

PROVIDENCE CITY COUNCIL MEETING AGENDA
August 23, 2016 5:30 PM
Providence City Office Building, 15 South Main, Providence UT

The Providence City Council will begin discussing the following agenda items at 5:30 p.m. Anyone interested is invited to attend.

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

Executive Session: The Providence City Council may enter into a closed session to discuss land acquisition or the sale of real property Utah Code 52-4-205(1) (d) and (e).

Approval of the minutes

Item No. 1. The Providence City Council will consider approval of the minutes of August 9, 2016 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.

Business Items:

Item No. 1. Request for Proposal: The Providence City Council will consider a request from the Planning Commission to advertise a request for proposal for assistance in preparation of comprehensive amendments to the City's General Plan.

Item No. 2. Code Amendment Ordinance 2016-020: The Providence City Council will consider for adoption an ordinance amending Providence City Code Title 5 Chapter 9 Off-Highway Vehicles including but not limited to the following: amending the definition of adult supervision, amending paragraph 5-9-3:B.2. Supervision for operators under the age of 16, and prohibiting snowmobiles from operating in the city right-of-way.

Item No. 3. Discussion: The Providence City Council will discuss wording on agendas.

Item No. 4. Discussion – proposed code amendment: The Providence City Council will discuss a proposed code amendment to Providence City Code Title 8 Chapter 1 Section 21 Water Availability Requirement by adding a "restricted/no culinary water use" area.

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 19 day of August 2016.


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.



Providence City

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

REQUEST FOR PROPOSALS GENERAL PLAN UPDATE

Providence City is seeking proposals from qualified consultants for the 2016 General Plan Update. The selected firm should have previous relevant experience in General Plan study and preparation.

Proposals must be submitted by 5:00 p.m. Friday, September 2, 2016. Proposals should be addressed to:

Providence City
Attn: General Plan Update
15 South Main
Providence UT 84332

Applicants should submit one (1) original and six (6) copies of the proposal, not to exceed 15 pages, as well as one (1) electronic copy of the proposal on a cd or by email: providencecityutah@gmail.com.

A complete RFP may be found online at www.providencecity.com or by contacting Skarlet Bankhead, Administrative Services Director, at office: (435) 752-9441, cell: (435) 994-0966, or email: sbankhead@providence.utah.gov.



Providence City

REQUEST FOR PROPOSALS

General Plan Update

Providence City is seeking proposals from qualified consultants for the 2016 General Plan Update. The selected firm should have previous relevant experience in General Plan study and preparation.

Background

In 2000 the Providence City Planning Commission prepared, and the Providence City Council accepted, the *Master Plan 2000 Providence City, Utah*. The Plan was amended in 2002, 2003, 2007, and 2015. The Moderate Income Housing Plan element has been reviewed as required by Utah Code 10-9a-408.

The *Master Plan 2000 Providence City, Utah* introduces the City and details principles that govern the Master Plan. *Master Plan 2000 Providence City, Utah* contains the following elements: Transportation Corridors, Water System, Storm Drainage, Sewer System, Annexation Policy Plan, Zoning, Design Review, Residential Development, Moderate Income Housing Plan, Open Space, Urban Trails, Parks and Recreation, and Wildlife.

In 2010, Providence City worked with the USU Department of Landscape Architecture & Environmental Planning. *The 2010 LAEP Charrette* is the result of those efforts. The following are addressed in the Charrette: "Mixed-Use", "Vison Cache" implications, trails, connections, centers, and History.

Providence City is seeking to hire a consultant to assist in the process of updating the general plan and incorporating ideas introduced in *The 2010 LAEP Charrette*, prepare narrative, plans, and graphics that will guide current and future city officials and staff in meeting the challenges and needs of current and future residents and businesses as the City continues to evolve.

General Plan Update

The City anticipates the consultant will accomplish the following tasks:

- Review *Master Plan 2000 Providence City, Utah*.
- Review *The 2010 LAEP Charrette*.
- Study the current and future character of Providence, concurrent with a survey of Providence citizens on what they perceive as the character of our city.
- Conduct meetings with City Staff, Planning Commission, and City Council to ensure the update is conducted with the City goals in mind.
- Work closely with City Staff, Planning Commission, and City Council to guide the revised plan through preparation and adoption in accordance with State Code.
- Make recommendations on ordinances and/or city code amendments which will implement the goals of the General Plan.

Proposal Questions

Questions regarding the proposal should be submitted via email to Skarlet Bankhead, Administrative Services Director, by 5:00 p.m. Monday, August 29, 2016; email: sbankhead@providence.utah.gov. Responses will be posted online at www.providencecity.com.

