PROVIDENCE CITY COUNCIL MEETING AGENDA
October 22, 2019 6:00 PM
Providence City Office Building, 164 North Gateway Drive, Providence UT

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

Opening Ceremony:

Call to Order: Mayor Drew
Roll Call of City Council Members: Mayor Drew
Pledge of Allegiance:
Opening Remarks – Prayer:

Staff Reports: Items presented by Providence City Staff (including but not limited to: City Engineer, City Attorney, Public Works Director, and Administrative Services Director) will be presented as information only.

Approval of the minutes
Item No. 1. The Providence City Council will consider approval of the minutes of September 27, 2019
Item No. 2. The Providence City Council will consider approval of the minutes of October 8, 2019

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(s): None

Business Items(s):
Item No. 1. Bear River Heritage Area - Discussion: Representatives from the Bear River Heritage Area will explain efforts to become a national heritage area.
Item No. 2. Resolution 035-2019 – Development Agreement: The Providence City Council will consider for adoption a resolution approving the Development and Public Improvement Installation Agreement for the Jensen Farm Subdivision, a 5-lot residential subdivision in a single-family traditional (SFT) district, located in the general area of 196 W 100 N, Providence UT.
Item No. 3. Resolution 034-2019 Recertification of the Providence City Justice Court: The Providence City Council will consider for adoption a resolution requesting the recertification of the Providence City Justice Court.
Item No. 4. Ordinance No. 2019-017 – Rezone a Portion of Parcel 02-098-0010: The Providence City Council will consider for adoption an ordinance changing the zone for Parcel No. 02-098-0010, generally known as 32 East Center, Providence UT. The property is currently zone Commercial General District (CGD); the applicant is requesting Multi-Family Medium (MFM).
Item No. 5. Ordinance No. 2019-021 – Code Amendment PCC 7-1-3, 6, and 8: The Providence City Council will consider for adoption and ordinance amending PCC Title 7 Public Ways & Property, Chapter 1 Streets, Sidewalks and Public Ways, Section 3 Obstruction in Streets, Section 6 Sidewalk Regulations, and Section 8 Park Strips.
Item No. 6. Ordinance No. 2019-018 – Code Amendment PCC 10-1-5: The Providence City Council will consider for adoption and ordinance amending Providence City Code (PCC) Title 10 Zoning Regulations,

Chapter 1, Section 5 Amendments and Changes by adding information required with a rezone application.

Item No. 7. Ordinance No. 2019-019 – Code Amendment PCC 10-6-1: The Providence City Council will consider for adoption and ordinance amending PCC Title 10 Zoning Regulations, Chapter 6, Section 1 Use Chart by adding accessory apartment unit (AAU), amending accessory dwelling unit (ADU) as permitted in the residential zones, and amending bed and breakfast as a conditional use in multi-family zones.

Item No. 8. Ordinance No. 2019-020 – Code Amendment PCC 10-12: The Providence City Council will consider for adoption and ordinance amending PCC Title 10 Zoning Regulations, Chapter 12 Accessory Apartment Units (AAU) to allow for accessory apartment units.

Item No. 9. General Plan Discussion: The Providence City Council will discuss Chapters 1, 2, and 3 in the proposed general plan.

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.

Executive Session Notice:

The Providence City Council may enter into a closed session to discuss pending or reasonably imminent litigation as allowed by Utah Code 52-4-205(1)(c).

The Providence City Council may enter into a closed session to discuss professional competence or other factors allowed by Utah Code 52-4-205(1)(a).

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).

Agenda posted by S Bankhead the 17 day of October 2019.

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, 164 North Gateway Drive, Providence, UT.
- Member(s) will be connected to the electronic meeting by teleconference.

PROVIDENCE CITY COUNCIL MEETING MINUTES
Interviews for the city manager position
September 27, 2019 6:00 PM
Providence City Office Building,
164 North Gateway Drive, Providence UT

7:30 AM Welcome and introduction of the interview panels: Instruction and information will be given to the interview panels.

- Mayor Drew explained that after our discussion about the interview process, the council will go into closed session for the interview panels. We will not be taking questions or comments from the public.
- Mayor Drew introduced the panelists:
- Chad Wooley, City Attorney [who will join the City Council panel].
- Citizen's Group Panel: Kathleen Alder; Dan Turner, civil engineer; Chad Checketts; Mike Liechty, Cache County School District; Ralph Daniels, Spring Creek Water Master; Blake Parker, realtor; James Swink, Cache County Attorney.
- Staff Panel: Beth Munson, City Treasurer; Rob Stapley, Public Works Director; Shane Hansen, Cemetery Sextant and Parks Director; Sheyler Gunnel, Recreation Director; Jeff Myers, Water Department; Jason Hamblin, Streets Supervisor.
- City Managers/Former Mayors Panel: David Zook, Nibley City Manager; Craig Giles, Smithfield City Manager; Alan Luce, North Logan City Administrator; Don Calderwood, former Providence mayor; Randy Simmons; former Providence mayor.
- Mayor Drew said that after the interviews, each panel will rank the candidates. We will then come back together to discuss the results.
- Mayor Drew said that each group needs to ask the same questions of all the candidates so that we are consistent.
- Greg Cox, Logan City Human Resources Director, spoke about appropriate questions for the interview:
    - Don't ask personal questions.
    - Questions should be job related, experience related, or education related.
    - We should ask the same questions of each candidate, but we are allowed to ask a follow-up question based on each candidate's answer.
    - G Cox said that he likes to know why they want the job and what they bring to the job.
    - We should not discuss protected classes: Race, religion, national origin, age, etc.
    - K Eck asked if we should give the candidates time to ask questions of us. G Cox said that this is fine.
    - G Cox said that many candidates, when asked to give a specific example, will instead talk about theory.
- Mayor Drew explained that we had 27 applicants. We had two sets of video interviews. The four candidates that we are interviewing today are all from the state of Utah.
- S Bankhead said that an HR person will go with each group.

The open meeting was closed at approximately 7:50 AM.

8:00 AM Closed Meeting. Four applicants will be interviewed for the position of city manager.
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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).

Minutes prepared by Jesse Bardsley

_____ _____

John Drew, Mayor Skarlet Bankhead, City Recorder

DRAFT

PROVIDENCE CITY COUNCIL MEETING MINUTES
October 8, 2019 6:00 PM
Providence City Office Building, 164 North Gateway Drive, Providence UT

Opening Ceremony:

Call to Order:	Mayor Drew
Roll Call of City Council Members:	Mayor Drew
Attendance: John Drew, Kirk Allen, Kristina Eck, Brent Fresz, Dennis Giles, Roy Sneddon	
Pledge of Allegiance:	Mayor Drew
Opening Remarks – Prayer:	Carrie Kirk

Item No. 2. CAPSA - Discussion: Representatives from CAPSA will discuss Domestic Violence Awareness Month. (Note: This item was moved to the front of the agenda by the council).

- Alyna Ohling of CAPSA spoke about Domestic Violence Awareness Month. She works with 5-12th graders. Sometimes people think that domestic violence doesn't occur around here, but the local statistics say that 1 in 3 women and 1 in 7 men will experience it. CAPSA is a non-profit organization in the community. They have a shelter and they house women and men, usually for about 30 days. They also have a 24 hour support line. They offer free counseling and services, and help people write protective orders.

Staff Reports: Items presented by Providence City Staff (including but not limited to: City Engineer, City Attorney, Public Works Director, and Administrative Services Director) will be presented as information only.

- We have cleaned up most of the streets that we did chip and seal on. We have a mountain of chips that we need to get rid of. We can give some away to anyone who is interested, but we won't deliver it. Using it next year on the roads would not be cost effective because the chips would need to be hauled back to the plant and re-washed.
- We are getting our snow plows ready, and working on patching some potholes with hot mix.
- 500 South: The contractors are doing quality work, but are way behind schedule. R Stapley said that his version of a worst case scenario is that we might have to temporarily patch the road until spring. The contractors dug a trench in the road. They didn't tear out the entire road because we didn't want to risk a situation where it was too late to repave the road.
- Broad Hollow Spring: there has been a lot of shooting going on in the area. The forest service agreed to do some fencing and signage, and to allow R Stapley to plant some trees to block off the visual aspect of the spring area.
- Department of Drinking Water Quality: We have a rule violation because of deep rooted vegetation within the fenced off area of Broad Hollow Springs. R Stapley has asked the department for an exception. If we removed the trees, it would cause erosion problems and other water quality concerns.
- Mayor Drew asked what problems tree roots could cause. R Stapley said that roots might make a pathway for surface water to get into the collection area. They can also destroy the collection area.
- Redd Reservoir is up and running now. It cost us $6-7000 to fix it. It was taken out by lightning. We have replaced the transducer at Jay's well.
- We will have the divers come clean Redd Reservoir.
- Val Kotter has been working on some sewer infiltration problems.
- Hillcrest Park has some sod laid. The retention pond is ready. This project should be done in a week or so.
- The cemetery project should be completed. It just needs an inspection.
- Leaf pickup: please remind the residents that we pick up bagged leaves only.
- Mayor Drew spoke about chip and seal. We are going to do less chip and seal next year and more patch work.
- R Stapley said that we will do fewer roads for chip and seal next year. It is a seven year rotation. We have made a huge dent in it. Next year, we will be focusing on patches and overlays. We are behind on our roads in the downtown area.
- K Eck asked whether patches and overlays will solve the pothole problem. R Stapley said that some of the treatments can add quite a few years of service life.
- R Stapley said that there are 6-10 roads that he would like to rebuild. They need to be prioritized based on

how bad they are, how much traffic volume they have, and the condition of the utilities under them.

- Mayor Drew said that if we rebuild a road that doesn't have adequate road base, it is much more expensive.
- B Fresz suggested using some of the excess chips for trail maintenance.
- B Fresz asked about the inspection for Providence Blacksmith Fork Irrigation Company. R Stapley said that there are some things we have to do, but overall, we are doing well.

Max Pierce, City Engineer:

- Sewer Infiltration:
  - M Pierce looked at the mayor's research comparing other cities to Providence as far as water production and sewer use. Some other cities had more water production but less sewer discharge. This was puzzling.
  - M Pierce showed a video of an inflow leak within a manhole near Black Bear Diner in Providence. He estimated that the leak rate was about 2-5 gallons per minute.
  - M Pierce shared some calculations that he did. If you had a 1 gallon per minute inflow leak, it would be 0.2% of the monthly flow [that we send out of our sewer system to Logan]. If we had a 5 gallon per minute leak, it would be 0.9% of our monthly flow.
  - He also estimated the cost to the city of a sump pump with several pump rates. A small sump pump which runs for 10 seconds at 15 gallons per minute and turns on every five minutes costs the city about $63/month. A sump pump that runs for 30 seconds at 15 gallons per minute every two minutes costs the city $477/month.
  - Over the past three years, the city has spent about $125,000 to camera the sewer. We have found about 12 leaks. Finding each leak is costing the city about $10,000. Fixing a leak costs between $5-10,000. Based on these estimates, it would take about 20 years to recover costs for the small sump pump case [or that amount of water]. It would take two years to recover costs for finding and fixing a 5 gallon per minute infiltration.
  - Mayor Drew said that if a homeowner voluntarily stops pumping into the sewer, it doesn't cost the city anything. M Pierce said that it is unlikely that they will simply choose to stop pumping into the sewer.
  - K Eck asked how Nibley convinces their citizens to pump it into the gutter. M Pierce said that Providence has looked down upon this practice in the past. We have told people not to pump it into the gutter.
  - K Eck asked why we don't want people pumping it into the gutter. M Pierce said that it depends on the time of year. In the winter, it can cause ice, slick spots and damage to the curb and gutter.
  - Mayor Drew said that R Stapley has seen an increase in the sewer flow numbers during the irrigation season. Water from the canals is getting into our sewer system.
  - M Pierce said that he hasn't looked into the correlation between the irrigation system and the infiltration yet, but he will.
  - K Allen asked if we are paying enough extra money to Logan to justify spending $125,000 on cameraing the sewer. We have only found 12 leaks.
  - K Eck asked if we have cameraed the whole city. R Stapley said that we have cameraed the entire city in the last three years. We have also cameraed some of the high water table areas two or three times. We didn't camera the private subdivisions. K Eck felt that we should camera the private subdivisions as well.
  - R Stapley said that the $125,000 cost for cameraing also includes cleaning.
  - M Pierce said that he is sharing these numbers so that the council can consider the cost of fixing leaks and decide what is worthwhile to fix.
  - K Eck said that homeowners who are using sump pumps don't realize that they are costing the city that much money.
  - R Sneddon asked if we know how much a sump pump is costing each household in Providence on their utility bill. B Fresz said that the [5 gallon per minute] infiltration situation would cost about $1 per household per year.
  - R Sneddon said that part of him wants to fix everything, but it may not be worth it.
  - M Pierce said that you do have to fix problems at some point. They get worse rather than better over time.

- M Pierce said that another thing we can do is wet weather screening. During rain, we can find manholes that are accepting a lot of inflow. Some manholes are cheaper to fix than others.
- M Pierce said that it is also important to check manholes as they are being built to make sure they are built properly.
- M Pierce said that sump pumps are each an individual case that needs to be considered. There are not always easy solutions.

Skarlet Bankhead, Administrative Services Director:

- S Bankhead spoke about the financial reports for September and October, which includes the financial statements for August. The check register in August was quite high because we purchased a new truck and paid most of the HA5, chip seal, surface seal, painting, etc.
- S Bankhead said that in October we made out checks for the Sheriff's Department, animal control, and the library. They will be on the next report.
- Meet the candidates night is at Spring Creek middle School on Thursday at 6:30 PM.
- Oktoberkraut Celebration: Parade starts at 10 am, pickle ball tournament starts at 7:30 am. We have had a lot of interest in our car show. We have about a dozen vendors for the celebration, as well as games for children.

Approval of the minutes

Item No. 1. The Providence City Council will consider approval of the minutes of September 24, 2019

Motion to approve the minutes of September 24: — K Allen, second — R Sneddon

Vote:

Yea: K Allen, K Eck, B Fresz, D Giles, R Sneddon

Nay:

Excused:

Abstained:

Corrections:

- None

Item No. 2. The Providence City Council will consider approval of the minutes of September 27, 2019

- The minutes were not ready.

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- No public comments

Public Hearing(s) 6:15 PM: Proposal to vacate and relocate a 10-ft public utility easement between Lots 20 and 21 in the Providence Hollows Subdivision, generally located at 574 North 520 East, Providence UT

Prior to making a decision on public utility easement vacation and relocation, the City Council is holding a public hearing. The purpose of the public hearing is to provide an opportunity for anyone interested to comment on the proposal before action is taken. The City Council invites you to attend the hearing in order to offer your comments.

- Eric Watterson, speaking on behalf of the property owner Scott Watterson, said that he hopes the council will approve the lot line adjustment. He would like to build a home in that location and needs the adjustment in order to do it.
- S Bankhead said that there are no public utilities in this easement. Relocating it will not displace anyone. The Council will decide whether to relocate the easement, and the Planning Commission will decide whether to adjust the lot line. If the easement is not vacated, it would have the same effect as if the property line stayed in place, because we wouldn't allow the property owner to build a permanent structure over a public utility easement.

Business Items(s):

Item No. 1. Ordinance 2019-016 – PUE Vacate and Relocation: The Providence City Council will consider for adoption an ordinance approving the vacation and relocation of a 10-ft public utility easement between Lots 20 and 21 in the Providence Hollows Subdivision, generally located at 574 North 520 East, Providence UT.

Motion to approve Ordinance 2019-016 – PUE Vacate and Relocation: — K Allen, second — K Eck

Vote:

Yea: K Allen, K Eck, B Fresz, D Giles, R Sneddon

Nay:

Abstained:

Excused:

- B Fresz asked R Stapley if there is a technical reason that he would not want this to go through.
- R Stapley said that there is not. He has been to look at the lot and feels fine about it.

Item No. 3. Ordinance 2019-017 – Code Amendment: The Providence City Council will consider for adoption an ordinance amending Providence City Code Title 8 Water and Sewer, Chapter 5 Secondary Water System Department and System Regulations by creating the position of Secondary Water Stock Designated Representative.

Motion to approve ordinance 2019-017 – Code Amendment as corrected below: — K Allen, second — R Sneddon

Vote:

Yea: K Allen, K Eck, B Fresz, D Giles, R Sneddon

Nay:

Excused

Abstained:

Discussion:

- S Bankhead explained that B Fresz has been serving on the Blacksmith Fork Irrigation Company board. It is a three year term. The bylaws indicate that he has to be an officer or appointee or designated representative of the company that owns water stock. His council term is ending this year. In order to continue to serve on the board once he is no longer a council member, he needs to be a designated representative. This ordinance creates the position for secondary water stock designated representative. It adds a definition for the position. S Bankhead read from the proposed ordinance.
- S Bankhead explained that this person would represent us to all the companies that we own shares in.
- K Allen suggested rewording the definition in 8-5-3 W, end of paragraph, and 8-5-5 C, to read: "in which the City holds water stock."
- Vickie Holmgren of Providence asked what we have done up until this point.
- Mayor Drew explained that Brent Fresz has been representing us, but his term as a city council member is ending soon. This ordinance allows the representative to be someone on the council or anyone else that the council appoints.
- B Fresz said that he was elected to the board of Blacksmith Fork Irrigation company. When his city council term ends, he can't be on the board because he does not own stock in the company and will not be an official representative of the city. The city would lose their position on the board until the next board election unless he is appointed as a designated representative.
- Ralph Daniels of Providence asked if this is a paid position. Mayor Drew said that it is not.

Item No. 4. Resolution 033-2019 – Appointment: The Providence City Council will consider for adoption a resolution appointing Brent Fresz as the Secondary Water Stock Designated Representative.

Motion to approve resolution 033-2019 to appoint Brent Fresz as the secondary water stock designated representative: — R Sneddon, second — D Giles

Vote:

Yea: K Allen, K Eck, D Giles, R Sneddon

Nay:

Abstained: B Fresz

Excused:

Discussion:

- Hal Hansen of Providence said that he has been coming to the council meetings for many months. He has

been impressed with the work that B Fresz has done on the city council. He is concerned that three people that might be on the next city council after the election are a part of a water company. They may not represent the city's position. He feels that it would be a good idea to appoint B Fresz to continue in this position.

Item No. 5. General Plan Discussion: The Providence City Council will discuss Chapters 7, 8, and 9 in the proposed general plan.

- Jesse Bardsley, City Staff, showed the council how to access the shared Google Doc for commenting on the general plan.
- S Bankhead said that the copy of the general plan that we put into the agenda packet that is available to the public will have the comments included, but it will only have the comments that were made up to the date of the posting of the agenda packet.
- Mayor Drew spoke about open space preservation in Chapter 7 page 2. He said that the solution discussed at Envision Cache Valley was higher density. Boulder, Colorado preserved open space by acquiring a band of land around the city. The city owns it and leases it out. They also increased density and building height within the city.
- Roy Sneddon asked if the increased density was left out of our plan on purpose.
- S Bankhead said that the general plan directs us to make a plan for parks and open space. As part of that plan, we could suggest higher density.
- R Sneddon felt that that would be kicking the can down the road.
- S Bankhead said that the general plan is not the place where you put every specific thing that you want to do. Getting into the weeds of the strategies was one reason why this plan took a long time. We want the plan to be simple enough that a developer can read through it.
- Mayor Drew suggested having another column where we can see what strategies we have already implemented.
- B Fresz said that if we get too specific in the general plan, we have to update it frequently. Instead, we can reference other plans that get updated more frequently. That way, the general plan will stay up to date.
- K Allen felt that the plan is a roadmap. We don't have to implement all the suggested strategies. Mayor Drew agreed.
- B Fresz said that we should set a goal to approve the general plan at the last council meeting in December.
- The council discussed the comments that were made on chapters 7,8, and 9 on the shared Google Doc. [Note: Some minor changes were marked in the comments on the Doc, and were not recorded in the minutes].
- B Fresz said that his intent when he says that a plan should be reviewed every 5 years was to put an appropriate number of years. We should know when we are going to review each plan. He wasn't sure what number of years he should choose.
- B Fresz said that we should find the right place in the General Plan to reference the 40 year water plan.
- R Sneddon said that increased densities have to do with environmental stewardship, open spaces and scenic views. He feels that we should include increased zoning densities as a strategy in this section.
- B Fresz said that we need to be careful not to include every relevant element in every section of the plan. The sections then get too large and repetitive. We should choose the section where each strategy is most relevant and include it there.
- R Sneddon said that he will bring up increased density in every section that it applies, and hopefully by the end we will include it somewhere.
- B Fresz explained that we should strike the date from all referenced documents (such as the BRAG Pre-Disaster Mitigation Plan 2015) so that we can refer to the most up to date document.
- K Eck asked why we never do 7.a: Work with the Cache County Weed Division in their goal to "Uphold the State Noxious Weed Law, and assist citizens in their noxious weed control efforts." She asked if we do public education. Mayor Drew said that we do not. B Fresz said that the state and the university already have education programs. We could simply hand out their pamphlets.
- S Bankhead mentioned R Sneddon's comment on page 1 of 5. We are doing the agreement at this time.
- R Sneddon's comment about zoning density on Chapter 8 page 2 was brought up. Mayor Drew said that

we have quite a few zones that we could use to provide a variety of housing types and density. However, on our current maps, we don't seem to take advantage of those zones.

- Chapter 8 Section 2: Add G on objective 1: Promote land uses that reduce load demands on storm water, water and sewer system.
- B Fresz spoke about his comment about referencing Localscapes. It is a website that provides landscaping design guidance specifically for Utah in order to reduce water use and increase curb appeal.
- B Fresz asked where the best place to put a reference to the GIS would be.
- R Sneddon suggested that we reference it for each utility system.
- B Fresz said that we could make GIS an objective in itself. The strategies would then be things such as procure equipment, develop a plan, update the system, etc.
- K Eck asked why B Fresz suggested reviewing the fire risk map annually. S Bankhead said that we don't have much input into that map. We just publish what we are sent.
- B Fresz asked about Chapter 9 Section 3, Objective 3.B. He asked how long we should go before updating a capital facilities plan [for fire services].
- S Bankhead said that we won't need a capital facilities plan for fire services unless we walk away from our fire contract with Logan City.
- Mayor Drew said that CCEMS (Cache County Emergency Medical Services) will be disbanded after the end of the year.
- B Fresz brought up Chapter 10, Annexation Policy Plan. He wonders whether we should add parts of Millville to the map that we could connect to our sewer system.
- S Bankhead said that this chapter has already been adopted. The Annexation Policy Plan has its own rules for being adopted. However, the council can change it if they would like.
- B Fresz said that we should start having discussions about providing sewer service to some areas of Millville. We could either provide the service to residents of Millville or annex them into Providence with a boundary line adjustment before providing the service.
- Mayor Drew said that some areas of Millville will have to have pump stations unless they use our sewer system.
- Mayor Drew said that some people may want to hook into our system without becoming Providence residents. K Allen said that he does not want to bail anyone in Millville out of their sewer problem.
- S Bankhead said that our policy has been that if they want to use our sewer, they should become a part of Providence. We would like their property tax dollars as well as their utility fees.
- S Bankhead said that we would also do an impact fee if they became a part of Providence and hooked up to our sewer.
- Mayor Drew said that those who hook up to our sewer will still have to pay Logan's impact fee for expansion in capacity. S Bankhead said that Providence residents were already paying for expansion in capacity through their utility bills. Mayor Drew said that Logan will be adding an impact fee. What we are paying for with our utility bills is a higher level of service in the new plant, not an increase in capacity.
- K Allen said that we know from experience that annexing more homes into Providence is not a money maker for the city even with their property tax dollars. K Eck said that if we annex parts of Millville, we also get their old roads, etc. B Fresz said that we could require them to improve the road as part of the annexation agreement.
- Mayor Drew said that political boundaries should not make engineering decisions. B Fresz agreed.
- S Bankhead said that there is a part of Providence that would benefit from bringing in the northern part of Millville.
- The council decided to review chapters 1, 2 and 3 of the general plan next meeting.

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- B Fresz asked about the status of UTOPIA. S Bankhead said that we need to look at the example RFPs (Requests for Proposal) and create our own RFP. Then we would run it past the city attorney.
- S Bankhead asked how the council wants to fund the fiber network. She needs to put the correct language in the RFP. B Fresz said that he likes UTOPIA's model where they do the funding.

- Mayor Drew said that we don't have the city staff to do any of that project ourselves. The best thing to do would be to have UTOPIA present at the mayor's dinner and then see if we can get other cities on board to lessen the city's share of the cost of pulling the cable from Tremonton.
- B Fresz said that we want to have a fiber company do [the funding and the work], and we want them to do Wi-Fi in our parks and pull the fiber to irrigation systems and pump houses, etc.
- Mayor Drew said that he had a meeting with the county. They discussed County Road 238. They decided that they would recommend to the County Council to approve the access for the Jensen Farm subdivision.
- Mayor Drew reported that the 100 South court case has been remanded back to district court.
- Mayor Drew said that we made a good decision on our contract with Logan City for fire and emergency services. With the disbanding of CCEMS, other cities will be in a world of hurt.
- B Fresz said that we should switch our council meetings to Wednesday so that it is not on the same day as County Council. We are missing an opportunity to represent our city at County Council meetings. Mayor Drew said that with that schedule, we could also have something passed by Planning Commission and then considered by the Council the next day. B Fresz would like the next City Council to consider this.

Motion take a break and then enter into executive session: — B Fresz, second — R Sneddon
Vote:
Yea: K Allen, K Eck, B Fresz, D Giles, R Sneddon
Nay:
Abstained:
Excused:
Entered executive session at approximately 9:12 PM

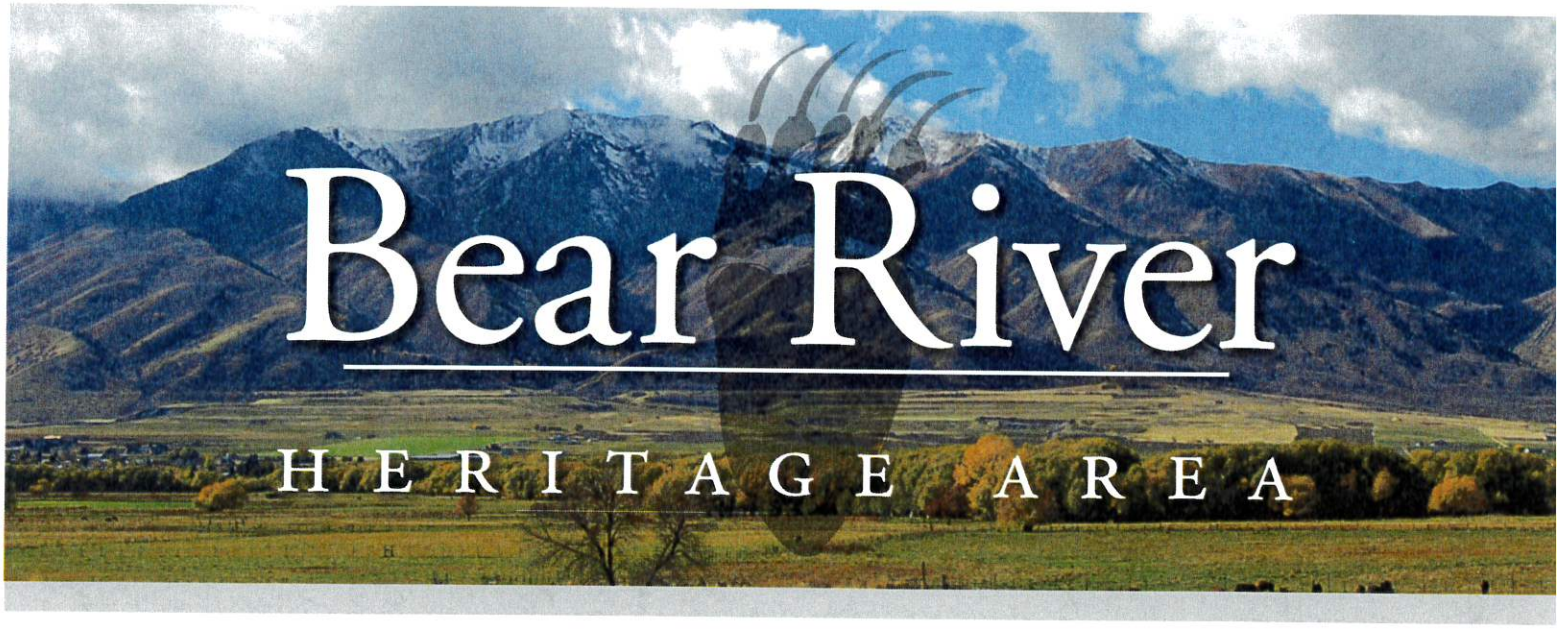
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Motion to close the executive session: — K Eck, second — D Giles
Vote:
Yea: K Allen, K Eck, B Fresz, D Giles, R Sneddon
Nay:
Abstained:
Excused:
Closed at approximately 9:25 PM.

The Mayor adjourned the public meeting.

Meeting adjourned at approximately 9:25 PM
Minutes prepared by Jesse Bardsley

_____ _____
John Drew, Mayor Skarlet Bankhead, City Recorder



"BLESSED BY WATER, WORKED BY HAND"

The Bear River Heritage Area: What Is It?
The Bear River Heritage Area was created in the year 2000, as a way of supporting and protecting our local heritage, and fostering economic development through heritage tourism. The BRHA includes seven counties—Box Elder, Cache and Rich in northern Utah; and Bear Lake, Caribou, Franklin and Oneida in southeastern Idaho, all located within the Bear River drainage.

The Heritage Area functions as part of Community and Economic Development at the Bear River Association of Governments, based in Logan. We have a council to guide us in our mission and goals, made up of partners in tourism, historic preservation, the arts, education, business, government and the community at large.

Numerous state, local, and private entities signed an inter-local cooperative agreement to fulfill our mission, which is "to identify, enhance and sustain the natural, cultural and economic heritage of the Heritage Area." Members of your community signed this agreement and we want to update you because we know there are new people in place now.

Mission and Vision:
The mission of the BRHA is to identify, preserve, and enhance our cultural and natural heritage, and to support and sustain the diverse economic opportunities associated with the Heritage Area. It is a place where people enjoy distinctive cultural groups and contrasting landscapes, and experience stories and consequences of the expanding American West. Our heritage is a valuable resource that includes people, businesses, and other organizations that make use of local history, the natural environment, and culture. The pastoral and natural landscapes, historic land uses, cultural sites, traditions, skills and knowledge, all contribute to a viable regional economy.

Letter of update 2019

Advantages of Heritage Tourism

Studies show that travelers are more apt to visit places with a strong community identity. One of the principle objectives of cultural heritage tourism is collaboration with local organizations and the public to develop sustainable economies. This enhances natural and cultural resources, which improve the quality of life for residents and travelers who participate in the services and attractions. Heritage tourism promotes community pride by allowing people to work together to enhance economic and cultural development through distinct community opportunities. In 2013, Utah State University's Institute for Outdoor Recreation found that the total value of economic output associated with expenditures by visitors to heritage sites from outside the BRHA region was between $39 million and $72 million. In 2017, the Utah Tourism Industry study of visitors to Utah cited those seeking arts and culture activities ranked 2nd as the most lucrative visitor demographic after adventure sports enthusiasts. These statistics illustrate great potential for heritage tourism in the BRHA.

Accomplishments

Here are a few of our accomplishments and activities, which are ongoing:

- Maintain permanent staff and volunteers for coordination of BRHA projects
- Publish numerous guides to heritage related resources in print and on the web
- Endorse heritage businesses, sites and experiences
- Organize educational programs and exhibits on unique aspects of our heritage
- Maintain a relationship with Utah State University Special Collections; and students in folklore, history, journalism and business
- Invite people to support our efforts at local events and festivals
- Provide technical support for the preservation of historic sites and buildings
- Connect with government to recognize BRHA as a vital resource for Utah and Idaho

Won't You Join Us?

We would like to share announcements of upcoming meetings, news and events, plus more about how you can help us grow. We invite you to join us at one of our monthly meetings, held on the 3rd Monday of each month at 10.00 a.m., at the office of the Bear River Association of Governments: 170 North Main, in Logan; or other locations as announced.

We ask for your continued support to recognize and promote our heritage!



For more information about the Bear River Heritage Area, call 435-713-1426 or 435-752-7242; or e-mail us at lisad@brag.utah.gov.
On the web at www.bearriverheritage.com

Bear River Heritage Area seeks national designation

Box Elder News Journal

August 28, 2019 • Nancy Browne • Staff Writer



Native Americans and the Transcontinental Railroad are both important elements of the history of places within the Bear River drainage, and sites, attractions and businesses related to that history make up the Bear River Heritage Area. The BRHA is recognized at the state level in both Utah and Idaho, but is seeking a national designation to increase funding and benefits for those in the area. One example of the group's activities is its support of the Golden Spike National Historic Site with its yearly anniversary of the completion of the Transcontinental Railroad every May 10.

Such a recognition would benefit tourism, business, says state organization

Some would say that a people without the knowledge of their origin, history and culture is like a tree without roots.

Such is the belief of members of the Bear River Heritage Area (BRHA), who are working diligently to become a National Heritage Area via an act of Congress.

Because this is no easy task—they've been seeking national recognition since 2000—the group hosted a discovery day on Aug. 19, at the Brigham City Museum of Art and History, to share the organization's accomplishments, mission and goals with local leaders, businesses and government entities.

