PROVIDENCE CITY COUNCIL MEETING AGENDA
November 12, 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:	

Municipal Election Canvass: The Providence City Council, acting as the Board of Municipal Canvassers, will canvass the returns of the 2019 Municipal Election.

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 October 22, 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

Administrative Business Item(s):
Item No.1. Resolution 037-2019 – Development Agreement: The Providence City Council will consider for adoption a resolution approving the Development and Public Improvement Installation Agreement for The Corner Lot 1 Amendment – Final Plat; a two-lot commercial subdivision located in the general area of 506 West 100 South, Providence UT.
Item No. 2. Resolution 038-2019 – Development Agreement: The Providence City Council will consider for adoption a resolution approving the Development and Public Improvement Installation Agreement for Providence Highlands Phase 4; a 12-lot residential subdivision located in the general area of 1180 South 800 East.
Item No. 3. Resolution 039-2019 – Historic Preservation Commission Appointment: The Providence City Council will consider for adoption a resolution appointing Sharon Johnson to the Providence Historic Preservation Commission.
Item No. 4. Resolution 040-2019 – City Council Bylaws Amendment: The Providence City Council will consider for adoption a resolution approving an amendment to the City Council Bylaws.

Legislative Business Item(s)
Item No.1. Ordinance No. 2019-023 – 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 amending bed and breakfast as a home business in single-family zones and a conditional use a conditional use in multi-family zones.

Item No.2. Ordinance No. 2019-024 – Code Amendment PCC 10-3-6: The Providence City Council will consider for adoption and ordinance amending PCC Title 10 Zoning Regulations, Chapter 3 Permits, Plans, and Annexation, Section 6 Annexation by adding the information required with an annexation petition.

Item No. 3. Resolution 041-2019 General Plan - Moderate Income Housing: The Providence City Council will consider for adoption a resolution approving General Plan Chapter 7 Moderate Income Housing.

Item No.4. Ordinance No. 2019-022 – Code Amendment PCC 1-6-7:A: The Providence City Council will consider for adoption an ordinance amending PCC 1-6-7:A. changing the day of the regular city council meetings to the 1st or 3rd Tuesdays of the month.

Item No. 5. General Plan Discussion: The Providence City Council will discuss Chapters 4, 5, and 6 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 8th day of November 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 AGENDA
November 12, 2019 6:00 PM
Providence City Office Building,
164 North Gateway Drive,
Providence UT

Municipal Election Canvass: The Providence City Council, acting as the Board of Municipal Canvassers, will canvass the returns of the 2019 Municipal Election.

Information for this item will be available at the meeting.

PROVIDENCE CITY COUNCIL MEETING AGENDA
November 12, 2019 6:00 PM
Providence City Office Building
164 North Gateway Drive
Providence UT

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.

City Engineer and Public Works Director information will be available at the meeting.

Providence City
164 North Gateway Drive
Providence, UT 84332
(435) 752-9441 Fax: (435)753-1586
www.providencecity.com

November 12, 2019

Staff Report – Skarlet Bankhead

Public Safety

Dog Licenses:

October 2019	October 2018	October 2017
New / Total	New / Total	New / Total
11/ 574	5 / 487	3 / 504

Community Development

Business Licenses:

Business Type	October 2019	October 2018	October 2017
	New / total	New / total	New / total
Home businesses	3 / 103	1 / 88	0 / 167
Commercial business	3 / 116	2 / 107	2 / 114
Transient	0 / 1 active	1/ 2 active	0 / 1 active
Solicitor	1 / 5 active	0 / 4 active	0 / 10 active

Planning Commission:

Public Hearings:

- proposed rezone requested by Ralph Call for Pioneer Builders Company Inc. 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).
- proposed code amendments to Providence City Code Title 10 Zoning Regulations-Chapter 1-Section 5, by adding requirements for a rezone application
- proposed code amendments to Providence City Code Title 10 Zoning Regulations-Chapter 3-Section 6, by adding the information required with an annexation petition
- proposed code amendments to Providence City Code Title 10 Zoning Regulations-Chapter 6-Section 1, by adding accessory apartment unit and amending accessory dwelling unit as permitted in the residential zone, and amending bed and breakfast as conditional in multi-family zones
- proposed code amendments to Providence City Code Title 10 Zoning Regulations-Chapter 12 accessory apartment units to allow for accessory apartment units.