Proposal Contents

Each proposal shall include:

- Overview of the consulting firm
- Number of years in business
- Address, phone number, and website of consulting firm

- Names and contact information for personnel anticipated for this project
- Description of similar projects completed by consulting firm
- Three (3) client references for which similar work has been completed
- Consultant's approach to project including a proposed schedule
- Fee table showing total estimated hours and costs by task with a total project "not to exceed" amount
- Resumes for key personnel proposed for this project
- Verification of ability to obtain insurance requirements identified in Attachment 1
- Comments, if any, regarding Standard Contract Terms and Conditions for Professional Services included in Attachment 2

Budget

The City has budgeted \$ _____ for the completion of the tasks outlined in this RFP

Submittal Information

Proposals must be submitted by 5:00 p.m. Friday, September 2, 2016. Proposals should be addressed to:

Providence City
 Attn: General Plan Update
 15 South Main
 Providence UT 84332

Applicants should submit one (1) original and six (6) copies of the proposal, not to exceed 15 pages, as well as one (1) electronic copy of the proposal on a cd or by email: providencecityutah@gmail.com.

Late proposals will not be accepted, regardless of the cause of the delay. It is the responsibility of the applicant to ensure the proposal arrives at the City Offices by the time/date stated above.

Proposal Review/Selection

Once all proposals have been received, Providence City will review the proposals and select a single consultant for the project. It is anticipated the consultant will be selected by late September or early October 2016.

The successful consultant will be selected in accordance with the City procurement policy based on the following evaluation criteria.

- Consulting firm qualifications (background, experience, capabilities, references)
- Key personnel on this project
- Project approach

Costs will be evaluated to provide the best value among the qualified consultants for the project. If the proposed firm and the City cannot negotiate an acceptable cost and scope, the City will negotiate with the second firm.

If after a review of the written proposal a winner cannot be chosen, the City reserves the right to require an oral interview.

The City reserves the right to reject any and all proposals.



Providence City

Standard Contract Terms and Conditions

Project: General Plan Consultant

1. PARTIES: This Agreement is made and entered into as of the ____ day of _____, 2016, "Contract" by and between Providence City, a Utah municipal corporation, hereinafter referred to as the "City", and _____, hereinafter referred to as "Contractor".
2. CONTRACT DOCUMENTS: This Contract incorporates by reference the attached Request for Proposal dated _____, 2016 as Addendum 1. This Contract also includes the proposal submitted by Contractor as Addendum 2 with a proposed cost of \$_____, dated _____, 2016, which includes Insurance and Bond Requirements..
3. AUTHORITY: Provisions of this Contract are pursuant to the authority set forth in Providence City Procurement Policy, and related statutes which permit Providence City to purchase certain specified services, and other approved purchases for Providence City.
4. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Logan, in the First Judicial District Court for Cache County.
5. LAWS AND REGULATIONS: The person or entity contracting with Providence City under this Contract ("Contractor") and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
6. RECORDS ADMINISTRATION: The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and Providence City staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
7. TIME: The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
8. TIME IS OF THE ESSENCE: For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to Providence City and anyone for whom Providence City may be liable, as a result of the failure to timely complete the scope of work required under this Contract.
9. PAYMENT:
 - 9.1. Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate City official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent,

computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.

- 9.2. The Contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail or electronic funds transfer.
- 9.3. The acceptance by the Contractor of final payment without a written protest filed with Providence City within ten (10) working days of receipt of final payment shall release Providence City from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.
10. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
11. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
12. **DOCUMENT OWNERSHIP:** Contractor agrees that any work/services and all Deliverables prepared for Providence City, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and Deliverables reside with Providence City. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to Providence City. Contractor further agrees to provide all assistance reasonably requested by Providence City in the establishment, preservation and enforcement of its rights in such work and deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such work and deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.
13. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.
 - 13.1. **Status Verification System**
 - 13.1.1. Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.
 - 13.1.2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each

new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work.”

13.1.3. Providence City will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.

13.1.4. Manually or electronically signing the Proposal is deemed the Contractor’s certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.

13.2. Indemnity Clause for Status Verification System

13.2.1. Contractor (includes, but is not limited to any Contractor, Subcontractor, or Consultant) shall protect, indemnify and hold harmless, Providence City and its officers, employees, agents, representatives and anyone that Providence City may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor’s subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

14. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of Providence City or closely related to officers and employees of Providence City by blood or marriage, unless disclosure has been made. Contractor also represents that it has no conflict of interest in performing the services for Providence City under this Contract, unless such conflict of interest has been disclosed to Providence City and approval to proceed, notwithstanding the conflict, has been obtained from Providence City in writing.
15. **CONTRACTOR AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind Providence City to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Providence City, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by Providence City. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from Providence City for these Contract services. Persons employed by Providence City and acting under the direction of Providence City shall not be deemed to be employees or agents of the Contractor.
16. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release Providence City, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the acts or negligence of (a) the Contractor, (b) the Contractor’s officers, agents, volunteers, or employees, (c) the Contractor’s subcontractors or subconsultants at any tier, or (d) anyone for whom Contractor may be liable but not for claims arising from Providence City’s sole negligence. The parties agree that if there are any Limitations of the Contractor’s Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
17. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the

basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of Providence City regarding any of the above mentioned prohibitions in this paragraph.