Covering seven counties in northern Utah and southeastern Idaho, the BRHA is currently recognized as a State Heritage Area by both states, and consists of a consortium of heritage sites, attractions, and businesses with historic ties to the region.

The seven counties include Box Elder, Cache and Rich in northern Utah; and Bear Lake, Caribou, Franklin and Oneida in southeastern Idaho, all located within the Bear River drainage.

To receive national recognition, the BRHA is required to inventory its cultural and natural resources in the area and provide a feasibility study, on which it is currently working.

The study involves traveling from county to county to learn what communities would like to see from the program, getting grassroots support to understand the voice of each community and analyzing the cost/benefit of such a designation.

BRHA Coordinator Lisa Duskin-Goede pointed out that Utah already has two national heritage areas—the Mormon Pioneer National Heritage Area (MPNHA) in central and southern Utah, and the Great Basin National Heritage Area in Ely and Baker, Nevada, and part of Utah.

She said it's been difficult to get the designation for the BRHA because not all lawmakers have supported it at the same time, most often due to fears it could infringe on private property ownership and local zoning capabilities.

"The area is full of privately-owned properties and business manufacturing," she said. "We [the BRHA] don't have any power telling them what they can and can't do. We're just trying to organize a grass-roots effort to help preserve our history and encourage heritage related businesses to come in."

Duskin-Goede said she already has the support of the Box Elder County Commission and tourism department, and to muster even more support, the BRHA has scheduled tours of each county with Bear Lake County the focus for September.

There are a number of distinctive historical places the BRHA seeks to preserve. These include Native American historical sites such as the Bear River Massacre of 1863, near Preston, Idaho, which as the bloodiest Indian massacre in the West.

Also, under the BRHA umbrella are two historic fur trade rendezvous sites in Bear Lake and Cache Valley, trails used by famous explorers such as John C. Fremont, emigrant trails such as the National Oregon-California Trail, completion of the first transcontinental railroad at Promontory, Utah, ATK Thiokol Propulsion, and natural resources such as Caribou-Targhee and Sawtooth National Forests.

Currently, there is a bill, H.R. 1049, before Congress to replace 55 Individual National Heritage Areas such as BRHA, with a national system and make it an integral part of the National Park Service (NPS).

The bill is designed to ensure uniform standards for the way National Heritage Areas are designated, managed and assessed. It also will provide Congress with greater oversight.

Duskin-Goede said these 55 heritage areas get only one percent of the total National Park Service budget and every federal dollar must be matched by at least $1 in other public or private funding. (In-kind match is also used.)

Although it's difficult to make that dollar stretch, The Mormon Pioneer National Heritage Area is a good example of how to keep expenses low and maximize grants to leverage federal funding.

MPNHA Director Monte Bona reported that between 2006 and 2016, his group received $2.2 million in federal funds. That money was used to support heritage projects valued at $44.3 million, which comes to $19 in funding from state and local governments, nonprofit organizations and individual donors for every federal dollar.

Brandi Roberts, director of the Great Basin National Heritage Area (GBNHA), said with national designation the BRHA would become a part of the National Parks Service family which would allow it to use the NPS arrowhead in publications providing legitimacy and credibility.

Also, the extra federal funding that comes with a national designation, is what the GBNHA uses for its grants program, she said. They received $820,000 of grant money and came back with $1.1 million in a non-federal cash match that other partners brought to those projects.

National designation would similarly help BRHA obtain grants to aid other heritage groups in preserving historic Main Streets, developing trails, providing exhibits, conducting surveys, gathering native American stories, preserving cemeteries and grave stones and creating new interpretative centers.

"We need to get the word out to regular people because government leaders will listen to their constituents," said Duskin-Goede, who has a master's degree in folklore and holds the only paid position at BRHA. "Now and then we get a few volunteers," but the massive undertaking mostly falls on her shoulders.

But she's not alone in support for the organization. The BRHA, under the Bear River Association of Governments, obtained signatures of more than 130 government and private entities in 2001, on an inter-local agreement to provide greater preservation and economic opportunity for partners in the Bear River region.

That agreement is still in place today and highly supported because of the economic benefits of spending by BRHA visitors as tourists.

Surveys conducted in 2012 of tourists who had visited a BRHA destination, found that the mean total expenditure per person residing outside of the seven-county region was estimated to be $68.30 whereas the median per person expenditure was $37.50.

The BRHA attracts just over 1.1 million visitors from outside the region, therefore, it is estimated that aggregate expenditures within the region range between $41.5 million and $75.5 million.

GREAT BASIN HERITAGE AREA PARTNERSHIP

GRANTS PROGRAM 2012-2019

PARTNER	PROJECT	GBHAP Funds	In Kind Match	Cash Match	Total Project Value	In kind hours	Ratio
ELY & DUCKWATER SHOSHONE TRIBES							
Duckwater Shoshone Tribe	Big Warm Springs, Pow Wow Arena, Field Trip	$25,882.86	$22,115.00	$7,875.24	$55,873.10	677.00	1.15
Ely Shoshone Tribe	4 Grants: Annual Pow Wow Fandango	$17,262.96	$19,734.90	$37,253.73	$74,251.59	683.00	3.3
Dr. Ryan Morini	Steward in Dialogue: Western Shoshone Anth	$2,900.00	$21,632.00	$1,280.00	$25,812.00	400.00	7.9
TOTAL		**$46,045.82**	**$63,481.90**	**$46,408.97**	**$155,936.69**	**1,760.00**	**2.39**
MILLARD COUNTY, UTAH							
American Legion Post 61 - Fillmore	American Legion Hall Roof Replacement & Sea	$3,000.00	$6,420.00	$33,503.00	$42,923.00	252.00	13.31
City of Holden, UT	Holden Cemetery Rock Trail	$1,500.00	$15,856.00	$2,645.57	$20,001.57	550.00	12.33
Daughters of Utah Pioneers	Restoration of Restroom	$2,100.98	$3,673.00		$5,773.98	145.00	1.75
Deseret Heritage Association	5 Grants:Deseret Heritage Building	$81,574.00	$109,379.00	$66,217.00	$257,170.00	1,791.00	2.15
Friends of the Territorial Statehouse	17 Grants: Programs, Festivals, Exhibits	$137,484.58	$869,267.30	$127,654.92	$1,134,406.80	24,047.00	7.47
Fillmore Bureau of Land Management	Pahvant Heritage Trail Sign Design	$7,500.00		$10,764.00	$18,264.00		1.44
Skyline High School	Topaz Museum Field Trip	$700.00	$1,080.00	$451.54	$2,231.54		2.19
Snow College	2016 Sheepherders Field Trip	$645.10	$5,918.00	$150.00	$6,713.10	40.00	9.4
Springville Junior High School	Topaz Museum Field Trip	$946.74	$955.36		$1,902.10		1.01
Topaz Museum	Exhibit Planning	$150,000.00	$598,059.79		$748,059.79	12,914.00	3.99
TOTAL		**$385,451.40**	**$1,610,608.45**	**$241,386.03**	**$2,237,445.88**	**39,739.00**	**4.8**
WHITE PINE COUNTY, NEVADA							
After-School All-Stars Las Vegas	Field Trip to GBNP and Ely, NV	$1,500.00	$4,370.00	$3,810.00	$9,680.00	230.00	5.45
Baker Elementary School	Desert Experimental Range Station Field Stati	$250.00	$440.00		$690.00	25.00	1.76
Ely Learning Bridge Charter School	2 Field Trips to Topaz Museum	$778.63	$1,925.25		$2,703.88	92.00	2.47
Ely Renaissance Society	3 Grants: Art Exhibit; Ren. Village; Restore Mural	$44,473.80	$106,166.00	$19,695.00	$170,334.80	2,285.00	2.83
Great Basin Business & Tourism Council	Website; Natl Summit for Gateway Communities	$4,000.00	$10,656.80	$1,541.06	$16,197.86	288.75	3.05
Great Basin National Park Foundation	Solar Scope; Astron. Fest; Observatory; Shuttle, Education	$121,620.20	$504,095.00	$573,649.75	$1,199,364.95	9,169.00	8.86
Hadlock and Potashin	2 Grants:Arborglyphs Research and Exhibition	$9,258.00	$61,615.70	$2,597.62	$73,471.32	1,585.00	6.90
Jared and Carly Jakins	La Borrega/El Desierto Documentary	$7,500.00	$8,491.75	$7,418.02	$23,409.77	271.00	2.12
National Speleological Society	Lehman Caves Mural and Cave Simulation	$12,654.13	$18,158.50	$2,000.00	$32,812.63	639.25	1.59
Nevada Northern Railway Foundation	9 Grants: Train Restoration; Interpretation	$170,000.00	$449,790.46	$109,642.88	$729,433.34	19,942.45	3.29
North Dakota State University - Dr. Laabs	Glaciation and Climate Change in GBNP	$5,796.75	$4,550.00	$12,714.37	$23,061.12	81.00	2.97
University of California - Davis	The Origin of Red Foxes in GBNHA	$17,874.00	$24,311.00	$7,350.00	$49,535.00	387.00	1.77
Western Cave Conservancy	Lehman Caves Rephotography	$776.02	$5,863.00	$776.02	$7,415.04	266.50	8.56
White Pine Community Choir Association	Emergency Roof Stabilization /Cent. Fine Arts Ctr.	$479.85	$2,933.33		$3,413.18	47.00	6.00
White Pine County Library	Microfilm: Searching Local History	$1,500.00	$462.00	$10,790.00	$12,752.00	21.00	7.50
White Pine Public Museum	4 Grants: Map Frame; Strategic Plan; Website; Furniture	$20,164.63	$50,480.66		$70,645.29	1,870.00	2.40
TOTAL		**$418,626.01**	**$1,254,309.45**	**$751,984.72**	**$2,424,920.18**	**37,199.95**	**4.79**
GRAND TOTAL		**$850,123.23**	**$2,928,399.80**	**$1,039,779.72**	**$4,818,302.75**	**78,698.95**	**4.67**

Bear River Heritage Area
Strategic Plan Goals and Objectives



The Bear River Heritage Area (BRHA) consists of seven counties: Bear Lake, Caribou, Franklin, and Oneida in Idaho; and Box Elder, Cache, and Rich in Utah. It is a consortium of many organizations in government, business, education, tourism, recreation, and other areas. We are dedicated to economic development through promotion and stewardship of the cultural and natural resources that are unique to this region. The Heritage Area is governed by the Bear River Heritage Area Council, consisting of representatives of all organizations that have signed the Inter-local Agreement that created the Heritage Area, and a Board elected by the Council from its ranks.

The four purposes of the Heritage Area are:
(1) foster a close working relationship with all levels of government, the private sector, residents, business interests, and local communities in the States of Idaho and Utah;
(2) empower communities in the States of Idaho and Utah to exercise stewardship of their heritage while strengthening future economic opportunities;
(3) interpret, develop, and encourage stewardship of the historical, cultural, and recreational resources within the Heritage Area and the natural and scenic features of which they are a part; and
(4) expand, foster, and develop heritage businesses and products relating to the cultural heritage of the Heritage Area.

Vision:
The Bear River Heritage Area is a place where people enjoy distinctive cultural groups and contrasting landscapes, and experience stories and consequences of the expanding American West; where responsible stewardship sustains the pastoral and natural landscapes, historic land uses, cultural sites, traditions, skills and knowledge, which contribute to a viable regional economy.

Mission:
The mission of the Bear River Heritage Area Council is to identify, preserve, and enhance our cultural and natural heritage, and to support and sustain the diverse economic opportunities associated with the Heritage Area.

Note:
In most cases work will be performed by BRAG staff, with the assistance of council partners, student interns, and volunteers. Funding comes from BRAG in the case of BRAG staff, county partnerships, Utah State University and other educational institutions, county, state and federal granting programs.

Goal One: Research
Identify natural, cultural, and economic heritage resources
Objective:
Identify sites, events, artisans, crafts, cultural traditions, and heritage businesses. Identify network of stakeholders in government, business, curatorial and educational.
Tasks:

- Documentation through research, field visits, interviews, photography.
- Update information regularly in data base format.

Goal Two: Stewardship
Objective:
Work with communities, tribes, government, business and individuals to protect and enhance the natural, cultural, and economic heritage resources and sites.
Tasks:

- Provide information about preservation programs such as Certified Local Government (CLG), State Historic Preservation Office (SHPO) tax incentive programs and other preservation programs in Utah and Idaho, to stabilize and protect historic architecture and sites.
- Provide information as needed to small agricultural businesses about value-added products, farmers' markets, agri-tourism.
- Provide referral to entities in Utah and Idaho supporting small businesses, such as the 4-County Alliance of Southeastern Idaho, the Cache Business Resource Center, conferences and workshops in both states.

Goal Three: Enhance Economic Heritage
Objective:
Develop a marketing plan including business outreach, branding, signage, member participation and benefits, published brochures and handouts.
Tasks:

- Create program of membership and benefits.
- Visit locally owned businesses to provide information on becoming a member of the Bear River Heritage Area and encourage endorsement of qualified businesses.

Goal Four: Education – Tell the Stories
Objective:
Gain Public Awareness of BRHA resources and council efforts through outreach, education, and marketing.
Tasks:

- Advertise in local media resources including website and social media
- Publish maps, brochures and tour itineraries for distribution, update as needed
- Create publications about local heritage, market and distribute
- Create public events highlighting heritage resources and businesses
- Create BRHA newsletter
- Update and improve BRHA website

Goal Five: Sustainability
Objective:
Establish the Bear River Heritage Area as a sustainable institution through outside private support and continued grant support.
Tasks:

- Build stakeholders and Heritage Area partners
- Fundraise through partnerships and grant writing
- Create annual budget for program of advertising and projects
- Clearly identify staffing needs and capabilities
- Develop measures to track progress and success

Strategic Plan Originally Adopted December 19, 2005 by Bear River Heritage Area Council
First revision adopted April 23, 2007, Second revision adopted Feb 11, 2008, Third revision adopted Jan 26, 2009,
Fourth revision adopted Jan 25, 2010, Fifth revision adopted Jan 24, 2011, Sixth revision adopted November 17, 2014,
Next revision due 2020.

TITLE IV—NATIONAL BEAR RIVER HERITAGE AREA ACT

SEC. 401. SHORT TITLE.

This title may be cited as the "National Bear River Heritage Area Act".

SEC. 402. PURPOSE.

The purposes of this title include—

(1) to foster a close working relationship with all levels of government, Tribes, the private sector, residents, business interests, and local communities in the States of Idaho and Utah;

(2) to empower communities in the States of Idaho and Utah to exercise stewardship of their heritage while strengthening future economic opportunities;

(3) to interpret, develop, and encourage stewardship of the historic, cultural, and recreational resources within the Heritage Area and the natural and scenic features of which they are a part; and

(4) to expand, foster, and develop heritage businesses and products relating to the cultural heritage of the Heritage Area.

SEC. 403. DEFINITIONS.

In this title:

(1) COUNCIL.—The term "Council" means the Bear River Heritage Area Council, which includes representatives of all signers of the Interlocal Cooperation Agreement for the Bear River Heritage Area, administered by the Bear River Association of Governments.

(2) EXECUTIVE COMMITTEE.—The term "Executive Committee" means the Executive Committee of the Council.

(3) HERITAGE AREA.—The term "Heritage Area" means the National Bear River Heritage Area established by section 404(a).

(4) LOCAL COORDINATING ENTITY.—The term "local coordinating entity" means the local coordinating entity for the Heritage Area designated by section 405(a).

(5) MANAGEMENT PLAN.—The term "management plan" means the management plan for the Heritage Area required under section 405.

(6) SECRETARY.—The term "Secretary" means the Secretary of the Interior.

(7) STATES.—The term "States" means the States of Idaho and Utah.

(8) TRIBE OR TRIBAL.—The terms "Tribe" or "Tribal" mean any federally recognized Indian Tribe

with cultural heritage and historic interests within the proposed Bear River National Heritage Area.

SEC. 404. DESIGNATION OF THE BEAR RIVER NATIONAL HERITAGE AREA.

(a) ESTABLISHMENT.—There is established in the States the National Bear River Heritage Area.

(b) BOUNDARIES.—

(1) IN GENERAL.—The boundaries of the Heritage Area shall include—

(A) areas in the States that are within the main drainage area of the Bear River;

(B) Bear Lake, Caribou, Franklin, and Oneida Counties in the State of Idaho;

(C) Box Elder, Cache, and Rich Counties in the State of Utah;

(D) the following communities in the State of Idaho: Malad, Clifton, Dayton, Franklin, Preston, Oxford, Weston, Bancroft, Soda Springs, Grace, Bloomington, Paris, Georgetown, Montpelier, and St. Charles; and

(E) the following communities in that State of Utah: Bear River, Brigham City, Corinne, Deweyville, Elwood, Fielding, Garland, Honeyville, Howell, Mantua, Perry, Plymouth, Portage, Snowville, Tremonton, Willard,

Amalga, Clarkston, Cornish, Hyde Park, Hyrum, Lewiston, Logan, Mendon, Millville, Newton, Nibley, North Logan, Paradise, Providence, Richmond, River Heights, Smithfield, Trenton, Wellsville, Garden City, Laketown, Randolph, and Woodruff.

(2) MAP.—The Secretary shall prepare a map of the Heritage Area, which shall be on file and available for public inspection in the office of the Director of the National Park Service.

(3) NOTICE TO LOCAL AND TRIBAL GOVERNMENTS.—The Council shall provide to the government of each City, Town, County, or Tribe that has jurisdiction over property proposed to be included in the Heritage Area written notice of the proposed inclusion.

(c) ADMINISTRATION.—The Heritage Area shall be administered in accordance with this title.

SEC. 405. DESIGNATION OF LOCAL COORDINATING ENTITY.

(a) LOCAL COORDINATING ENTITY.—The Council shall be the management entity for the Heritage Area.

(b) AUTHORITIES OF LOCAL COORDINATING ENTITY.—The local coordinating entity may, for purposes of preparing and implementing the management plan—

(1) prepare reports, studies, interpretive exhibits and programs, historic preservation projects, and other activities recommended in the management plan for the Heritage Area;

(2) make grants to the States, political subdivisions of the States, nonprofit organizations, and other persons;

(3) enter into cooperative agreements with the States, political subdivisions of the States, nonprofit organizations, and other organizations;

(4) hire and compensate staff;

(5) obtain funds or services from any source, including funds and services provided under any Federal program or law, in which case the Federal share of the cost of any activity assisted using Federal funds provided for National Heritage Areas shall not be more than 50 percent; and

(6) contract for goods and services.

(c) DUTIES OF LOCAL COORDINATING ENTITY.—To further the purposes of the Heritage Area, the local coordinating entity shall—

(1) prepare a management plan for the Heritage Area in accordance with section 405;

(2) give priority to the implementation of actions, goals, and strategies set forth in the manage-

ment plan, including assisting units of government, Tribes, and other persons in—

(A) carrying out programs and projects that recognize and protect important resource values in the Heritage Area;

(B) encouraging economic viability in the Heritage Area in accordance with the goals of the management plan;

(C) establishing and maintaining interpretive exhibits in the Heritage Area;

(D) developing heritage-based recreational and educational opportunities for residents and visitors in the Heritage Area;

(E) increasing public awareness of and appreciation for the natural, historic, cultural, Tribal, scenic, and recreational resources of the Heritage Area;

(F) restoring historic buildings that are—

(i) located in the Heritage Area; and

(ii) related to the themes of the Heritage Area; and

(G) installing throughout the Heritage Area clear, consistent, and appropriate signs identifying public access points and sites of interest;

(3) consider the interests of diverse units of government, Tribes, businesses, tourism officials, private property owners, and nonprofit groups within the Heritage Area in developing and implementing the management plan;

(4) conduct public meetings at least semiannually regarding the development and implementation of the management plan; and

(5) for any fiscal year for which Federal funds provided for National Heritage Areas are expended for the Heritage Area—

(A) submit to the Secretary an annual report that describes—

(i) the accomplishments of the local coordinating entity;

(ii) the expenses and income of the local coordinating entity; and

(iii) the entities to which the local coordinating entity made any grants;

(B) make available for audit all records relating to the expenditure of the Federal funds and any matching funds; and

(C) require, with respect to all agreements authorizing the expenditure of Federal funds by other organizations, that the receiving organiza-

tions make available for audit all records relating to the expenditure of the Federal funds.

(d) PROHIBITION ON ACQUISITION OF REAL PROPERTY.—

(1) IN GENERAL.—The local coordinating entity shall not use Federal funds provided for National Heritage Areas to acquire real property or any interest in real property.

(2) OTHER SOURCES.—Nothing in this title precludes the local coordinating entity from using funds from other sources for authorized purposes, including the acquisition of real property or any interest in real property.

(e) DELEGATION.—

(1) IN GENERAL.—The Council may delegate the responsibilities and actions under this section for each area identified in section 404(b)(1).

(2) REVIEW.—All delegated responsibilities and actions are subject to review and approval by the Council.

SEC. 406. MANAGEMENT PLAN.

(a) IN GENERAL.—Not later than 3 years after the date on which funds are first made available to carry out this title, the local coordinating entity shall prepare and

submit to the Secretary a management plan for the Heritage Area.

(b) CONTENTS.—The management plan for the Heritage Area shall—

(1) include comprehensive policies, strategies, and recommendations for the conservation, funding, management, and development of the Heritage Area;

(2) include a description of actions and commitments that governments, private organizations, and citizens will take to protect, enhance, and interpret the natural, historic, cultural, scenic, Tribal, educational, and recreational resources of the Heritage Area;

(3) describe a program of implementation for the management plan that includes—

(A) performance goals and ongoing performance evaluation;

(B) plans for resource protection, enhancement and interpretation; and

(C) specific commitments for implementation that have been made by the local coordinating entity or any government, Tribe, organization, business or individual;

(4) include an interpretative plan for the Heritage Area;

(5) take into consideration existing State, county, local, and Tribal plans;

(6) specify the existing and potential sources of funding to protect, manage, and develop the Heritage Area;

(7) include an inventory of the natural, historic, cultural, scenic, Tribal, educational, and recreational resources of the Heritage Area relating to the themes of the Heritage Area that should be preserved, restored, managed, developed, or maintained; and

(8) include an analysis of, and recommendations for, ways in which Federal, State, local, and Tribal government programs, may best be coordinated to further the purposes of this title, including recommendations for the role of the National Park Service in the Heritage Area.

(c) APPROVAL AND DISAPPROVAL OF MANAGEMENT PLAN.—

(1) IN GENERAL.—Not later than 180 days after the date on which the local coordinating entity submits the management plan to the Secretary, the Secretary, in consultation with the States, affected counties, and Tribal governments, shall approve or disapprove the proposed management plan.

(2) CONSIDERATIONS.—In determining whether to approve or disapprove the management plan, the Secretary shall consider whether—

(A) the local coordinating entity is representative of the diverse interests of the Heritage Area, including governments, natural and historic resource preservation organizations, Tribes, educational institutions, businesses, and recreational organizations;

(B) the local coordinating entity has provided adequate opportunities (including public meetings) for public, Tribal, and governmental involvement in the preparation of the management plan;

(C) the resource protection and interpretation strategies contained in the management plan, if implemented, would adequately protect the natural, historic, Tribal, cultural, and recreational resources of the Heritage Area; and

(D) the management plan is supported by the appropriate State, local, and Tribal officials, the cooperation of which is needed to ensure the effective implementation of the State, local, and Tribal aspects of the management plan.

(3) DISAPPROVAL AND REVISIONS.—

(A) IN GENERAL.—If the Secretary disapproves a proposed management plan, the Secretary shall—

(i) advise the local coordinating entity, in writing, of the reasons for the disapproval; and

(ii) make recommendations for revision of the proposed management plan.

(B) APPROVAL OR DISAPPROVAL.—The Secretary shall approve or disapprove a revised management plan not later than 180 days after the date on which the revised management plan is submitted.

(d) APPROVAL OF AMENDMENTS.—The Secretary shall review and approve or disapprove substantial amendments to the management plan in accordance with subsection (c).

SEC. 407. RELATIONSHIP TO TRIBAL GOVERNMENTS.

Nothing in this title shall construe, define, waive limit, or affect any rights of any federally recognized Indian Tribe and Federal trust responsibility.

SEC. 408. RELATIONSHIP TO OTHER FEDERAL AGENCIES.

(a) IN GENERAL.—Nothing in this title affects the authority of a Federal agency to provide technical or financial assistance under any other law.

(b) CONSULTATION AND COORDINATION.—The head of any Federal agency planning to conduct activities that may have an impact on the Heritage Area is encouraged to consult and coordinate the activities with the Secretary and the local coordinating entity to the extent practicable.

(c) OTHER FEDERAL AGENCIES.—Nothing in this title—

(1) modifies, alters, or amends any law or regulation authorizing a Federal agency to manage Federal land under the jurisdiction of the Federal agency;

(2) limits the discretion of a Federal land manager to implement an approved land use plan within the boundaries of the Heritage Area; or

(3) modifies, alters, or amends any authorized use of Federal land under the jurisdiction of a Federal agency.

SEC. 409. PRIVATE PROPERTY AND REGULATORY PROTECTIONS.

Nothing in this title—

(1) abridges the rights of any property owner (whether public or private), including the right to re-

frain from participating in any plan, project, program, or activity conducted within the Heritage Area;

(2) requires any property owner to permit public access (including access by Federal, State, or local agencies) to the property of the property owner, or to modify public access or use of property of the property owner under any other Federal, State, or local law;

(3) alters any duly adopted land use regulation, approved land use plan, or other regulatory authority of any Federal, State, Tribal or local agency, or conveys any land use or other regulatory authority to the local coordinating entity;

(4) authorizes or implies the reservation or appropriation of water or water rights;

(5) affects the licensing or relicensing of facilities by the Federal Energy Regulatory Commission within the proposed Heritage Area;

(6) diminishes the authority of the States to manage fish and wildlife, including the regulation of fishing and hunting within the Heritage Area or the authority of Tribes to regulate their members with respect to such matters in the exercise of Tribal treaty rights; or

(7) creates any liability, or affects any liability under any other law, of any private property owner with respect to any person injured on the private property.

SEC. 410. EVALUATION; REPORT.

(a) IN GENERAL.—Not later than 3 years before the date specified under section 411, the Secretary shall—

(1) conduct an evaluation of the accomplishments of the Heritage Area; and

(2) prepare a report in accordance with subsection (c).

(b) EVALUATION.—An evaluation conducted under subsection (a)(1) shall—

(1) assess the progress of the local coordinating entity with respect to—

(A) accomplishing the purposes of this title for the Heritage Area; and

(B) achieving the goals and objectives of the approved management plan for the Heritage Area;

(2) analyze the Federal, State, local, Tribal, and private investments in the Heritage Area to determine the leverage and impact of the investments; and

(3) review the management structure, partnership relationships, and funding of the Heritage Area for purposes of identifying the critical components for sustainability of the Heritage Area.

(c) REPORT.—

(1) IN GENERAL.—Based on the evaluation conducted under subsection (a)(1), the Secretary shall prepare a report that includes recommendations for the future role of the National Park Service, if any, with respect to the Heritage Area.

(2) SUBMISSION TO CONGRESS.—On completion of the report, the Secretary shall submit the report to—

(A) the Committee on Energy and Natural Resources of the Senate; and

(B) the Committee on Natural Resources of the House of Representatives.

SEC. 411. TERMINATION OF AUTHORITY.

The authority of the Secretary to provide assistance under this title terminates on the date that is 15 years after the date of enactment of this title.

○

6/14/06

INTER-LOCAL COOPERATION AGREEMENT/ MEMORANDUM OF UNDERSTANDING (MOU) 06-MU-11046000-066 for the BEAR RIVER HERITAGE AREA

between

Box Elder County, Cache County, Rich County, Bear Lake County, Caribou County, Oneida County, Franklin County, Brigham City, Tremonton City, Wellsville City, City of Logan, Hyrum City, City of Soda Springs, City of Bancroft, City of Grace, City of Malad, Bridgerland Travel Region (Cache Valley Tourism), Cache Chamber of Commerce, Brigham City Chamber of Commerce, Bear River Valley Chamber of Commerce, Bear Lake Rendezvous Chamber of Commerce, Greater Bear Lake Valley Chamber of Commerce, Malad City/Oneida County Economic Development Board, Northwest Band of the Shoshone Nation, American West Heritage Center, Utah State University Extension, USU Small Business Development Center, USU Mountain West Center for Regional Studies, Bear River Association of Governments, Bear River Economic Development District, Bear River RC&D, Bear Lake Regional Commission, Pioneer Country Travel Council, Cache Valley Idaho Development Corporation, Preston Area Chamber of Commerce, Soda Springs Chamber of Commerce, Grace Chamber of Commerce, National Oregon California Trail Center Alliance for the Varied Arts, Corinne City, Capital Arts Alliance, Chesterfield Foundation (known as local parties)

Utah Heritage Foundation, Utah Heritage Products Alliance (known as other parties)

AND

Governor of the State of Utah, Utah Department of Community and Economic Development Utah Division of Community Development, Utah Division of Business Development, Utah Division of State History, Utah Arts Council, Utah Division of Travel/Development and Tourism

Governor of the State of Idaho, Idaho Commission on the Arts, Idaho Department of Commerce, Idaho Division of Tourism, Idaho Division of Rural Development, Idaho Division of Economic Development, Idaho Humanities Council, Idaho Department of Parks and Recreation

USDA Forest Service Region 4

(known as state and federal parties)

THE PURPOSE OF THIS AGREEMENT/MOU, which is entered into pursuant

to the provisions of the Inter-Local Cooperation Act, Sections 11-13-1, et. Seq., Utah Code Annotated, and Idaho Code Title 67, Section 67-2326 Joint action by public agencies, through Section 67-2330 Approval of appropriate state officer or agency, is to provide greater opportunity for partners in the Bear River region in Northern Utah and Southeastern Idaho to work together in identifying, preserving, and enhancing our natural, cultural, and economic heritage and stabilizing and expanding the economic opportunities associated with our heritage.

The Bear River Heritage Area consists of seven counties: Bear Lake, Caribou, Franklin, and Oneida in Idaho; and Box Elder, Cache, and Rich in Utah. It is a consortium of many organizations in government, business, education, tourism, recreation, and other areas.

WHEREAS, it is the purpose of the Act to permit local government units to make the most effective use of their powers by enabling them to cooperate with other localities on the basis of their mutual advantage and thereby to provide services and facilities in a manner and in an organizational form that will work best with geographic, economic, population, and other factors. This effective use of powers enhances development of the local communities and provides the benefits of economies of scale, economic development, and the overall promotion and general welfare of the local governments and the state; and

WHEREAS, any power or powers, privileges, or authorities exercised or capable of exercise by a political subdivision or agency of this state may be exercised and enjoyed jointly with any other political subdivision or agency of this State and jointly with any public agency of the United States that permits such joint exercise or enjoyment; and

WHEREAS, any two or more political subdivisions and any agency of the states of Utah and Idaho and any agency of the United States may enter into agreements with one another for joint or cooperative action pursuant to the Inter-Local Cooperation Act and Idaho Code Title 67; and

WHEREAS, any two or more political subdivisions and any agency of the states of Utah and Idaho and any agency of the United States may agree to create a separate legal or administrative entity to accomplish the purposes of their joint or cooperative action, including the undertaking and financing of facilities or improvements to provide the services contemplated by this Agreement/MOU; and

WHEREAS, counties in Northern Utah and Southern Idaho enjoy a common heritage and enjoy related and diverse natural and cultural resources, tourism opportunities, and economic bases; and

WHEREAS, the local parties identified herein are committed to the preservation and rehabilitation of their natural, cultural, and economic heritage, and are committed to the growth and stabilization of their economic and tourism base while preserving and expanding their cultural heritage; and

WHEREAS, local parties have chosen to join together for the exercise of their individual and

joint powers and authorities for their individual and mutual purposes and for providing joint facilities, services, and improvements that will benefit the counties, the communities therein, the region, and the individuals and businesses residing in and coming to the region; and

WHEREAS, entry into and execution of this Agreement/MOU constitutes a lawful and public purpose of each of the parties to advance and enhance the interests and benefits of the parties and their residents; and

WHEREAS, Northern Utah and Southern Idaho have a unique history and culture embodied in their buildings, agricultural enterprises and food products, handicrafts, events, pageants, folk life, traditional recreation, and other aspects of their communities; and

WHEREAS, participation in this Agreement/MOU appropriately reflects the authority of the various parties under this Agreement/MOU and is a proper organizational structure to allow a smooth and lawful accomplishment of the purposes of this Agreement/MOU.

NOW THEREFORE, the parties agree as follows:

1. That the Bear River Heritage Area Council shall consist of at least one representative from each of the parties who have entered into this Inter-Local Cooperation Agreement/MOU.
2. That the Council shall choose a chair from among its members.
3. That the chair may convene such meetings as he or she deems necessary, but not less than four per year.
4. That the Council may adopt such rules, regulations, and by-laws as are consistent with the terms of this Agreement/MOU.
5. That the provisions of this Agreement/MOU regarding the creation and duties of the Council may be modified and amended by written agreement of the parties.
6. That the Council shall be authorized to raise and receive monies, charge fees for its services, and, to the extent of its budget, hire agents and employees and expend monies for the purposes stated therein.
7. That the Council may hire or designate an executive director who shall be charged with the executive operating authority of the Council, subject to control and direction by the Council.
8. That the Council is authorized to enter into agreements with public and private entities to accomplish the purposes stated herein.
9. That each partner shall provide administrative and technical support, on a pro rata basis and as agreed, to enable the Council to accomplish the purposes of this Agreement/MOU, and shall supply such other support as is necessary and as agreed.
10. That the parties hereby recognize that the staff of the Bear River Association of Governments and Bear River Economic Development District shall serve as staff for the Bear River Heritage Area Council and shall be charged with facilitating the accomplishment the purposes of this Cooperative Agreement/MOU.

