

PROVIDENCE CITY COUNCIL MEETING AGENDA
September 15, 2015 6:00 p.m.
15 South Main, Providence UT

The Providence City Council will begin discussing the following agenda items at 6:00 p.m. Anyone interested is invited to attend.

Call to Order: Mayor Calderwood
Roll Call of City Council Members: Mayor Calderwood
Pledge of Allegiance:

Approval of the minutes

Item No. 1. The Providence City Council will consider approval of the minutes of August 25, 2015 City Council meeting.

Public Comments: Citizens may appear before the City Council to express their views on issues within the City's jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per person. The total time allotted to public comment is 15 minutes. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Public Hearing 6:15 pm: The purpose of the public hearing is to provide an opportunity for anyone interested to comment on the proposed budget adjustment for Fiscal Year 2016 for the Capital Project Fund before action is taken. The City Council invites you to attend the hearing in order to offer your comments/suggestions.

Business Items:

Item No. 1. Resolution 037-2015: The Providence City Council will consider for adoption a resolution amending the 2016 Budget for the Capital Project Fund.

Item No. 2. Resolution 033-2015: The Providence City Council will consider for adoption a resolution appointing Julie Barker to the Providence Historic Preservation Commission.

Item No. 3. Resolution 040-2015: The Providence City Council will consider for adoption a resolution appointing Kirk Allen for a second term to the Providence City Planning Commission.

Item No. 4. Resolution 039-2015: The Providence City Council will consider for adoption a resolution amending the Development and Public Improvement Installation Agreement for the Zollinger Subdivision; a 2-lot residential subdivision. The property is located at approximately 240 South 325 West, Providence.

Item No. 5. Resolution 038-2015: The Providence City Council will consider for adoption a resolution approving the Development and Public Improvement Installation Agreement for the Providence Hollow (formerly 500 North LLC) Subdivision; a 33-lot residential subdivision located generally at 500 North 450 East.

Staff Reports: Items presented by Providence City Staff will be presented as information only.

Council Reports: Items presented by the City Council members will be presented as informational only; no formal action will be taken. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Agenda posted the 10 day of September 2015.



Skarlet Bankhead
City Recorder

If you are disabled and/or need assistance to attend council meeting, please call 752-9441 before 5:00 p.m. on the day of the meeting.

Pursuant to Utah Code 52-4-207 Electronic Meetings – Authorization – Requirements the following notice is hereby given:

- Providence City Ordinance Modification 015-2006, adopted 11/14/2006, allows City Council member(s) to attend by teleconference.
- The anchor location for this meeting is: Providence City Office Building, 15 South Main, Providence, UT.
- Member(s) will be connected to the electronic meeting by teleconference.

1 **PROVIDENCE CITY COUNCIL MEETING MINUTES**

2 **August 25, 2015 6:00 p.m.**

3 **15 South Main, Providence UT**

4
5 Call to Order: Mayor Calderwood

6 Roll Call of City Council Members: Mayor Calderwood

7 Attendance: Bill Bagley, Jeff Baldwin, Ralph Call, John Drew, John Russell

8 Pledge of Allegiance: Mayor Calderwood

9
10 **Approval of the minutes**

11 **Item No. 1.** The Providence City Council will consider approval of the minutes of August 11, 2015 City Council meeting.

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13 **Motion to approve the minutes with the following changes: J Russell, second – J Drew**

14 Page 1, Line 30 – in dispute not litigation.

15 Page 4, Line 5 - one year with option to renew after evaluation.

16 **Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell**

17 **Nay: None**

18 **Abstained: None**

19 **Excused: None**

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21 **Public Comments:** Citizens may appear before the City Council to express their views on issues within the City's jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per person. The total time allotted to public comment is 15 minutes. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

- 25 • Rick Meyer has an interest in bringing a multi-family housing project into Providence. He is before the Council to see if they have an interest in this type of development. It will be located at 600 East and Spring Creek Parkway.
- 26 • Mayor asked if this had been to ESR. S Bankhead said no because this will require a rezone and they didn't want to invest time and resources if the Council was not at all willing to entertain the idea.
- 27 • R Call asked if this was on both sides of Spring Creek Parkway.
- 28 • S Bankhead said it is all south of the actual creek, but is on both the north and south sides of Spring Creek Parkway.
- 29 • B Bagley asked if any of this was located in Logan.
- 30 • R Meyers said there will be a single family portion that will be located in River Heights.
- 31 • J Baldwin asked how many total units were planned to go in.
- 32 • R Call asked how many units per building.
- 33 • R Meyer said 4 units per building; everyone will have a ground entrance to their two-story unit, 2 car garage, 3 bedroom/2 bath, approximately 1,800 sf/unit. There will be 18 buildings for a total of 72 units.
- 34 • R Eck said the proposed road already has the sewer line in. There should not be much wetlands to deal with.
- 35 • B Bagley asked if the developer would be putting in the road per city specs. R Meyer said they will.
- 36 • The Council felt they would like more information, but were not opposed to considering the idea.
- 37 • J Baldwin felt it fits with what Planning Commission is trying to accomplish with multi-family use.
- 38 • B Bagley asked how many land owners were involved. R Meyer said only one.

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46 **Business Items:**

47 **Item No. 1. Primary Election Canvass.** The Providence City Council, acting as the Board of Canvassers, will canvass the returns for the 2015 Primary Election.

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49 **Motion to review and accept the Primary Election Canvass: J Baldwin, second – B Bagley**

- 50 • S Bankhead reviewed the report that was before the Council. First block are votes that were received before 8 pm August 11, 2015. Second block are mailed ballots that were received after 8 pm August 11, 2015, but were postmarked before August 11, 2015. Second count includes 2 provisional ballots and 3 ballots that needed signature verification. The third block is total votes for each candidate by precinct

1 with total at the end. Fourth bock is strictly number of ballots received. According to these counts,
2 Michael Harbin will be the candidate that is eliminated.