18. **PERFORMANCE EVALUATION:** Providence City may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
19. **WAIVERS:** No waiver by Providence City or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
20. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
21. **RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
22. **SUSPENSION/DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by Providence City. The Contractor must notify the Purchasing Agent within 30 days if suspended or debarred by any governmental entity during the Contract period.
23. **TERMINATION:**
 - 23.1. Unless otherwise stated in the Additional Terms and Conditions of Providence City, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
 - 23.2. In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from Providence City is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of Providence City and shall be promptly delivered to Providence City.

24. INSURANCE:

24.1. To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by Providence City.

24.2. The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:

24.2.1. Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.

24.2.2. Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.

24.2.3. Any other insurance described in the solicitation for this Contract, if applicable.

24.3. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

24.4. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

25. STANDARD OF CARE: The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to Providence City for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against Providence City), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

26. PROVIDENCE CITY REVIEWS, LIMITATIONS: The right of Providence City to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by Providence City, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by Providence City or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by Providence City of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to Providence City in accordance with applicable law for all damages to Providence City caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

27. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that Providence City cannot contract for the payment of funds not yet appropriated by the City Council. If the Council does not appropriate funds for paying Providence City's obligations on this Contract, or if funding to Providence City is reduced due to an order by the Mayor, or is required by State law, or if Federal funding (when applicable) is not provided, Providence City may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from Providence City upon 30 days written notice to Contractor. If this Contract is

terminated, or services and purchase obligations are reduced due to nonappropriation of funds or reduction in funding, as described in the preceding sentence, Providence City will pay Contractor for services properly performed, and will reimburse Contractor for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this payment shall be Contractor's sole remedy, and Providence City will not be liable for any future commitments, penalties, or liquidated damages.

28. SALES TAX EXEMPTION: Providence City's sales and use tax exemption number is _____
_____. The tangible personal property or services being purchased are being paid from Providence City funds and used in the exercise of that entity's essential functions.
29. PUBLIC INFORMATION: Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives Providence City express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Contractor also agrees that the Contractor's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
30. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold Providence City, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.
31. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of Providence City.
32. DEFAULT AND REMEDIES:
 - 32.1. Any of the following events will constitute cause for Providence City to declare Contractor in default of this Contract:
 - 32.1.1. Nonperformance of contractual requirements; or
 - 32.1.2. A material breach of any term or condition of this Contract.
 - 32.2. Should Contractor be in default under any of the provisions under Subsection 32.1 above, Providence City will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, Providence City may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations.
33. FORCE MAJEURE: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. Providence City may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.
34. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Providence City is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person

acting as a procurement officer on behalf of Providence City, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

- 35. CONFLICT OF TERMS: In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc.

- 36. ENTIRE CONTRACT: This Contract including all attachments and documents incorporated hereunder, and the related Providence City solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of Providence City. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.

- 37. DISPUTE RESOLUTION: In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. Providence City, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If Providence City appoints such an expert or panel, Providence City and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

OWNER:

CONTRACTOR:

By: _____

By: _____

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

END OF DOCUMENT



Attachment 1 – Insurance Requirements

Providence City

Insurance and Bond Requirements

Project: General Plan Update

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$2,000,000. Limits to apply to this project individually.
2. **PROFESSIONAL LIABILITY:** \$1,000,000 per occurrence.
3. **AUTOMOBILE LIABILITY:** \$2,000,000 per occurrence. "Any Auto" coverage is required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. **PAYMENT and PERFORMANCE BONDS:** Not applicable to this project.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Providence City. At the option of Providence City, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Providence City, its officers, officials and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to promptly disclose to Providence City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. Providence City its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Providence City, its officers, officials, employees or volunteers.
- b. The Contracting party's insurance coverage shall be a primary insurance as respects to Providence City, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Providence City, their officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Providence City, their officers, officials, employees or volunteers.
- d. The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Providence City.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the City Manager, or his designee, **a minimum of five (5) business days prior to bid or proposal deadline.**

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Providence City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Providence City before work commences. Providence City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Ordinance No. 2016-020

AN ORDINANCE AMENDING PROVIDENCE CITY CODE TITLES CHAPTER 9 OFF-HIGHWAY VEHICLES INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AMENDING THE DEFINITION OF ADULT SUPERVISION, AMENDING PARAGRAPH 5-9-3:B.2. SUPERVISION FOR OPERATORS UNDER THE AGE OF 16, AND PROHIBITING SNOWMOBILES FROM OPERATING IN THE CITY RIGHT-OF-WAY.