The local parties specifically agree that the Council has the following duties, and responsibilities:
Plans and Strategies

1. Prepare a strategic plan for implementation of this Agreement/MOU that articulates the vision, mission, and organizational structure of this Agreement/MOU.

2. Prepare an annual work plan that identifies projects, revenues, and expenditures. (The Forest Service will need to enter into separate agreements to exchange anything of value, obligate, or collect funds.)

3. Coordinate with other private, local, state, and federal plans as appropriate.

Products and Programs

1. Create, utilize, and maintain the following products and programs:

A. Input and maintain the data base of existing and potential heritage attractions, landscapes, sites, facilities, services, events, artists, and products using the Utahreach data base housed at Utah State University.

B. Print a directory of heritage attractions, landscapes, sites, facilities, services, events, artists, and products.

C. Develop a Travel Guide for the Bear River Heritage Area.

D. Implement the projects and programs identified in the annual work plans.

Central Office

1. Create and provide an adequately equipped central office that is set up with a computer that has access to the state wide area network (WAN).
2. Maintain access to all products, services, and programs of the Council.

Other State and Federal parties signing below agree to provide such assistance and benefits and perform specific duties as follows and as resources permit shall:

1. Assist the council with funding, technical assistance, and other services related to the implementation of this Agreement/MOU consistent with their various missions and responsibilities.
2. Assist in preparing and implementing Plans and Strategies under this Agreement/MOU.
3. Assist in creating, utilizing, and maintaining Products and Programs under this Agreement/MOU.

In Addition to the Services Agreed to above:
Utah Division of State History shall: provide $3,000.00 to the Council upon the signing of this Agreement/MOU.

Utah and Idaho State Parks and Recreation and the USDA Forest Service shall:

1. Assist with interpretation of heritage sites.
2. Assist with networking of heritage sites and programs.

Utah Heritage Products Alliance shall:

1. Expand their membership to include heritage business owners from the Bear River Heritage Area.
2. Assist in marketing heritage industries along and near Highway 89 from Farmington north to southern Idaho.

All parties further and generally agree as follows:

1. To provide resources, services, and expertise consistent with their respective missions, purposes, and abilities.
2. That this Agreement/MOU does not bind any partner or other party to provide future monetary or other support except as further agreed or as agreed herein.
3. That other entities may join this Agreement/MOU by committing services, products, or other assistance consistent with the principles of this Agreement/MOU.
4. That any partner may withdraw from this Agreement/MOU at any time by providing written notice to the Director.
5. That this Agreement/MOU may be modified and amended by written agreement of the parties hereto.
6. That all activities and projects under this Agreement/MOU shall be conducted in accordance with the applicable laws, regulations, and general provisions of the Unites States and the states of Utah and Idaho, specifically including the state and federal civil rights laws and the Americans with Disabilities Act.
7. That nothing in this Agreement/MOU shall be construed as enlarging or diminishing the responsibility and authority of any of the parties involved.
8. Entities committed to protecting and enhancing the heritage assets and economies in the Bear River Region and willing to become active parties in developing projects and programs with the Bear River Heritage Area may be incorporated into this Agreement/MOU upon signature of the legal representative of said entity.
9. Notwithstanding any of the above provisions which allow parties by written agreement to modify, amend, or decline further participation in this Agreement/MOU, this Agreement/MOU will remain in place until renewal or January 2012.

MANDATORY FOREST SERVICE PROVISIONS as of 2/15/06:
IT IS MUTUALLY AGREED AND UNDERSTOON BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Department of Agriculture, Forest Service and other local parties, other parties, and state and federal parties, and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Department of Agriculture, Forest Service or other local parties, other parties, and state and federal parties and the subsequent written concurrence of the other(s). Either the Department of Agriculture or other local parties, other parties, and state and federal parties may terminate this MOU with a 60-day written notice to the other(s).

4. RESPONSIBILITIES OF PARTIES. The Department of Agriculture, Forest Service and other local parties, other parties, and state and federal parties and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact (see addendum 2 for specific districts)	**Cooperators' Project Contact (see addendum 3 for other cooperators)**
Jack Troyer	Elaine Thatcher
Regional Forester	Chairman
USDA Forest Service Region 4	USU Mountain West Center
Federal Building 324 25th Street	c/o 0735 Old Main Hill
Ogden, UT 84401	Logan, Utah 84322-0735
Phone: 801-625-5605	Phone: (435) 797-0299
FAX: 801-625-5359	FAX: (435) 797-3899
E-Mail: jtroyer@fs.fed.us	E-Mail: elainet@hass.usu.edu

Forest Service Administrative Contact	**Cooperators' Administrative Contact**
Doris Mackey	Cindy Hall Bilskie
Grants & Agreements	Community & Economic Development Director
USDA Forest Service Region 4	Bear River Association of Governments
Federal Building 324 25th Street	170 North Main
Ogden, UT 84401	Logan, Utah 84321
Phone: 801-625-5812	Phone: (435) 752-7242
FAX: 801-625-5365	FAX: (435) 752-6962
E-Mail: dmackey@fs.fed.us	E-Mail: cindyb@brag.utah.gov

6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate the Department of Agriculture, Forest Service or other local parties, other parties, and state and federal parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Department of Agriculture, Forest Service and other local parties, other parties, and state and federal parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statues and regulations.

7. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperators are authorized to act in their respective areas for matters related to this MOU.

_____ _____

ELAINE THATCHER Date
Chairman
Bear River Heritage Area

_____ _____

JACK G. TROYER Date
Regional Forester
USDA Forest Service Region 4

THE UNDERSIGNED REPRESENT THE ORGANIZATION AS INDICATED
BEAR RIVER HERITAGE AREA COUNCIL MEMBERS:

Box Elder County
Signed:

_____

Cache County
Signed:

_____

Rich County
Signed:

_____

Brigham City
Signed:

_____

Willard City
Signed:

_____

Tremonton City
Signed:

_____

Wellsville City
Signed:

_____

City of Logan
Signed:

_____

Hyrum City
Signed:

_____

Richmond City
Signed:

_____

City of Soda Springs
Signed:

_____

City of Bancroft
Signed:

_____

City of Grace
Signed:

_____

Bridgerland Travel Region
Signed:

_____

Cache Chamber of Commerce
Signed:

_____

Brigham City Chamber of Commerce
Signed:

_____

Bear River Valley Chamber of Commerce
Signed:

_____

Bear Lake Rendezvous Chamber of Commerce
Signed:

_____

Greater Bear Lake Valley Chamber of Commerce
Signed:

_____

Preston Area Chamber of Commerce
Signed:

_____

Soda Springs Chamber of Commerce
Signed:

_____

Montpelier Chamber of Commerce
Signed:

_____

Malad City/Oneida County Economic Development Board
Signed:

_____

Northwest Band of the Shoshone Nation
Signed:

_____

Utah State University, Extension
Signed:

_____

Bear River Association of Governments
Signed:

_____

Bear River RC&D
Signed:

_____

Pioneer Country Travel Council
Signed:

_____

Alliance for the Varied Arts
Signed:

_____

Corinne City
Signed:

_____

Cache Valley Idaho Development Corporation
Signed:

_____

Grace Chamber of Commerce
Signed:

_____

Malad Chamber of Commerce
Signed:

_____

Caribou Historical Society
Signed:

_____

American West Heritage Center
Signed:

_____

USU, Small Business Development Center
Signed:

_____

Bear River Economic Development District
Signed:

_____

Bear Lake Regional Commission
Signed:

_____

National Oregon California Trail Center
Signed:

_____

Chesterfield Foundation
Signed:

_____

Perry City
Signed:

_____

Capital Arts Alliance
Signed:

_____

USU Mountain West Center for Regional Studies
Signed:

_____

Bear Lake County
Signed:

_____

Caribou County
Signed:

_____

Oneida County
Signed:

_____

Franklin County
Signed:

_____

OTHER, STATE and FEDERAL PARTIES

Governor Michael O. Leavitt
Signed:

_____

Governor's Rural Partnership Office
Signed:

_____

Utah Heritage Foundation

Signed:

_____

Utah Department of Community and Economic Development
Signed:

_____

Utah Division of Community Development
Signed:

_____

Utah Division of Business Development
Signed:

_____

Utah Division of State History
Signed:

_____

Utah Arts Council
Signed:

_____

Utah Division of Travel Development/Tourism
Signed:

_____

Utah Department of Agriculture
Signed:

_____

USDA Forest Service Region 4
Signed:

_____

Governor Dirk Kempthorne
Signed:

_____

Idaho Commission on the Arts
Signed:

_____

Idaho State Historical Society
Signed:

_____

Idaho Department of Commerce, Division of Rural Development
Signed:

_____

Idaho Department of Commerce, Division of Economic Development
Signed:

_____

Idaho Department of Parks and Recreation
Signed:

_____

Idaho Humanities Council
Signed:

_____

Bear River Heritage Area
National Forest Contacts Addendum 2

Caribou-Targhee National Forest and Curlew National Grassland
Caribou, Bear Lake, Franklin, Oneida
Supervisors Office
1405 Hollipark Drive
Idaho Falls, Idaho 83401 (208) 524-7500Forest Supervisor: Lawrence
Timchakltimchak@fs.fed.us

Soda Springs Ranger District
Caribou County
410 Hooper Ave.
Soda Springs, Idaho 83276
(208) 547-4356
District Ranger: Dave Whittekiend
dwhittekiend@fs.fed.us

Montpelier Ranger District,
Bear Lake County322 North 4th Street
Montpelier, Idaho 83254
(208) 847-0375
District Ranger: Dennis Duehren
dduehren@fs.fed.us

Westside Ranger District
Malad Office, Oneida County
75 South 140 East
P.O. Box 146
Malad, Idaho 83252
(208) 766-4743

Pocatello Office,
Franklin and Box Elder Counties
4350 Cliffs Drive
Pocatello, Idaho 83204
(208) 236-7500

District Ranger: Jerald Towerjtower@fs.fed.us

Sawtooth National Forest
Oneida County, Box Elder County
2647 Kimberly Rd. E.
Twin Falls, ID. 83301
(208) 737-3200
Forest Supervisor: Ruth Monahan
rmonahan@fs.fed.us

Minidoka Ranger District
Oneida County, Box Elder County
Phone: (208) 678-0430
3650 South Overland
Burley, ID 83318-3242
Scott Nannenga, District Rangersnannenga@fs.fed.us

Wasatch-Cache National Forest
Box Elder, Rich, Cache counties
8236 Federal Building
125 S. State Street
Salt Lake City, UT 84138
(801) 236-3400
Forest Supervisor: Faye Krueger
fkrueger@fs.fed.us

Logan Ranger District
Box Elder, Rich, Cache counties
1500 East Highway 89
Logan, UT 84321
(435) 755-3620
District Ranger: Robert Cruz
rcruz@fs.fed.us

Ogden Ranger District
Box Elder, Rich counties
507 25th Street
Ogden, UT 84403
(801) 625-5112
District Ranger: Chip Sibbernsen
csibbernsen@fs.fed.us

Addendum 3
Inter Local Cooperation Agreement/
Memorandum of Understanding (MOU)
Bear River Heritage Area Cooperators

Box Elder County Commission
01 South Main St.
Brigham City, UT 84302
Phone: (435) 734-3391
Fax: (435) 734-2038

Cache County Council
199 North Main St.
Logan, UT 84321
Phone: (435) 755-1850
Fax: (435) 755-1981
lynn.lemon@cachecounty.org

Rich County Commission
P.O. Box 218
County Courthouse
Randolph, UT 84064-0218
Phone: (435) 793-2415
Fax: (435) 793-2410

Bear Lake County Commission
Dwight L. Cochran, Chair
P.O. Box 190
Paris, ID 83261
Phone: (208) 945-2212

Caribou County Commission
159 S. Main Street
County Courthouse
Soda Springs, ID 83276-1427
Phone: (208) 547-4342
Fax: (208) 547-4759

Oneida County Commission
10 Court Street Malad,
ID 83252-0191
Phone: (208) 766-4116 ext. 10
Fax: (208) 766-2448

Franklin County
Commission
County Courthouse
Preston, ID 83263-1234
Phone: (208) 852-1090
Fax: (208) 852-1094

Brigham City
Lou Ann Christensen, Mayor
20 North Main St., second floor
Brigham City, UT 84302
Phone: (435) 734-6612
lchristensen@brighamcity.utah.gov

Tremonton City
Max Weese, Mayor
102 South Tremonton
Tremonton, UT 84337
Phone: (435) 257-2628

Wellsville City
Ruth Maughan, Mayor

575 South, 200 West
Wellsville, UT

84339

BEAR RIVER HERITAGE AREA Contact List - May 2003

City of Logan
Randy Watts, Mayor
255 North Main
Streetmailto:mayor@loganutah.org
Logan, UT 84321
Phone: (435) 716-9002
mayor@loganutah.org

City of Hyrum
83 West Main Street
Hyrum, UT 84319
Phone: (435) 245-6033

Willard City
Ryan Tingey, Mayor
80 West, 50 South
Willard, UT 84340

Corinne City
Richard Nimori, Mayor
2420 North, 4000 West
Corinne, UT 84307

Perry City
3005 South 1200 West
Perry, UT 84302
Phone: (435) 734-4339
Fax: (435) 723-8584

Richmond City
Mike Hall, Mayor
6 West Main Street
Richmond, UT 84333

City of Bancroft
23 South Main Street
Bancroft, ID 83217
Phone: (208) 648-0839

Bear River City
Gil Miller, Mayor
550 North Main - Suite 317
Logan, UT 84321
Phone: (435) 752-1667
Fax: (435) 752-1689
eau@pcu.net

City of Grace
108 East Center Street
Grace, ID 83241
Phone: (208) 425-3533

City of Soda Springs
900 West, 200 South
Soda Springs, ID 83276
Phone: (208) 547-2600

City of Malad
59 Bannock Street
Malad, ID 83252
Phone: (208) 766-4010

Cache Valley Tourism
Cache Valley Visitor's Bureau
Julie Hollist
199 North Main Street
Logan, UT84321
Phone: (435) 752-2161
julie@tourcachevalley.com

Cache Chamber of Commerce
Cindy Roberts
160 North Main Street
Logan, UT 84321
Phone: (435) 752-2161

Brigham City Chamber of Commerce
06 North Main Street
Brigham City, UT 84302-0458
Phone: (435) 723-3931
Fax: (435) 723-5761

Bear River Valley Chamber of Commerce
P.O. Box 311
Tremonton, UT 84337
Phone: (435)257-7585
info@bearriverchamber.com

- Greater Bear Lake Valley Chamber of Commerce (TBA)
- Bear Lake Rendezvous Chamber of Commerce (TBA)
- Greater BL Valley Chamber of Commerce (TBA)

BEAR RIVER HERITAGE AREA Contact List - May 2003

Malad City/Oneida County
Economic Development Board
Kathy Ray
59 Bannock
Malad, ID 83252
Phone: (208) 766-9230
ecodevp@atcnet.net

Northwestern Band of Shoshone
Patty Timbimboo-Madsen
862 South Main #6
Brigham City, UT 84302
Phone: (435) 734-2286
Fax: (435) 734-0424
nwbandshoind@favorites.com

American West Heritage Center
Steve Delong
4025 South Hwy 89-91
Wellsville, UT 84339
Phone: (435) 245-6050
sdelong@awhc.org

USU Exstension
Steve Laing
Old Main Hill
Logan, UT 84322
Phone: (435) 797-2509
stevel@ext.usu.edu

Mountain West Center
Elaine Thatcher
0735 Old Main Hill
Logan, UT 84322-0735
Phone: (435) 797-0299
elaine.thatcher@usu.edu

Bear River Association of Governments
Cindy Bilskie
170 North Main Street
Logan, UT 84321
Phone: (435) 752-7242
Fax: (435) 752-6962
cindyb@brag.utah.gov

BEAR RIVER HERITAGE AREA Contact List - May 2003

Bear River Economic
Development District
Cindy Bilskie
170 North Main Street
Logan, UT 84321
Phone: (435) 752-7242
Fax: (435) 752-6962
cindyb@brag.utah.gov

Bear River RC&D
Scott Ferguson
1860 North 100 East
Logan, UT 84341-1784
Phone: (435) 753-3871 #34
Fax: (435) 755-2117
scott.ferguson@ut.usda.gov

Bear Lake Regional Commission
Allen Harrison
P.O. Box 26
Fish Haven, ID 83287
Phone: (208) 945-2333
Fax: (208) 945-2072
alharisn@dcdi.net

Pioneer Country Travel Council
Tony Varilone
450 North 730 East
Soda Springs, ID 83276
Phone: (208) 547-2600
Fax: (208) 547-2601
tonyv@cariboo@dcdi.net

Cache Valley Idaho Development
Corporation
Richard Westerberg,
561 West Oneida
Preston, ID 83263
Phone: 208-852-4009
Fax: 208-852-2812
rdwesterberg@msn.com

Franklin Co. Economic Dev.-
Preston Area Chamber of
Commerce
Penny Christensen
Preston, ID 83263
Phone: (208) 852-2703
Fax: (208) 852-2703
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Soda Springs Chamber of
Commerce
April Johnson
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Soda Springs, ID 83230
Phone: (208) 547-4964
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sodacoco@sodachamber.com

Grace Chamber of Commerce
Vivien Mendenhall
P.O. Box 214
Grace, ID 84321
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info@graceidaho.com

Alliance for the Varied Arts
Colleen Howe,
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o.com
35 West, 100 South
Logan, UT 84321
Phone: (435) 753-2970
ava_gallery@yahoo.com

National Oregon California Trail Center
320 North, 4th
Montpelier, ID 83254
Phone: (208) 847-3800
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Capital Arts Alliance
Mike Thomas
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Utah Heritage Foundation
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Phone: (801) 533-0858 ext. 105

Utah Heritage Products Alliance
Mont Bona, Director
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Mt. Pleasant, UT 84647
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Jon Huntsman Jr., UT Governor
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Salt Lake City, UT
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Utah Division of Community Dev.
Richard Bradford, Director
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Utah Division Business Development
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Salt Lake City, Utah 84111
Phone: (801) 538-8700
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Governor's Rural Partnership Office
Wes Curtis, Director
Southern Utah University
351 W. Center
Cedar City, UT 84720
Phone: (435) 586-7738

Utah Division of State History
Martin, Wilson
Div. of State History, Deputy SHPO
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Salt Lake City, UT 84101
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BEAR RIVER HERITAGE AREA Contact List - May 2003

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Folk Arts
617 East South Temple
Salt Lake City, UT 84102
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cedison@ucc.state.ut.us

Utah Division of Travel
Leigh von der Esch, Director
Utah Office of Tourism
Council Hall/Capitol Hill
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Governor Idaho
Dirk Kempthorne
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Phone: (208) 334-2100

Dan Harpole, Exec Director
Idaho Commission of the Arts
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Department of Rural and
Community Development
Idaho Department of
Commerce & Labor
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BEAR RIVER HERITAGE AREA Contact List - May 2003

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es.org
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Idaho Department of Commerce,
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Idaho Department of Parks and
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Boise, ID 83720-0065
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inquiry@idpr.state.id.us

INTER-LOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING (MOU)
ADDENDUM 4
BYLAWS of the BEAR RIVER HERITAGE AREA

ARTICLE I
NAME AND PURPOSES

Section 1.01. Name. The name of the organization is BEAR RIVER HERITAGE AREA (referred to hereinafter as BRHA).

Section 1.02. Purpose. The BRHA is organized under the Inter-local Cooperation Agreement for the Bear River Heritage Area, for the purpose of working together to identify, preserve, and enhance our natural, cultural, and economic heritage and to stabilize and expand upon the economic opportunities associated with the heritage of the area, which consists of the counties of Bear Lake, Caribou, Franklin, and Oneida in Idaho, and the counties of Box Elder, Cache, and Rich in Utah.

ARTICLE II
MEMBERSHIP

Section 2.01 Members of the Bear River Heritage Area shall be:

Section 2.01.01 The entities who have signed the Inter-Local Cooperation Agreement for the Bear River Heritage Area

Section 2.01.02 Businesses, individuals, sites, organizations, and attractions that have been endorsed by the Bear River Heritage Area board as Heritage Experiences, Sites, Products, Lodging, or Dining

2.01.03 At-large members, who are individuals who have an interest in the preservation and promotion of cultural heritage and who attend BRHA meetings or sign up for membership.

ARTICLE III
MEETINGS

Section 3.01 Membership Meetings. Membership meetings will be called by the Board at reasonable intervals, and will occur at least once per year.

Section 3.02 Board Meetings. The Board will meet monthly.

Section 3.03 Public and Other Meetings. The Board may call meetings for the public as it deems necessary. The public may also be invited to Membership Meetings.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.01 Board of Directors. A Board of Directors (referred to herein as the Board) elected by the membership shall be the governing body of the Bear River Heritage Area.

Section 4.01.02 Authority of the Board of Directors. The Board is empowered to make policy, to collect and expend funds, and to otherwise conduct business of the Bear River Heritage Area.

Section 4.01.03 Board of Directors Selection and Tenure. The Board shall consist of not less than seven (7) and not more than twenty (20) members. Each member shall hold office for a renewable term of three (3) years. Vacancies existing by reason of resignation, death, incapacity or removal before the expiration of Board members' terms shall be filled by a person elected by a majority vote of the Board. In the event of a tie vote, the Chair shall cast the deciding vote. A Board member elected to fill a vacancy shall be elected for the unexpired term of that Board member's predecessor in office.

Section 4.01.04 Composition of the Board of Directors
The Board shall consist of:

4.01.04.01 Up to two (2) tourism representatives designated by local or regional travel councils or visitors bureaus in the Idaho counties of Bear Lake, Caribou, Franklin, and Oneida

4.01.04.02 Up to two (2) tourism representatives designated by local or regional travel councils or visitors bureaus in the Utah counties of Box Elder, Cache, and Rich

4.01.04.03 At least one (1) regional cultural specialist such as a folklorist or historian.

4.01.04.04 Up to twelve (12) representatives from governments, agencies, institutions, businesses, tribes, or individuals who have an interest in the preservation and promotion of regional heritage within the boundaries of the BRHA

4.01.04.04 Other members as deemed necessary by the Board or membership.

Section 4.01.05 Ex Officio Board Members. Non-voting ex officio members of the Board shall consist of:

4.01.05.01 The Executive Director or other leading staff member of the BRHA.

4.01.05.02 Representatives of regional, state, and federal agencies with an interest in the preservation and promotion of heritage within the boundaries of the

BRHA, including but not limited to, the Bear River Association of Governments, state departments of fish and wildlife, state parks departments, the National Park Service, the USDA Forest Service, the Bureau of Land Management, and the Bureau of Reclamation.

Section 4.01.05. Resignation. Resignations of Board members are effective upon receipt of written notification by the Chair of the Bear River Heritage Area.

Section 4.01.06. Regular Meetings. The Board shall hold at least ten (10) regular meetings per calendar year. Meetings shall be at such dates, times and places as the Board shall determine.

Section 4.01.07. Special Meetings. Meetings shall be at such dates, times and places as the Chair or two (2) or more Board members shall determine.

Section 4.01.08. Notice. Notification of meetings will be mailed, telephoned, or e-mailed to each member of the Board not less than twenty-four (24) hours before such meeting.

Section 4.01.09. Quorum. A quorum shall consist of a majority of the Board members in office at any given time. All decisions will be by majority vote of those present (or present by teleconference) at a meeting at which a quorum is present.

Section 4.01.10. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board or of any committee may be taken without a meeting if all the members of the Board or committee consent in writing, including email, to taking the action without a meeting and to approving the specific action. Such consents shall have the same force and effect as a unanimous vote of the Board or of the Committee as the case may be.

Section 4.01.11. Participation in Meeting by Conference Telephone. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as members participating in such meeting can hear one another.

Section 4.02. Committees. The Board may, by resolution adopted by a majority of the Board members in office, establish committees of the Board composed of at least two (2) persons which may include non-Board members. The Board may make such provisions for appointment of the chair of such committees, establish such procedures to govern their activities, and delegate thereto such authority as may be necessary or desirable for the efficient management of the property, affairs, business, and/or activities of the Bear River Heritage Area.

Section 4.11. Nominating Committee. There shall be a Nominating Committee, composed of the Chair and at least one (1) other member of the Board and at least one (1) non-Board member of the BRHA. Each member of the Nominating Committee shall have one (1) vote and decision shall be made by the majority. The Nominating Committee shall recommend candidates for membership on the Board.

Section 4.12. Reimbursement. Board members shall serve without compensation with the exception that expenses incurred in the furtherance of the Area's business are allowed to be reimbursed with documentation and prior approval. Board members serving the organization in any other capacity, such as staff, are allowed to receive reimbursement therefore.

Section 4.13. Paid Staff. The Board may hire such paid staff as they deem proper and necessary for the operations of the Bear River Heritage Area. The powers and duties of the paid staff shall be as assigned or as delegated to be assigned by the Board.

ARTICLE V
OFFICERS

Section 5.01. Officers. The officers of the Bear River Heritage Area shall be Chair, Vice-Chair, and such other officers as the Board may designate.

Section 5.02. Appointment of Officers; Terms of Office. The officers of the Bear River Heritage Area shall be elected by the members. Terms of office may be established by the Board, but shall not exceed three (3) years. Officers shall hold office until a successor is duly elected and qualified. Officers shall be eligible for reappointment.

Section 5.03. Resignation. Resignations of officers are effective upon receipt by the Board of a written notification.

Section 5.04. Removal. An officer may be removed by the Board at a meeting, or by action in writing pursuant to Section 4.01.10, whenever in the Board's judgment the best interests of the Bear River Heritage Area will be served thereby. Any such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5.05. Vacancies. When an officer's position is vacant, the remaining Board members shall appoint from the membership a replacement for the balance of the vacated term.

Section 5.06. Chair. The Chair shall be a Board member of the Bear River Heritage Area and will preside at all meetings of the Board and the membership. The Chair shall perform all duties attendant to that office, subject, however, to the control of the Board, and shall perform such other duties as on occasion shall be assigned by the Board.

Section 5.07. Vice-Chair. The Vice-Chair shall be a Board member of the Bear River Heritage Area and will preside at meetings of the Board and the membership in the absence of or request of the Chair. The Vice-Chair shall perform other duties as requested and assigned by the Chair, subject to the control of the Board.

ARTICLE VI
INDEMNIFICATION

Every member of the Board, officer or employee of the Bear River Heritage Area may be indemnified by the Bear River Heritage Area against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon such members of the Board, officer or employee in connection with any threatened, pending, or completed action, suit or proceeding to which she/he may become involved by reason of her/his being or having been a member of the Board, officer, or employee of the Bear River Heritage Area, or any settlement thereof, unless adjudged therein to be liable for negligence or misconduct in the performance of her/his duties. Provided, however, that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Bear River Heritage Area. The foregoing right of indemnification shall be in addition and not exclusive of all other rights which such member of the Board, officer or employee is entitled.

ARTICLE VII
ADVISORY BOARDS AND COMMITTEES

Section 7.01. Establishment. The Board may establish one or more Advisory Boards or Committees.

Section 7.02. Size, Duration, and Responsibilities. The size, duration, and responsibilities of such Advisory Boards and Committees shall be established by a majority vote of the Board.

ARTICLE VIII
FINANCIAL ADMINISTRATION

Section 8.01. Fiscal Year. The fiscal year of the Bear River Heritage Area shall be July1 through June 30 but may be changed by resolution of the Board.

Section 8.02. Checks, Drafts, Etc. All checks, orders for the payment of money, bills of lading, warehouse receipts, obligations, bills of exchange, and insurance certificates shall be signed or endorsed by such officer or officers or agent or agents of the Bear River Heritage Area and in such manner as shall from time to time be determined by resolution of the Board or of any committee to which such authority has been delegated by the Board.

Section 8.03. Deposits and Accounts. All funds of the Bear River Heritage Area, not otherwise employed, shall be deposited from time to time in general or special accounts in such banks, trust companies, or other depositories as the Board or any Committee to which such authority has been delegated by the Board may select, or as may be selected by the Chair or by any other officer or officers or agent or agents of the Bear River Heritage Area, to whom such power may from time to time be delegated by the Board. For the purpose of deposit and for the purpose of collection for that account of the Bear River Heritage Area, checks, drafts, and other orders of the Bear River Heritage Area may be endorsed, assigned, and delivered on behalf of the Bear River Heritage Area by any officer or agent of the Bear River Heritage Area.

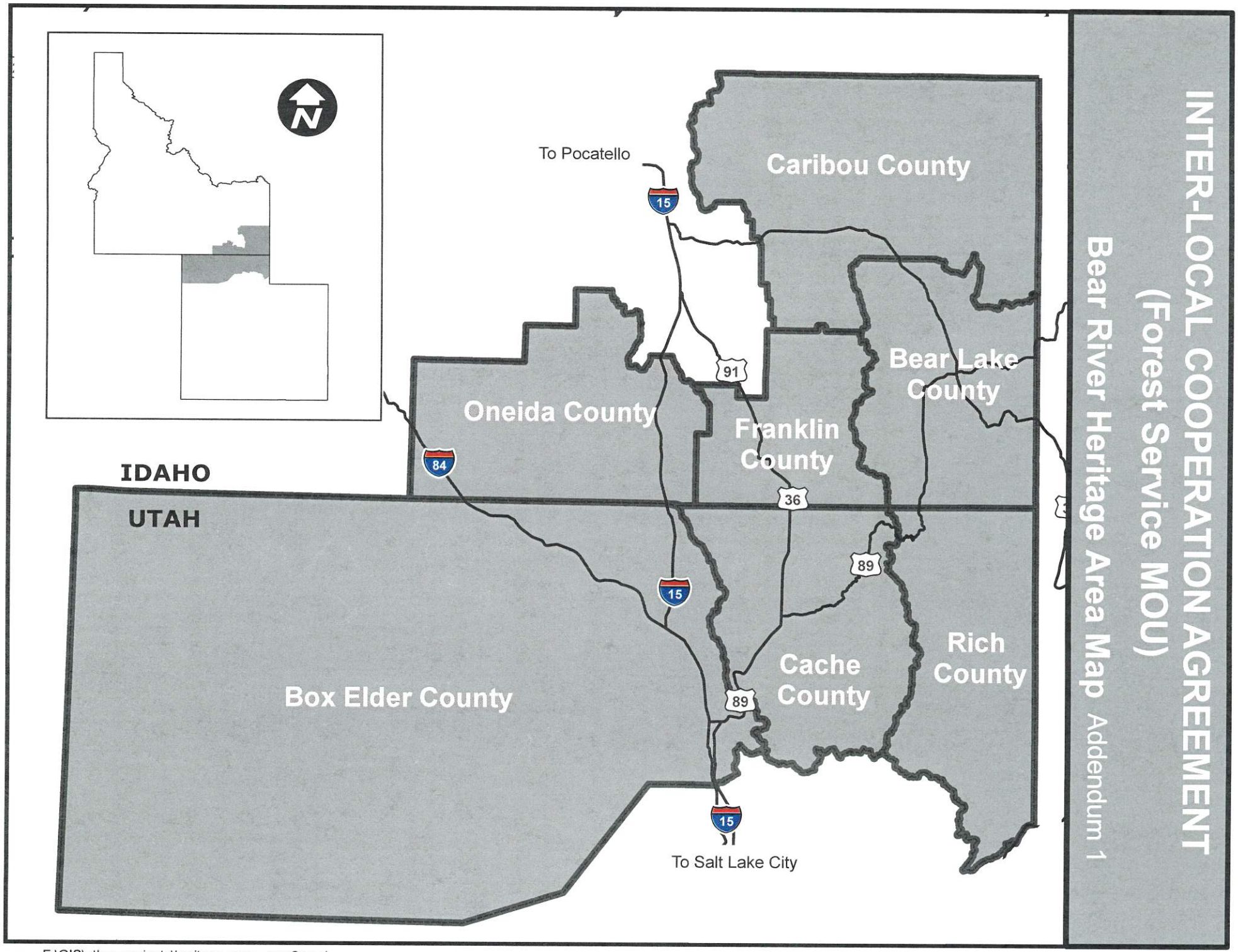
ARTICLE IX
BOOKS AND RECORDS

Correct books of account of the activities and transactions of the Bear River Heritage Area shall be maintained by the Board of the Bear River Heritage Area. These shall include a copy of these Bylaws and all minutes of meetings of the Board and the membership.

ARTICLE X
AMENDMENT OF BYLAWS

These Bylaws may be amended by a majority vote of the membership, provided prior notice is given of the proposed amendment in the notice of the meeting at which such action is taken, or provided all members waive such notice, or by unanimous consent in writing without a meeting pursuant to Section 4.01.10.