- 3 • B Bagley asked if there were negative comments regarding the mail-in ballot.
- 4 • S Bankhead said only two complaints. The biggest concern of voters was that they didn't know much
5 about the candidates. There will be a "meet the candidates" tentatively scheduled for October 6th,
6 location undetermined at this point.
- 7 • R Call said it looks like there are about 1,000 voters. He asked how many registered voters there are.
- 8 • S Bankhead said there are 3,700 registered voters and we had a 29% turnout which is a good turnout.
9 There was an advantage of being able to resolve voter issues in advance rather than trying to resolve
10 them on election day. She asked the Council, as the Board of Canvassers, to accept the results as official.

11 **Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell**
12 **Nay: None**
13 **Abstained: None**
14 **Excused: None**
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16 **Item No. 2. Resolution 033-2015.** The Providence City Council will consider for adoption a resolution appointing
17 Julie Barker to the Providence City Historic Preservation Commission.

- 18 • Julie Baker was not able to attend and will be on next meeting's agenda.
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20 **Item No. 3. Resolution 036-2015.** The Providence City Council will consider for adoption a resolution appointing
21 Barry Nielsen as an alternate on the Providence City Planning Commission.

22 **Motion to adopt Resolution 036-2015: J Russell, second – J Baldwin**

- 23 • Barry Nielsen addressed the Council. He loves Providence and would like to see it remain as beautiful as it
24 is. He worked at Hill Air Force Base for 35 years, he is currently retired. He was a landing gear program
25 manager for A-10 and T-38 aircraft, oversaw maintenance crew on those aircraft. He was a civilian
26 employee. Started out as instrument mechanic. He was a part of competition advocacy to help save
27 money for the government.
- 28 • Mayor said Barry lives in the south part of town. The mayor has tried to get people on Planning
29 Commission in a geographically balanced way. He asked Barry if he had time to commit to Planning
30 Commission.
- 31 • B Nielsen said he has time. He was retired until recently. Now he works as a maintenance manager for a
32 property, so some of his time is gone, but he is available.
- 33 • R Call asked how he came to be interested in serving on Planning Commission.
- 34 • B Nielsen said John Russell mentioned it to him and it sparked an interest.
- 35 • B Bagley asked his vision for Providence as far as growth, transportation, economics, etc.
- 36 • B Nielsen said he does not want to see a lot of growth, but enough growth. He feels 200 West traffic is out
37 of control and would like to see a resolution to ease that traffic.
- 38 • J Drew said it is a state highway, so Providence has no control over that street. B Nielsen said an alternate
39 route then would be a possible resolution.
- 40 • B Bagley asked about his ideas on the commercial area and generating tax revenue for Providence.
- 41 • B Nielsen said more revenue for the city is what should be promoted. He would like to see more
42 businesses like Tractor Supply come in.

43 **Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell**
44 **Nay: None**
45 **Abstained: None**
46 **Excused: None**

- 47 • Mayor commented that Kirk Allen's time is up at the end of this month. However, Kirk has consented to
48 stay on Planning Commission for another three years, if he is not elected to the City Council. If he is
49 elected, he will stay on Planning Commission until his City Council term begins in January.
50

1 **Item No. 4. Ordinance 2015-019.** The Providence City Planning City Council will consider for adoption an ordinance
2 amending Providence City Code Title 10 Zoning Regulations, Chapter 5 Overlay Zones regarding Hazard slope
3 zones, engineering geotechnical report, and disclosures of other natural hazards.

4 **Motion to adopt Ordinance 2015-019: J Baldwin, second – B Bagley**

- 5 • S Bankhead said back in February a temporary emergency zoning ordinance was passed, that has expired
6 and this ordinance is a permanent ordinance to be put in its place. She asked the Council to adopt the
7 ordinance.
- 8 • J Baldwin asked if the issues regarding the soil in question in the Highlands had been resolved.
- 9 • S Bankhead said if homes are built in those areas, they will have to comply with this ordinance, but
10 currently, they have not been addressed.
- 11 • J Drew asked about compaction standards.
- 12 • S Bankhead said building code addresses some compaction standards, the City addresses compaction
13 standards with our roads and the standards and specs book addresses it with reference to the ordinance,
14 so it can be enforced.
- 15 • J Drew asked if the Highlands issue is what prompted this ordinance.
- 16 • S Bankhead said most recently it is, but there have been violations of this type in the past.
- 17 • Mayor said this is an effort to protect potential home owners and the City. He feels this is a win/win for
18 everyone.
- 19 • J Drew asked if this was an ordinance that the developer has to take care of, or if it is the home builder's
20 responsibility. He wants to protect the home builder from surprise expenses and also the City from
21 potential lawsuits.
- 22 • R Eck said this doesn't completely erase responsibility for those who purchase the lots, but hopefully it
23 will make the purchased lot a safe, buildable lot. This also provides a means for the City to have stable
24 slopes for infrastructure.
- 25 • J Drew asked if there is a warranty from the developer once the city assumes ownership of the road.
- 26 • R Eck said there is a one year warranty. He feels the roads up there are stable.
- 27 • J Baldwin said when a builder builds a home; he will have to provide proof to the building official that the
28 soil meets minimum code standards for compaction and strength.
- 29 • R Eck said anything over 30% slope is considered hazardous slope. Anything over that amount has to meet
30 this ordinance to get it to 30% slope and make it a buildable lot.
- 31 • J Russell had questions about some of the language in page 8, section C – "Property owners are
32 *encouraged* to implement the following."
- 33 • R Eck said that language is there as a warning, and that was about as strong as the City wanted to go
34 without imposing on property rights.