WHEREAS UCA § 10-3-702 states "The governing body may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by this act or any other provision of law. . ." and

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 each municipality 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 the Providence City Council desires to amend Providence City Code Title 5 Chapter 9 Off-Highway Vehicles by amending the definition of adult supervision, amending paragraph 5-9-3:B.2. Supervision for operators under the age of 16, and prohibiting snowmobiles from operating in the city right-of-way.

- Providence City staff has prepared the attached code amendment.

THEREFORE be it ordained by the Providence City Council

- The attached code amendment shall be approved based on the
- This ordinance shall become effective immediately upon passage and posting or 30 days after final passage, whichever is closer to the date of final passage.

Ordinance adopted by vote of the Providence City Council this 23 day of August 2016.

Council Vote:

Allen, Kirk	<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
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Giles, Dennis	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Sneddon, Roy	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Signed by Mayor Don W Calderwood this day of August 2016.

Providence City

Don W. Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

CHAPTER 9

OFF HIGHWAY VEHICLES

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- 5-9-1: Purpose
- 5-9-2: Definitions
- 5-9-3: Operation on City Streets
- 5-9-4: Equipment
- 5-9-5: Punishment and Fines

5-9-1: PURPOSE. This chapter is intended to regulate the operation of Off Highway Vehicles (OHVs) on the streets of Providence.

5-9-2: DEFINITIONS.

- Adult Supervision: Direct visual supervision by a licensed driver who is at least 18 years of age.
- Direct visual supervision: Oversight at a distance of no more than 300 feet; and within which visual contact is maintained; and advice and assistance can be given and received.
- Golf Cart: A (3) or (4) wheeled-vehicle with a seating capacity of (2) to (4) persons, originally designed and produced for operation on golf courses.
- Implement of husbandry: Every vehicle designed or adapted and used exclusively for an agricultural operation and only incidentally operated or moved upon the highways.
- Off Highway Vehicle or OHV: Any snowmobile, all-terrain vehicle (ATV) or off-road motorcycle as defined by Utah Code 41-22-2. NOTE: This term DOES NOT include any vehicle designed to carry a disabled person, any vehicle not specifically designed for recreational use, any vehicle licensed by the state of Utah for on-highway use, or farm machinery including OHVs registered as an implement of husbandry when operated in accordance with Utah Code 41-22-5.5.
- Operate: To control the movement of or otherwise use an off highway vehicle.
- Operator: The person who is in actual physical control of an off highway vehicle.
- Owner: A person, other than a person with a security interest, having a property interest or title to an off highway vehicle and entitled to the use and possession of that vehicle.
- Snowmobile: Any motor vehicle designed for travel on snow or ice and steered in whole or in part by skis, belts, cleats, runners, or low pressure tires.

- 1 Street: A public right-of-way, including a highway, avenue,
 2 boulevard, parkway, road, lane
 3
- 4 Utah OHV Education Certificate: An OHV operator’s license issued by the State of Utah to OHV
 5 operators age 8 and older that have successfully completed a
 6 prescribed course of instruction on OHV use. Note: There are
 7 different certificates for each type of OHV (motorcycle, ATV,
 8 snowmobile, etc).
 9
- 10 5-9-3: OPERATION OF OHVS ON PROVIDENCE CITY STREETS:
 11
- 12 A. Any person operating an OHV or golf cart on the streets of Providence City is subject to the
 13 provisions of all applicable traffic ordinances, except where superseded by this ordinance.
 14
- 15 B. Any person operating an OHV or golf cart on the Providence City streets must meet one of the
 16 following licensure requirements:
 17
- 18 1. Operators age 16 and older must have in their possession a valid state driver’s license/learner’s
 19 permit **OR** Utah OHV Education Certificate for the OHV type they are operating.
 20
- 21 2. Operators under the age of 16 must have in their possession a Utah OHV Education Certificate
 22 for the OHV type they are operating **AND** be accompanied by an adult **is under adult supervision**
 23 **(see definitions in this Chapter)**. This section pursuant to Utah Code 41-22-30. Operators age 15
 24 may substitute a valid Utah Driver Learner’s Permit for the adult supervision requirement.
 25
- 26 3. Golf carts may be operated with a valid state driver’s license **OR** learner’s permit.
 27
- 28 4. Operators whose OHV is registered as an implement of husbandry are exempt from these
 29 licensure requirements, provided said operation is in accordance with Utah Code 41-22-5.5.
 30
- 31 C. This ordinance designates all Providence City Streets as OHV routes per Utah Code 41-22-10.5.1
 32 with the following exceptions:
 33 1. State Road 165
 34 2. County Road 238 (200 West, 100 North from 100 West to 200 West, 100 West north of 100
 35 North)
 36 3. 100 North west of 200 West
 37 NOTE: Crossing exception streets is permitted pursuant to Utah Code 41-22-10.3.1.
 38
- 39 D. An OHV shall not be operated on Providence City streets in excess of the posted speed limit.
 40
- 41 E. Operating an OHV on cultivated, landscaped, or otherwise developed property is prohibited
 42 unless allowed by the property owner.
 43
- 44 F. OHV use within the boundaries of Providence City parks is restricted to the parking lots.
 45
- 46 G. Operating an OHV on a sidewalk is prohibited.
 47
- 48 H. No person under the age of (18) shall operate or ride as a passenger on an OHV within
 49 Providence City without wearing protective headgear pursuant to Utah Code 41.22.10.8.
 50
- 51 I. Operating an OHV between one half-hour after sunset to one half-hour before sunrise without a
 52 headlight and taillight functioning is not permitted. Proper signaling must be used when stopping
 53 or turning.