DRAFTED March 20, 2006


INTER-LOCAL COOPERATION AGREEMENT
(Forest Service MOU)
Bear River Heritage Area Map Addendum 1
To Pocatello
Caribou County
15
91
Bear Lake County
Oneida County
Franklin County
84
IDAHO
UTAH
36
89
15
Rich County
Cache County
Box Elder County
89
15
To Salt Lake City
F:\GIS\other_projects\heritage_area_map2.mxd

Resolution 035-2019

A RESOLUTION APPROVING THE DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT (DEVELOPMENT AGREEMENT) FOR JENSEN FARM SUBDIVISION, A 5-LOT RESIDENTIAL SUBDIVISION IN A SINGLE-FAMILY TRADITIONAL DISTRICT, LOCATED IN THE GENERAL AREA OF 196 W 100 N, PROVIDENCE UT.

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, Danny Macfarlane, agent for Big Dutch LLC, is requesting approval of the attached Development and Public Improvement Installation Agreement for Jensen Farm Subdivision, a 5-lot residential subdivision in a Single-Family Traditional (SFT) District, located in the general area of 196 W 100 N, Providence UT.

- 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 will consider for approval the Final Plat for the Jensen Subdivision during their October 22, 2019 meeting.
- The construction drawings are being reviewed by the City Engineer and Public Works Director.

THEREFORE be it resolved by the Providence City Council:

- The request by Danny Macfarlane, shall be granted and the attached Development Agreement shall be approved.
- The Mayor and City Recorder are hereby authorized to execute said agreement.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 22 day of October, 2019.

Council Vote:				
Allen, Kirk	() Yes	( ) No () Excused	( ) Abstained	( ) Absent
Eck, Kristina	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Fresz, Brent	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Giles, Dennis	( ) Yes	( ) No () Excused	( ) Abstained	( ) Absent
Sneddon, Roy	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, City Recorder

DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT FOR THE JENSEN FARM SUBDIVISION

This DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into this _____ day of October, 2019, by and between Big Dutch LLC, a Utah limited liability company (hereinafter "Developer") and the City of Providence (hereinafter "City"), a municipal corporation.

RECITALS

A. WHEREAS, the Developer is the owner of certain parcels of real property (the "Development Property") located within the corporate limits of the City;

B. WHEREAS, the City is a Utah municipal corporation that has jurisdiction over the development of the Development Property;

C. WHEREAS, the Developer has submitted to the City a final plat of the Development Property and the City's Land Use Authority has approved the final plat for the Development (hereinafter "Final Plat") in accordance with applicable Subdivision Ordinances of the City. A copy of the fully executed Final Plat is on file at the City Offices;

D. WHEREAS, the Developer has submitted to the City proposed construction drawings and the City has approved the same (hereinafter "Approved Construction Drawings"). A copy of the Approved Construction Drawings is on file at the City Offices;

E. WHEREAS, the Developer, pursuant to this Agreement and the requirements associated with the approved Final Plat, Construction Drawings and relevant City Ordinances, agrees to construct certain public improvements, including ,but not limited to improvements in access, streets, water, sewer, utilities, parks, trails, street lights etc.;

F. WHEREAS, pursuant to City Ordinances, Developer is required to furnish security of performance to secure the completion of all of the required Public Improvements and a warranty bond to protect against defects in those improvements;

G. WHEREAS, the parties understand and intend that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. § 10-9a-102 (2008).

H. WHEREAS, the Parties acknowledge that entering into this Agreement will provide benefits to each Party above and beyond the legal rights of each Party in the absence of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. PUBLIC IMPROVEMENTS

Developer agrees to construct all Public Improvements as required by City Ordinances and this

Agreement (hereinafter "Public Improvements") and in conformance with the Construction Plans, Final Plat, Providence City Corporation Department of Public Works Standards and Specifications Manual (hereinafter "Standards and Specifications Manual") and all other applicable City, State and Federal Codes and regulations. The parties agree and acknowledge that the following Public Improvements required in this Agreement and pursuant to the Final Plat and Approved Construction Drawings are lawful exactions under Utah Code Ann. § 10-9a-508 (2009).

1.1 **Street Improvements**. The Developer agrees to construct the street(s) as indicated on the Final Plat and Approved Construction Drawings.

1.1.1 **Seal Coat on Asphalt Surfaces.** 100 North and 200 West are existing streets. Seal coat will not be required from this development.

1.2 **Culinary Water Improvements**. Developer agrees to install the following culinary water improvements in accordance with the Standards and Specifications Manual and as shown on the Approved Construction Drawings:

1.2.1 **Extension of Water Main.** Main lines exist in 100 North and 200 West; main line extension will not be required for this development.

1.2.2 **Services into Each Lot.** The Developer agrees to install water services into each lot as shown on the Approved Construction Plans.

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.

1.3.1 Providence City complies with the State minimum requirements for water pressure and fire flow for all residential structures. The Developer acknowledges and agrees to notify all lot purchasers that builders and/or owners of residential structures of any size may be required to mitigate fire flow requirements. Mitigation strategies may include but are not limited to: separation of fire areas, type of construction, the installation of a fire suppression system, increasing available water for fire flow, or a combination of strategies.

1.4 **Sensitive Areas.** Providence City Code 10-5-1: states "*All requests for permits involving a lot, parcel or site located wholly or partially within an area subject to the Hazard Flood (HF), Hazard Slope (HS), Hazard Water Table (HW) or Hazard Earthquake Primary Fault (HE), Hazard Wildfire (WF) regulations, shall be dealt with as a request for a conditional use permit under the provisions of Section 10-3-5 of this Title.*"

1.4.1 The Cache County GIS Parcel Summary indicates the following areas that may require further analysis: No sensitive areas.

1.5 **Sanitary Sewer Improvements**. Developer agrees to install the following sanitary sewer improvements in accordance with the Standards and Specifications Manual and as shown on the Approved Construction Drawings:

1.5.1 **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.

1.5.2 **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.

1.6 **Water Requirement**. Pursuant to Providence City Ordinance § 8-1-21, this development will require 1.80 acre-feet of water for indoor use, and 4.12 acre-feet of water for outdoor use; for a total requirement of 5.92 acre-feet. The Culinary Water Authority (CWA) for Providence City recommends requiring water stock/shares for indoor and outdoor use. The Developer agrees to convey to the City 6.0 water stock/shares.

1.7 **Irrigation Waterways, Private Laterals**

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

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

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

1.8 **Parks and Trails**. Not required.

1.9 **Landscaping**. No additional landscaping requirements.

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

1.10.1 None required for this development.

1.11 **Street Signs**. The Developer agrees to pay for the cost to purchase and the installation of roadway signs as required by the Public Works Director, including but not limited to the following signs: none required. The City shall install the signs. Any temporary delineators and barriers required during construction will be furnished, installed, and maintained by the Developer.

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

1.12.1 No off-site infrastructure requirements.

SECTION 2. CONSTRUCTION PERIOD

2.1 **Two Year Construction Period for Completion of Public Improvements**. Pursuant to Providence City Code § 11-5-3, construction of the Public Improvements must be completed within two years of the date the Approved Construction Drawings were signed by the City Engineer. Developer agrees to complete all required Public Improvements to the furthermost structure no later than the ____day of _____, 20___.

2.2 **Pre Construction Meeting**. Developer agrees to schedule and attend a Pre-Construction Meeting with the general contractor for the Development and City Staff prior to beginning any construction in the Development, including grading and trenching. Developer agrees to notify the general contractor and all appropriate subcontractors for the Development of their required attendance at the Pre Construction Meeting and that no construction can commence until after that meeting.

2.3 **Storm Water Control/Best Management Practices**.

2.3.1 **Storm Water System**. Developer will comply with all storm water requirements in Title 7, Chapter 8 of the Providence City Code and shall install a storm water system in accordance with the Providence City Corporation Department of Public Works Standards and Specifications Manual and as shown on the Approved Construction Drawings.

2.3.1.1 Although no additional roadways are being constructed as part of this project, the proposed development will lead to the addition of impervious rooftops and driveways. This additional storm water runoff has been calculated using the rational method for the 100-yr/24-hr storm assuming a predevelopment runoff rate of 0.2 cfs/acre. The additional storm water capacity for each lot has been calculated and shown in the Storm Water Storage Table on the final plat. Installation of storm water storage will be the responsibility of each individual lot owner and will be required prior to the City granting occupancy status to the owner. As part of the building permit process, each lot owner will be required to submit storm water plans for approval by the city.

2.3.2 **Best Management Practices.** Developer agrees to comply with all relevant best management practices identified in the Storm Water Pollution Prevention Plan.

2.3.3 **Maintenance of Infrastructure.** Developer agrees to perform routine maintenance of infrastructure as required by the City's Public Work's Director while the development is under construction and until the development is accepted by the City. Such maintenance may include, but is not limited to snow removal, cleaning of gutters and drop boxes, and maintaining water facilities.

2.3.4 **Declaration and Grant of Easement and Maintenance Agreement.** The Developer agrees to enter into a Declaration and Grant of Easement and Maintenance Agreement providing that the Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, shall maintain the Facilities in good working condition acceptable to the City and in accordance with the Schedule of Long Term Maintenance Activities. See attached Exhibit B.

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

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

SECTION 3. INSPECTION, ACCEPTANCE AND WARRANTY PERIOD FOR PUBLIC IMPROVEMENTS

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

3.1.1 Pursuant to Providence City Code 11-5-4, the Developer is responsible to either notify or cause his subcontractors to notify the City in order that the following mandatory approvals can be made. The City must receive a written notice of the approval from the City Engineer before the development can begin the next approval stage.

3.1.1.1 **Preconstruction Meeting**. A Pre-Construction Meeting will be held with the developer, general contractor for the Development, and City Staff prior to beginning any construction in the Development, including grading and trenching. (see 2.2 above)

3.1.1.2 **Minimum Improvements**. An inspection of the minimum improvements shall be made and the City Engineer will certify to the City, in writing, that the minimum improvements are complete prior to the issuance of any building permits.

3.1.1.3 **Substantial Completion**. A substantial completion inspection shall be made when the construction is one-hundred percent (100%) completed in accordance with the Approved Development and Public Improvement Installation Agreement and Approved Construction Drawings as modified by any change orders agreed to by the Developer and approved by the City Engineer.

3.1.1.4 **Final**. A final inspection shall be made when the construction and all items on the punch list are 100% complete and installed in accordance with the Approved Development and Public Improvement Installation Agreement and Approved Construction Drawings as modified by any change orders agreed to by the Developer and approved by the City Engineer.

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

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

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

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

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

SECTION 4. SECURITY OF PERFORMANCE

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

4.1.1 **Amount Required.** Developer agrees to provide security of performance in a form that is acceptable to the City and in the amount of $20,158, which amount

is not less than 110% of the reasonable value of the Public Improvements as determined by the City Engineer.

4.1.1.1 Change Orders. Change orders that occur after the security is in place may require the security of performance to be increased.

4.1.2 Partial Release. The Developer may request a partial release of the security of performance as portions of the required infrastructure are completed and accepted in accordance with this Development Agreement, Providence City Code, Providence City Standards and Specifications and any other applicable rules, policies, codes, and laws.

4.1.2.1 Partial Release Request. The Developer agrees partial release requests will be based on the line items and amounts listed in the Engineers Cost Estimate or the Contractor's Bid; and submitted in a format approved by the City.

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

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

SECTION 5. WARRANTY BOND

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

5.1.1 Amount Required. Developer agrees to tender to the City a Warranty Bond in the amount of $1,833 which amount is not less than 10% of the estimated cost of the construction of the Public Improvements.

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

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

5.3 Foreclosure on Warranty Bond. If Developer fails to repair or replace the defective Public Improvement to the satisfaction of the City and within the ninety (90) day time frame identified in § 3.3.1, the City may cause the defective Public Improvement(s) to be

repaired or replaced and foreclose on the Warranty Bond. The City may, in its discretion, use the Warranty Bond funds for purposes of paying for the repair or replacement of the defective Public Improvement(s) or reimbursing the City for funds spent by the City for the repair or replacement of the defective Public Improvement(s).

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

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

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

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

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

SECTION 6. CITY PARTICIPATION IN CONSTRUCTION COSTS OF IMPROVEMENTS

The parties agree and acknowledge that the City will not be sharing in the development costs for the Public Improvements with the Developer. The City does not have any obligation to pay, or

reimburse, Developer for any costs associated with the Public Improvements. Likewise, the City does not have any obligation to construct any of the Public Improvements or furnish any labor and/or materials for the construction of the same.

The City agrees to pay Developer the pro rata cost of the materials and installation of the Public Improvements as follows:

SECTION 7. APPLICATION UNDER FUTURE LAWS

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

SECTION 8. EXPIRATION OF FINAL PLAT DEVELOPMENTAL RIGHTS

Pursuant to Providence City Ordinance § 11-3-3, an approved Final Plat will be void if it is not recorded within one (1) year of approval of this Agreement by the City Council. Developer agrees and acknowledges that any vested right to proceed with the development of the Development Property will terminate upon the expiration of the Final Plat.

SECTION 9. MISCELLANENOUS

The following provisions are an integral part of this Agreement:

9.1 **Entire Agreement/Amendment**. With respect to the subject matter of this Agreement, this Agreement and other documents and instruments identified or contemplated by this Agreement constitute the parties' entire agreement, and may not be altered, modified or amended except as identified herein. All prior and contemporaneous agreements, arrangements and understandings between the parties respecting the subject matter of this Agreement are hereby superseded and rescinded.

9.2 **Term of Agreement.** The term of this Agreement shall be the shorter of (a) 15 years from the date the Agreement signed, or (b) build out, meaning the completion of all construction of all improvements pursuant to the Final Plat, Approved Construction Drawings, and this Agreement**.** The parties acknowledge and agree that the term of this Agreement does not alter or impact in any way the time restraints and deadlines prescribed in City Ordinances or Utah State Code, and Developer acknowledges that time restraints and deadlines prescribed in City Ordinances or Utah State Code will supersede the term of this Agreement.

9.3 **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9.4 **Counterparts.** This Agreement may be executed in counterparts, and the delivery of an executed signature page via facsimile shall have the same force and effect as the

delivery of an executed original.

9.5 **Captions**. The headings contained in this Agreement are for reference purposes only and shall not limit, expand or otherwise affect the construction of this Agreement.

9.6 **Severability**. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of the remaining provisions of this Agreement.

9.7 **Governing Law and Venue**. The parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any legal action involving a dispute concerning the interpretation or enforcement of this Agreement shall be brought only in the First Judicial District Court, County of Cache, State of Utah.

9.8 **Recitals and Exhibits**. All factual recitals set forth herein and referenced or attached exhibits shall be considered a part of this Agreement.

9.9 **No Third Party Rights/No Joint Venture**. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and the Developer. Further, the parties do not intend this Agreement create any third-party beneficiary rights. The parties acknowledge that the City has no interest in, responsibility for or duty to any third parties concerning the Public Improvements unless the City has accepted the dedication of such Public Improvements.

9.10 **Attorney Review, Voluntary Agreement.** Each Party acknowledges that it has had this Agreement reviewed by its attorney or has, in the alternative, specifically elected not to do so. Each Party further acknowledges that it is entering into this Agreement willingly and voluntarily with full knowledge of its legal rights and remedies, which it is entitled to under Utah law, and, that by entering into this Agreement, it will be bound to perform its obligations under this Agreement, irrespective of legal rights and remedies that it had, or may have had, in the absence of this Agreement.

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

9.12 **Reserved Legislative Powers**. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer with respect to use under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, as set forth in Utah Code Ann. § 10-9a-509. Any such proposed change affecting the vested rights of the Development Property shall be of general application to all development activity in the City; and, unless in good faith the City declares a bona fide emergency, Developer shall

be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Development Property under the compelling, countervailing public interest exception to the vested rights doctrine.

SIGNATURES TO FOLLOW ON NEXT PAGE

DRAFT

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

City of Providence

By: _____
John Drew, Mayor

Attest:

_____
Skarlet Bankhead, Recorder

STATE OF UTAH)
:
County of Cache)

On the _____ of _____, 2019, personally appeared before me, John Drew, and Skarlet Bankhead, who did say that they are the Mayor and City Recorder respectively of Providence, Utah, a Utah municipal corporation, and that the said instrument was signed in behalf of said corporation by authority of a resolution of the City Council and the aforesaid officers acknowledged to me that said corporation executed the same.

_____
Notary Public

Big Dutch LLC

_____
By: _____
Its: _____

STATE OF UTAH)
:
County of Cache)

On this _____ day of _____, 2019 personally appeared before me,
_____,
_____ who is personally known to me
_____ whose identity I proved of the basis of _____
_____ whose identity I proved on the oath/affirmation of _____,
and who by me duly sworn/affirmed, did say that he/she is the _____ of _____, and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors, and said _____ acknowledged to me that said Corporation executed the same.

_____
Notary Public
Commission Expires: _____

EXHIBIT A

Form of Public Improvement Repair Notice

[City of Providence Letterhead]

PUBLIC IMPROVEMENT REPAIR NOTICE

_____ Subdivision

[Date]

Re: Notice to Replace or Repair Defective Public Improvements

Dear _____:

This is to notify you that pursuant to an inspection by the City of Providence of the Public Improvements installed by you in accordance with that certain PUBLIC IMPROVEMENT INSTALLATION AND DEVELOPMENT AGREEMENT (the "Public Improvement Agreement") dated _____, 20__, the City of Providence has determined that certain Public Improvements installed by you are defective and require either repair or replacement. The defective Public Improvements are as follows:

[Set forth in detail the nature and extent of the defective Public Improvements]

You are hereby put on notice that unless you either repair or replace the defective Public Improvements as required by this Public Improvement Repair Notice within ninety (90) days *[or state a shorter time frame if the nature of the defective public improvements poses a health and/or safety hazard if not repaired before the 90 day period]* after your receipt of this Public Improvement Repair Notice, weather permitting, the City shall cause the Public Improvements to be repaired or replaced as set forth herein and shall draw upon the Developer Warranty Bond Funds deposited in accordance with the terms and conditions of the Public Improvement Agreement to reimburse the City for the cost of the repairs or replacement of said Public Improvements.

Sincerely Yours,
Providence City,

By:

Print Name

DRAFT

EXHIBIT B

WHEN RECORDED, MAIL TO:
Providence City Recorder
164 North Gateway Drive
Providence UT 84332

DECLARATION AND GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

This DECLARATION AND GRANT OF EASEMENT AND MAINTENANCE AGREEMENT (Retention / Detention Basin Improvements and Related Maintenance) is made and entered into as of this _____ day of _____, 2019 (the "Effective Date"), by and between Big Dutch LLC ("Property Owner") and Providence City, a municipal corporation of the State of Utah (the "City").

WHEREAS, Property Owner owns certain real property located in Providence City, Cache County, Utah, as more particularly described on attached Exhibit A (the "Property").

WHEREAS, pursuant to the terms and conditions of the Development and Public Improvement Installation Agreement (the "Development Agreement") for Jensen Farm Subdivision, dated the _____ day of _____, 2019, certain storm water drainage detention / retention basin facilities and related above-ground and below-ground pipelines and other facilities together with all necessary accessories and appurtenances have been or will be constructed and installed ("Facilities") in accordance with the plans and specifications set forth in the Approved Construction Drawings.

WHEREAS the Property Owner desires to grant, and the City desires to receive, a right of way easement over, across, under and through that portion of the Property generally depicted as the Facilities as shown on the Final Plat for the Jensen Farm Subdivision.

WHEREAS the purpose of the Facilities is to collect and store the "Permitted Storm Water" (as defined below) within; and the Property Owner, and their successors and assigns, hereby agrees to operate, maintain and repair, the Facilities improvements, subject to the terms and conditions of the Development Agreement and as set forth below.

NOW THEREFORE, to these ends and in consideration of the terms and conditions of this Grant of Easement and the Development Agreement, as well as the mutual benefits to be derived herefrom and therefrom, Property Owner, and their successors and assigns, agree as follows:

SECTION 1
The Facilities shall be constructed by the Property Owner in accordance with the approval plans and specifications for the development.

SECTION 2
The Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, shall maintain the Facilities in good working condition acceptable to the City and in accordance with the Schedule of Long Term Maintenance Activities agreed hereto and attached as Exhibit B.

SECTION 3
The Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the Facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry. All easements as shown on the Final Plat shall be maintained to allow access to the Facilities.

SECTION 4
In the event the Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, fails to maintain the Facilities as shown on the approved plans and specifications in good working order acceptable to the City, the City, with due notice, may enter the property and take whatever steps it deems necessary to return the Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

SECTION 5
In the event the City, pursuant to the Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City hereunder. If not paid within the prescribed time period, the City shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Property Owner's failure to maintain the Facilities.

SECTION 6
It is the intent of this agreement to insure the proper maintenance of the Facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by storm water runoff.

SECTION 7
Sediment accumulation resulting from the normal operation of the Facilities will be properly removed. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Accumulated sediments will be disposed of properly offsite.

SECTION 8
The Property Owner shall use the standard SMP Operation and Maintenance Inspection Report, available from the City and by this reference made a part hereof for the purpose of a minimal annual inspection of the Facilities by a qualified inspector. This annual inspection shall be submitted to the City on or before September 30 of each year, after inspection is completed by a qualified inspector.

SECTION 9
The Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the Facilities by the Property Owner or the City when the City acts in accordance with Section 4 of this Agreement. In the

event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgement or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

SECTION 10
This Agreement shall be recorded among the deed records of the Recorder of Cache County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs or assigns, including any homeowners association, and any other successors in interest.

SECTION 11
This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

SECTION 12
Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

DRAFT

PROPERTY OWNER

Signature: _____ Date: _____

Print: _____

Title: _____

Address: _____

City/State/Zip: _____

STATE OF UTAH)
:
COUNTY OF CACHE)

On this _____ day of _____, 2019, personally appeared before me _____, a notary public, personally appeared _____ proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the instrument, and acknowledged to me that he/she/they executed the same WITNESS my hand and official seal.

_____
Notary Public

CITY OF PROVIDENCE

Signature: _____ Date: _____

Print: _____

Title: _____

Attest: _____
Skarlet Bankhead, City Recorder

ATTACHMENTS:
Exhibit A: Legal Description(s) of Property

Exhibit B: Schedule of Long Term Maintenance Activities

DRAFT

Exhibit A

STORM WATER MANAGEMENT BMP MAINTENANCE AGREEMENT
Legal Description(s)

Legal Description: Final Plat of Jensen Farm Subdivision

THE INDIVIDUAL OWNERS OF LOTS 2, 3, 4, & 5 WILL BE OBLIGATED PRIOR TO RECEIVING RIGHT OF OCCUPANCY TO INSTALL THE QUANTITY OF STORM WATER STORAGE LISTED IN THE STORM WATER STORAGE TABLE ON THEIR RESPECTIVE LOT.

STORM WATER STORAGE TABLE	
LOT #	***REQUIRED STORAGE***
2	393 CFS
3	412 CFS
4	504 CFS
5	336 CFS

Exhibit B

STORM WATER MANAGEMENT BMP
SCHEDULE OF LONG TERM MAINTENANCE ACTIVITIES
PROVIDENCE, UT

Activity	Frequency	Notes
Inspection	Annually	It is recommended that the SMP Operation Maintenance Inspection Report, referenced by this Agreement, be used as a guiding document. This annual inspection should be submitted to the City upon completion.
Mowing and maintenance of vegetation	Variable, depending on vegetation and desired aesthetics	Landscaping and vegetation should be cared for throughout the year to ensure that proper sediment removal and infiltration is maintained and the Facilities remain aesthetically appealing.
Remove trash and debris	As needed or following each storm	Trash and debris should be removed regularly to ensure that the Facilities function properly and operate effectively. Trash often collects at inlet and outlet structures.
Inspect and maintain inlet and outlet structures	Annually	The inlet and outlet structures should be inspected for damage and proper operations.
Sediment removal	Variable (5-10 years is typical)	The removal of sediment is necessary if the Facilities begin to lose capacity or effectiveness.

FINAL PLAT
OF
JENSEN FARM SUBDIVISION

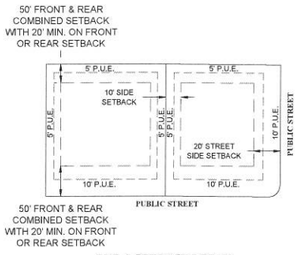
A PORTION OF BLOCK 15, PLAT "A", PROVIDENCE TOWNSITE SURVEY
E1/2 OF SECTION 10, T11N, R1E, SLB&M
PROVIDENCE CITY, UTAH



VICINITY MAP:
NTS

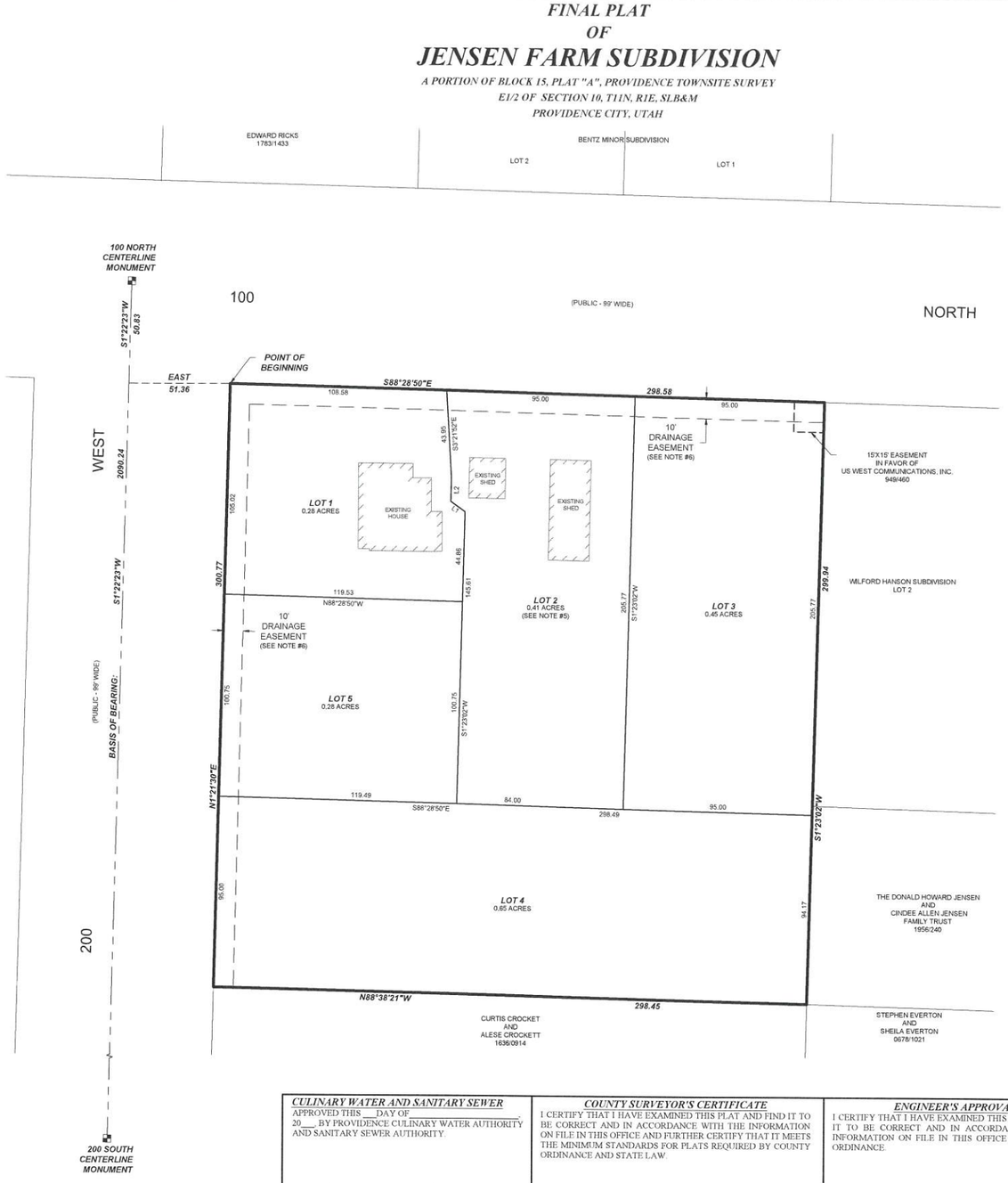
NOTES:
1. #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. NAIL/WASHER TO BE SET IN THE TOP OF THE CURB AT THE EXTENSION OF THE SIDE LOT LINES.
2. ALL EXPENSES INVOLVING THE NECESSARY IMPROVEMENTS OR EXTENSIONS FOR A CULINARY WATER SYSTEM, SANITARY SEWER SYSTEM, GAS SERVICE, ELECTRICAL SERVICE, TELEPHONE SERVICE, CABLE TELEVISION SERVICE, GRADING AND LANDSCAPING, STORM DRAINAGE SYSTEMS, CURBS AND GUTTERS, FIRE HYDRANTS, PAVEMENT, SIDEWALKS, SIGNAGE, STREET LIGHTING AND OTHER IMPROVEMENTS SHALL BE PAID FOR BY THE DEVELOPER(S).
4. ALL LOTS HAVE A BUILDABLE ENVELOPE WITH REGARDS TO HAZARDOUS SLOPES AND ZONING SETBACKS. NO LOTS HAVE SLOPES GREATER THAN 30% OVER A HORIZONTAL DISTANCE OF 50 FEET.
5. UNLESS THE OWNER OF LOT 2 BEGINS CONSTRUCTION OF AN APPROVED HOUSE PLAN THAT INCORPORATES THE EXISTING STRUCTURES WITHIN 18 MONTHS OF THE RECORDATION OF THIS PLAT, SAID STRUCTURES WILL BE REQUIRED TO BE DEMOLISHED.
6. THE INDIVIDUAL OWNERS OF LOTS 2, 3, 4, & 5 WILL BE OBLIGATED PRIOR TO RECEIVING RIGHT OF OCCUPANCY TO INSTALL THE QUANTITY OF STORM WATER STORAGE LISTED IN THE STORM WATER STORAGE TABLE ON THEIR RESPECTIVE LOT.

STORM WATER STORAGE TABLE	
LOT #	REQUIRED STORAGE
2	393 CFS
3	412 CFS
4	504 CFS
5	336 CFS



PUE & SETBACK DETAIL
(TYPICAL SEE DRAWING FOR EXCEPTIONS)
NTS

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S54°45'24"E	8.90
L2	S1°32'07"W	11.42





SURVEYOR'S CERTIFICATE

I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172675 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS(S) THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF SAID CODE, AND HAVE ALSO SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE CORRECTLY SURVEYED, STAKED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DENNIS P. CARLISLE — DATE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 172675

BOUNDARY DESCRIPTION

All of Lot 4, the N1/2 of Lot 3, and the N1/2 of Lot 6, Block 15, Plat "A", PROVIDENCE TOWNSITE SURVEY, located in the E1/2 of Section 10, Township 11 North, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the northwest corner of Lot 4, Block 15, Plat "A", PROVIDENCE TOWNSITE SURVEY, located S1°22'23"W along the 200 West Street monument line 50.83 feet and East 51.36 feet from a centerline monument at the intersection of 100 North and 200 West, thence S88°28'50"E along the north line of said Block 298.58 feet to the northwest corner of Lot 2, WILFORD HANSON Subdivision, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence S1°23'02"W along said Plat and extension thereof 299.94 feet to the southeast corner of the N1/2 of Lot 3; thence N88°38'21"W along the south line of said N1/2 of said lot, and along the extension of a fence line 298.45 feet to the west line of said Block; thence N1°21'30"E along said west line 309.77 feet to the point of beginning.

Contains: 2.06+/- acres

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOW AS:

JENSEN FARM SUBDIVISION

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL STREETS, WATER, SEWER, STORM DRAIN, ETC AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

_____ (SIGNATURE)
BIG DUTCH, LLC

BY: _____ (PRINTED NAME)

ITS: _____

LIMITED LIABILITY ACKNOWLEDGMENT

ON THIS _____ DAY OF _____, 20__, PERSONALLY APPEARED BEFORE ME _____ WHO AFTER BEING DULY SWORN, DID ACKNOWLEDGE TO ME THAT HE/SHE IS THE _____ OF BIG DUTCH, LLC, A UTAH LIMITED LIABILITY COMPANY AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC (SIGNATURE)
RESIDING IN _____ COUNTY

MY COMMISSION No. _____ _____
PRINTED FULL NAME OF NOTARY

MAYOR APPROVAL AND ACCEPTANCE

PRESENTED TO THE PROVIDENCE CITY MAYOR THIS _____ DAY OF _____, 20__, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

_____ _____
PROVIDENCE CITY MAYOR — DATE

_____ _____
PROVIDENCE CITY RECORDER — DATE

PLANNING COMMISSION APPROVAL

PRESENTED TO THE PROVIDENCE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20__, AT WHICH TIME THIS SUBDIVISION WAS RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL.

_____ _____
PLANNING COMMISSION CHAIR — DATE

CULINARY WATER AND SANITARY SEWER

APPROVED THIS ___DAY OF _____, 20___, BY PROVIDENCE CULINARY WATER AUTHORITY AND SANITARY SEWER AUTHORITY.

_____
CULINARY WATER AND SANITARY SEWER AUTHORITY

COUNTY SURVEYOR'S CERTIFICATE

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND FURTHER CERTIFY THAT IT MEETS THE MINIMUM STANDARDS FOR PLATS REQUIRED BY COUNTY ORDINANCE AND STATE LAW.

_____ _____
COUNTY SURVEYOR — DATE

ENGINEER'S APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE.

_____ _____
CITY ENGINEER — DATE

ATTORNEY APPROVAL

APPROVED AS TO FORM THIS ____DAY OF _____, 20__

_____ _____
CITY ATTORNEY — DATE

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

UTILITY COMPANIES

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN REVIEWED AND ARE APPROVED.