35 **Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell**
36 **Nay: None**
37 **Abstained: None**
38 **Excused: None**
39

40 **Staff Reports:** Items presented by Providence City Staff will be presented as information only.

41 R Eck:

- 42 • Reported on roads that were just completed. He has received phone calls from residents who like the new
43 HA-5 on their roads.
- 44 • Reported on the boring of Hwy 165. He has a hope of acquiring the casing that came in too low and is
45 unusable for this project.
- 46 • 335 West was not a flooding issue with the pond. It was an irrigation ditch.

47 S Bankhead:

- 48 • The Council has the financial statements.
- 49 • Moving forward with the car show and the sauerkraut dinner.
- 50 • Turned in an application today for quarter cent's sales tax money to extend Gateway Drive about a 1,000
51 feet from Morris Poole's dental office to 100 South. This is money the county put in place a few years ago.
52 With the criteria, we feel Gateway Drive will qualify. It will be a 93/7% split.

- 200 West is a county road and is on the MPO plan as a strategic road. Once the high school goes in and traffic patterns are studied, it may receive improvements.

Council Reports: Items presented by the City Council members will be presented as informational only; no formal action will be taken. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

- B Bagley – asked if a vendor for the city-wide alert system had been found. S Bankhead said not yet.
- J Drew – the city is not canning sauerkraut this year, just making enough for the dinner and enough to sell during the car show for hot dogs, etc., similar to last year. Sherm Sanders family has volunteered to do that.
- R Call – no report.
- J Russell – no report.
- J Baldwin – no report.

Mayor:

- Last week he attended a meeting with Logan Mayor, a representative from the county council and another Mayor concerning the oversight relative to CVTD. Logan controls the voting board with a total of 8 votes. Mayor Peterson feels there needs to be more oversight on that board. Mayor Peterson, Mayor Calderwood, a representative from the county council and the Mayor from North Logan will be attending the CVTD meeting tomorrow night.
- Hyrum/Nibley/Providence potential jointure for the waste water facility in Hyrum: Hyrum has become more congenial thanks to Stephanie Miller and Ron Salveson. Mayor Dustin from Nibley has contacted a commercial appraiser. He will do an appraisal of the plant in the coming week.
- Logan waste water: Preliminary work has been done to understand how Logan charges Providence for collection relative to our sewer bill. In 2009 Logan doubled the rate of what we were paying for collection and treatment. Presently, per 1,000 gallons, we pay \$.39 for collection and \$1.85 for treatment. That is double the rate since 2009. We are making sure they are justified in their charges if we end up staying with Logan.
- R Eck said we just got the statistics back yesterday for the month of July. We were just over 20 million gallons compared to last year in July where we were 23.5 million gallons.
- Mayor Calderwood said if they build a new plant and if we stay with them, we will be investing in a more sophisticated meter system.
- R Eck said we are metered just on the other side of the highway at the Maverick intersection and just below the IBS Building on Golf Course Road.
- Mayor said we are going to get a rate increase and we need to pursue this collection and understand it better. We are either going to stay with Logan or work something out with Hyrum and if we stay with Logan, we need to be prepared.
- Engineering estimates for street improvements: about \$800,000 was approved this fiscal year for three streets. No construction work will be done until next spring. There is not enough budget for all three blocks of 400 South and the other two roads. Mayor asked the Council if they wanted to do the other two streets and a portion of 400 South, or if they wanted to do all of 400 South.
- J Baldwin said he would like to see the contractors' bids versus the engineer's estimate.
- J Drew said he would like to review other options such as installing sidewalk, curb and gutter or not.
- Mayor said the park strip can vary, but 400 South is part of the downtown cross-section.
- J Drew asked if the Council can give a variance for this street.
- S Bankhead said it could be done, but the Council cannot just pick and choose which streets will be exempted and which ones won't. Whatever they choose, it will apply to developers too.
- J Drew asked if there was a way to mitigate storm water.
- R Eck said the biggest issue is the slope on that road, the velocity of water picks up and that is why curb and gutter is so important on that road. There is a limit on how much of that storm water can run into the canal and there will have to be some retention to take the rest of that water.
- Mayor Calderwood said at the west end of 400 South and on the west side of 200 West, there is an empty field. It is possible that we could put a park or something there with a pond.

- R Eck said the new attitude is to make these basins multi-use, such as a soccer field or park, etc.

Executive Session:

Item No. 1. The Providence City Council may enter into a closed session discuss pending litigation Utah Code 52-4-205(1) (c). (Amended 08/24/2015).

Motion to enter executive session: J Baldwin, second – J Drew

Vote: **Yea:** **B Bagley, J Baldwin, R Call, J Drew, J Russell**
 Nay: **None**
 Abstained: **None**
 Excused: **None**

Motion to adjourn: R Call, second - J Baldwin

Vote: **Yea:** **B Bagley, J Baldwin, R Call, J Drew, J Russell**
 Nay: **None**
 Abstained: **None**
 Excused: **None**

Don W. Calderwood, Mayor

Skarlet Bankhead, City Recorder



Providence City

15 South Main Street
Providence, UT 84332
(435) 752-9441 • Fax: (435)753-1586

PROVIDENCE CITY COUNCIL NOTICE OF PUBLIC HEARING

Hearing Description: Proposed Budget Adjustment for Fiscal Year 2016, increasing the expense item for administrative construction-improvements approximately \$9,500 using prior year revenues.

Affected Fund(s): Capital Project

Hearing Date: Tuesday, September 15, 2015

Hearing Time: 6:15 p.m.

Hearing Location: Providence City Office Building, 15 South Main, Providence UT

The purpose of the public hearing is to provide an opportunity for anyone interested to comment on the proposed budget adjustment for Fiscal Year 2016 for the Capital Project Fund before action is taken. The City Council invites you to attend the hearing in order to offer your comments/suggestions.