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J. Snowmobiles may not ~~only~~ be operated on Providence City Streets ~~when sufficient snow or ice is present to preclude damage to roadways and shoulders by the snowmobile's steering and propulsion systems.~~

5-9-4: OHV EQUIPMENT. An OHV operated on Providence City Streets must be equipped with:

(a) Brakes adequate to control the movement of and to stop and hold the vehicle under normal operating conditions.

(b) Headlights and taillights.

(c) An unmodified noise suppression device and United States Forest Service approved spark arrestor. Spark arrestors are not applicable for snowmobiles. This subsection is not applicable to vehicles relying solely on electricity for propulsion.

5-9-5: LICENSING AND INSURANCE. At all times a registration card and proof of liability insurance shall be kept with the OHV and shall be available for inspection by a law enforcement officer.

5-9-6: PUNISHMENT AND FINES. Any person who violates any provision of this ordinance, upon conviction, is guilty of a Class C Misdemeanor. The fine for any violation of this ordinance is \$75. Punishments related to this ordinance may not take precedence over punishments and fines charged for violating other Providence City, county, state or federal ordinances, but may be assessed in addition to the fines levied for violating this ordinance.

Effective 3/18/2016

52-4-202 Public notice of meetings -- Emergency meetings.

- (1)
 - (a)
 - (i) A public body shall give not less than 24 hours' public notice of each meeting.
 - (ii) A specified body shall give not less than 24 hours' public notice of each meeting that the specified body holds on the capitol hill complex.
 - (b) The public notice required under Subsection (1)(a) shall include the meeting:
 - (i) agenda;
 - (ii) date;
 - (iii) time; and
 - (iv) place.
- (2)
 - (a) In addition to the requirements under Subsection (1), a public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule as provided in this section.
 - (b) The public notice under Subsection (2)(a) shall specify the date, time, and place of the scheduled meetings.
- (3)
 - (a) A public body or specified body satisfies a requirement for public notice by:
 - (i) posting written notice:
 - (A) at the principal office of the public body or specified body, or if no principal office exists, at the building where the meeting is to be held; and
 - (B) on the Utah Public Notice Website created under Section 63F-1-701; and
 - (ii) providing notice to:
 - (A) at least one newspaper of general circulation within the geographic jurisdiction of the public body; or
 - (B) a local media correspondent.
 - (b) A public body or specified body is in compliance with the provisions of Subsection (3)(a)(ii) by providing notice to a newspaper or local media correspondent under the provisions of Subsection 63F-1-701(4)(d).
 - (c) A public body whose limited resources make compliance with Subsection (3)(a)(i)(B) difficult may request the Division of Archives and Records Service, created in Section 63A-12-101, to provide technical assistance to help the public body in its effort to comply.
- (4) A public body and a specified body are encouraged to develop and use additional electronic means to provide notice of their meetings under Subsection (3).
- (5)
 - (a) The notice requirement of Subsection (1) may be disregarded if:
 - (i) because of unforeseen circumstances it is necessary for a public body or specified body to hold an emergency meeting to consider matters of an emergency or urgent nature; and
 - (ii) the public body or specified body gives the best notice practicable of:
 - (A) the time and place of the emergency meeting; and
 - (B) the topics to be considered at the emergency meeting.
 - (b) An emergency meeting of a public body may not be held unless:
 - (i) an attempt has been made to notify all the members of the public body; and
 - (ii) a majority of the members of the public body approve the meeting.
- (6)

- (a) A public notice that is required to include an agenda under Subsection (1) shall provide reasonable specificity to notify the public as to the topics to be considered at the meeting. Each topic shall be listed under an agenda item on the meeting agenda.
- (b) Subject to the provisions of Subsection (6)(c), and at the discretion of the presiding member of the public body, a topic raised by the public may be discussed during an open meeting, even if the topic raised by the public was not included in the agenda or advance public notice for the meeting.
- (c) Except as provided in Subsection (5), relating to emergency meetings, a public body may not take final action on a topic in an open meeting unless the topic is:
 - (i) listed under an agenda item as required by Subsection (6)(a); and
 - (ii) included with the advance public notice required by this section.
- (7) Except as provided in this section, this chapter does not apply to a specified body.

