
16-4899	7/6/2016	keys	Child	DES
16-5062	7/13/2016	tools	Orme	RTF
16-6523	9/13/2016	keys	Watkins	DES
16-7118	10/8/2016	Wallet with contents	Morreale	DES
16-7137	10/9/2016	computer	Sempsrott	DES
16-8057	11/22/2016	camera	Morreale	DON
16-8324	12/4/2016	mag, ammo	Bersamin	DES
16-8423	12/8/2016	key chain, Darth Vader key	Nay	DES
17-722	2/2/2017	checks and receipts	Quinney	DES
17-4316	5/16/2017	wallet wih contents	Child	DES
17-5317	6/11/2017	Husky brand tool box	Boyette	DON
17-6269	7/11/2017	phone, watch, watch	Sempsrott	DES
17-6760	7/24/2017	two way radios	Watkins	DES
21-5017	6/11/2021	2 - bikes	Jones	RTF



North Ogden Police

Public Notice

Feb. 17, 2022

The North Ogden Police Department is preparing for a disposal of Unclaimed Property, scheduled for March 9, 2022. The property is described as: found and abandoned, prior to June 2022. There are bicycles, car parts, outdoor recreation items, jewelry, and other miscellaneous items. If you feel we have property that belongs to you, please contact CSO Jones or CSO May at (801)782-7219, no later than the 4th of March, 2022 at 5:00 pm. Appointments to retrieve the items are necessary.

Exhibit A - Found Property

CASE #	DATE	DESCRIPTION	OFFICER
16-748	1/25/2016	Wallet with contents	Morreale
16-1534	2/17/2016	I- pod	Child
16-3483	3/7/2016	gold ring	Bersamin
16-4352	6/16/2016	Samsung cell phone	Child
16-4899	7/6/2016	keys	Child
16-5062	7/13/2016	tools	Orme
16-6523	9/13/2016	keys	Watkins
16-7118	10/8/2016	Wallet with contents	Morreale
16-7137	10/9/2016	computer	Sempsrott
16-8057	11/22/2016	camera	Morreale
16-8324	12/4/2016	mag, ammo	Bersamin
16-8423	12/8/2016	key chain, Darth Vader key	Nay
17-722	2/2/2017	checks and receipts	Quinney
17-4316	5/16/2017	wallet with contents	Child
17-5317	6/11/2017	Husky brand tool box	Boyette
17-6269	7/11/2017	phone, watch, watch	Sempsrott
17-6760	7/24/2017	two way radios	Watkins
21-5017	6/11/2021	2 - bikes	Jones

EXHIBIT A - SAFE KEEP

CASE #	DATE	OFFENSE	DESCRIPTION	OFFICER
16-5898	8/15/2016	Drugs	debit cards	Blake
17-402	1/20/2017	possession	Knife, \$5, flashlight, coin	Farnsworth
17-10283	10/31/2017	possession	purse with contents	Morreale

Deferrals, Special Exceptions, and Variances

Public Improvements

- Triggered by a development activity (subdivision, site plan, etc)
- Things like roads, sidewalks, pipes, trails, and other similar things
- Cost typically matches development activity
- Applies to all properties in the City
 - There are a few exceptions to the universal application

Deferrals

- Treated as lien agreements under 12-4-1
 - Typically requires the installation of improvements at the time the city asks for them
 - Agreement runs with the land
- North Ogden Code 12-9-6 for Boundary Line Adjustments
 - Special provisions in BLA's allow for a waiver/deferral similar to escrow lien agreement
- **The City is not required to allow for deferrals**

Special Exceptions

- North Ogden Code 12-1-12
- There are 5 guidelines the Council Considers
 - The health, safety, general welfare, and the best interest of the City.
 - The impact on neighboring properties, including the ability to develop neighboring parcels in accordance with the general plan.
 - Unique character of the property such as physical surroundings, shape, topographical conditions, the use of natural features, preservation of a historical/cultural/community features.
 - Community design including connectivity between subdivisions, including utilities, trails, roads, bus routes, parks, open space, and other similar considerations.
 - Traffic Flow, safety, and future transportation requirements as outlined by the City Engineer.
- **The City is not required to allow for special exceptions**

Variances

- Created under state law 10-9a-702
- Applicants for variances must meet all 5 considerations
 - literal enforcement of the ordinance would cause an unreasonable hardship for the applicant that is not necessary to carry out the general purpose of the land use ordinances;
 - there are special circumstances attached to the property that do not generally apply to other properties in the same zone;
 - granting the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zone;
 - the variance will not substantially affect the general plan and will not be contrary to the public interest; and
 - the spirit of the land use ordinance is observed and substantial justice done.
- **State Code requires variances be allowed**

A decorative graphic on the left side of the slide, consisting of a network of light green lines and small circles, resembling a circuit board or a stylized tree structure, set against a dark green gradient background.

NORTH OGDEN CITY LONG TERM GOALS

1. Completion of Public Safety Building
2. Maintain Growing Police Force
3. New water tank/infrastructure
4. Develop long term financial plan
5. Develop Plan for RDA money and economic development
6. Commercial Development 2600 N.
7. Emergency Preparation

8. Preservation of Natural Waterways
9. Lights and sound at Amphitheater
10. Phasing of Barker Park
11. Preservation of Open Space
12. Planning for Park Growth
13. Improvement of Trailheads
14. Development of Arts Guild and meaningful activities

FUNDED PROJECTS \$14 MILLION

1. Completion of Public Safety Building (\$6.7 Million Bond with \$4 Million from Fund Balance)
3. New Water Tank (\$3,000,000 ARPA and Fund Balance)
9. Lights and Sound at amphitheater (\$75,000 City portion with request to RAMP and fundraising)
13. Improvement of trailheads (\$119,000 City portion with request to RAMP)

ITEMS TO BE FUNDED \$17 MILLION +

2. Maintain Growing Police Force (\$150,000 per new officer)
3. Additional Water Infrastructure (\$4,000,000 +)
5. Develop Plan for RDA money and economic growth (\$10,000 WFRC grant)
7. Emergency Preparation (\$ unknown)
10. Phasing of Barker Park (\$15,000,000)
12. Planning for Park Growth (\$50,000)

ITEMS THAT DON'T NEED SPECIFIC FUNDING YET

- 4. Develop long term financial plan
- 6. Commercial Development 2600 N.
- 8. Preservation of Natural Waterways
- 11. Preservation of Open Space
- 14. Development of Arts Guild and meaningful activities

- Public Safety

1. Public Safety Building
2. Maintain Growing Police Force
7. Emergency Preparation

- Utilities

3. New Water Tank & infrastructure

- Finance

4. Develop Long Term Financial Plan
5. Develop Plan for RDA Money and Economic Development

- Economic Development

5. Develop Plan for RDA Money and Economic Development
6. Commercial Development

- Planning

8. Preservation of Natural Waterways

11. Preservation of Open Space

- Parks

9. Lights and Sound at Amphitheater

10. Phasing of Barker Park

12. Planning for Park Growth

13. Improvement of Trailheads

RESIDENT SUGGESTIONS

- Safe Routes to School
- Recycling
- Recreation Program Expansion
- Fiber
- Water Conservation
- Growth