DOMINION ENERGY* _____ DATE _____ ROCKY MOUNTAIN POWER _____ DATE _____

COMCAST CABLE _____ DATE _____ CENTURYLINK COMMUNICATIONS _____ DATE _____

*DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFORMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THIS PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

ROCKY MOUNTAIN POWER

1. PURSUANT TO UTAH CODE ANN. § 53-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT OF WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND FACILITIES OR
(4) ANY OTHER PROVISION OF LAW.

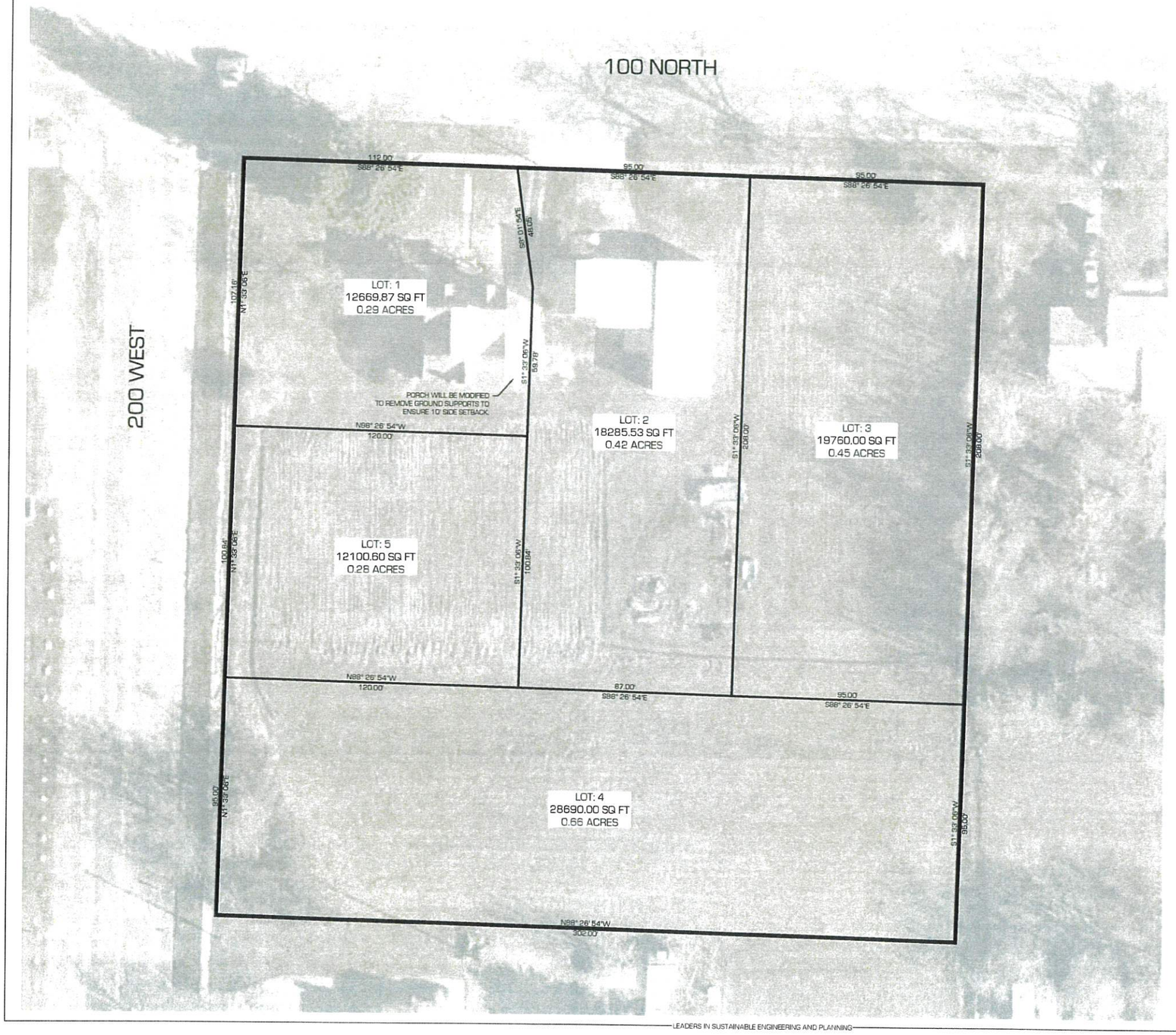
FINAL PLAT
OF
JENSEN FARM SUBDIVISION
A PORTION OF BLOCK 15, PLAT "A", PROVIDENCE TOWNSITE SURVEY
E1/2 OF SECTION 10, T11N, R1E, SLB&M
PROVIDENCE CITY, UTAH

RECORDED # _____
STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST OF:

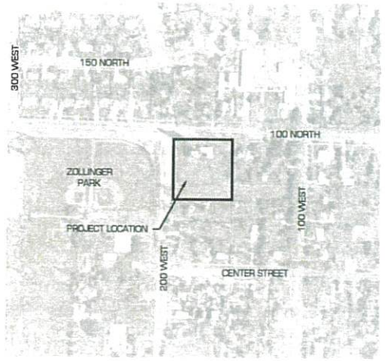
_____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

$_____ _____
FEE — CACHE COUNTY RECORDER

JENSEN LAND
CONCEPT PLAN
SCALE: 1"=20'



VICINITY MAP:



GENERAL NOTES:

- TOTAL ACREAGE = ~2.02 ACRES
- CURRENT ZONING: SFT
- NO NON-DEVELOPABLE SENSITIVE OR POTENTIALLY DEVELOPABLE SENSITIVE AREAS EXIST ON THE PROPERTY OR WITHIN 100 FEET.
- TOTAL LOTS = 5

LEGAL DESCRIPTION:

ALL OF LOT 4 & THE N/2 LOT 3 BLK 15 PLAT A PROVIDENCE CITY SVY IN NE/4 SEC 10 T 11N R 1E CONT 2.025 AC

RECEIVED
JUL 11 2019
By

N

0 20' 40'

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CIVIL SOLUTIONS GROUP, INC. AND SHALL NOT BE REPRODUCED, RE-DRAWN, OR USED ON ANY OTHER PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF CIVIL SOLUTIONS GROUP, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREIN WITHOUT THEIR CONSENT. THESE PLANS ARE DRAWN TO SCALE WHEN PLOTTED ON A 24" X 36" SHEET OF PAPER.

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UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

JENSEN LAND
CONCEPT PLAN
PROVIDENCE, UT

MARK	DATE	DESCRIPTION

PROJECT #:	17017
DRAWN BY:	D. MACFARLANE
PROJECT MANAGER:	D. MACFARLANE
REVIEWED BY:	D. MACFARLANE
ISSUED:	07.11.2019

PROFESSIONAL ENGINEER
No. 7259202
D. MACFARLANE
STATE OF UTAH

CONCEPT PLAN

C-101

Resolution 034-2019

A RESOLUTION REQUESTING THE RECERTIFICATION OF THE PROVIDENCE CITY JUSTICE COURT

WHEREAS, the provisions of U.C.A. 78a-7-103 require that Justice Courts be recertified at the end of each four-year term; and

WHEREAS, the term of the present Court shall expire on the 1st day of February, 2020; and

WHEREAS, the members of the Providence City Council have received an opinion letter from Chad Woolley, Cowdell Wooley, City Attorney, which sets forth the requirements for the operation of a Justice Court and feasibility of continuing to maintain the same; and

WHEREAS, the members of the Providence City Council have determined that it is in the best interests of Providence City to continue to provide for a Justice Court;

BE IT RESOLVED, the Providence City Council hereby requests recertification of the Providence City Justice Court by the Justice Courts Standards Committee and the Utah Judicial Council.

BE IT FURTHER RESOLVED that the Providence City Council of Providence City, Utah hereby affirm their willingness to continue to meet all requirements set forth by the Judicial Council for continued operation of the Providence City Justice Court for the next four-year term of the court, except as to any requirements waived by the Utah Judicial Council.

Passed by vote of the Providence City Council this 22 day of October, 2019.

Council Vote:				
Allen, Kirk	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Eck, Kristina	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Fresz, Brent	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Giles, Dennis	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Sneddon, Roy	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, City Recorder

DRAFT

COURT CERTIFICATION AFFIDAVIT

Court Location: Providence Justice Court

Judge: Matthew C. Funk

Address: 164 North Gateway Drive
Providence, Ut 84332.

Telephone: _____

Level of Court (Circle one): I II (III) IV

Average Case Filings Per Month: 666

Daily Court Hours: M-F 8:00-5:00 pm

Number of Full-time Clerks: _____
Hours Worked Per Week Per Clerk: _____

Number of Part-time Clerks: 2
Hours Worked Per Week Per Clerk: 40

This form is divided into two parts. Section I contains those requirements that are statutory and cannot be waived. Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

Comes now Judge Matthew C. Funk,

Justice Court Judge for Providence Justice Court,

and, except as specifically noted below, certifies as follows:

SECTION I

THE FOLLOWING ITEMS ARE STATUTORY AND CANNOT BE WAIVED. CERTIFICATION WILL NOT BE GRANTED UNLESS EACH REQUIREMENT IS MET.

Please indicate **Yes or No** to each of the following:

1. All official court business is conducted in a public facility. yes
2. Court is open daily. yes
3. The hours of court operation are posted conspicuously. yes
4. The judge and the clerk attend court at regularly scheduled times based on the level of the court. yes
5. The judge is compensated at a fixed rate, within the statutory range. yes
6. The responsible governmental entity provides and compensates sufficient clerical personnel necessary to conduct the business of the court. yes
7. The responsible governmental entity assumes the expenses of the travel of the judge for purposes of required judicial education. yes
8. The responsible governmental entity assumes the expenses of the travel of each clerk for the purposes of attending training sessions conducted by the Judicial Council. yes
9. The responsible governmental entity provides the Court with:
   a. Sufficient prosecutorial support yes
   b. Funding for attorneys for indigent defendants, as appropriate yes
   c. Sufficient local law enforcement officers to attend court as provided by statute yes
   d. Security for the court as provided by statute yes
   e. Witness and juror fees yes
   f. Appropriate copies of the Utah Code, the Justice Court Manual, state laws affecting local governments, local ordinances and other necessary legal reference materials yes
10. Fines, surcharges and assessments which are payable to the state are forwarded as required by law. yes

11. Court is held within the jurisdiction of the court, except as provided by law (78A-7-212).

~~yes~~

12. All required reports and audits are filed as required by law or Rule of the Judicial Council.

~~yes~~

13. A record of all court proceedings is maintained by an appropriate audio recording system.

~~yes~~

SECTION II

Section II contains minimum requirements established by the Judicial Council, and those requirements may be waived or an extension granted pursuant to the procedure set forth in the Instructions to Applicant included with this Application for Recertification.

Please indicate **YES or NO** to each of the following:

1. Court is open each day as appropriate for the classification of the court. yes
2. The judge is available to attend court and to conduct court business as needed. yes
3. Minimum furnishings in the courtroom include:
   - a. Desk and chair for the judge yes
   - b. A six inch riser yes
   - c. Desk and chair for the court clerk yes
   - d. Chairs for witnesses yes
   - e. Separate tables and appropriate chairs for plaintiffs and defendants yes
   - f. A Utah State flag yes
   - g. A United States flag yes
   - h. A separate area and chairs for at least four jurors yes
   - i. A separate area with appropriate seating for the public yes
   - j. An appropriate room for jury deliberations yes
   - k. An appropriate area or room for victims and witnesses which is separate from the public yes
   - l. A judicial robe yes
   - m. A gavel yes
   - n. Current bail schedules yes
   - o. A copy of the Code of Judicial Administration yes
   - p. Necessary forms and supplies yes

q. Office space for the judge yes

r. Office space for the court clerk yes

s. Secure filing cabinets yes

t. Appropriate office supplies yes

u. A cash register or secured cash box yes

v. At least one computer with internet access yes

w. Access to a copy machine yes

4. The appropriate number of clerks as required by the classification of the court are present during the time court is open each day and as needed during court sessions. yes

5. Does the applicant have a law enforcement department? no

6. If the applicant does not have a law enforcement department, identify the law enforcement agency which will provide law enforcement services for the applicant: Cache Count Sheriff

7. A security has been submitted consistent with C.J.A. Rule 3-414. yes

8. The court electronically reports to the Driver License Division, the Bureau of Criminal Identification and the Administrative Office of the Courts as required. yes

9. If the court is a **Class I** court:

a. Judge is employed on a full-time basis ____

b. Dedicated courtroom which meets the master plan guidelines adopted by the Judicial Council ____

c. Court has a jury deliberation room ____

d. Judge's chambers, clerk's office, and courtroom are in the same building ____

e. Judge has his or her own private chambers ____

f. Clerk's office is separate from any other entity ____

g. Court is open during normal business hours ____

I am familiar with the minimum operational standards for this court, and except as noted above, those standards are currently met or exceeded. During the current term of the court, I have met with the appropriate governing body of the City to review the budget of the court, review compliance with the minimum requirements and operational standards, and discuss other items of common concern.

DATED this 23 day of September, 2019.

Justice Court ~~Judge~~

I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

Executed on this 23rd day of September, 2019.

CHECKLIST

Please be sure that your application for recertification includes each of the following:

1. ✓ Court Certification Affidavit completed and signed by the judge.

2. ✓ A copy of a written opinion from the city or county attorney (as appropriate), directed to the appropriate sponsoring governmental entity, advising that entity of all requirements for the operation of the justice court and the feasibility of maintaining the court.

3. ____ A copy of a duly passed resolution of the sponsoring governmental entity that

    a. requests recertification of the court, and

    b. affirms that the entity is willing to meet all requirements for the operation of the court during the period of certification.

4. ____ A copy of your court security plan, as required by C.J.A. Rule 3-414, unless it has not changed since it was last submitted.

ALL FOUR OF THESE DOCUMENTS MUST BE RECEIVED BY THE BOARD OF JUSTICE COURT JUDGES AT THE ADDRESS BELOW BY: NOVEMBER 8, 2019.

Board of Justice Court Judges
Attention: James M. Peters
Administrative Office of the Courts
P. O. Box 140241
Salt Lake City, Utah 84114-0241

Chase Andrizzi
Sasha Brown
Michael K. Green
David S. Lassetter

Tracy S. Cowdell

Chad L. Woolley

Niel H. Lund
Brian G. Page
Stephanie A. Shelman
Casey L. Taylor

COWDELL WOOLLEY
ATTORNEYS AT LAW
32 E. Main Street | Sandy, Utah 84070 | Phone 801.550.3988 | Fax 800.388.7054

October 14, 2019

Mayor John Drew
Providence City
1164 N Gateway Dr.
Providence, UT 84332

RE: Justice Court Certification

Dear Mayor Drew and Providence City Council Members:

The requirements for the recertification of the Providence City Justice Court are contained in Utah State Code, Title 78A, Chapter 7 as well as in the Code of Judicial Administration, specifically Rules 3-414, 9-105 and others. The Statutory and Rule requirements are also set forth in the application for recertification of the Court.

I have reviewed the aforementioned code sections as well as the minimum requirements of the Judicial Counsel for recertification of a Class III court (outlined below). I have also read the Court Certification Affidavit that is to be signed by the Justice Court Judge.

CLASS III – MINIMUM REQUIREMENTS [Note that the following are minimum requirements. In order to adequately function as a Class III Court it may be necessary for your court to exceed the minimum requirements.]

FILINGS: 61-200 citations or cases per month
HOURS (for a court with 61-150 filings per month): Court open at least two hours per day. Judge available as needed and trial calendar set at least every other week.
FACILITY: Courtroom (access to public facility for trials, arraignments, etc.) Judge's/clerk office (Meets minimum requirements)
CLERICAL RESOURCES: At least one clerk required to be available daily during the scheduled hours of court operation and during court sessions as needed.
PROSECUTION: Prosecutor to screen cases and represent the municipality at trial.
INDIGENT DEFENSE: The municipality provides adequate funding to provide indigent defense counsel for any defendant who requests representation and qualifies.
LEGAL RESOURCES: The following must be available and kept current:
a. Utah Code

b. Local ordinances
c. Justice Court Manual
d. Code of Judicial Administration
e. Uniform Bail Schedule
f. Other legal resources as required under §78A-7-103

LAW ENFORCEMENT: The local government creating the court must have at least one employed or contracted peace officer.

BAILIFF: The local government creating the court must provide a sworn law enforcement officer to attend court when required and provide security for the court.

SECURITY PLAN: A court security plan must be submitted consistent with C.J.A. Rule 3-414.

JURY/ WITNESS FEES: Local government is responsible for payment of statutory juror and witness fees.

EDUCATION: Local government is responsible for costs of attendance at Judicial Council mandated training - at least 30 hours each year for the judge, and 10 hours for clerks.

REPORTING: All reports and audits shall be made and timely filed as provided by law or by rule of Judicial Council. Reports to the Driver License Division and the Bureau of Criminal Identification must be made electronically.

In my opinion the Providence City Justice Court, as it is currently functioning, meets or exceeds all of the minimum requirements. It is further my opinion that it is feasible for Providence City to maintain a Justice Court.

If you would like to discuss the recertification process further, please feel free to contact me at (801) 550-3988.

Respectfully submitted,

Chad Woolley

Chad Lyle Woolley
Attorney at Law

Security Plan for the Providence Justice Court

Security Notice

This local security plan is a protected record under Rule 4-202.02(5)(E) of the Utah Code of Judicial Administration and therefore should not be made available to the public. Distribution of this plan in its entirely is limited to those individuals who need to know the information in order to work safely in the courthouse environment.

INTRODUCTION:

The general goal of the court security system is to establish appropriate protection for the court, staff, general public, property, and the judicial process as a whole.

In accordance with Rule 3-414 of the *Utah Court Rules Annotated,* this security plan has been developed to establish procedures that will be followed by the staff of the Providence City Justice Court and the Cache County Sheriff's Department, which is the agency responsible for security in the event of a disturbance or emergency situation.

All court employees will receive training on a yearly basis. They will be instructed on the entire security plan.

Common sense is needed to determine the most practical method in dealing with court security. A cooperative effort between the Sheriff's Office and the court is the key to good court security.

II. EMERGENCY CONTACTS:

Cache County Sheriff's Office.
Contact: Sheriff Chad Jensen
(435)755-1000

Emergency

911

Non- Emergency Dispatch

(435)755-1000

Utah Highway Patrol
(801)965-4518

Logan City Fire Department

Contact: Chief Brad Hannig

(435)716-9512

Emergency Utility
Services
Gas 1-800-767-
1689
Power 1-877508-
5088

Poison Control Center 1-800-222-1222

I. COURTROOM SUPPORT:

A. Bailiff Requirements/training

Whenever requested by the judge of the Justice Court, the Sheriff shall make available one bailiff to attend the court. Bailiffs will be qualified as "peace officers" as defined in Section 77-19-2 *U.C.A.*

B. Bailiff conduct/dress

Rules and regulations, and policies and procedures of the Sheriff's Department will be followed by bailiffs. In all cases, bailiffs must be in uniform as prescribed by the Sheriff Department policy.

C. Wearing of Weapons

Bailiffs, Judges, transportation officers and other "uniformed" officers will be allowed weapons in the courtroom, Judges Chambers and Clerk's Office. Any non-uniformed officer must receive clearance from the Bailiff and approval from the Judge to be present in the courtroom with a weapon. All non-uniformed officers are encouraged to have identification available while in the courtroom or outer court offices.

D. Responsibilities of Court Bailiffs and transporting officers

Bailiffs shall comply with the directive of the Judge with respect to any security related activities and shall perform other duties incidental to the efficient functioning of the court. Bailiffs shall comply with Section *78-7-6 U.C.A.* regarding "secure areas".

Transportation officers shall be responsible for the custody of such persons, remain in custody during the hearing, comply with City regulations and return the 'in custody person when the hearing is complete. The use of restraints shall be enforced in court appearances.

E. High Profile/Risk Cases

Upon directive from the Judge, the Sheriff shall provide additional security for any case that is perceived to be a high profile/risk case.

IV. SECURITY PROCEDURE/TRAINING:

1. The escape route from the courtroom would be out the west door, turn right and down the stairs.

2. The emergency evacuation plan set up by the court is to secure the safety of all patrons and staff (if feasible) and leave in an orderly, calm manner (at the direction of the Judge or Bailiff).

3. Each clerk has been provided a bomb threat checklist to keep by their phone. (see exhibit A)

4. Clerks have been instructed not to give out personal employee information, or information on workplace procedures without the Judges approval. Clerks are instructed to give out their first names when asked and have been trained to alert the supervisor to suspicious circumstances, packages, odors or persons.

5. Clerks have been instructed to seek assistance in threatening circumstances and have been provided the information on *Recognizing and Dealing with Frustration and Anger.* (see exhibit
B)

6. Clerks and Bailiffs have been instructed to keep the lobby clear and instruct court patrons to enter and remain in the courtroom unless instructed otherwise.

7. Clerks have been instructed to transport deposits to the locked cash drawer immediately after court arraignments. Clerks have also been informed, when possible, to obtain escort assistance from the Bailiff or other staff.

8. Court Clerks are advised routinely of any physical changes that will be occurring in the building or specifically with the court.

9. The Court has a strict policy regarding working beyond court hours. Personnel are instructed to use caution when coming to the office alone after hours and are encouraged to leave in pairs or with police escort when leaving the building after Court in the evening.

SUSPICIOUS PERSON OR ASSAILANT THREATS.

Be Prepared. Providence City has developed the following procedures to be followed in the event that a suspicious person or assailant is in the area:

Employees will use the "Sir Name" of the Mayor, City Manager, or designee, that they are addressing, repeated again, to alert the Mayor, City Manager, or designee, of a threatening situation. An example following this procedure would be: "Mr. (Last name of the Mayor), Mr. (Last name of the Manager), could you please come to the front desk".

Employees will physically signal to supervisors or employees that a threatening situation exists. An example following this procedure would be: "An employee would momentarily rub both of their ears with both of their hands at the same time".

Be Observant. North Salt Lake City has developed a Suspicious Persons or Assailants Identification Checklist (see FORM # 36 for details) for employees to use. Features and physical characteristics that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.

TELEPHONE BOMB THREATS

Be calm and courteous to the caller. Employees will notify the Mayor, City Manager, or designee, using a prearranged signal while the caller is on the line. An example

following this procedure would be: "Throwing a pencil or other small item near the Mayor, City Manager, or designee, followed by rapidly waving the arm to get their attention. The employee will communicate with the Mayor, City

Manager, or designee by using or passing notes. The employee will not attempt to talk to the Mayor, City Manager, or designee, by putting their hand over the phone and talking or whispering.

Be Attentive. Providence City has developed a Telephone Bomb Threat Form for employees to use. Voice characteristics, background noises, and bomb threat details that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the apprehension of suspects.

MAIL LETTER AND PACKAGE BOMB THREATS.

Be Cautious. Visually assess the letter or package and inform the Mayor, City Manager, or designee, of anything unusual. It is always better to be safe than sorry!

Be Careful. Providence City has developed a Mail Letters and Packages Bomb Recognition Checklist for employees to use. Unusual weight, shape, or other details that employees can remember about suspicious persons or assailants will greatly help local law enforcement officials in the **apprehension of suspects.**

SUSPICIOUS ARTICLE THREATS.

Be Alert. Report all suspicious articles to the *M*ayor, City Manager, or designee. Do not touch, pick up, shake, or attempt to move, any articles of a suspicious nature.

EXHIBIT A

TELEPHONE BOMB THREAT CHECKLIST

INSTRUCTIONS FOR YOU TO USE:

Be calm. Be Courteous. Listen. Do not interrupt the caller. Keep the Caller talking. Pretend that you have difficulty hearing the Caller. Notify the Mayor, or City Manager as designee, by prearranged signals while the Caller is on the line.

ABOUT YOU:

Name: _____; Time: _____; Date: _____.

ABOUT THE CALLER.

Male: ___; Female: ___; Juvenile: ___; Adult: ___; Approximate Age: _____.

ORIGIN OF THE CALL.

Local Call: ___; Long Distance Call: ___; Telephone Booth: ___; Cellular: ____.

VOICE CHARACTERISTICS.

Loud: ____; High ____; Pitch: ____; Raspy: ____; Slurred: ____; Soft: ____; Deep: ____; Pleasant: ____; Other Characteristics: _____;

SPEECH.

Fast: _____; Distinct: _____; Stutter: _____; Slow: _____; Distorted: _____; Nasal: _____; Lisp: _____; Other Characteristics: _____;

LANGUAGE.

Excellent: _____; Fair: _____; Foul: _____; Good: _____; Poor: _____;

ACCENT.

Local: _____; Not Local: _____; Foreign: _____; Other: _____;

MANNER.

Deliberate: _____; Calm: _____; Rational: _____; Coherent: _____; Righteous: _____; Angry: _____; Irrational: _____; Incoherent: _____; Emotional: _____; Laughing: _____;

BACKGROUND NOISES.

Factory Machines: _____; Bedlam: _____; Music: _____; Office Machines: _____; Street Traffic: _____; Trains: _____; Animals: _____; Quiet: _____; Voices: _____; Airplanes: _____; Party Atmosphere: _____; Other: _____;

WHAT DID THE CALLER SAY.

Write down the message in its entirety and any other comments on a separate sheet of paper and attach it to this checklist.

WHAT TO ASK THE CALLER.

When will the bomb go off? _____; Where is the bomb located? _____; What kind of bomb is it? _____; How do you know so much about the bomb? _____; Where are you now? _____; What is your name and address? _____; What is your phone number? _____; Why are you doing this? _____;

ACTION TO TAKE IMMEDIATELY AFTER THE CALL.

Notify the Mayor, City Manager, or designee, as instructed. Talk to no one other than as directed.

EXHIBIT B

V. RECOGNIZING AND DEALING WITH FRUSTRATION AND ANGER:

Signs of Potential Violence
Irrational beliefs
Threats
Fascination with weapons or violence

Un-reciprocated romantic obsession
Drastic change in belief systems
Displays of unwarranted anger
Violence toward objects

Frustration Clues
A smile out of place
Rubbing face or nose
Folding the arms and turning away

Scuffing of the feet

Anger Clues
Short rapid breath
Flaring nostrils
Tight neck and face muscles
Clenched fists
Distant stare

Intervention
Intervene early, stop the building process
Distract and redirect, create a cooling off period
a. Ask subject to complete a written complaint form
b. Get them moving. Ask them to sit down or move to a private area
Offer recompense or give a good explanation. Be empathetic
Avoid escalating the confrontation
Acknowledge the person's feelings
Ask for his recommendations

Self Control
Count to ten
Take a deep breath
Stop to think
Do not be reactive
Teach yourself to calm down
Learn to smile and walk away
Never belittle, challenge, threaten, dare or get drawn into an argument

Response Rules
Use the subject's name
Ask them to sit down
Listen
Acknowledge their feelings
Distract them
Offer only what assistance you can provide

Break big problems into small more-manageable ones

Authority Clues
Sit or stand erect
Square your shoulders
Smile (slight-just show teeth)
Keep palms up and close together
Avoid touching your face or hair
Speak clearly and with constant volume
Avoid long periods of fixed eye contact

Avoid Panic
Center yourself
Visualize calm
Stand tall
Breathe deep
Recognize and overcome your state of arousal
Have a plan and a procedure
Do not let the visitor block your access to an exit

FORM # 36

SUSPICIOUS PERSONS OR ASSAILANTS IDENTIFICATION CHECKLIST

FILL IN ALL OF THE BLANKS

(GIVE THIS TO THE FIRST LAW ENFORCEMENT OFFICER ON THE SCENE)

VEHICLE: LICENSE, MAKE, COLOR, ETC.	DIRECTION OF ESCAPE:	NUMBER OF SUSPECTS:

FORM # 38

MAIL LETTERS AND PACKAGES BOMB RECOGNITION CHECKLIST

BOMB RECOGNITION CHART

The following information is useful in detecting the presence of letter or package bombs. While the characteristics listed below are by no means complete or foolproof, letters and packages exhibiting any of these characteristics should be viewed with extreme caution!

WEIGHT.

A. Unevenly distributed; B. Heavier than usual for its size or postal class.

THICKNESS.

A. Not uniform or has bulges; B. As thick as a small book or over one (1) inch.

ADDRESS.

A. No return address; B. Poorly typed or handwritten; D. Title/address incorrect;
C. Hand-printed; E. Sent to high-ranking recipient by name, title, or department.

RIGIDITY.

A. Greater than normal, particularly along its center or outer length.

STAMPS.

A. More than enough postage.

POSTMARK.

A. Foreign; B. From an unusual City or Town in the United States.

WRITING.

A. Marked "Air Mail", "Registered Mail", "Certified", or "Special Delivery";
B. Marked "Personal", "Confidential", "Private", or "For Your Eyes Only";
C. Foreign writing style; D. Misspelled words.

ENVELOPE.

A. Peculiar odor; B. Inner sealed enclosure; C. Excessive sealing material;
D. Pinholes in paper; E. Springiness in the sides, bottom, or top; F. Ink Stains;
G. Wires, String, or foil sticking out or attached; H. Oil or grease stains;
I. Reglued, taped, or carelessly wrapped; J. Excessive sealing material.

Ordinance No. 2019-017

AN ORDINANCE CHANGING THE ZONE FOR PARCEL NO. 02-098-0010, GENERALLY KNOWN AS 32 EAST CENTER, PROVIDENCE UT. THE PROPERTY IS CURRENTLY ZONE COMMERCIAL GENERAL DISTRICT (CGD); THE APPLICANT IS REQUESTING MULTI-FAMILY MEDIUM (MFM).

WHEREAS UCA § 10-9a-102.(2) states ". . . municipalities my enact all ordinances, resolutions, and rules and may enter into other forms of land use controls . . ." 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.

- Providence City received a rezone application on August 21, 2019 from Ralph Call, agent for Pioneer Builders Company, requesting the zone for the north portion of Parcel No 02-098-0010 be changed from CGD to MFM.
- Planning Commission studied the proposed zone change and held a public hearing prior to making a recommendation.
- The Planning Commission considered the following:

FINDINGS OF FACT:

1. Executive Staff used the Providence City Master Plan 2000 as revised, and also examined current and anticipated development in the immediately surrounding area, to review the application.
2. PCC 10-1-5 Amendments, Changes: B. Zoning Change: Any change of zoning shall be by a vote of the City Council with at least three (3) Council members voting in favor of said change. Such action shall be taken only after a recommendation concerning such request for zoning change is received from the Planning Commission or after the time for response has elapsed, after public notification, and after a public hearing is held in accordance with State law.
3. UCA § 10-9a-501 states
   (1) Only a legislative body, as the body authorized to weigh policy considerations, may enact a land use regulation.
   (2)
   (a) Except as provided in Subsection (2)(b), a legislative body may enact a land use regulation only by ordinance.
   (b) A legislative body may, by ordinance or resolution, enact a land use regulation that imposes a fee.
   (3) A legislative body shall ensure that a land use regulation is consistent with the purposes set forth in this chapter.
   (4)
   (a) A legislative body shall adopt a land use regulation to:
   (i) create or amend a zoning district under Subsection 10-9a-503(1)(a); and
   (ii) designate general uses allowed in each zoning district.
4. UCA § 10-9a-502 Requires the planning commission provide notice and hold a public hearing on a proposed land use regulation; and review and recommend to the legislative body a proposed land use regulation that represent the planning commission's recommendation.
5. UCA 10-9a-503.(1) The legislative body may amend: (b) any regulation of or within the zoning district; or (c) any other provision of a land use ordinance.
6. UCA § 10-9a-505(1)(a) The legislative body may divide the territory over which it has jurisdiction into zoning districts of a number, shape, and area that it considers appropriate to

carry out the purposes of this chapter.

7. UCA § 10-9a-505(3)(a)There is no minimum area or diversity of ownership requirement for a zone designation. (b) Neither the size of a zoning district nor the number of landowners within the district may be used as evidence of the illegality of a zoning district or of the invalidity of a municipal decision.

CONCLUSIONS OF LAW:

1. Using the Cache County Parcel Zoning Viewer and the map submitted by the applicant, the applicant is requesting a rezone of approximately 15,686 sq. ft. MFM allows 12 units per net acre (net acre = gross acreage minus right-of-way (ROW) and infrastructure [Infrastructure is defined to include rights-of-way, PUB and REC districts within development]).
   Total acreage: 0.36 acre (15,686 sq. ft.) minus ROW and infrastructure (none of the available acreage will be required for ROW and infrastructure) = Total net acreage: 0.36 (15,686 sq. ft.) 0.36 acres at 12 units per acres would allow a maximum of 4.32 units.

2. The Providence City Master Plan list Principles Governing the Master Plan 2000, including but not limited to the following:
   - Develop mixed-use neighborhoods (retail, commercial, and a full range of housing opportunities).
   - Strengthen the economic base of the community by encouraging the growth of a quality commercial area.
   - Focus prime development opportunities on strong retail facilities that generate sales taxes.

   This request is in harmony with the above principles.
3. The application is being processed in accordance with State and City codes.

CONDITIONS:

1. The applicant shall continue to meet all applicable City, state and federal laws, codes, rules.

- On October 9, 2019, the Providence City Planning Commission recommended the City Council approve the zone change.

THEREFORE be it ordained by the Providence City Council:

- The rezone request filed by Ralph Call, agent for Pioneer Builders Company shall be granted and the zone change for the north portion of Parcel No. 02-098-0010 from CGD to MFM shall be approved based on the findings of fact, conclusions of law, and conditions listed above and the recommendation of the Providence City Planning Commission.
- 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 22 day of October 2019.