If you are disabled and/or need assistance to attend council meeting, please call 752-9441 before 5:00 p.m. on the day of the meeting.

Thank you,


Skarlet Bankhead
City Administrator/Recorder

Herald Journal Publication Date: September 6, 2015

Posting Date: September 3, 2015

- Posted on www.providencecity.com and the Utah Public Notice Website

Resolution 037-2015

A RESOLUTION AMENDING THE 2016 BUDGET FOR THE CAPITAL PROJECT FUND.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses.

WHEREAS Providence City staff requests the City Council amend the Capital Project Fund Budget as follows:

- Increase prior year revenue from \$5,000 to \$14,500, a \$9,500 increase for engineering services for the design of the electrical and mechanical/plumbing system remodel for the building located at 164 North Gateway Drive.
- Increase administrative construction-improvements from \$5,000 to \$14,000.

THEREFORE be it resolved by the Providence City Council:

- The above budget adjustment shall be approved.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 15 day of September, 2015.

Council Vote:

Bagley, Bill	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Call, Ralph	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Russell, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

Resolution 033-2015

A RESOLUTION APPOINTING JULIE BARKER TO THE PROVIDENCE HISTORIC PRESERVATION COMMISSION.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses.

WHEREAS Providence desires to fill a vacancy on the Providence Historic Preservation Commission.

- Providence City Code 2-3-2:A. states, *"The Commission shall consist of five (5) members, with a demonstrated interest, competence or knowledge of historic preservation to be appointed by majority vote of the City Council, upon recommendation from the Mayor."*
- Julie Barker has expressed an interest in serving on the Historic Preservation Commission.
- Mayor Calderwood requests that the City Council consider Julie Barker for appointment as a member of the Providence Historic Preservation Commission.

THEREFORE be it resolved by the Providence City Council:

- The Julie Barker shall be appointed as a member of the Providence Historic Preservation Commission with her term expiring August 31, 2018.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 25 day of August, 2015.

Council Vote:

Bagley, Bill	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Call, Ralph	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Russell, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

Resolution 040-2015

A RESOLUTION APPOINTING KIRK ALLEN FOR A SECOND TERM AS A MEMBER TO THE PLANNING COMMISSION

WHEREAS Kirk Allen’s term on the Providence City Planning Commission expired September 1, 2015:

- Kirk Allen expressed interest in serving a second term on the Planning Commission.
- Providence City Code 2-1-1:B. states: *“On recommendation of the Mayor and by majority vote of the Council, standing members may be appointed to serve an additional term; however, no member may serve more than two consecutive terms.”*
- Mayor Calderwood discussed serving a second term with K Allen.
- Mayor Calderwood recommends the City Council appoint K Allen to a second term as a member on the Providence City Planning Commission.

THEREFORE be it resolved by the Providence City Council:

- the recommendation from Mayor Calderwood shall be accepted; and
- Kirk Allen is hereby appointed to serve a second term as a member of the Providence City Planning Commission, with his term beginning September 1, 2015, and expiring September 1, 2018; and
- this resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 15 day of September, 2015.

Council Vote:

Bagley, Bill	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Call, Ralph	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Russell, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

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Resolution 039-2015

A RESOLUTION AMENDING THE DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT FOR THE ZOLLINGER SUBDIVISION; A 2-LOT RESIDENTIAL SUBDIVISION. THE PROPERTY IS LOCATED AT APPROXIMATELY 240 SOUTH 325 WEST, PROVIDENCE.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values in areas that may be considered sensitive, including but not limited to fire danger, slope, soil content.

WHEREAS Nick Zollinger is requesting an amendment to the Development and Public Improvement Installation Agreement for Zollinger Subdivision that was approved on August 11, 2015.

- Providence City Code 11-3-3:C states
 - Development Agreement: The developer shall enter into and sign an agreement with the City, which shall indicate a timetable for completion of the final improvements as listed in the preliminary and final plat. This agreement will be submitted to the City Council for approval.
- On August 11, 2015 the Providence City Council adopted Resolution 032-2015 approving a Development and Public Improvement Installation Agreement for Zollinger Subdivision.
- The Development and Public Improvement Installation Agreement for Zollinger Subdivision requires an easement for storm water on property adjacent to the north boundary.
- The Developer is requesting that this be changed to a temporary easement that will be removed when it is no longer needed for storm water.
- The following amendment is proposed:
1.11.1 A ditch, located off site, on property adjacent to the north boundary, will be installed and used for stormwater. An A temporary easement for the use will be required. The City agrees to remove the easement, at the request of the property, when it is no longer needed for storm water.

THEREFORE be it resolved by the Providence City Council:

- The request by Nick Zollinger shall be granted and the Development and Public Improvement Installation Agreement for Zollinger Subdivision shall be amended as shown above.
- The Mayor and City Recorder are hereby authorized to execute said agreement as amended.

Passed by vote of the Providence City Council this 15 day of September, 2015.

Council Vote:

Bagley, Bill	() Yes	() No	() Excused	() Abstained	() Absent
Baldwin, Jeff	() Yes	() No	() Excused	() Abstained	() Absent
Call, Ralph	() Yes	() No	() Excused	() Abstained	() Absent

1 Drew, John Yes No Excused Abstained Absent
2 Russell, John Yes No Excused Abstained Absent

3
4 Providence City

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7 _____
8 Don W Calderwood, Mayor

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10 Attest:
11 _____
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13 Skarlet Bankhead, Recorder

DRAFT

Resolution 038-2015

A RESOLUTION APPROVING THE DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT FOR THE PROVIDENCE HOLLOW (FORMERLY 500 NORTH LLC) SUBDIVISION; A 33-LOT RESIDENTIAL SUBDIVISION LOCATED GENERALLY AT 500 NORTH 450 EAST.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values in areas that may be considered sensitive, including but not limited to fire danger, slope, soil content.