Amended by Chapter 77, 2016 General Session

Code Amendment Request

Request: Amend Providence City Code Title 8 Chapter 1 Section 21 Water Availability Requirement by adding a “restricted/no culinary water use” area.

Item Type: Code Amendment

Applicant: Stan Checketts

Prepared by: S Bankhead

Background Information:

1. Providence City Code 8-1-21 lists the water requirements for development within Providence City.
2. The general requirement for outdoor water uses total lot area for lots up to one-half acre, and total acreage for lots over one-half acre in size.
3. Danny and Stan feel that the lot acreage that is east of the Deer Fence should be excluded from the requirement.
4. The following is Danny’s rationale: *It is recommended that areas meeting specific criteria below have the option to not submit water shares or water rights for land within subdivisions in Providence City: The criteria are as follows: Areas within zone three of the water system, are in the hazardous slope zone and areas east of the Deer Fence. This recommendation is based upon potential for minimum pressures in the culinary water system east of the Deer Fence along with the steep nature of the land in these areas. Traditional irrigation methods are not efficient or effective on steep slopes. Water will simply run downhill leaving landscaped areas dry and unhealthy without extensive regrading to flatten or shelf areas of the steep slope. It is also not recommended to water steep mountainous areas east of the Deer Fence due to the arid, desert climate in Utah. These areas are best left native and undisturbed.*
5. Two water requirement analysis have been submitted, one using total acreage and one excluding the area east of the Deer Fence. Using total acreage 159.73 acre-feet would be required; excluding the area east of the Deer Fence, 113.00 acre-feet would be required.

Staff Report Summary of Key Issues:

1. Staff is concerned with the ability to enforce a “no culinary water use” area.
2. All or portions of this area are within the Hazard Wildfire Overlay Zone where measures to mitigate wildfire hazards may be required and restricting culinary water use may be problematic.
3. The City Engineer and Public Works Director strongly recommend the code remain as is, using the total acreage.

1 **8-1-21 Water Availability Requirement.**

2
3 **A. Legislative Intent.** The City intends this ordinance to ensure that the City culinary water system
4 continues to serve all water users connected thereto and meets state and federal requirements
5 regarding water usage, water quality, fire protection, and public health and safety. The City also
6 intends through this ordinance to continually plan and prepare for its future water requirements for
7 a period of forty years into the future.

8
9 **B. The Providence City Water System Master Plan.** The City shall undertake to acquire and
10 maintain sufficient water rights, source, and capacity for the present and reasonable future water
11 requirements of the City within the City's projected service area based upon projected population
12 growth or other water-use demand. All developments within the City's actual or projected service
13 area shall therefore adhere to the requirements set forth in the Providence City Water System
14 Master Plan (the "Water Plan").

15
16 1. The Water Plan shall incorporate information as to currently available water rights, water
17 source capacity, reserve source capacity, storage capacity, system capacity, the current
18 number of service connections, outstanding letters of commitment, and other system
19 demands, as well as setting forth any surplus capacity and the number of new equivalent
20 residential connections ("ERCs") such surplus can serve.

21
22 2. The Water Plan shall be updated at the discretion of the City Council to include any
23 anticipated new ERCs, other system demands, or a capital improvement and financing
24 plan (or a reference to and summary thereof) to meet the anticipated demand. Such an
25 update **(a)** shall be carried out, signed, dated, and stamped by a licensed professional
26 civil engineer or professional geologist, retained or employed by the City, and **(b)** must be
27 approved and adopted by resolution of the City Council prior to taking effect.

28
29 **C. Culinary Water Authority.** The Public Works Director of the City is hereby designated as the
30 Culinary Water Authority ("CWA") of Providence City.

31
32 **D. Plat Approval.** No final plat shall be valid unless approved on its face by the CWA.

33
34 1. The CWA-approval requirement is intended to assure that with either dedication of water
35 or payment-in-lieu, as provided herein, there will be sufficient water rights, water storage,
36 and water capacity to meet the present and future needs of Providence City.