Council Vote:

Allen, Kirk	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Eck, Kristina	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Fresz, Brent	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Giles, Dennis	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Sneddon, Roy	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

DRAFT

Signed by Mayor John Drew this day of October 2019.

Providence City

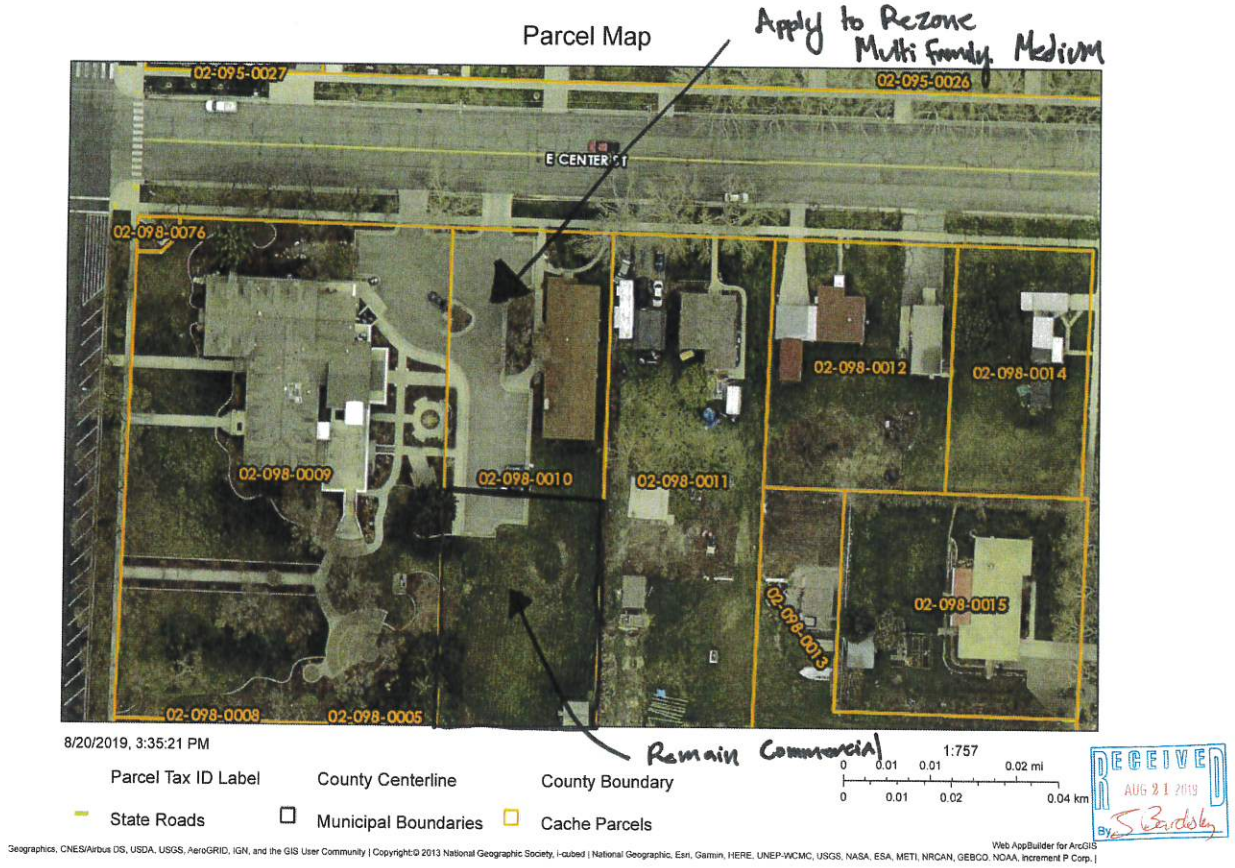
_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, Recorder



RECEIVED
AUG 21 2019
By

Ordinance No. 2019-021

AN ORDINANCE AMENDING PROVIDENCE CITY CODE (PCC) TITLE 7 PUBLIC WAYS & PROPERTY, CHAPTER 1 STREETS, SIDEWALKS AND PUBLIC WAYS, SECTION 3 OBSTRUCTION IN STREETS, SECTION 6 SIDEWALK REGULATIONS, AND SECTION 8 PARK STRIPS.

WHEREAS UCA § 10-3-701 states, "*Except as otherwise specifically provided, the governing body of each municipality shall exercise its legislative powers through ordinances.*" and

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. . .*

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.

- Providence City Code Title 7 Public Ways and Property, Chapter 1 Street, Sidewalks, and Public Ways lists regulations and requirements for streets, sidewalks, and park strips.
- Providence City desires to clarify obstructions in streets and sidewalks; and
- Providence City received a request for a code amendment to allow rock in park strips over six-feet (6') in width.
- Providence City staff reviewed the current city code and prepared the attached code amendment.

THEREFORE be it ordained by the Providence City Council

- The attached code amendment shall be approved and the city code updated to reflect the changes.
- 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 22 day of October 2019.

Council Vote:

Allen, Kirk	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Eck, Kristina	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Fresz, Brent	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Giles, Dennis	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Sneddon, Roy	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

Signed by Mayor John Drew this day of October 2019.

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, Recorder

DRAFT

CHAPTER 1

STREETS, SIDEWALKS AND PUBLIC WAYS

SECTION:

7-1-1: Public Works Department
7-1-2: Removal of Snow
7-1-3: Obstructions in Streets
7-1-4: Openings in Streets; Doors Obstructing
7-1-5: Discharge of Water
7-1-6: Sidewalk Regulations
7-1-7: Driving Animals on Streets
7-1-8: Park Strips

7-1-1: PUBLIC WORKS DEPARTMENT:

A. Creation: There is hereby created a Public Works Department, which shall have general supervision of streets, sidewalks, bridges, and other public ways.

B. Director: The Department shall be under the direction and control of the Public Works Director. (1977 Code ' 11-311; 1998 Code)

C. Powers and Duties: The Department shall:

1. Have direct responsibility of the construction, maintenance and repair of streets, sidewalks, bridges, curbs, gutters, culverts, drains, waterways and other public ways. It shall have control of all waters flowing on the streets, sidewalks and public ways whether originating from storm, flood, drainage or irrigation waters.

2. Keep a record of and promptly investigate all complaints of defective streets, culverts, drains, ditches, sidewalks, and other public ways and, when proper, repair, replace or take such action as deemed best, and shall record the action taken on each complaint.

3. Enforce the provisions of this Chapter and all other ordinances relating to the maintenance and use of streets, culverts, drains, ditches, waterways, curbs, gutters, sidewalks and other public ways.

4. Assess, Repair, or cause to be repaired, defects coming to the Department's attention and take reasonable precautions to protect the public from injuries due to such defects pending their repair. (1977 Code ' 11-312)

7-1-2: REMOVAL OF SNOW:

A. Failure to Remove Unlawful: It shall be unlawful for the owner, occupant, lesser, or agent of any property, abutting on a paved sidewalk, to fail to remove, or have removed from such paved sidewalk, all hail, snow, or sleet hereon within a reasonable time after such snow, hail, or sleet has fallen.

B. Depositing in Gutter Unlawful: It shall be unlawful for any person removing snow from the sidewalk, to deposit snow, dirt, leaves, or any other material, in the gutter so as to clog or prevent the free flow or water therein. (1977 Code ' 11-361)

C. Depositing in Street Unlawful: It shall be unlawful for any person removing snow, ice, or other material from private property to place or deposit said snow, ice, or other material upon any City street or road.

D. Responsible for Damages: If during the course of removing snow, the person/entity removing the snow damages private or public property, the person/entity removing the snow is responsible for repair and/or compensation for the damage.

E. Removal of Snow on the Asphalt and/or Travel Portion of the City Right-of-Way: Snow removal from the asphalt and/or travel portion of the City right-of-way shall be performed by the City or parties authorized by the City, except the area for mail delivery. If a self-propelled vehicle is used to remove snow from a sidewalk (other than across a driveway), the vehicle shall be no wider than the width of the sidewalk

7-1-3: **OBSTRUCTION IN STREETS:** It shall be unlawful for any person owning, occupying or having control of any property to place, or permit to be placed upon or in the sidewalk, park strip, gutter or street:

A. Refuse: Any broken wares, glass, filth, rubbish, sweepings, refuse, matter, water, garbage, ashes, tin cans or other like substances.

B. Building Materials and Similar Obstructions: Any wagons, lumber, wood boxes, fencing, building material, dead trees, tree stumps, merchandise or other thing which shall obstruct such public street, gutter, park strip or sidewalk, or any part thereof.

C. Permanent or Temporary Structures: Any permanent or temporary structure, mechanism, device, or other thing of any kind or character, except trees planted pursuant to the provisions of applicable ordinances. (1977 Code ' 11-362) (OM 028-2004, 10/26/04)

D. Obstruction of Street: It is an infraction and subject to penalty as provided in Section 1-4-1 of this Code for any person to allow vegetation to grow in a manner that obstructs the street. Owners and occupants of real property abutting any public street, curb, gutter, or sidewalk shall keep trimmed or cut back all vegetation which overhangs or grows onto such street, curb, gutter or sidewalk and which impedes or interferes with pedestrian or vehicular traffic or obstructs the vision of drivers of vehicles. If any owner or occupant fails to do so within three (3) days of receiving written notice from the City of a violation of this section, the City may cut back the vegetation and may charge the owner or occupant for the costs of doing so.

7-1-4: **OPENINGS IN STREETS; DOORS OBSTRUCTING:**

A. Openings: It shall be unlawful to construct or maintain openings in streets or sidewalks, except with the special permission of the City Council, and under the direction and supervision of the Public Works Director. (1977 Code ' 11-363; 1998 Code)

B. Doors: It shall be unlawful for any person owning or having the control or management of any alley, road, or passageway to construct or hang gates or doors to such alley, road, or passageway so that the gates or doors thereto, when open, shall project outwardly more than two feet (2') over or upon the sidewalk beyond the property line. (1977 Code ' 11-364)

7-1-5: **DISCHARGE OF WATER:** It shall be unlawful for any person owning, occupying, or having control of any premises to fail, refuse or neglect to prevent water from the roof or eaves of any house, building, or other structure, or from any other source under the control or such person, to be discharged upon the surface of any sidewalk. (1977 Code ' 11-365)

7-1-6: **SIDEWALK REGULATIONS:**

A. Driving or Parking: It shall be unlawful for any person to drive or park a self-propelled vehicle or lead, drive, or ride any animal upon any sidewalk, except across a sidewalk at established crossings (1977 Code ' 11-366) The City may operate and/or authorize a vehicle on the sidewalk.

B. Businesses to Keep Clean: It shall be the responsibility for any owners or occupants of any place of to keep the sidewalk abutting thereon clean of debris.

C. Placing Goods for Sale or Show: No goods, wares, or merchandise shall be placed, maintained or permitted for sale or show in or on any park strip, street, or sidewalk beyond two feet (2') from the front line of the lot, without first obtaining the written approval of the City Council. Such approval shall be granted only when such sale or show shall be a promotional activity not exceeding forty eight (48) hours and when participated in by a majority of firms seeking approval in their business area.

D. The City Council's written approval shall specifically provide that no goods, wares, or merchandise shall be placed in such a manner as to leave less than a six foot (6') passageway for pedestrians. (1977 Code ' 11-368)

E. Placing Goods for Receipt or Delivery: It shall be unlawful for any person to place, or suffer to be placed or kept upon any sidewalk, any goods, wares or merchandise which he may be receiving or delivering, without leaving a foot passageway upon such sidewalk. It shall be unlawful for any person receiving or delivering such goods, wares or merchandise to suffer the same to be or remain on such sidewalk for a longer period than three (3) hours. (1977 Code ' 11-369)

F. Congregating: It is an infraction and subject to penalty as provided in Section 1-4-1 of this Code for any person to congregate about or upon any sidewalk, stairway, doorway, window or in front of any business or dwelling house, theater, lecture room, church or elsewhere and by so doing to obstruct or interfere with the free passage of persons entering, leaving or occupying such building or premises. (1977 Code ' 11-371)

G. Obstruction of Sidewalk: It is an infraction and subject to penalty as provided in Section 1-4-1 of this Code for any person to allow vegetation to grow in a manner that obstructs the sidewalk. Owners and occupants of real property abutting any public street, curb, gutter, or sidewalk shall keep trimmed or cut back all vegetation which overhangs or grows onto such street, curb, gutter or sidewalk and which impedes or interferes with pedestrian or vehicular traffic or obstructs the vision of drivers of vehicles. If any owner or occupant fails to do so within three (3) days of receiving written notice from the City of a violation of this section, the City may cut back the vegetation and may charge the owner or occupant for the costs of doing so.

7-1-7: **DRIVING ANIMALS ON STREETS:** Every person who drives any herd of sheep or band of horses, cattle or other animals upon any public street or highway without first obtaining a permit from the contracted law enforcement agency so to do is guilty of an infraction and subject to penalty as provided in Section 1-4-1 of this Code. (1977 Code ' 11-331; 1998 Code)

7-1-8 **PARK STRIPS.**

A. All park strips shall be landscaped by the abutting property owner in conformance with the provisions of this section. During the construction of a new principal building, the general contractor is responsible for maintaining the park strip. In general, this maintenance and

landscaping will involve improving the ground surface of the park strip with plant material, non-organic porous material, or hard-surface where permitted. Park strip trees shall also be provided as required herein. Maintenance includes keeping a clean and orderly park strip free of foreign material and trash during and after construction.

1. Definition. Park strips – means the strip of land next to a road which is between the curb or future location of a curb and the sidewalk or property line.

2. Park strips less than four (4) feet in width shall be landscaped and maintained with any one or a combination of the following: grass, ground cover, annuals, perennials, bark, or wood chips, paving material, or decorative rock, gravel, or chips.

3. All park strip landscaping shall be maintained in a safe and well-kept condition by the abutting property owner. Trash, other debris, and noxious weeds shall not be allowed to collect or grow in these areas.

4. Park strips four (4) feet or more, but less than six (6) feet shall be landscaped with any one or a combination of the following: grass, ground cover, annuals, perennials, bark, wood chips, paving material, or decorative rock, gravel, or chips, and may include trees. If trees are used, such trees shall be spaced no less than twenty five (25) feet apart and no greater than thirty (30) feet apart. Trees with a minimum caliper size of two (2) inches are recommended. (see Providence City for a complete list of approved trees and recommended ground cover).

5. Park strips six (6) feet in width or greater shall be landscaped with any one or a combination of the following: grass, annuals, perennials, bark, wood chips, decorative rock, and may include trees. If trees are used, such trees shall be spaced no less than twenty five (25) feet apart and no greater than thirty (30) feet apart. Trees with a minimum caliper size of two (2) inches are recommended. (see Providence City for a complete list of approved trees and recommended ground cover).

6. Where a park strip has been installed, the abutting property owner shall provide landscaping as provided in this section and shall continue to maintain the landscaping in a healthy, safe, attractive, and nuisance-free condition. This shall include taking appropriate measures to water and trim plant materials, and to keep the parkway weed-free.

7. Vegetation which causes a public safety problem may be removed by the City.

8. It shall be unlawful for any person to remove from park strips any trees required by the provisions of this section. This provision shall not apply to routine parkway maintenance.

9. Occupancy permits for new commercial buildings shall not be issued unless the abutting park strips landscaping has been installed or a bond provided to guarantee installation.

10. In all new subdivisions and developments, the developer as a part of the development, is responsible for the street lights, locations(s) to be determined by the City. The developer will be responsible for all associated costs pertaining to the street lights and all coordination with the power company will be handled by the developer.

B. Paving Materials: Paving materials, limited to placed concrete, concrete pavers, brick pavers, or natural stone pavers, may be used in portions of a park strip subject to the following limitations:

1. Paving Materials Near Existing Street Trees or Water Barrels: Placed concrete shall not be placed in any park strip with existing street trees. Other paving materials shall be kept a minimum of eighteen inches (18") away from existing street trees and water barrels. Grass ground cover, perennials, annuals, organic mulch or gravel shall be used near existing street trees and water barrels.
2. Twenty Four Inch Wide Park Strips: Except as specified above, placed concrete, natural stone pavers, or brick pavers may be used in one hundred percent (100%) of a park strip that is twenty four inches (24") or less in width. If placed concrete is used, it should be finished with a stamped pattern resembling brick or natural stone or scored with another decorative pattern to distinguish it from the adjacent sidewalk.
3. Thirty Six Inch Wide Park Strips: In park strips that are thirty six inches (36") or less in width, brick pavers, concrete pavers, or natural stone pavers may be used in one hundred percent (100%) of the surface area. Placed concrete shall not be used except for carriageways as outlined below. The use of plants in combination with paving materials is encouraged.
4. Carriageways: In order to provide for safe and convenient access across park strips to and from vehicles that may park at the curb, up to two carriageways (walkways between the curb and sidewalk) through planted area are encouraged per lot. The material of carriageways may be placed concrete, concrete pavers, brick pavers, or flat, natural stone paving materials such as flagstone or a combination of these materials. The carriageway shall be not more than six feet (6') in width and shall be located so as to provide the most direct route from the curb to the sidewalk.
5. Prohibited Materials: Materials prohibited in park strips include asphalt, concrete (except where allowed as outlined above), thorn-bearing plants, groundcover which exceeds twenty-four inches (24") in height at maturity, shrubs which create visual barriers, anything that impedes pedestrian use, and structural encroachments.
6. Retaining Walls, Fences, Steps, and Other Similar Structural Encroachments: Retaining walls, fences, steps, and other similar structural encroachments in park strips are prohibited. These structural encroachments are generally prohibited because they limit access from the street to sidewalks and create obstructions to, and increase the cost of, performing maintenance of public improvements and utilities within the park strip.

C. Rock, Gravel, or Chips: Rock, gravel or chips may be used in a park strip subject to the following limitations:

1. Park strips with a grade of 8% or greater in either direction must have a permit from the City prior to installing rock, gravel, or chips.
2. The area for the rock, gravel or chips should be excavated to an appropriate depth for the size of material.
3. A commercial grade weed barrier should be installed.
4. Rock, gravel, chips should be filled flush or below with the sidewalk and curb.
5. Manhole covers, utility boxes, etc. must remain exposed and accessible.
6. The abutting property owner and/or assigns is responsible for keeping the rock, gravel, and chips out of the street, gutter, catch basins, and sidewalk; and from migrating during a rain or storm event.

D. Trees: Trees may be used in a park strip subject to the following limitations:

1. No tree shall be planted in a park strip without first obtaining a permit from the City.
2. Tree species must be listed on the City's Parking Strip Tree List.
3. Trees within overhead utility easement shall be of a species the customarily grows to a height not exceeding fifteen feet (15').
4. Tree size shall be a minimum of two-inch (2") caliper (measured at a point six inches (6") above the soil line) at the time of planting,
5. Maintenance (pruning, removal, etc.) of trees is the responsibility of the abutting property

owner and/or assigns. Except in the case of an emergency, a permit from the City is required before removing a park strip tree. The bottom of the canopy should be maintained to 14' over the roadway and 8' over the sidewalk.

E. Notwithstanding anything in this chapter, the city retains the right to maintain, remove, or alter the park strip landscaping as the city deems necessary.

DRAFT

Ordinance No. 2019-018

AN ORDINANCE AMENDING PROVIDENCE CITY CODE (PCC) TITLE 10 ZONING REGULATIONS, CHAPTER 1, SECTION 5 AMENDMENTS AND CHANGES BY ADDING INFORMATION REQUIRED WITH A REZONE APPLICATION.

WHEREAS UCA § 10-9a-102.(2) states ". . . municipalities my enact all ordinances, resolutions, and rules and may enter into other forms of land use controls . . ." 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.

- City staff feels certain information is necessary to review and process an application to rezone property.
- City staff would like to standardize the information required with an application to rezone property.
- City staff has prepared the attached code amendment that lists the information required with a rezone application.
- Planning Commission studied the proposed amendment and held a public hearing prior to making a recommendation.
- The Planning Commission considered the following:

FINDINGS OF FACT:

1. Providence City Code (PCC) 10-1-5:A. states changes and amendments to this Zoning Title shall be done in accordance with state law.
2. UCA § **10-9a-102 Purposes -- General land use authority.**
   (1) The purposes of this chapter are to:
   (a) provide for the health, safety, and welfare; (b) promote the prosperity; (c) improve the morals, peace, good order, comfort, convenience, and aesthetics of each municipality and each municipality's present and future inhabitants and businesses; (d) protect the tax base; (e) secure economy in governmental expenditures; (f) foster the state's agricultural and other industries; (g) protect both urban and nonurban development; (h) protect and ensure access to sunlight for solar energy devices; (i) provide fundamental fairness in land use regulation; (j) facilitate orderly growth and allow growth in a variety of housing types; and (k) protect property values.
3. UCA § 10-9a-501(2) . . . a legislative body may enact a land use regulation only by ordinance.
4. UCA § 10-9a-502 Requires the planning commission provide notice and hold a public hearing on a proposed land use regulation; review and recommend to the legislative body a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land within all or any part of the area of the municipality; and forward to the legislative body all objections filed.
5. UCA 10-9a-503(1) Only a legislative body may amend: (a) the number, shape, boundaries, area, or general uses of any zoning district; (b) any regulation of or within the zoning district; or (c) any other provision of a land use regulation.

CONCLUSIONS OF LAW:

1. The proposed code amendment is consistent with the purposes listed in UCA § 10-9a-102.
2. The Planning Commission reviewed and made recommendations to the draft code amendment. The attached draft includes the Planning Commission's recommendations.

CONDITIONS:

1. That the proposed code amendment continue to be processed in accordance with State and City codes and regulations.

- On October 9, 2019, the Providence City Planning Commission recommended the City Council approve the code amendment.

THEREFORE be it ordained by the Providence City Council

- The attached code amendment shall be approved based on the findings of fact, conclusions of law, and conditions listed above and the recommendation of the Providence City Planning Commission.
- The City Code shall be amended to reflect the changes.
- 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 22 day of October 2019.

Council Vote:

Allen, Kirk	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Eck, Kristina	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Fresz, Brent	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Giles, Dennis	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Sneddon, Roy	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

Signed by Mayor John Drew this day of October 2019.

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, Recorder

DRAFT

10-1-5: **AMENDMENTS, CHANGES:**

A. Zoning Title: Changes and amendments to this Zoning Title shall be done in accordance with State law.

B. Zoning Change: Any change of zoning shall be by a vote of the City Council with at least three (3) Council members voting in favor of said change. Such action shall be taken only after a recommendation concerning such request for zoning change is received from the Planning ~~and Zoning~~ Commission or after the time for response has elapsed, after public notification, and after a public hearing is held in accordance with State law. (Zon. Ord., 5-8-1991)

1. **Application for Rezone.** A complete application must include the following:
   a. Payment of the application fee established by resolution.
   b. Written statement of the purpose for the rezone.
   c. Combined legal description of the area(s) proposed for rezone.
   d. Map showing the area(s) proposed for rezone, including the general location of all non-developable sensitive areas, all potentially developable sensitive areas, existing infrastructure (including but not limited to: roads, water mains, sewer mains, storm water facilities, parks, etc.), and any proposed infrastructure shown in the City's general plan and associated maps.
   e. Names and addresses for affected entities, as defined by UCA 10-9a-103.
   f. Names and addresses for adjacent property owner(s) as defined by Providence City Code 10-1-6:B.2.
   g. Applicants are encouraged, but not required, to provide information about the type of housing, the layout of the development, etc. for the benefit of the Planning Commission.

DRAFT

Ordinance No. 2019-019

AN ORDINANCE AMENDING PROVIDENCE CITY CODE PCC TITLE 10 ZONING REGULATIONS, CHAPTER 6, SECTION 1 USE CHART BY ADDING ACCESSORY APARTMENT UNIT (AAU), AMENDING ACCESSORY DWELLING UNIT (ADU) AS PERMITTED IN THE RESIDENTIAL ZONES, AND AMENDING BED AND BREAKFAST AS A CONDITIONAL USE IN MULTI-FAMILY ZONES.

WHEREAS UCA § 10-9a-102.(2) states ". . . municipalities my enact all ordinances, resolutions, and rules and may enter into other forms of land use controls . . ." 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.

- On February 12, 2019, the City Council adopted Ordinance No. 2019-003, an ordinance amending Providence City Code Title 10 Zoning Regulations by adding Chapter 13 Accessory Dwelling Units (ADUs).
- The City has received a request for a bed and breakfast in a multi-family district.
- The City is considering amending Providence City Code Title 10 Zoning Regulations, Chapter 12 Accessory Dwelling Units by renaming it Accessory Apartment Units and allowing new units.
- To accommodate the above 3 items, the Providence City staff prepared the attached code amendment.
- Planning Commission studied the proposed amendment and held a public hearing prior to making a recommendation.
- The Planning Commission considered the following:

FINDINGS OF FACT:

1. Providence City Code (PCC) 10-1-5:A. states changes and amendments to this Zoning Title shall be done in accordance with state law.
2. UCA § **10-9a-102 Purposes -- General land use authority.**
   (1) The purposes of this chapter are to:
   (a) provide for the health, safety, and welfare; (b) promote the prosperity; (c) improve the morals, peace, good order, comfort, convenience, and aesthetics of each municipality and each municipality's present and future inhabitants and businesses; (d) protect the tax base; (e) secure economy in governmental expenditures; (f) foster the state's agricultural and other industries; (g) protect both urban and nonurban development; (h) protect and ensure access to sunlight for solar energy devices; (i) provide fundamental fairness in land use regulation; (j) facilitate orderly growth and allow growth in a variety of housing types; and (k) protect property values.
3. UCA § 10-9a-501(2) . . . a legislative body may enact a land use regulation only by ordinance.
4. UCA § 10-9a-502 Requires the planning commission provide notice and hold a public hearing on a proposed land use regulation; review and recommend to the legislative body a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land within all or any part of the area of the municipality; and forward to the legislative body all objections filed.
5. UCA 10-9a-503(1) Only a legislative body may amend: . . . (b) any regulation of or within the zoning district; or (c) any other provision of a land use regulation.

CONCLUSIONS OF LAW:

1. The proposed code amendment is consistent with the purposes listed in UCA § 10-9a-

102.

2. The City staff prepared the attached code amendment.
3. The Planning Commission reviewed the draft code amendment.

CONDITIONS:

1. That the proposed code amendment continue to be processed in accordance with State and City codes and regulations.

- On October 9, 2019 the Providence City Planning Commission recommended the City Council adopt the proposed changes.

THEREFORE be it ordained by the Providence City Council

- The attached code amendment shall be approved based on the findings of fact, conclusions of law, and conditions listed above and the recommendation of the Providence City Planning Commission.
- The City Code shall be amended to reflect the changes.
- 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 9 day of October 2019.

Council Vote:

Allen, Kirk	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Eck, Kristina	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Fresz, Brent	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Giles, Dennis	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Sneddon, Roy	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

Signed by Mayor John Drew this day of October 2019.

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, Recorder

DRAFT

CHAPTER 6

USE REGULATIONS

SECTION:

10-6-1: Use Chart

10-6-2: Classification of New and Unlisted Uses

10-6-1: **USE CHART:** Land and buildings in each of the zoning districts may continue to be used, but no land shall herein after be used, and no building or structure shall hereinafter be erected, altered or converted which is arranged, designed or used for other than those uses specified for the district in which it is located as set forth by the following use chart and indicated by:

P = permitted use

C = conditional use permit required

X = special review required

I = Allowed only as a conditional use when incidental to a retail business with more than 15,000 square feet of floor area and:

- incidental to a single use (i.e.: a bank is incidental to retail business, not multiple businesses); and
- a department store, grocery store, health fitness center, or other retail business may have more than one incidental use associated with it; and
- the combined total of all incidental uses associated with a building may not exceed 12% of the gross square footage of the building or 6,000 sq ft whichever is less (administrative offices, restrooms, storage areas, and other enmities necessary for the operation of the retail business are not considered incidental uses) ; and
- cannot be a stand-alone building (an unoccupied drive through structure(s) and/or fueling pads will be counted as part of the 12% but not included in the 6,000 sq ft cap of the incidental use); and
- must share the same public entrance(s); and
- a permitted business is not considered an incidental use; and
- incidental use must have its own business license unless owned and operated by the primary retail business.

= not permitted (absence of symbol)

If a use is not specifically designated, it is prohibited.

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
A.	**Residential Uses**															
1	Single family, detached	P	P	P	P	P	P	P	P	P					P	
2	Single family, attached					P	P	P		P	P	P			P	
3	Dwelling, two family									P	P	P			P	
4	Dwelling, three family									P	P	P			P	
5	Dwelling, four family									P	P	P			P	
6	Dwelling, multi-family											P			P	
7	Manufactured/modular	P	P	P	P	P	P	P	P	P	P	P			P	
8	Mobile/trailer home								P							
9	~~Secondary residential structure (OM 005-2005 01/13/04)~~	C	C	C												
10	Cluster development			C	C	C	C	C	C	C	C	C			C	

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
11	Inner block development		C	C	C										C	
12	Planned Unit Development		C	C	C	C		C	C	C	P	P			C	
13	Bed & Breakfast	C	C	C	C	C	C	C		C	C	C	C		C	
14	Hotel/motel											C	C		C	
15	Lodging house									C	C	C	C		C	
16	Residence for persons with disabilities		P	P	P	P	P	P	P	P	P	P			C	
17	Residential facility for the aged		P	P	P	P	P	P	P	P	P	P			C	
B.	**Accessory/Incidental Uses**															
1	Accessory building	P	P	P	P	P	P	P		P	P	P	P	P	P	
2	Accessory apartment unit															
3	Accessory dwelling unit	P	P	P	P	P	P	P							P	
4	Accessory farm building	P	P	P	P	P										
5	Off street parking incidental to main use	P	P	P	P	P	P	P		P	P	P	P	P	P	
6	Private swimming pool	P	P	P	P	P	P	P		P	P	P	P		P	
C.	**Governmental/Institutional/Special Services**															
1	Church	P	P	P	P	P	P	P	P	P	P	P				
2	Ministers, rabbis, priests, and other similar ordained religious work	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^				
3	Community center	P	P	P	P	P	P	P	P	P	P	P	P			
4	Day care nursery	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	C	
5	Preschool	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^			C	
6	Public Park		P	P	P	P	P	P	P	P	P	P			P	P
	Private Lessons / public facility															C
7	Public School (OM 020-2004)	P	P	P	P	P	P	P	P	P	P	P				
8	Public building	P	P	P	P	P	P	P	P	P	P	P	P		P	P
D.	**Utility and Related Service**															
1	Electric substation	C	C													
2	Electric power plant	C														
3	Fire station	P	P	P	P	P	P	P	P	P	P	P				
4	Gas meter station	P	P	P	P	P	P	P	P	P	P	P				
5	Irrigation supply	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
6	Utility distribution lines	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
7	Radio/TV/cellular tower	P											C			C
8	Sewage/water pumping station	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
9	Telephone utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
10	Public utilities, other	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
11	Utility shop, storage and bldgs	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
12	Water treatment plant	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
13	Water well reservoir or storage tank	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
E.	**Professional Services**															

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
1	Business office, medium impact	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^			P	
2	Business office, low impact	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^			P	
3	Business office, general												P	I or C*	P	
4	Clinic, dental												P	I or C*	P	
5	Clinic, medical												P	I or C*	P	
6	Clinical Social Worker												P	I or C*	P	
7	Office for single physician, dentist, or chiropractor	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	P	
8	Licensed professional	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	P	
9	Mortuary	C^	C^						C^	C^	C^	C^	P		P	
10	Optical shop	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	P	
11	Pharmacy	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	P	
12	Private school, teaching, tutoring(1 or 2 students at a time)	P^	P^	P^	P^	P^	P^	P^	C^	C^	C^	C^				
13	Private school, teaching	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P		P	
14	Studio: Art, Dance, Drama, Photography, etc (1 or 2 students at a time)	P^	P^	P^	P^	P^	P^	P^	C^	C^	C^	C^				
15	Studio: Art, Dance, Drama, Photography, etc and tutoring	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	P	
16	Dressmakers, seamstresses, tailors, upholsters, and related occupations	P^	P^	P^	P^	P^	P^	P^	C^	C^	C^	C^				
17	Artists, artisans, craftsman, sculptors, authors, small crafts and handcrafts, and related artistic work	P^	P^	P^	P^	P^	P^	P^	C^	C^	C^	C^				
18	Veterinarian^^	C^	C^	C^					C^	C^	C^	C^	C		P	
F.	**Retail/Related Uses**															
1	Adult oriented business												C			
2	Food preparation, catering, etc	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	P	P	C
3	Bakery/Confectionery sales	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	P	P	
4	Barber/beauty shop	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	P	P	
5	Book/Stationery Store												p	p	P	
6	Computer Store												p	p	P	
7	Department store												p	p	P	
8	Florist Store												p	p	P	
9	Furniture Store												p	p	P	
10	Specialty Store/Shop	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^		P		

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
11	Grocery store	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	p	p	P	
12	Hardware store												p	p	P	
13	Home & Garden store												p	p	P	
14	Laundry/dry cleaning store												p	p	P	
15	Laundry services	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^				
16	Liquor store (OM 015-2004)												p	p	P	
17	Music Store												p	p	P	
	Paint Store												p	p	P	
18	Pet Grooming	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	P	P	
19	Pet Store												p	p	P	
20	Restaurant/fast food												p	p	P	
21	Shoe repair	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	p	p	P	
22	Small appliance repair	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	p	p	C	
23	Variety Store												p	p	P	
24	Commercial complex												p	p	P	
25	Shopping center												p	p	P	
26	Tire sales, retail (OM 001-002, 02/27/01)												c	P		
27	Yard sales on an occasional basis	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^				
G.	**Commercial/Related Uses**															
1	Auto Sales – New & Used (OM 016-2004 05/11/04)												P	P		
2	Auto Sales –Used (OM 016-2004 05/11/04)															
3	Auto wash												P	P		
4	Bank/financial												C	I or C*	P	
5	^^^Nondepository Financial Institutions												P	I or C*		
6	Building materials												P	P		
7	Dance hall															
8	Gasoline/petroleum storage (not bulk)	C	C	C	C	C							C	C		
9	Gasoline sales/service												P	P		
10	Fitness Center Commercial (Gym)												P	P	P	
11	Convenience store												P	P		
12	Night club															
13	Print shop/sales	C^	C^	C^	C^	C^	C^	C^					P	P	P	
14	Recreation/Entertainment												P	I or C*		
15	Research facilities	C^	C^	C^	C^	C^	C^	C^				P				
16	Theater												P	P	P	
17	Vehicle storage															
H.	**Industry and Manufacturing**															
1	Auto repair													C	C	
2	Paint and body shop													C		
3	Bldg maintenance & repair services												C			
4	Cabinet Shop															
5	Counter top shop															

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
6	Clothing Manufacturer															
7	Furniture Manufacturer															
8	General contractor yard												C			
9	Landscape services															
10	Yard/lawn/snow removal maintenance	C^	C^	C^	C^	C^							C			
11	HVAC shop/sales												C			
12	Ice cream plant															
13	Lumber yard												P			
14	Paint Shop												P			
15	Welding/machine Shop												C			
16	Wholesale outlet/storage and sales												P			
17	Light Manufacturing												C			
18	Motorcycle, Snowmobile, ATV, etc repair	C^	C^	C^	C^	C^	C^	C^	C^							
I.	**Agriculture and Related Uses**															
1	Beekeeping 4 or less colonies	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^
1A	Beekeeping More than 4 colonies	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^
2	Breeding or raising animals for sale, food, pleasure, or profit	P^^	P^^	P^^	P^^	P^^										
3	Keeping dogs, cats, fish, or exotic caged birds	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	C	I	P	
4	Commercial crop production	P	P	P	P	P										
5	Dairy business	P^^	P^^	P^^												
6	Feed lot	C														
7	Gardens and orchards for home use	P	P	P	P	P	P	P	P	P	P	P			P	
8	Ranch/farm production and operation	P	P													
9	Garden and greenhouse plants and produce for wholesale or retail sales OM 007-2006 05/23/2006	C^	C^	C^	C^	C^	C^	C^	C^							
10	Gasoline/petroleum storage (not bulk)	C														

^Use is allowed as a permitted or conditional use only if it is a home business, child care business or nonconforming business that complies with Title 3, Chapter 4 of this Code, Conditional Businesses

^^Must conform to Title 5 Chapter 1of this Code, Animal Regulation and Control.