WHEREAS Brent Skinner is requesting approval of the attached Development and Public Improvement Installation Agreement for Providence Hollow Subdivision.

- Providence City Code 11-3-3:C states
o Development Agreement: The developer shall enter into and sign an agreement with the City, which shall indicate a timetable for completion of the final improvements as listed in the preliminary and final plat. This agreement will be submitted to the City Council for approval.
• The Providence City Planning Commission approved the Final Plat for the Providence Hollow Subdivision during their August 26, 2015 meeting.
• The construction drawings are being reviewed by the City Engineer and Public Works Director.
• The attached Development Agreement has been reviewed by the Developer and Executive Staff.

THEREFORE be it resolved by the Providence City Council:

- The request by Brent Skinner shall be granted and the attached Development Agreement shall be approved.
• The Mayor and City Recorder are hereby authorized to execute said agreement.

Passed by vote of the Providence City Council this 15 day of September, 2015.

Council Vote:

Table with 5 columns: Name, Yes, No, Excused, Abstained, Absent. Rows include Bagley, Bill; Baldwin, Jeff; Call, Ralph; Drew, John; Russell, John.

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

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51
- 1.1 Street Improvements.** The Developer agrees to construct the street(s) as indicated on the Annexation Agreement, Final Plat and Approved Construction Drawings.
 - 1.1.1** 520 East. The Developer agrees to construct 520 East as shown on the Final Plat and Approved Construction Drawings.
 - 1.1.2** 470 East. The Developer agrees to construct 470 East as shown on the Final Plat and Approved Construction Drawings. 470 East will end with a temporary turn-around, in the shape of a modified “Y”, utilizing a shared driveway for Lots 32 and 33, and an easement on Lot 29. This turn-around has been approved by the Logan City Fire Marshall and is identified on the Final Plat.
 - 1.1.3** 500 North. The Developer agrees to construct 500 North as shown on the Final Plat and Approved Construction Drawings. A portion of the 500 North street improvement is outside the development boundary; see 1.11 Off-site infrastructure improvements.
 - 1.2 Culinary Water Improvements.** Developer agrees to install the culinary water improvements in accordance with the Annexation Agreement, Standards and Specifications Manual, and as shown on the Approved Construction Drawings.
 - 1.2.1** 500 North Water Main Line. A portion of the 500 North water main line installation is outside the development boundary; see 1.11 Off-site infrastructure improvements.
 - 1.3 Fire Protection.** Developer agrees to install fire hydrants and lines in accordance with the requirements and standards set forth by the fire authority having jurisdiction, Standard and Specifications Manual and as shown on Approved Construction Drawings. The Developer also agrees to control weeds, trash, and other debris on site and in accordance with Providence City Code Title 4 Public Health and Safety until such time that Developer no longer holds an ownership interest in the site.
 - 1.4 Sanitary Sewer Improvements.** Developer agrees to install the following sanitary sewer improvements in accordance with the Annexation Agreement, Standards and Specifications Manual, and as shown on the Approved Construction Drawings:
 - 1.4.1** 500 North Sewer Main Line. A portion of the 500 North sewer main line installation is outside the development boundary; see 1.11 Off-site infrastructure improvements.
 - 1.4.2** Inspection at Developer’s Expense. Developer acknowledges and agrees that the installed sanitary sewer improvements must be inspected before the trench is backfilled. Developer agrees that it will request an inspection and will be responsible for payment for the same.
 - 1.4.3** Acceptance. Before the sanitary sewer improvements will be accepted by the City, the Developer, at its own expense, shall visually image the entire line and will label and furnish an acceptable copy of the media to the City. Developer acknowledges and agrees that the City must accept the test results prior to any unit being connected to the line and before asphalt is installed. Test results must be accepted by the City prior to the acceptance of the minimum improvements.
 - 1.5 Water Requirement.** Pursuant to Providence City Ordinance § 8-1-21, Developer agrees to convey to the City seventeen (17) shares of secondary water from Spring Creek Water

1 Company.

2
3 **1.6 Irrigation Waterways, Private Laterals**

4
5 **1.6.1 Private Laterals.** Developer acknowledges and agrees that irrigation ditches
6 within the City are private water laterals and the City has no responsibility or
7 liability associated with the location and function of the same. Likewise,
8 Developer acknowledges and agrees that the City has no responsibility or
9 liability for any changes in irrigation waterways or assumed waterways right of
10 way.

11
12 **1.6.2 Maintenance and Repair.** Developer acknowledges and agrees that the
13 maintenance and repair of the irrigation waterways is the sole responsibility of
14 the irrigation Water Company and/or Developer. Likewise, Developer
15 acknowledges that the City has no responsibility or liability for the proper
16 maintenance and repair of the irrigation waterways and should the waterway fail
17 for any reason, including but not limited to design, vandalism, acts of nature,
18 and/or negligent repair or maintenance.

19
20 **1.6.3 Existing Waterways.** Developer agrees to locate and protect existing irrigation
21 waterways and re-route and/or repair as necessary.

22
23 **1.6.4 Irrigation Ditch Easements.** Irrigation ditch / berm easements are shown on the
24 final plat.

25
26 **1.7 Parks and Trails.** This development does not include public parks or trails. The
27 Developer has indicated they intend to install a private park as part of the open space
28 shown in the southwest corner of the development.

29
30 **1.8 Landscaping.** Not required for this development.

31
32 **1.9 Street Lighting.** Developer agrees to install street lights in Development Property in
33 locations determined by the City. Developer agrees to pay for any and all costs associated
34 with the purchase and installation of the street lights and all related materials. Developer
35 is responsible for all necessary coordination with the power company relative to the
36 installation of the street lights. Developer agrees the underground improvements
37 necessary for street lighting will be completed prior to or concurrently with laying the
38 asphalt.