37
38 2. The CWA shall not give approval to any final plat until:

39
40 a. The developer dedicates to the City water rights or water shares as follows:

41
42 i. The amount of culinary water to be dedicated shall be a minimum
43 depletion amount of 0.45 acre-feet per year, approved for municipal use, per year per
44 ERC for indoor use. Culinary water rights dedicated hereunder shall be perpetual in
45 character and readily capable of use by the City.

46
47 ii. **I/** The general requirement for outdoor water shall be one acre foot
48 of water per one-quarter acre of net irrigated area, defined as **(1)** 64 percent of
49 the total area of a lot up to one-half acre and **(2)** 60 percent of the total acreage
50 of lots over one-half acre in size.

51
52 i. If an area meets the following specific criteria it may, by
53 determination of the City Engineer and CWA, be
54 excluded from the total acreage of lots;

- 55 1. Area is within Zone Three of the water system;
56 and
2. Are in a hazardous slope zone; and

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- 3. Are east of the location of the Deer Fence as of August 2016.
- ii. The exclusion must be based on facts that support the following:
 - 1. The potential for minimum pressures in the culinary water system east of the location of the Deer Fence as of August 2016; and
 - 2. Traditional irrigation methods are not efficient or effective on steep slopes.
- iii. Property excluded from the total acreage of lots shall not be irrigated with water from the culinary water system.

II/ All open space within a development shall generally be considered as irrigated acreage, and one acre-foot of outdoor water per one-quarter acre or any portion thereof shall be required, unless a different plan is proposed by the developer and is approved by the City.

III/ All outdoor water use, pursuant to Utah law, shall be subject to the duty values promulgated by the Division of Water Rights, the necessary water for which shall be in addition to the amounts required above.

iii. For nondomestic and nonirrigation uses, water dedication quantity shall be determined by a development-specific, water-usage analysis undertaken at the expense of the developer and acceptable to the City.

iv. The water rights or sources dedicated shall be legally and physically sufficient to satisfy the indoor and outdoor use requirements of all of the property in the development according to the requirements set forth in rule R 309-510-7 of the Utah Administrative Code, or any successor provision.

v. A developer may submit an application for dedication of water, together with the necessary filing fee **(I)** prior to or concurrently with submission of a preliminary plat (or, in the case of a minor subdivision, with the sketch plat) for proposed subdivisions or master planned developments, **(II)** prior to or concurrently with submission of an application for a building permit for other developments, or **(III)** after rejection of a preliminary or final plat due to an insufficiency under Subsection D.2.a.

vi. The initial form of the water application form shall be in substantially the following form, although the City Council may, by resolution, amend the form and the filing fee:

Providence City
15 South Main Street
Providence, Utah 84332
Phone (435) 752-9441
Fax (435) 753-1586

APPLICATION FOR DEDICATION OF WATER TO PROVIDENCE CITY

Applicant	_____	Name	_____
Phone	_____	#	_____
Fee amount paid	_____	Mailing Address	_____
Date paid	_____	Subdivision name	_____ (if applicable).
		Number of ERCs receiving water	_____
		Irrigable Acres in the development	_____

1
2 *NOTE: The following information can be obtained from the Utah Division of Water Rights:*
3

4 Water Right number for water proposed for dedication _____.

5 Owner of Water Right _____.

6 Water Right limits ____ cfs / ____ acre feet.

7 Change application number(s) _____. Application(s) status _____.

8 If a water share is being dedicated: name of water company _____.

9 Water share certificate number _____.

10 Current uses of water right or water share _____.

11 Place of use of water right or water shares _____.

12 Include the following documents with this application:

13 Copy of recorded deed(s) showing ownership of water right.

14 Copy of recorded deed(s) showing ownership of land where water right is used.

15 Copies of completed Division of Water Rights Report of Conveyance forms.

16 Division of Water Rights data printout for water right.

17 Copy of water share certificate (if applicable).
18

19 _____
20 *Signature of Applicant or*
21 *Authorized Representative*
22

23 **vii.** Acceptance of any dedication of water hereunder shall be expressly
24 contingent upon final, non-appealable approval by the Utah Division of Water Rights.
25

26 **I/** Before final acceptance of a dedication, the water right must be
27 subject to a final, non-appealable approval by the Utah Division of Water Rights
28 allowing **(I)** diversion from one or more of the City's sources, or from another
29 source acceptable to the City in its sole discretion, and **(II)** municipal or
30 irrigation use within the City's service area.
31

32 **II/** Notwithstanding the foregoing (*i.e.*, subsection D.2.a.vii.I),
33 approval shall not be required for shares or rights acceptable to the City held
34 under a properly organized and lawfully operating water company serving lands
35 or property within the City's service area, including the Spring Creek Water
36 Company and the Providence Blacksmith Fork Irrigation Company.
37