^^^Nondepository financial institutions are businesses that conduct transactions of cashing a check for consideration or extending a deferred deposit loan and shall include any other similar types of businesses licensed by the State of Utah pursuant to the check cashing and deferred deposit lending registration act. Nondepository financial institutions shall be limited by the population of all residents in Providence City. The total population figures shall be based on the US Census Bureau's annual estimates. Only one nonfinancial institution shall be allowed for a population of 0 – 7,000. and 1 per 7,000 thereafter.

*The following conditions apply to a non-sales tax generating business (NSTGB) located in the CHD zone:

1. The combined total of all NSTGB will be limited to no more than 15% of the combined existing gross leasable space (GLS) of buildings in the project area; the GLS of a building is based on the square footage of the ground floor; upper levels are not included in the combined totals for or against the 15% limitation.
2. The project area is the approved preliminary plat.
3. Incidental uses in the project area are not computed in the 15% limitation.
4. NSTGB may be in a free standing building of its own or part of a multi-tenant building with separate outside entrances for the public.

DRAFT

102.

2. The City staff prepared the attached code amendment.
3. The Planning Commission reviewed the draft code amendment.

CONDITIONS:

1. That the proposed code amendment continue to be processed in accordance with State and City codes and regulations.

- On October 9, 2019 the Providence City Planning Commission recommended the City Council adopt the proposed changes.

THEREFORE be it ordained by the Providence City Council

- The attached code amendment shall be approved based on the findings of fact, conclusions of law, and conditions listed above and the recommendation of the Providence City Planning Commission.
- The City Code shall be amended to reflect the changes.
- 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 22 day of October 2019.

Council Vote:

Allen, Kirk	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Eck, Kristina	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Fresz, Brent	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Giles, Dennis	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Sneddon, Roy	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

Signed by Mayor John Drew this day of October 2019.

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, Recorder

DRAFT

Ordinance No. 2019-020

AN ORDINANCE AMENDING PROVIDENCE CITY CODE PCC TITLE 10 ZONING REGULATIONS, CHAPTER 12 ACCESSORY APARTMENT UNITS (AAU) TO ALLOW FOR ACCESSORY APARTMENT UNITS.

WHEREAS UCA § 10-9a-102.(2) states ". . . municipalities my enact all ordinances, resolutions, and rules and may enter into other forms of land use controls . . ." 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.

- On February 12, 2019, the City Council adopted Ordinance No. 2019-003, an ordinance amending Providence City Code Title 10 Zoning Regulations by adding Chapter 13 Accessory Dwelling Units (ADUs).
- The City is considering amending Providence City Code Title 10 Zoning Regulations, Chapter 12 Accessory Dwelling Units by renaming it Accessory Apartment Units and allowing new units.
- On January 10, 2006 the Providence City Council adopted Ordinance 002-2006 an ordinance approving a code amendment to providence city code 10-12 Accessory Dwelling Units by prohibiting the approval of new accessory dwelling units.
- In 2006, accessory dwelling units were attached units. With the adoption of Ordinance 2019-003, accessory dwelling units became detached units.
- The current City Council is considering permitting accessory apartment units.
- Providence City staff prepared the attached code amendment.
- Planning Commission studied the proposed amendment and held a public hearing prior to making a recommendation.
- The Planning Commission considered the following:

FINDINGS OF FACT:

1. Providence City Code (PCC) 10-1-5:A. states changes and amendments to this Zoning Title shall be done in accordance with state law.
2. UCA § **10-9a-102 Purposes -- General land use authority.**
   (1) The purposes of this chapter are to:
   (a) provide for the health, safety, and welfare; (b) promote the prosperity; (c) improve the morals, peace, good order, comfort, convenience, and aesthetics of each municipality and each municipality's present and future inhabitants and businesses; (d) protect the tax base; (e) secure economy in governmental expenditures; (f) foster the state's agricultural and other industries; (g) protect both urban and nonurban development; (h) protect and ensure access to sunlight for solar energy devices; (i) provide fundamental fairness in land use regulation; (j) facilitate orderly growth and allow growth in a variety of housing types; and (k) protect property values.
3. UCA § 10-9a-501(2) . . . a legislative body may enact a land use regulation only by ordinance.
4. UCA § 10-9a-502 Requires the planning commission provide notice and hold a public hearing on a proposed land use regulation; review and recommend to the legislative body a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land within all or any part of the area of the municipality; and forward to the legislative body all objections filed.
5. UCA 10-9a-503(1) Only a legislative body may amend: . . . (b) any regulation of or within the zoning district; or (c) any other provision of a land use regulation.

CONCLUSIONS OF LAW:

1. The proposed code amendment is consistent with the purposes listed in UCA § 10-9a-102.
2. The City staff prepared the attached code amendment.
3. The Planning Commission reviewed the draft code amendment.

CONDITIONS:

1. That the proposed code amendment continue to be processed in accordance with State and City codes and regulations.

- On October 9, 2019, the Providence City Planning Commission recommended the City Council adopt the attached code amendment.

THEREFORE be it ordained by the Providence City Council

- The attached code amendment shall be approved based on the findings of fact, conclusions of law, and conditions listed above and the recommendation of the Providence City Planning Commission.
- The City Code shall be amended to reflect the changes.
- 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 22 day of Octobe 2019.

Council Vote:

Allen, Kirk	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Eck, Kristina	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Fresz, Brent	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Giles, Dennis	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Sneddon, Roy	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

Signed by Mayor John Drew this day of 2019.

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, Recorder

DRAFT

CHAPTER 12

ACCESSORY APARTMENT UNITS

(OM 002-2006, 01/10/2006)(OM 006-2006, 06/27/2006)

SECTION:

10-12-1: Purpose
10-12-2: Required Conditions
10-12-3: Legalizing Existing AAUs
10-12-4: Permit Regulations
10-12-5: Report to Council

~~10-12-1: **PURPOSE:** The purpose of repealing the ability to grant a temporary conditional use permit for an accessory dwelling unit is to maintain the integrity of single-family residential zones.~~

10-12-1: Purpose and Intent

The purpose of this chapter is to establish a city ordinance governing the construction and use of Accessory Apartment Units (AAUs). AAUs are separate dwelling units attached to the primary residence. Chapter 13 of this title covers Accessory Dwelling Units (AAU) which are detached from the primary residence.

10-12-2: Definitions

A. Accessory Apartment Unit (AAU) - A second dwelling unit which is a self-contained dwelling unit located within a single family dwelling unit, but has a separate entrance. It is a separate housekeeping unit that can be isolated within the original dwelling unit and conforms to all applicable building codes and standards. An AAU maintains complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, including a separate kitchen.

B. ~~A.~~ Accessory Dwelling Unit (ADU) - A second dwelling unit which is a self-contained dwelling unit located on an owner-occupied lot or parcel. It is in a detached building which maintains complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation, including a separate kitchen. See Chapter 13 of this title for the ordinance governing Accessory Dwelling Units.

10-12-2: **REQUIRED CONDITIONS:** ~~A temporary conditional use permit that has been granted prior to October 2005 for a use to be known as an~~ An accessory ~~dwelling unit~~ apartment unit (AAU) ~~in a single-family dwelling unit~~ shall be allowed ~~to continue~~ in all single-family residential zones provided that the conditions and criteria listed below are complied with.

~~A. Separate Unit: The accessory dwelling unit shall be a separate housekeeping unit that can be isolated within the original dwelling unit and conform to all applicable building codes and standards.~~

B. Number Allowed: Only one accessory ~~dwelling unit~~ apartment unit shall be permitted within a single-family dwelling unit.

C. Occupancy:

1. ~~The owner of the single-family dwelling unit in which the accessory dwelling unit is located shall occupy at least one of the units in the dwelling.~~

An AAU shall only be permitted when the property owner lives on the property within either the principal dwelling or AAU. For the purpose of this section, the term "owner occupied" shall be

defined as full time residency within the home by the bona fide property owner(s) as shown on the Cache County tax assessment rolls, or by any person who is related by blood, marriage or adoption, or a trustor of a family trust that possesses legal ownership of the property.

Within 30 days of securing approval for construction of an AAU, the owner shall record against the deed to the subject property, a deed restriction running in favor of the municipality limiting occupancy of either the principal dwelling unit or the AAU to the owner of the property. Proof that such a restriction has been recorded shall be provided to the City prior to issuance of the occupancy permit for the AAU.

Owner occupancy shall not be required when an owner has a bona fide temporary absence of two (2) years of less for activities such as military service, temporary job assignments, work sabbaticals, or voluntary service.
Neither the primary dwelling unit nor the AAU may be sold or conveyed separately.

2. The accessory ~~dwelling unit~~ apartment unit shall be occupied by a single family or no more than ~~two (2)~~ four 4 individuals unrelated by blood, marriage or adoption.

D. Design; Size:

1. The accessory ~~unit~~ apartment unit shall be designed so that the appearance of the residence remains as that of a single-family dwelling unit. Entrances to the accessory ~~dwelling unit~~ apartment unit shall be located on the side or rear of the dwelling unit whenever possible. If a front entrance is required, it shall be visually screened from all public right of ways.

2. The design and size of the accessory ~~dwelling unit~~ apartment unit shall conform to all applicable health, building and other codes.

3. The total area of the AAU shall be less than fifty percent (50%) of the total square footage of the primary residence, but not more than 1200 square feet.

~~E. Parking: Parking shall be provided as required by Section 10-8-6 of this Zoning Title. (Ord., 2-16-1994)~~ No off-street parking requirement.

3. To maintain the appearance of a single-family dwelling unit, accessory ~~dwelling units~~ apartment units shall not have a separate driveway.

10-12-3: **LEGALIZING EXISTING AAUs**

Any existing illegal AAU will not be subject to any enforcement action if an application to legalize the AAU is submitted within 12 months of the adoption of these regulations.

Owners of illegal AAUs shall be guilty of a Class B misdemeanor and subject to a penalty listed in Providence City Code Title 1 Chapter 4. Any existing illegal AAU will not be subject to any enforcement action if:

A. The AAU owner applies for a permit to legalize the illegal AAU within 12 months of the adoption of these regulations;

B. The AAU complies with the minimum requirements of the International Residential Code within 6 months of the date of applying for a permit under this section.

C. The AAU complies with the minimum housing code standards within 6 months of the date of applying for a permit under this section.

D. The AAU owner supplies the City with certification that the water supply and sewage disposal facilities are adequate for the AAU.

10-12-4: **PERMIT REGULATIONS:**

~~A. Temporary Conditional Use Permit:~~

~~1. Review: Any temporary conditional use permit granted will be reviewed annually by the City. Said permit may, however, be immediately revoked at any time if this Zoning Title or other ordinances or regulations of the City are not continuously complied with.~~

~~2. Sale of Single-Family Dwelling: Any temporary conditional use permit granted for the use of an accessory dwelling unit shall continue upon the sale of the single-family dwelling unit unless the accessory dwelling unit is not occupied as an accessory dwelling unit for one year or more. If use is abandoned for a period of one year, after October 2005 owners will not be able to apply for a temporary conditional use permit. The residence will revert to one single-family unit. (OM 006-2006 06/27/2006)~~

B. Building Permit: A ~~building~~ zoning permit shall be obtained by the homeowner from the City, and a building permit shall be obtained from Cache County, before the commencement of any new construction of an accessory ~~dwelling~~ apartment unit.

C. Occupancy Permit: Prior to anyone occupying ~~as~~ an accessory ~~dwelling~~ apartment unit, a certificate of occupancy shall be obtained by the homeowner from ~~the City~~ Cache County. ~~as specified by Section 10-3-4 of this Title. (Ord., 2-16-1994)~~

10-12-5: **REPORT TO COUNCIL:**

The mayor and city staff shall report to the council once a year the number of new AAUs permitted during the previous 12 months. This report shall be made to the council no later than 30 days after the end of the calendar year.

DRAFT

PROVIDENCE CITY

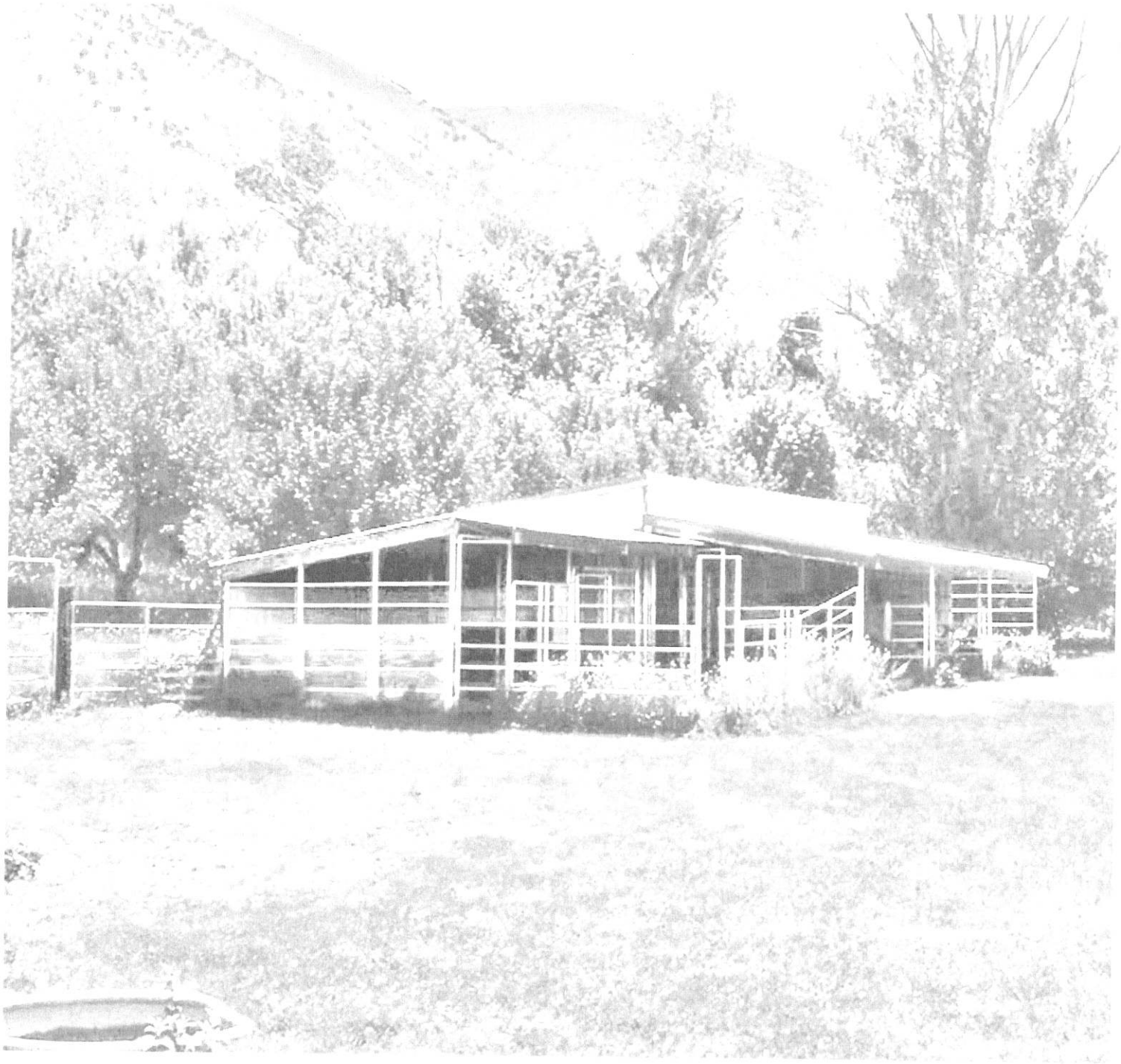
GENERAL PLAN

2017





ACKNOWLEDGMENTS



Summary of Comments on PGP_General Plan Update_Draft Document - corrections 09-11-2011.pdf

Page: 2

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What is this picture of? Seems random

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APPENDICES

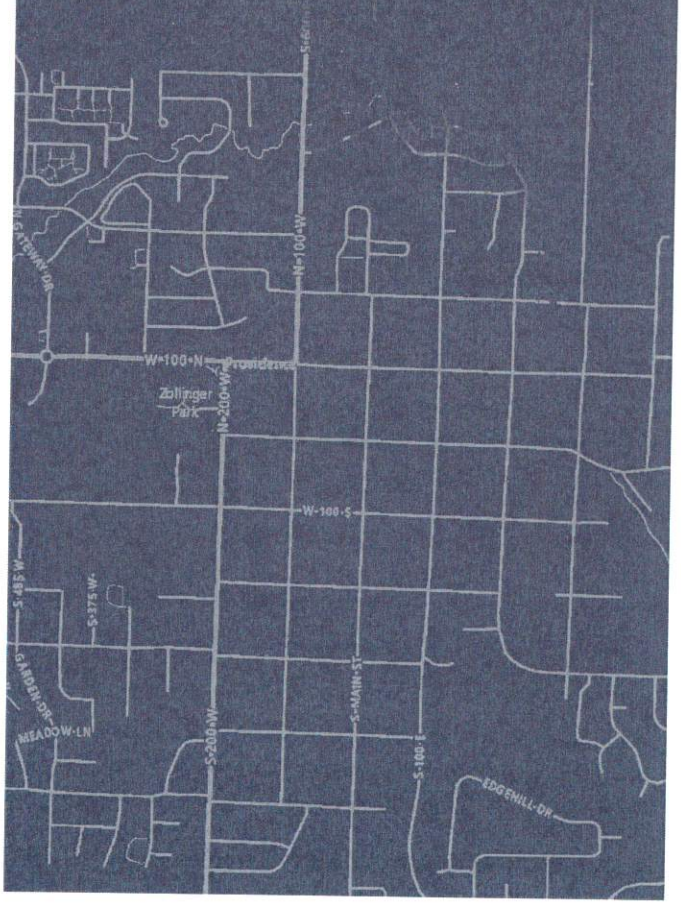
Appendix A: Relevant Best Practices

Appendix B: Master Plan 2000 Key Goals

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INTRODUCTION

From a stopping point for Shoshoni tribes, to an early Mormon settlement, to a farming community, Providence has had a long and rich history in Cache Valley. Since its establishment as a City in 1859, Providence has maintained its identity as an agrarian community. 40 years of rapid growth has brought with it the benefits and challenges of change for a small community. Providence recognizes the value and need for growth, while still seeking to provide the agrarian quality of life, character, and uniqueness long associated with the community. Having a vision for the City, coupled with the appropriate goals and strategies will provide Providence with the tools necessary to ensure future growth and the character of Providence are united, that both may occur without compromise of the other. This plan seeks to provide these guiding principles and to best manage the look, feel, and function of the City. These are designed to proactively anticipate and guide future changes and achieve the community's shared vision.



Preface

WHAT IS THE GENERAL PLAN?

The general plan is a comprehensive policy document used to guide the City's future. In broad terms, the General Plan aims to map out and communicate a City's future based on a shared vision of the community.

The ideas in this General Plan provide a means to improve the community character and quality of life for residents, increase prosperity and business development opportunities, and address city goals within the context of the growing region and regional impacts outlined in the plan document.

WHY DO WE HAVE A GENERAL PLAN?

This General Plan functions in two roles for the City. First, this document updates and replaces the 2000 General Plan and ensures Providence meets the State requirements set by The State of Utah's Land Use Development and Management Act (LUDMA).

Second, the Plan provides a basis for informed decision making. The General Plan provides consistency by establishing a framework for both short-term and long-term decision-making. The plan provides guidance to land owners, current and future business owners, and residents. An understanding of the long-term vision for the City is needed so people can make decisions regarding their land and business with an understanding of the parameters of planning policies and why they are in place. City leaders and citizens stated that they wish to preserve the agrarian character of Providence. This Plan provides a way this can be achieved while ensuring that landowners are able to exercise their development rights.

WHAT DOES THE GENERAL PLAN TALK ABOUT?

The plan covers the topics of land use, neighborhoods, design review, transportation, economics, moderate income housing, environmental stewardship, public services, public safety and emergency management, and an annexation plan. Togeher, these elements produce a vision for the future of Providence. Key Initiatives and a Design Framework Map summarize the interconnected nature of the Plan's components, providing a succinct and easy to use 'quick-reference' for the vision of the City.

Page: 4

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Replace "Mormon" with "settlers of The Church of Jesus Christ of Latter-Day Saints (Mormons)"

T Number: 2 Author: Roy Sneddon Date: 10/15/2019 2:54:42 PM
design review of what

THE GENERAL PLAN PROCESS

It has been 17 years since the City adopted the previous General Plan. Significant change and growth occurred in that time, including the addition of Maceys grocery store and several new single and multi-family housing developments. The importance of the past 15+ years of progress, along with the expectation of future change, demands a General Plan update that analyzes these changes in the community. This plan takes into account these changes and provides updated goals, policies, and implementation measures to guide future development in the City. To oversee the update process, the City established a Steering Committee consisting of representatives from City Staff, City Administration, City Council, and the public. The consultant team worked under the guidance of the Steering Committee and City staff.

THE PLAN FORMAT

This document contains two sections that function together to create a comprehensive General Plan. The first section of this Plan consists of the vision and key initiatives that provide overall guidance for the City. The second section contains the individual parts that direct implementation of the vision. The goal of these chapters is to parse out gives Providence its unique qualities and what can be done to enhance and preserve them through the many different elements that center around land use, transportation, and economics.

WHO WILL USE THE PLAN AND HOW?

It is the goal of the General Plan to provide an effective and easily understood document that may be utilized by anyone in the City, ranging from City staff appointed to make administrative and planning decisions, to concerned citizens, to land owners and developers. The general plan provides a means for aligning the efforts of different city departments, boards, commissions, and the council, toward achieving the overall vision for the City.

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Community Context

REGIONAL CONTEXT

Providence is a small community that is part of the larger metropolitan area of Logan in Cache Valley. The valley is bound by the Wellsville Mountains to the west and the Bear River Mountains to the east. Smaller towns and communities dot the valley, with the greater, more urban population found along the east. Because of the interconnected nature of the various communities comprising Cache Valley, the Cache Valley Regional Council adopted a 2040 vision plan to help guide future growth. The document process included extensive public engagement, scenario planning, and exploring growth issues and choices. The following Growth Principles embody many of the values held by people of the region. Because Cache Valley is currently experiencing rapid growth and is expected to do so in the future, it is imperative that this growth be well planned and responsive to the preservation of the agricultural character and beauty of the region.

ENVISION CACHE VALLEY GUIDING PRINCIPLES

1. Enhance existing towns and cities and maintain individual community identity by encouraging inward growth and more compact development and buffering community boundaries with agrarian and natural lands
2. Encourage mixed-use neighborhoods and town centers that include a variety of housing options and that allow individuals and families to live close to where they shop, obtain services, go to school, work, and play
3. Develop clean and sustainable industry and good-paying jobs close to home
4. Provide a balanced transportation network with improved roadway connections, enhanced public transportation options, and streets that encourage bicyclist and pedestrian mobility
5. Invest in efficient infrastructure systems to serve existing communities and future growth. These systems manage such services as water, sewer, waster disposal, and energy
6. Protect, preserve, and improve air quality, water quality, wildlife habitat, agricultural land and scenic beauty of Cache Valley
7. Maintain and improve access to recreation by connecting local recreational amenities to a regional network
8. Expand local recreational systems, providing small parks located near where people live and linked by trails for walking and biking

COMMUNITY + PLANNING HISTORY

In the 1850's, early Mormon settlers began to erect cabins, layout a narrow roadway from the "Big Spring" and give the little community the name "Spring Creek Settlement". In time, the small group grew from a few families to sixteen families, and by 1859 and the settlement was renamed "Providence". By the 1870's the town had been developed into a grid pattern consisting of 8-acre blocks, each divided into six lots. Agriculture was the dominant industry in the community. There were small commercial activities that included mercantile shops, mills, brickyards, blacksmith shops, and a sugar beet factory. Over the next 40 years the population more than doubled, and by 1910 there were approximately 1,020 residents. Growth in the community remained relatively minimal, until the 1980's, when the population grew steadily over the next three decades to reach its current estimated number of 7,270.

In December of 2000, the City's first General Plan was completed. This document provided the City with the base information to help guide and direct the vision and goals of the community. Progress towards implementation of the first General Plan goals include designation of zones hazardous for residential development, creation of two new parks, impact fees for the continued development of community parks, open space, and activity centers, improved transportation routes, and addressing vehicular routing problems with roundabouts. A status assessment of Master Plan 2000 goals is provided in Appendix X. Many of those goals remain relevant and are carried forward into this plan. Ideas and goals carried forward include design review guidelines, where and how residential development should occur, continued development of parks, open spaces, and trails, and continued provisions for safe, flexible, efficient and aesthetic transportation.

The following timeline highlights some of the key events in City history, with a emphasis of those moments related to planning, growth, and change.

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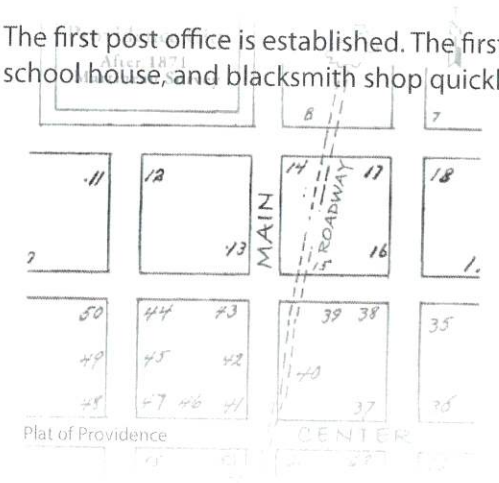
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PROVIDENCE CITY TIMELINE

1859 — Providence becomes one of the six original settlements of Cache Valley

1861 — The first post office is established. The first sawmill, school house, and blacksmith shop quickly follow



Plat of Providence

1871 — Construction of "Old Rock Church" is completed


Old Rock Church

1898 — The Town Incorporation of Providence is approved. Soon after, Hopkin John Mathews is elected as the first President of the Board


Hopkin John Mathews

1909 — Providence gains effective electricity

1912 — The Logan Rapid Transit comes to Providence

1929 — "Theurer's Store" opens as a Grocery and Meat Market

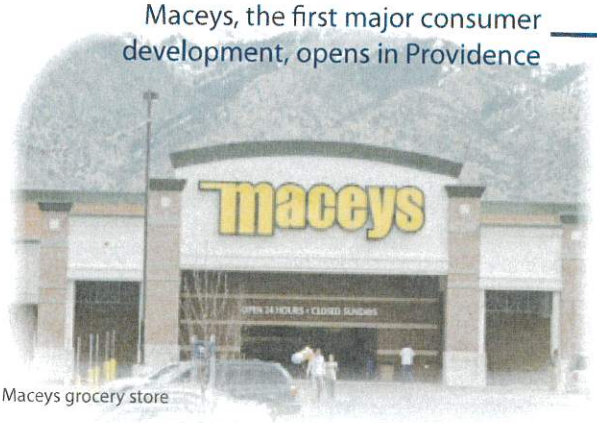
1970 — After a 50 year lull the population doubles, suddenly reaching 2200


Providence circa 1970's

1991 — The first zoning ordinance is approved by the city council

2000 — Providence continues to grow, reaching 4,000 residents. The City's first General Plan is adopted

2007 — Maceys, the first major consumer development, opens in Providence



Maceys grocery store

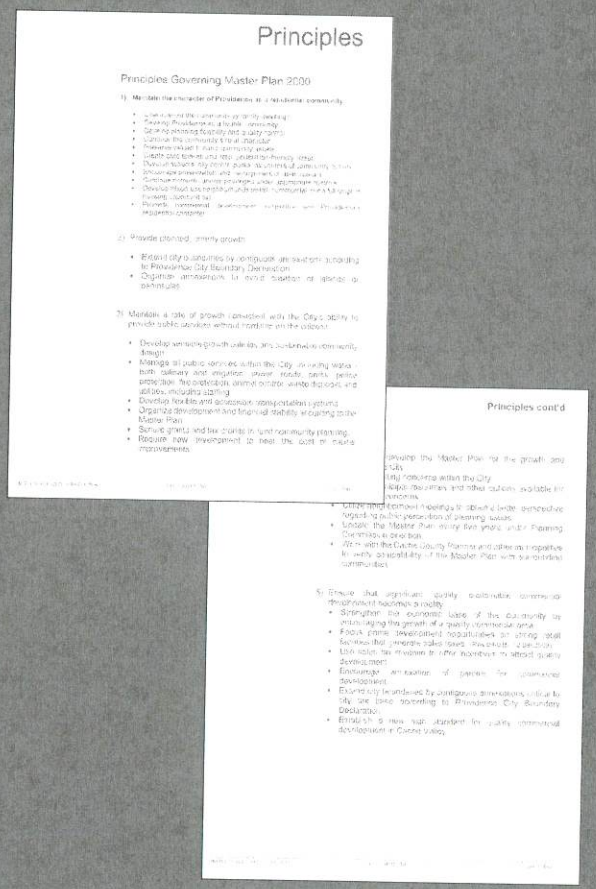
2011 — According to the U.S. census, the population reaches 7,075


Population Growth

2017 — Begin General Plan update preparation

WHAT HAS CHANGED SINCE THE 2000 GENERAL PLAN?

Since the General Plan was completed in December of 2000, there have been many changes to the community. The population grew from 4,377 to an estimated 7,494 residents. The City's largest retail development, Maceys, was completed, along with a bank, fast food establishments, offices, and medical service clinics. Many new single-family homes have been built along with townhome and apartment developments in the northern sections of the City. Construction continues on new roadways, streetscape improvements, and improved/ additional connections to Logan.


Principles

Principles Governing Master Plan 2000

Principles cont'd

PROVIDENCE TODAY

Providence, while still very much a farming community, has also over time become a desirable residential suburb of the neighboring City of Logan. Providence is a city where generations have grown, and where new families have come to raise their children. For a time, much of the commercial activities disappeared from the City, but over the last decade there has been new retail, office, and commercial growth. This signifies a shift for the City as the continuation of this type of development will provide not only an improved tax base but closer or walkable access to these uses for residents.

Parks and recreation opportunities continue to improve, including the addition of amenities such as a splash pad, pickleball court, and new playground equipment. The City has taken valuable steps in improving irrigation in the City and has saved thousands of dollars through better water sourcing and practices.

Rezoning requests and building applications are brought to the planning commission at a steady pace as new development of single and multi-family housing and some retail and dining establishments are built in the City.