39
40 **1.10 Street Signs.** The Developer agrees to pay for the cost to purchase and the installation of
41 roadway signs as required by the Public Works Director, including but not limited to the
42 following signs: Street Blades, Stop Signs, Type 3 End of Road Assembly. The City shall
43 install the signs. Any temporary delineators and barriers required during construction will
44 be furnished, installed, and maintained by the Developer.

45
46 **1.11 Off Site Infrastructure Requirements.** The parties acknowledge and agree that there is
47 a clear, direct and substantial relationship between the impact caused by the Development
48 and the need for these offsite infrastructure improvements and the offsite improvements
49 provided for in this Agreement are roughly equivalent, both in nature and extent, to the
50 impact of the Development.

- 1 **1.11.1 500 North Improvements:** The Developer agrees to construct the following off-
2 site improvements as indicated on the Annexation Agreement, Final Plat and
3 Approved Construction Drawings:
4 1.11.1.1 Approximately 480 linear feet of 12”AWWA C-900 water main line
5 (including all bedding, backfill, tees, bend, thrust blocking, etc.).
6 1.11.1.2 Approximately 483 linear feet of 8” PVC sewer line DR35 (includes all
7 bedding, backfill, tees, bends, wyes, etc.).
8 1.11.1.3 Approximately 489 linear feet of 24” HDPE storm sewer line (includes
9 all bedding, backfill, trees bends, etc.
10 1.11.1.4 500 North street installation using the City’s partial road profile with
11 24’asphalt width, curb, gutter, park strip, and sidewalk on the south side.
12 1.11.1.5 Developer is also installing conduit for power, cable, phone (includes
13 bedding and backfill).
14 1.11.1.6 Shared Development Costs. Pursuant to Providence City Code 11-5-14
15 Shared Development Costs, the Developer has filed written notice with
16 the City indicating the Developer’s intent to be considered for
17 reimbursement of a portion of the costs of construction the above off-site
18 improvements. The Developer has estimated the costs for the above
19 improvements as \$117,516.38. If reimbursement occurs, reimbursement
20 will be based on actual costs, not the estimated costs.
21

22 **SECTION 2. CONSTRUCTION PERIOD**
23

- 24 **2.1 Two Year Construction Period for Completion of Public Improvements.** Pursuant to
25 Providence City Code § 11-5-3, construction of the Public Improvements must be
26 completed within two years of the date the Approved Construction Drawings were signed
27 by the City Engineer. Developer agrees to complete all required Public Improvements to
28 the furthestmost structure no later than the ____ day of September, 2017.
29
- 30 **2.2 Pre Construction Meeting.** Developer agrees to schedule and attend a Pre-Construction
31 Meeting with the general contractor for the Development and City Staff prior to
32 beginning any construction in the Development, including grading and trenching.
33 Developer agrees to notify the general contractor and all appropriate subcontractors for
34 the Development of their required attendance at the Pre Construction Meeting and that no
35 construction can commence until after that meeting.
36
- 37 **2.3 Storm Water Control/Best Management Practices.**
38
- 39 **2.3.1 Storm Water System.** Developer will comply with all storm water requirements
40 in Title 7, Chapter 8 of the Providence City Code and shall install a storm water
41 system in accordance with the Annexation Agreement, Providence City
42 Corporation Department of Public Works Standards and Specifications Manual,
43 and as shown on the Approved Construction Drawings.
44 2.3.1.1 A portion of the 24” storm drain trunk line in 500 North is outside the
45 development boundary; see 1.11 Off-site infrastructure improvements.
46
- 47 **2.3.2 Best Management Practices.** Developer agrees to comply with all relevant best
48 management practices identified in the Storm Water Pollution Prevention Plan.
49
- 50 **2.3.3 Maintenance of Infrastructure.** Developer agrees to perform routine
51 maintenance of infrastructure as required by the City’s Public Work’s Director

1 while the development is under construction and until the development is
2 accepted by the City. Such maintenance may include, but is not limited to snow
3 removal, cleaning of gutters and drop boxes, and maintaining water facilities.
4

5 **2.4 Sale of Lots/Building Permits.** The Developer may sell lots within the Development and
6 the City may issue building permits in accordance with Providence City Ordinance § 11-
7 5-2 and Utah State Code § 10-9a-802.
8

9 **2.5 As Built Construction Plans.** Developer agrees to provide the City with accurate as
10 built drawings as required by Providence City Code § 11-5-3(B).
11

12 **SECTION 3. INSPECTION, ACCEPTANCE AND WARRANTY PERIOD FOR PUBLIC**
13 **IMPROVEMENTS**
14

15 **3.1 Inspection.** Pursuant to Providence City Code § 11-5-3, Developer agrees to request an
16 inspection of all Public Improvements by the City at the completion of construction, or
17 prior to the end of the two year construction period identified in § 2.1.
18

19 **3.2 Acceptance.** The parties acknowledge and agree that the Development will not be
20 accepted by the City until the City Engineer has provided the parties with a signed
21 statement that the Public Improvements have been completed. Developer agrees to
22 request this statement from the City Engineer upon completion of the Development.
23

24 **3.3 Warranty Period.** Pursuant to Providence City Code § 11-5-5, Developer agrees to
25 provide the City with a one (1) year written guarantee for all Public Improvements
26 wherein Developer agrees to repair or replace any and all Public Improvements that are
27 determined by the City to be defective within the one (1) year warranty period.
28

29 **3.3.1 Contents of Guarantee.** Developer shall warrant that the Public Improvements
30 shall remain in good condition and free from all defects in performance,
31 materials and workmanship during the Warranty Period except where such
32 damage or defects are caused by verified acts of misuse, vandalism, or negligent
33 acts of parties other than those associated in any way with the design,
34 construction, and/or materials used in Development, including but not limited to
35 Developer, subcontractors, engineers, consultants etc.
36