38 **viii.** Any developer seeking Division of Water Rights approval as
39 contemplated hereunder shall, upon request of the CWA, yield to the City all power
40 and authority to prosecute the filing, review, and approval process, which shall be filed
41 in the City's name. The developer shall be responsible to pay all of the fees, costs,
42 and expenses associated with the filing, review, and approval process.
43

44 **ix.** Within 20 business days after an application has received final non-
45 appealable approvals from the Utah Division of Water Rights, the City shall notify the
46 developer of the fact. The developer may then proceed to final dedication of the water
47 rights or water shares.
48

49 **I/** For water rights, dedication shall be by a Water Right Deed of
50 the form approved by the City, but which shall include a warranty of title and
51 water title insurance at the expense of the developer.
52

53 **II/** For water shares of a water company, the dedication shall be by
54 the transfer of the shares to city by issuance of a share certification by the water
55 company showing the City as the owner of the shares dedicated.
56

1 **x.** If an application is denied by the Utah Division of Water Rights or by a
2 court of competent jurisdiction, the City shall have no obligation to accept the water
3 rights as satisfaction of the dedication requirement of this section.
4

5 **xi.** Final dedication of the water right or water shares must be completed
6 prior to the recording of the final plat on the land being developed, or prior to issuance
7 of a building permit for nonsubdivision Developments.
8

9 **xii.** Notwithstanding any other provision of this Code, the City shall be under
10 no obligation to approve or to accept any dedication if the CWA determines that
11 acceptance of the water rights or water shares being offered for dedication is not in
12 the best interest of the City. Any appeal of the determination by the CWA not to
13 accept the dedication particular water rights or water shares may be appealed to the
14 City Council; or
15

16 **b.** Upon recommendation of the CWA, the City Council determines that the City has
17 sufficient water rights or water shares to meet its reasonable future water requirements of
18 the public within the service area of the city adopts a Resolution stating that, in lieu of
19 dedication, the City will accept cash or other property equivalent in value to the market value
20 of the water rights and/or shares the dedication of which would otherwise be required under
21 subsection D.2.a. The value of the hypothetical water rights or shares shall be based upon
22 the most recent information available of similar water sales as determined by the CWA;
23

24 **c.** Exceptions:
25

26 **i.** In lieu of providing actual water rights to the City, good-faith amendments
27 to existing platted subdivisions that require only up to a total of two acre-feet or less of
28 additional indoor water and/or only up to a total of eight acre-feet or less of additional
29 outdoor water for full development, may, at the time each building permit is issued for
30 each lot, pay any applicable indoor and outdoor water rights acquisition impact fees
31 specified by the City Code.
32

33 **ii.** ~~Minor~~ Subdivisions and small Planned Unit Developments which have a
34 projected indoor and outdoor water usage of less than eight acre-feet may be exempt
35 from the foregoing requirement to provide indoor and outdoor water, upon a finding
36 and waiver by the CWA and the City Council.
37

38 **I/** The necessary finding shall include, without limitation, a finding
39 that the development for which the exception is sought is in fact a ~~Minor~~
40 Subdivision or small Planned Unit Development, as those terms are defined by
41 this Code, and is not simply a portion or phase of a larger development being
42 presented as a ~~Minor~~ Subdivision or small Planned Unit Development for the
43 purpose of circumventing the provisions of this Section.
44

45 **II/** If such a finding and waiver is granted, a water acquisition
46 impact fee will be charged pursuant to the provisions of the City Code.
47

48 **d.** If the City's authorized impact fees contain a component for the acquisition or
49 dedication of new water rights, developers who pay such impact fees on properties
50 developed or to be developed pursuant to this Section shall be **(i)** credited for the amount of
51 that water acquisition component, or **(ii)** reimbursed from subsequent hookup fees paid by
52 owners within such a development. The amount, receipt, or payment of the credit or
53 reimbursement shall be set forth in a Development Agreement between the developer and
54 the City.
55

1 **3.** CWA Approval of a subdivision shall be sufficient for any approved lot within that
2 subdivision. Such approval, however, shall expire if a final plat for such subdivision is not approved
3 with a one year period after the approval is given.
4

5
6 **E. No Alteration of Other Requirements.** Nothing in this Section shall alter or change any
7 other requirement of the City Ordinances relating to any building lot, subdivision approval, or other land-
8 use application, but shall be in addition to any such requirements. CWA approval of a plat does not vest
9 any rights in a developer, owner, or applicant; such approval serves only as a preliminary indication that
10 sufficient water pursuant to the requirements of the City appears to be available. It does not constitute a
11 determination by the Land Use Authority that a concept plan, a preliminary plat, or a final plat complies
12 with all the requirements relating to water infrastructure, sewer, ditches, or other items relating to water
13 delivery, usage, quality, and safety.
14