The recent relocation of the City offices to a larger building, purchasing of equipment for Public Works, and sound fiscal practices maintained by the City show a stable and capable local government with intentions to maintain its fiduciary responsibilities to its citizens.

PROVIDENCE TOMORROW

As Providence enters into the next chapter of its City's history, the question is: What do we hope to become? Preservation of the qualities that makes Providence a community and place where people wish to live and raise their families can only be achieved through careful planning; ensuring that clear guidelines and policies are in place that guide growth in a positive and sustainable direction.

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Planning Commission

POPULATION



65+ years

Percent
Total

11.32%
801



18-64 years

53.20%
3,764



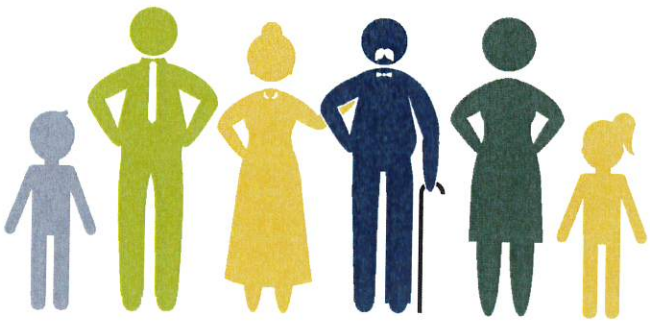
5-17 years

25.12%
1,777



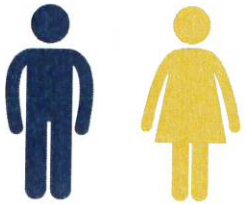
0-4 years

10.36%
733



7,494
2016 Population Estimate

31.0
Median Age



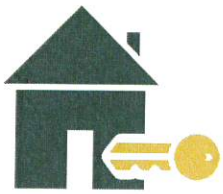
Male
51.3%

Female
48.7%



Married
79.0%

HOUSING

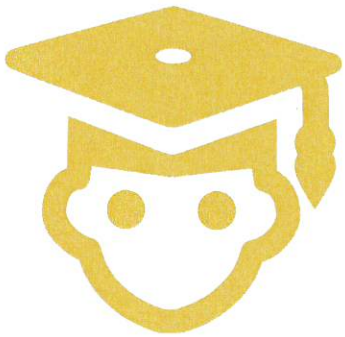


Owner Occupied Household
83.5%



Housing Units
2,282

EDUCATION



High School or Higher
97.1%

Bachelor's Degree or Higher
47.2%

ECONOMY + INCOME



Median Value of Owner Occupied Housing Units
$232,2000



Median Income
$62,335

TRANSPORTATION + GEOGRAPHY



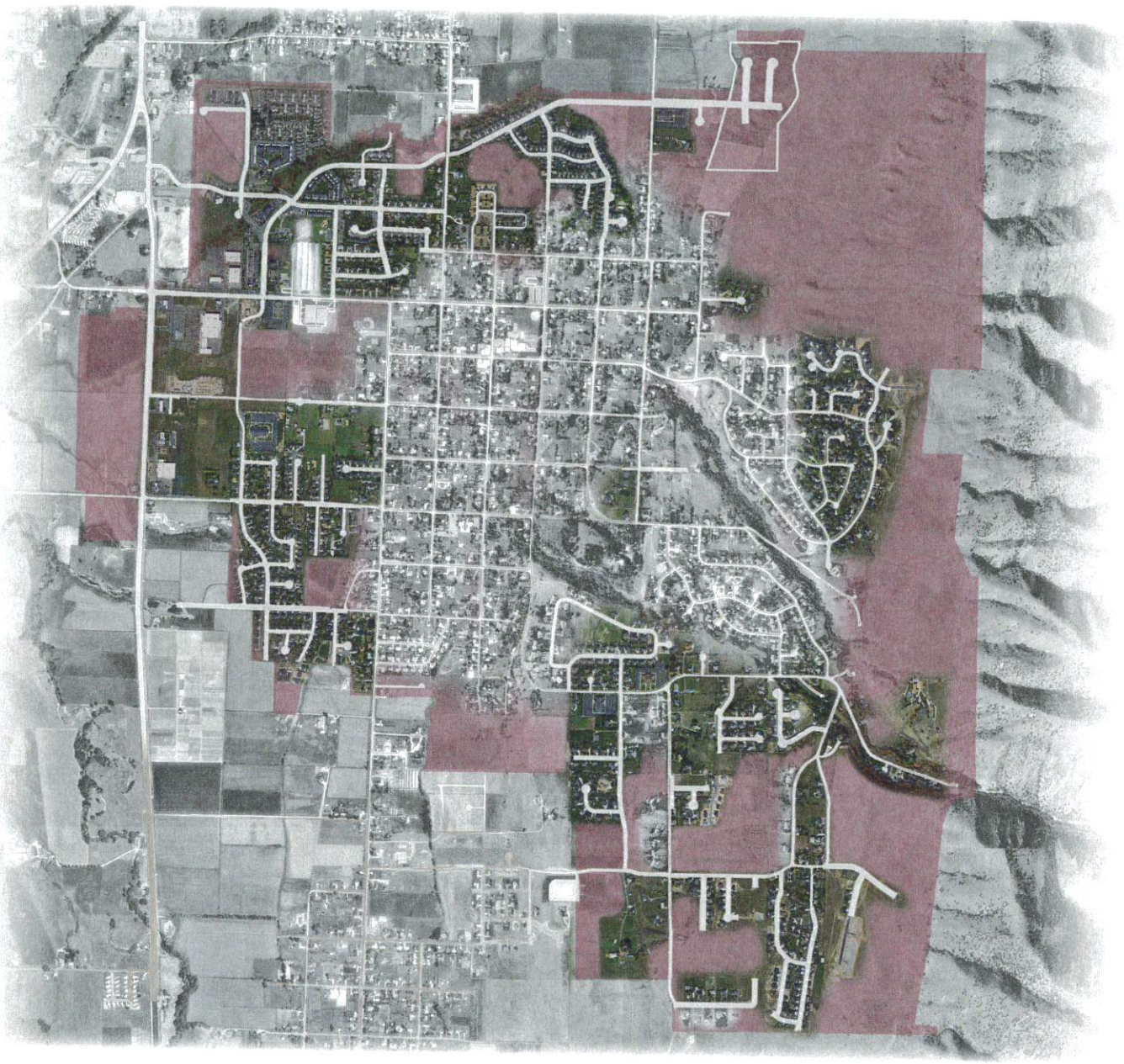
Mean Travel Time to Work
16.7 Minutes



Land Area
3.79 square miles

WHAT DOES THE FUTURE LOOK LIKE?

The image below represents the changes experienced in Providence over the last 25 years. The green/color image is the new growth that has occurred, the black and white image was what existed 25 years ago, and the pink is the property within the City boundary that remains primarily undeveloped or minimally developed. What will this image 25 years from now look like? The goal of this document is to help answer that question.



Providence Today

Providence 25 Years Ago

Providence Owned But Undeveloped

"Guide and manage growth in a way that preserves natural scenery and the agrarian essence of the City, while also providing more opportunities to live, work, shop, and recreate in Providence."

PROVIDENCE CITY VISION

Framework for the Future

KEY INITIATIVES

Providence City, through the process of developing this general plan, established five key initiatives to act as the planning and development focus for the City. These initiatives will guide decisions regarding City land use, transportation, housing, and economic development and will also provide direction on overall policy and budget decisions. These major strategies build from the vision and will direct the projects and programs the city will prioritize for implementing the ideas of the general plan.

INITIATIVE #1: SENSE OF PLACE



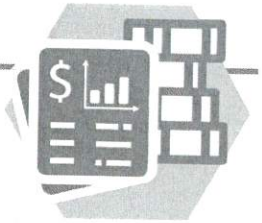
Preserve the 'sense of place' by identifying characteristics that define Providence as a unique place.



INITIATIVE #2: GREEN INFRASTRUCTURE

Make decisions regarding storm water and exterior water use guided by green infrastructure and low impact development best management practices.

INITIATIVE #3: FISCAL RESPONSIBILITY



Consider life-cycle costs when making decisions for design standards (such as road widths) and new capital improvement projects.



INITIATIVE #4: A MULTI-MODAL CITY

Ensure that transportation and recreation facilities accommodate a variety of transportation modes (biking, walking, driving, tranist) to provide people multi-modal transportation options as a lifestyle and recreation choice.

INITIATIVE #5: ECONOMIC DEVELOPMENT



Consider long-term economic development impacts when making land use, transportation, and other planning decisions.



INITIATIVE #6: LIFECYCLE HOUSING AND HOUSING CHOICES

Ensure that transportation and recreation facilities accommodate a variety of transportation modes (biking, walking, driving) to provide people multi-modal transportation options as a lifestyle and recreation choice.

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GROWTH STRATEGY FRAMEWORK MAP & KEY INITIATIVES

The Framework Map on the following page represents the preferred scenario for planning and managing future growth in Providence. This map reflects the overall characterization and general location of future nodes and regional centers of employment and shopping. The Framework Map reflects an integrated approach to the areas identified as priorities for future planning within Providence City. The Key Initiatives support the overall Growth Strategy and the ideas captured in Framework Map.

A description of the elements included on the Framework Map is provided below.



Providence City Core

A community business district style of commercial and office uses serving multiple surrounding neighborhoods. The City Core is an area for mixed use and higher density/ attached housing. The mixture of uses can be in a horizontal or vertical format (e.g. residential or office above retail; residential above office). Regional examples include the Sugar House Business District, SoDa Row in Daybreak, and Lehi Main Street.



Providence Downtown Core

A "Downtown" Main Street style of commercial and office uses. The downtown designation recognizes the historical role of this area. The mixture of uses can be in a horizontal or vertical format (e.g. residential or office above retail; residential above office). Regional examples include Downtown Provo, Ogden 25th Street, and Downtown Murray.



5 min./10 min. Mixed-Use Nodes

A small collection of retail and service uses focused on a corner or single block, serving the immediate surrounding neighborhood. Mixture of uses in a horizontal format (e.g. different uses adjacent to each other). Regional examples include 9th & 9th in Salt Lake City and 15th & 15th in Salt Lake City.



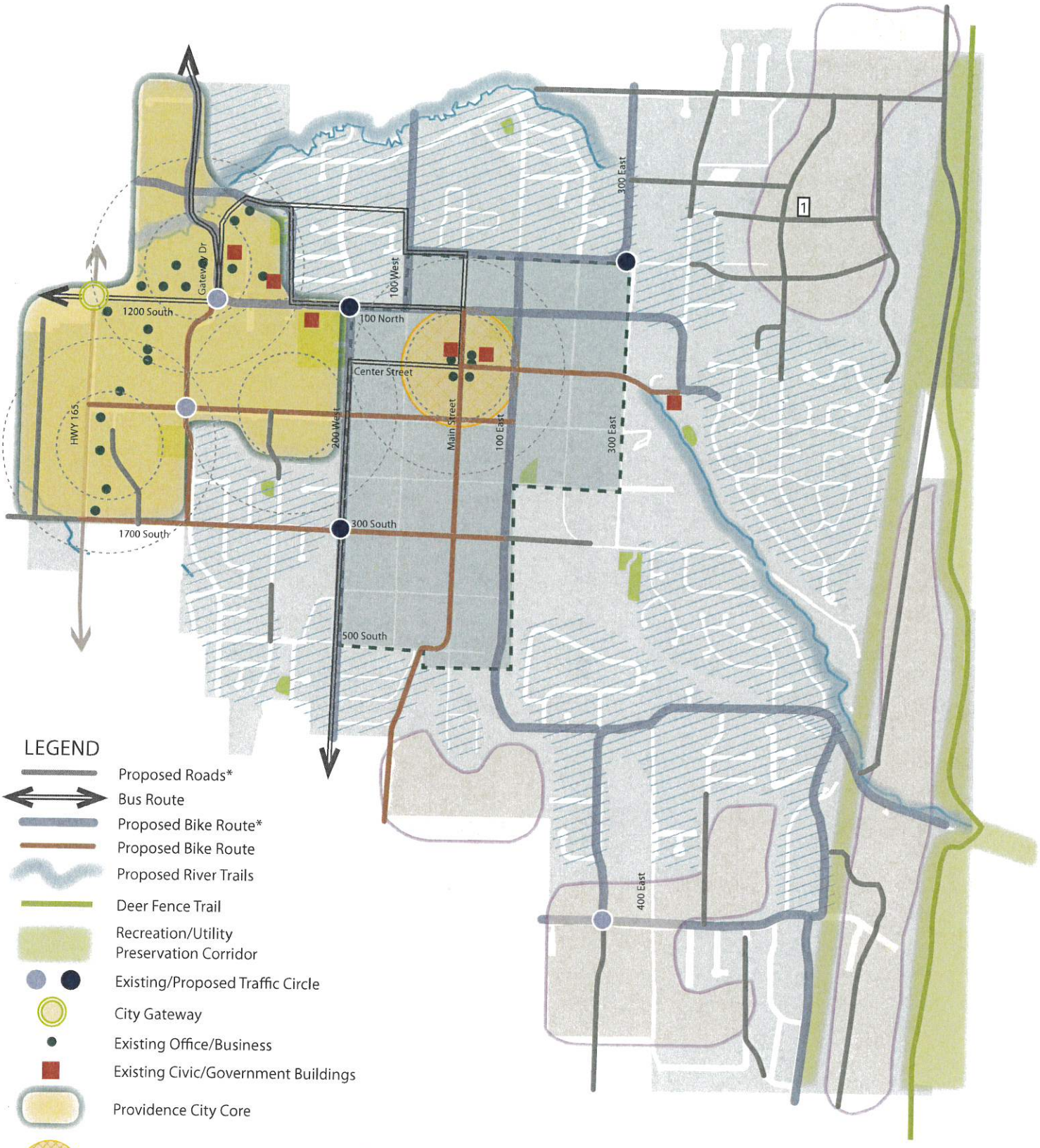
Neighborhood/Residential Development

Locations of existing and potential new residential development. Neighborhoods and residential development may consist of one housing type or a mix of housing types.



Potential Conservation Zones

Areas of ecological sensitivity such as wildlife habitat, productive farmland, scenic value, steep slopes and other environmental qualities in need of protection. Sensitive lands are protected with an easement while development is constructed around the sensitive land. Density, housing types, and lot sizes vary by conservation zone type.



*Based on current Transportation Master Plan

Page: 14

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HOW THE KEY INITIATIVES ARE SUPPORTED

The Key Initiatives are supported by objectives zzPart Two of this document contains chapters on individual areas of the general plan. Each chapter has an overarching goal and objectives with strategies to implement to achieve the goal and objectives. While the chapter goals address the topic for that chapter, collectively the goals are intended as a mechanism for achieving completion of the key initiatives. Below each objective is listed under the key initiative it supports.

	CHAPTER OBJECTIVES & KEY INITIATIVES	Initiative #1: SENSE OF PLACE	Initiative #2: GREEN INFRASTRUCTURE	Initiative #3: FISCAL RESPONSIBILITY	Initiative #4: A MULTI-MODAL CITY	Initiative #5: ECONOMIC DEVELOPMENT	Initiative #6: LIFE CYCLE HOUSING AND HOUSING CHOICES
LAND USE/NEIGHBORHOODS/DESIGN REVIEW	Objective: Integrate existing and future development through zoning and infrastructure standards that will offer requirements, solutions, and compatible support options.		●	●			
	Objective: Guide future development to support a city-wide network of activity centers/nodes, public spaces, and destinations including a commercial core, neighborhood parks, historic areas, and civic places all inked by streets, sidewalks, pathways, trails, and mass transit routes.	●		●	●	●	●
	Objective: Accommodate growth and accompanying infrastructure expansion without negative financial impacts to the city.		●	●		●	
	Objective: Promote development patterns and conservation development design, that protects Providence's natural environmental and scenic resources and create a network of preserved natural spaces as part of the residential subdivision process.	●	●				
	Objective: Promote development patterns that provide connectivity.	●		●	●		
	Objective: Use zoning and design standards to provide compatible transitions and/or integration between residential areas and commercial development.	●				●	
	Objective: Facilitate consistent quality development that is long-lasting and sustainable, while allowing for design flexibility	●		●	●	●	●
	Objective: Preserve the character-defining historic assets of Providence, including built and natural features.	●					
	Objective: Maintain and update land use maps.					●	
TRANSPORTATION SYSTEMS	Objective: Improve pedestrian safety, walkability and accessibility on City streets, rights of ways and easements.			●	●		●
	Objective: Create a network of bicycle and pedestrian sidewalks and pathways throughout Providence with interconnecting points to adjacent communities.	●	●	●	●	●	●
	Objective: Provide value to the community's character and identity by maintaining and improving the aesthetics of streets and public rights of way.	●	●	●		●	
	Objective: Providence City transportation system shall have a workable plan coordinating with the FHWA, UDOT, APWA, MUTCD and other agencies to include interconnecting with county and regional road systems			●	●	●	
	Objective: Plan and construct transportation improvements within the City of Providence and interconnections to surrounding region.	●	●	●	●	●	●
	Objective: Identify existing and future Right of Way Corridors within the city and interconnections with neighboring communities and agencies.			●	●	●	

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Number: 1 Author: Roy Sneddon Date: 10/17/2019 2:38:23 PM
Shouldn't CVT be included?

CHAPTER OBJECTIVES & KEY INITIATIVES	Initative #1: SENSE OF PLACE	Initiative #2: GREEN INFRASTRUCTURE	Initiative #3: FISCAL RESPONSIBILITY	Initiative #4: A MULTI-MODAL CITY	Initiative #5: ECONOMIC DEVELOPMENT	Initiative #6: LIFE CYCLE HOUSING AND HOUSING CHOICES
MOD. INCOME HOUSING						
Objective: Support and utilize existing affordable housing resources.			●		●	●
Objective: Support fair housing practices through education and awareness.			●		●	●
Objective: Modify existing regulatory measures to encourage the development of affordable housing and reduce production cost.			●		●	●
Objective: Provide financial incentives for affordable housing.			●		●	●
Objective: Encourage the provision of adaptive re-use and mixed-use.	●		●	●	●	●
Objective: Adopt new regulatory measures to encourage the development of affordable housing.				●	●	●
ENVIRON. STEWARDSHIP						
Objective: Minimize negative impacts to watershed, ground water, canals, springs, streams, rivers and other aquatic systems.		●	●		●	●
Objective: Protect surface and ground water resources from pollution and depletion.		●	●		●	
Objective: Retain open spaces and scenic views that contribute to the character of Providence.	●			●	●	●
Objective: Protect and/or maintain existing wildlife habitat, such as wildlife corridors, in a manner that minimizes conflicts and allows human and animal habitation to coexist.	●		●			●
Objective: [1]spect and tolerate deer and small animal populations within the city in an ethically responsible manner.	●					
Objective: Acknowledge Sensitive Areas discussed in Providence City Code Title 10 Chapter 5.	●		●			●
Objective: Protect areas throughout Providence City from the spread of invasive plants.			●			
PUBLIC SERVICES						
Objective: Reduce current and future load demands on Providence's storm water, sewer, and water systems.	●	●	●			
Objective: Maintain an adequate supply of clean culinary water to meet present and future needs and demands. [2]		●			●	
Objective: Maintain a sewer collection system that is efficient, economical, and sanitary, meeting local, state and federal requirements.			●		●	
Objective: Provide public services and facilities with consideration of life-cycle costs, including upfront costs and on-going operation and maintenance costs.		●	●	●		
Objective: Create parks as places of civic open space and centers of community activity.	●			●		●
PUBLIC SAFETY AND EMERGENCY MANAGEMENT						
Objective: Provide law enforcement services that protect individuals and businesses in Providence City.					●	
Objective: Provide animal control services and shelter that meet the needs of Providence City.			●			
Objective: Provide fire protection services with a reasonable response time for all areas within Providence City boundaries.					●	
Objective: Provide emergency medical services and transportation with a reasonable response time for all areas within Providence City boundaries.			●			
Objective: Cooperate with the Utah Division of Forestry, Fire, and State Lands (FFSL) to protect non-federal land from wildland fire.			●			
Objective: Provide for inspection services to ensure the construction of safe structures in Providence City.			●			●
Objective: Floodplain and storm water management and mitigation.	●		●		●	●
Objective: Create an evacuation plan and ro[3]e.			●			
ANNEXATION POLICY PLAN						
Objective: Provide a map of the expansion area.					●	●
Objective: Identify the need for municipal services in developed and undeveloped unincorporated areas.		●	●			
Objective: Identify the municipalities plans for extension of municipal services.			●		●	●
Objective: Identify how the services will be financed.			●		●	
Objective: Provide an estimate of the tax consequences to residents both currently within the municipal boundaries and in the expansion area.			●		●	●
Objective: Identify the interests of all affected entities.			●		●	
Objective: Identify certain areas that the City does not want to consider for annexation.			●			

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Number: 1 Author: Roy Sneddon Date: 10/17/2019 2:42:36 PM
In this context I do not know what it means.

Number: 2 Author: Roy Sneddon Date: 10/17/2019 2:46:17 PM
Extend development of secondary water system.

Number: 3 Author: Roy Sneddon Date: 10/17/2019 2:48:48 PM
Shouldn't this be plural - routes



KEY INITIATIVE #1: SENSE OF PLACE

Land Use, Neighborhoods, & Design Review

Objective: Guide future development to support a city-wide network of activity centers/nodes, public spaces, and destinations including a commercial core, neighborhood parks, historic areas, and civic places all inked by streets, sidewalks, pathways, trails, and mass transit routes.

Objective: Promote development patterns and conservation development design, that protects Providence's natural environmental and scenic resources and create a network of preserved natural spaces as part of the residential subdivision process.

Objective: Promote development patterns that provide connectivity.

Objective: Use zoning and design standards to provide compatible transitions and/or integration between residential areas and commercial development.

Objective: Facilitate consistent quality development that is long-lasting and sustainable, while allowing for design flexibility.

Objective: Preserve the character-defining historic assets of Providence, including built and natural features.

Transportation Systems

Objective: Create a network of bicycle and pedestrian sidewalks and pathways throughout Providence with interconnecting points to adjacent communities.

Objective: Provide value to the community's character and identity by maintaining and improving the aesthetics of streets and public rights of way.

Objective: Improve "walkability" and "bikeability" of City

Objective: Plan and construct transportation improvements within the City of Providence and interconnections to surrounding region.

Moderate Income Housing

Objective: Encourage the provision of adaptive re-use and mixed-use.

Environmental Stewardship

Objective: Retain open spaces and scenic views that contribute to the character of Providence.

Objective: Protect and/or maintain existing wildlife habitat, such as wildlife corridors, in a manner that minimizes conflicts and allows human and animal habitation to coexist.

Objective: Acknowledge Sensitive Areas discussed in Providence City Code Title 10 Chapter 5.

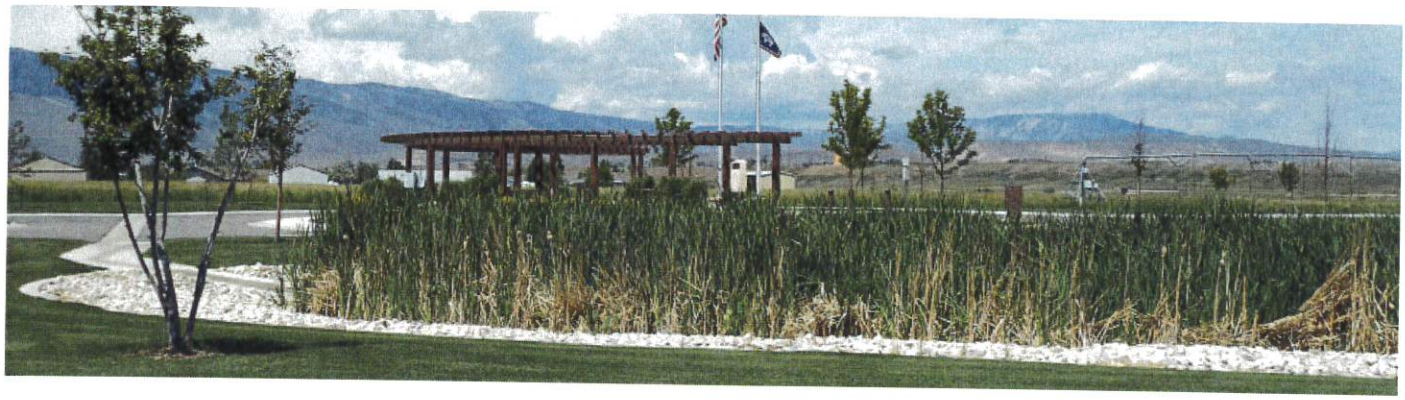
Public Services

Objective: Reduce current and future load demands on Providence's storm water, sewer and water systems.

Objective: Create parks as places of open space and centers of community activity.

Public Safety and Emergency Management

Objective: Floodplain and storm water management and mitigation.



KEY INITIATIVE #2: GREEN INFRASTRUCTURE

Land Use, Neighborhoods, & Design Review

Objective: Integrate existing and future development through zoning and infrastructure standards that will offer requirements, solutions, and compatible support options.

Objective: Accommodate growth and accompanying infrastructure expansion without negative financial impacts to the city.

Objective: Promote development patterns and conservation development design, that protects Providence's natural environmental and scenic resources and create a network of preserved natural spaces as part of the residential subdivision process.

Transportation Systems

Objective: Create a network of bicycle and pedestrian sidewalks and pathways throughout Providence with interconnecting points to adjacent communities.

Objective: Provide value to the community's character and identity by maintaining and improving the aesthetics of streets and public rights of way.

Objective: Plan and construct transportation improvements within the City of Providence and interconnections to surrounding region.

Objective: Identify existing and future Right of Way Corridors within the city and interconnections with neighboring communities and agencies.

Environmental Stewardship

Objective: Minimize negative impacts to watershed, ground water, canals, springs, streams, rivers and other aquatic systems.

Objective: Protect surface and ground water resources from pollution and depletion.

Public Services

Objective: Reduce current and future load demands on Providence's storm water, sewer and water systems.

Objective: Maintain an adequate supply of clean water to meet present and future needs and demands.

Objective: Provide public services of water, sewer and parks and recreation facilities with consideration of life-cycle costs, including upfront costs and on-going maintenance costs.

Annexation Policy Plan

Objective: Identify the need for municipal services in developed and undeveloped unincorporated areas.



KEY INITIATIVE #3: FISCAL RESPONSIBILITY

Land Use, Neighborhoods, & Design Review

Objective: Integrate existing and future development through zoning and infrastructure standards that will offer requirements, solutions, and compatible support options.

Objective: Guide future development to support a city-wide network of activity centers/nodes, public spaces, and destinations including a commercial core, neighborhood parks, historic areas, and civic places all inked by streets, sidewalks, pathways, trails, and mass transit routes.

Objective: Accommodate growth and accompanying infrastructure expansion without negative financial impacts to the city.

Objective: Promote development patterns that provide connectivity.

Objective: Facilitate consistent quality development that is long-lasting and sustainable, while allowing for design flexibility.

Transportation Systems

Objective: Improve pedestrian safety, walkability and accessibility on City streets, rights of ways and easements.

Objective: Create a network of bicycle and pedestrian sidewalks and pathways throughout Providence with interconnecting points to adjacent communities.

Objective: Provide value to the community's character and identity by maintaining and improving the aesthetics of streets and public rights of way.

Objective: Providence City transportation system shall have a workable plan coordinating with the FHWA, UDOT, APWA, MUTCD and other agencies to include interconnecting with county and regional road systems

Objective: Plan and construct transportation improvements within the City of Providence and interconnections to surrounding region.

Objective: Identify existing and future Right of Way Corridors within the city and interconnections with neighboring communities and agencies.

Moderate Income Housing

Objective: Support and utilize existing affordable housing resources.

Objective: Support fair housing practices through education and awareness.

Objective: Modify existing regulatory measures to encourage the development of affordable housing and reduce production cost.

Objective: Provide financial incentives for affordable housing.

Objective: Encourage the provision of adaptive re-use and mixed-use.

Environmental Stewardship

Objective: Minimize negative impacts to watershed, ground water, canals, springs, streams, rivers and other aquatic systems.

Objective: Protect surface and ground water resources from pollution and depletion.

Objective: Protect and/or maintain existing wildlife habitat, such as wildlife corridors, in a manner that minimizes conflicts and allows human and animal habitation to coexist.

Objective: Acknowledge Sensitive Areas discussed in Providence City Code Title 10 Chapter 5.

Objective: Protect areas throughout Providence City from the spread of invasive plants.

Public Services

Objective: Reduce current and future load demands on Providence's storm water, sewer and water systems.

Objective: Maintain a sewer collection system that is efficient, economical, and sanitary, meeting local, state and federal requirements.

Objective: Provide public services of water, sewer and parks and recreation facilities with consideration of life-cycle costs, including upfront costs and on-going maintenance costs.

Public Safety and Emergency Management

Objective: Provide animal control services and shelter that meet the needs of Providence City.

Objective: Provide emergency medical services with a reasonable response time for all areas within Providence City boundaries.

Objective: Cooperate with the Utah Division of Forestry, Fire, and State Lands (FFSL) to protect non-federal land from wildland fire.

Objective: Provide for inspection services to ensure the construction of safe structures in Providence City.

Objective: Floodplain and storm water management and mitigation.

Objective: Create an evacutation plan and route.

Annexation Policy Plan

Objective: Identify the need for municipal services in developed and undeveloped unincorporated areas.

Objective: Identify the municipalities plans for extension of municipal services.

Objective: Identify how the services will be financed.

Objective: Provide an estimate of the tax consequences to residents both currently within the municipal boundaries and in the expansion area.

Objective: Identify the interests of all affected entities.

Objective: Identify certain areas that the City does not want to consider for annexation.



KEY INITIATIVE #4: A MULTI-MODAL CITY

Land Use, Neighborhoods, & Design Review

Objective: Guide future development to support a city-wide network of activity centers/nodes, public spaces, and destinations including a commercial core, neighborhood parks, historic areas, and civic places all inked by streets, sidewalks, pathways, trails, and mass transit routes.

Objective: Promote development patterns that provide connectivity.

Objective: Facilitate consistent quality development that is long-lasting and sustainable, while allowing for design flexibility.

Transportation Systems

Objective: Improve pedestrian safety, walkability and accessibility on City streets, rights of ways and easements.

Objective: Create a network of bicycle and pedestrian sidewalks and pathways throughout Providence with interconnecting points to adjacent communities.

Objective: Providence City transportation system shall have a workable plan coordinating with the FHWA, UDOT, APWA, MUTCD and other agencies to include interconnecting with county and regional road systems.

Objective: Plan and construct transportation improvements within the City of Providence and interconnections to surrounding region.

Objective: Identify existing and future Right of Way Corridors within the city and interconnections with neighboring communities and agencies.

Moderate Income Housing

Objective: Encourage the provision of adaptive re-use and mixed-use.

Objective: Adopt new regulatory measures to encourage the development of affordable housing.

Environmental Stewardship

Objective: Retain open spaces and scenic views that contribute to the character of Providence.

Public Services

Objective: Provide public services and facilities with consideration of life-cycle costs, including upfront costs and on-going operation and maintenance costs.

Objective: Create parks as places of civic open space and centers of community activity.



KEY INITIATIVE #5: ECONOMIC DEVELOPMENT

Land Use, Neighborhoods, & Design Review

Objective: Guide future development to support a city-wide network of activity centers/nodes, public spaces, and destinations including a commercial core, neighborhood parks, historic areas, and civic places all inked by streets, sidewalks, pathways, trails, and mass transit routes.

Objective: Use zoning and design standards to provide compatible transitions and/or integration between residential areas and commercial development.

Objective: Facilitate consistent quality development that is long-lasting and sustainable, while allowing for design flexibility.

Transportation Systems

Objective: Create a network of bicycle and pedestrian sidewalks and pathways throughout Providence with interconnecting points to adjacent communities.

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Objective: Providence City transportation system shall have a workable plan coordinating with the FHWA, UDOT, APWA, MUTCD and other agencies to include interconnecting with county and regional road systems.

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Objective: Adopt new regulatory measures to encourage the development of affordable housing.

Environmental Stewardship

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Objective: Protect surface and ground water resources from pollution and depletion.

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Public Services

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Public Safety and Emergency Management

Objective: Provide law enforcement services that protect individuals and businesses in Providence City.

Objective: Provide fire protection services with a reasonalbe response time for all areas within Providence City boundaries.

Objective: Floodplain and storm water management and mitigation.

Annexation Policy Plan

Objective: Provide a map of the expansion area.

Objective: Identify the municipalities plans for extension of municipal services.

Objective: Identify how the services will be financed.

Objective: Provide an estimate of the tax consequences to residents both currently within the municipal boundaries and in the expansion area.

Objective: Identify the interests of all affected entities.



KEY INITIATIVE #6: LIFE CYCLE HOUSING AND HOUSING CHOICES

Land Use, Neighborhoods, & Design Review

Objective: Guide future development to support a city-wide network of activity centers/nodes, public spaces, and destinations including a commercial core, neighborhood parks, historic areas, and civic places all inked by streets, sidewalks, pathways, trails, and mass transit routes.

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Objective: Acknowledge Sensitive Areas discussed in Providence City Code Title 10 Chapter 5.

Public Services

Objective: Create parks as places of civic open space and centers of community activity.

Public Safety and Emergency Management

Objective: Provide for inspection services to ensure the construction of safe structures in Providence City.

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