37 **3.3.2 Warranty Period.** The Warranty Period shall commence upon the date of
38 written acceptance of the Public Improvements by the City and shall expire one
39 (1) year thereafter.
40

41 **SECTION 4. SECURITY OF PERFORMANCE**
42

43 **4.1 Public Improvement Completion Security.** Pursuant to Providence City code § 11-5-7
44 and in order to assure the City that all Public Improvements are constructed in
45 conformance with all relevant City ordinances regulations and standards, Developer
46 agrees to provide security of performance. In the event that Developer fails to fulfill its
47 obligations under the Agreement, Final Plat, Approved Construction Drawings or
48 relevant City, State or Federal Code, the City, in its sole discretion, shall have the right
49 to construct or cause to be constructed any and all incomplete Public Improvements.
50

51 **4.1.1 Amount Required.** Developer agrees to provide security of performance in a

1 form that is acceptable to the City and in the amount of \$885,247, which amount
2 is not less than 110% of the reasonable value of the Public Improvements as
3 determined by the City Engineer.
4

5 **4.2 Foreclosure on Security.** In the event the Developer fails to pay the City within sixty
6 (60) days of receipt of the City's written demand for payment, the City may foreclose on
7 the Public Improvement Completion Security; provided, however, the City may foreclose
8 or otherwise take any necessary steps prior to the end of this sixty (60) day period to
9 protect the City's claims in the security from lapsing or expiring.
10

11 **4.2.1 Costs/Indemnification.** Developer shall be liable to the City for any and all costs
12 incurred by the City associated with the construction of any and all incomplete
13 Public Improvements, including, but not limited to engineering, legal and
14 contingent costs together with any damages which the City may sustain on
15 account of Developer's failure to fulfill its obligations. The Developer agrees to
16 indemnify the City for any and all damages incurred associated with any and all
17 incomplete Public Improvements.
18

19 **SECTION 5. WARRANTY BOND**

20
21 **5.1 Warranty Bond.** Pursuant to Providence City Code § 11-5-7(A), Developer agrees to
22 tender to, and name the City as beneficiary to, a three year Warranty Bond.
23

24 **5.1.1 Amount Required.** Developer agrees to tender to the City a Warranty Bond in
25 the amount of \$80,477 which amount is not less than 10% of the estimated cost
26 of the construction of the Public Improvements.
27

28 **5.2 Public Improvement Repair Notice.** In the event that the City discovers any defects in
29 any of the Public Improvements during either the construction period or during the
30 Warranty Period the City shall provide Developer with written notice of such defects.
31

32 **5.2.1 Form of Notice and Time to Repair/Replace.** The notice furnished by the City
33 shall be in substantially the same form as the form attached hereto as **Exhibit**
34 **"A"**. Developer agrees to repair or replace the defective Public Improvement(s)
35 within ninety (90) days of receipt of Public Improvement Repair Notice.
36

37 **5.3 Foreclosure on Warranty Bond.** If Developer fails to repair or replace the defective
38 Public Improvement to the satisfaction of the City and within the ninety (90) day time
39 frame identified in § 3.3.1, the City may cause the defective Public Improvement(s) to be
40 repaired or replaced and foreclose on the Warranty Bond. The City may, in its discretion,
41 use the Warranty Bond funds for purposes of paying for the repair or replacement of the
42 defective Public Improvement(s) or reimbursing the City for funds spent by the City for
43 the repair or replacement of the defective Public Improvement(s).
44

45 **5.3.1 Costs/Indemnification.** Developer shall be liable for any and all costs incurred
46 by the City associated with constructing and/or repairing any and all defective or
47 incomplete public improvements, including, but not limited to engineering, legal
48 and contingent costs together with any damages which the City may sustain on
49 account of Developer's failure to fulfill its obligations. The Developer agrees to
50 indemnify the City for any and all damages incurred associated with any and all
51 incomplete Public Improvements.

1
2 **5.3.2 Deficiency.** Developer agrees to pay the City for any and all costs associated
3 with the repair or replacement of defective Public Improvement(s) that are not
4 paid for from the Warranty Bond. City must utilize all available Warranty Bond
5 funds in paying for the cost of repair or replacement of defective Public
6 Improvement(s) before seeking any deficiency amounts from Developer.
7

8 **5.4 Public Safety.** The parties agree that the City may impose a time frame less than ninety
9 (90) days upon Developer to repair or replace defective Public Improvements that the
10 City reasonably determines poses a threat to public safety.
11

12 **5.4.1 Notice.** The City shall notify the Developer, by whatever means are reasonable
13 under the circumstances, of the new time frame for which repair or replacement
14 of the defective Public Improvement(s) must take place. In emergency situations
15 that pose an immediate threat to public safety, the City may, without notice to
16 Developer, immediately repair or replace any defective Public Improvement
17 causing the emergency situation. The City shall notify the Developer as soon as
18 reasonably possible under the circumstances about the emergency condition.
19

20 **5.4.2 Developer's Obligation Upon Receipt of Notice.** Within 48 hours of receipt of
21 the City's notice of the shorter time frame referenced in § 5.4.1, Developer shall
22 provide the City with either reasonable assurances that the defective Public
23 Improvement(s) will be repaired or replaced within that time frame or authorize
24 the City to repair or replace the Defective Public Improvements. If the Developer
25 fails to provide reasonable assurances or authorize the City to repair or replace
26 the defective Public Improvement(s) within 48 hours of receipt of the City's
27 notice, the City may elect to repair or replace the defective Public
28 Improvement(s) and foreclose on the Warranty Bond for purpose of paying for
29 the repair or replacement of the defective Public Improvement(s) or reimbursing
30 the City for the same.
31

32 **SECTION 6. CITY PARTICIPATION IN CONSTRUCTION COSTS OF IMPROVEMENTS**

33

34 The parties agree and acknowledge that the City will not be sharing in the development costs for
35 the Public Improvements with the Developer. The City does not have any obligation to pay, or reimburse,
36 Developer for any costs associated with the Public Improvements. Likewise, the City does not have any
37 obligation to construct any of the Public Improvements or furnish any labor and/or materials for the
38 construction of the same.
39

40 **SECTION 7. APPLICATION UNDER FUTURE LAWS**

41

42 Without waiving any rights granted under this Agreement, Developer may at any time choose to
43 submit a development application for some or all of the Development Property under the City's future
44 laws in effect at the time of that application. Any Development application submitted under the City's
45 future laws shall be governed by all portions of the City's future laws related to the development
46 application.
47

48 **SECTION 8. EXPIRATION OF FINAL PLAT DEVELOPMENTAL RIGHTS**

49

50 Pursuant to Providence City Ordinance § 11-3-3, an approved Final Plat will be void if it is not
51 recorded within one (1) year of approval of this Agreement by the City Council. Developer agrees and

1 acknowledges that any vested right to proceed with the development of the Development Property will
2 terminate upon the expiration of the Final Plat.

3
4 **SECTION 9. MISCELLANENOUS**

5
6 The following provisions are an integral part of this Agreement:

- 7
8 **9.1 Entire Agreement/Amendment.** With respect to the subject matter of this Agreement,
9 this Agreement and other documents and instruments identified or contemplated by this
10 Agreement constitute the parties’ entire agreement, and may not be altered, modified or
11 amended except as identified herein. All prior and contemporaneous agreements,
12 arrangements and understandings between the parties respecting the subject matter of this
13 Agreement are hereby superseded and rescinded.
- 14
15 **9.2 Term of Agreement.** The term of this Agreement shall be until **[20 year term]**. If as of
16 that date Developer is not in default, or if any such default is not being cured, then this
17 Agreement shall be automatically extended until **[30 year from date of agreement**
18 **signed]**. This Agreement shall terminate automatically at build out, meaning the
19 completion of all construction on all of the Project pursuant to the Final Plat, Approved
20 Construction Drawings and this Agreement. The parties acknowledge and agree that the
21 term of this Agreement does not alter or impact in any way the time restraints and
22 deadlines prescribed in City ordinances or Utah State Code and Developer acknowledges
23 that time restraints and deadlines prescribed in City ordinances or Utah State Code will
24 supersede the term of this Agreement.
- 25
26 **9.3 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of
27 the parties hereto and their respective successors and assigns.
- 28
29 **9.4 Counterparts.** This Agreement may be executed in counterparts, and the delivery of an
30 executed signature page via facsimile shall have the same force and effect as the delivery
31 of an executed original.
- 32
33 **9.5 Captions.** The headings contained in this Agreement are for reference purposes only and
34 shall not limit, expand or otherwise affect the construction of this Agreement.
- 35
36 **9.6 Severability.** If any term or provision of this Agreement shall, to any extent, be
37 determined by a court of competent jurisdiction to be void, voidable or unenforceable,
38 such void, voidable or unenforceable term or provision shall not affect the enforceability
39 of the remaining provisions of this Agreement.
- 40
41 **9.7 Governing Law and Venue.** The parties agree that this Agreement shall be construed
42 and enforced in accordance with the laws of the State of Utah. Any legal action
43 involving a dispute concerning the interpretation or enforcement of this Agreement shall
44 be brought only in the First Judicial District Court, County of Cache, State of Utah.
- 45
46 **9.8 Recitals and Exhibits.** All factual recitals set forth herein and referenced or attached
47 exhibits shall be considered a part of this Agreement.
- 48
49 **9.9 No Third Party Rights/No Joint Venture.** This Agreement does not create a joint
50 venture relationship, partnership or agency relationship between the City and the
51 Developer. Further, the parties do not intend this Agreement create any third-party

1 beneficiary rights. The parties acknowledge that the City has no interest in, responsibility
2 for or duty to any third parties concerning the Public Improvements unless the City has
3 accepted the dedication of such Public Improvements.
4

5 **9.10 No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be
6 deemed a waiver of any such right and shall not affect the right of that party to exercise at
7 some future date any such right or other right it may have.
8

9 SIGNATURES TO FOLLOW ON NEXT PAGE
10
11
12
13

DRAFT

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their
2 respective, duly authorized representatives as of the day and year first herein written above.

3
4 City of Providence

5
6
7 By: _____
8 Don W. Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

9
10
11
12 STATE OF UTAH)
13 :
14 County of Cache)

15
16 On the _____ of _____, 2014, personally appeared before me, Don W. Calderwood, and Skarlet
17 Bankhead, who did say that they are the Mayor and City Recorder respectively of Providence, Utah, a Utah
18 municipal corporation, and that the said instrument was signed in behalf of said corporation by authority of a
19 resolution of the City Council and the aforesaid officers acknowledged to me that said corporation executed the
20 same.

21
22
23 _____
24 Notary Public

25 [DEVELOPER}]

26
27
28
29 By: _____
30 Its: _____

31
32
33 STATE OF UTAH)
34 :
35 County of _____)

36
37 On this _____ day of _____, 2014 personally appeared before me,
38 _____,
39 _____ who is personally known to me
40 _____ whose identity I proved of the basis of _____
41 _____ whose identity I proved on the oath/affirmation of _____,
42 and who by me duly sworn/affirmed, did say that he/she is the _____ of
43 _____, and that said document was signed by him/her in behalf of
44 said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors, and said
45 _____ acknowledged to me that said Corporation executed the same.

46
47
48 _____
49 Notary Public
50 Commission Expires: _____