Action Items:

- Recommended the City Council grant a request by Ralph Call for Pioneer Builders Company Inc. 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).
- Recommended the City Council adopt proposed amendments to Providence City Code Title 10 Zoning Regulations-Chapter 1-Section 5, by adding requirements for a rezone application
- Recommended the City Council adopt proposed code amendments to Providence City Code Title 10 Zoning Regulations-Chapter 3-Section 6, by adding the information required with an annexation petition.
- Recommended the City Council adopt proposed code amendments to Providence City Code Title 10 Zoning Regulations-Chapter 6-Section 1, by adding accessory apartment unit and amending accessory dwelling unit as permitted in the residential zone, and amending bed and breakfast as conditional in multi-family zones.
- Recommended the City Council adopt proposed code amendments to Providence City Code Title 10

Zoning Regulations-Chapter 12 accessory apartment units to allow for accessory apartment units.

- Approved the Final Plat of Providence Gateway Condominiums Phases C & D Amended; located in the general area of 471 W 15 S, Providence UT.
- Approved the Final Plat of Providence Gateway Condominiums Phase F; located in the general area of 470 W 15 S, Providence UT.
- Approved the final plat for the 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
- Continued action on changing the regular meeting day to the second and fourth Tuesday of the month.

Study Items:

Discussed the following:

- Proposed code amendments making changes to the setback requirements.
- Proposed zone change for Parcel No. 02-162-0015; a 1.47-acre parcel located at 220 N Spring Creek Parkway, Providence UT. The property is currently zoned Commercial General District (CGD). The applicant is requesting Multi-Family High (MFH).
- Proposed amendments make changes in Section 1 Cluster and Inner Block Development by clarifying hearing notice requirements and expanding the area where inner block development can occur. Proposed amendments make changes in Section 2 Planned Unit Development by adding requirements for a storm water system, allowing home businesses, clarifying public and private right-of-ways.

Executive Staff:

- Reviewing the following:
  - Highlands phase 4 – final plat
  - Willows Group - rezone
  - PCC 10-14-1 & 2 Cluster/Inner Block and Planned Unit Development
  - PCC 7-1-6 Sidewalk Regulations
  - PCC 7-1-8 Park Strips

Land Use Authority:

- Approved a request by Justin Bott for a conditional use site plan for a single-family residence located at 1083 S 540 E, Providence UT
- Approved a request by Eric Watterson/Cook Homes for a conditional use site plan for a single-family residence located at 574 N 520 E, Providence UT.

Historic Preservation Commission:

- Did not meet in October

Appeal Authority:

- Did not meet in October

Finance and Records

Sales Tax Revenue

October 2019	October 2018	October 2017
$95,748.61	$90,363.58	$91,006.66

Invoice Register:

Fund Summary	October 2019	October 2018	October 2017
General	$606,222.32	$306,682.69	$142,616.37
Capital Project	$55,219.25	$0.00	$28,151.77
Water	$69,138.23	$64,441.27	$24,545.93
Sewer	$73,910.21	$62,127.59	$54,452.95
Storm Water	$2,410.64	$35,545.89	$941.05
Secondary Water	$642.50	NA	NA
Total	$807,543.15	$468,797.44	$250,708.07

See Attached Report for October 2019 Detail

Justice Court

	October	October	October 2017

	2019	2018	
Traffic cases filed:	32	33	40
Traffic cases disposed:	25	30	41
Criminal misdemeanor cases filed	5	5	8
Criminal misdemeanor cases disposed	3	8	4
Small claims filed:	2	1	1
Small claims trials:	4	3	3
Small claims settled/dismissed:	1	1	1
Small claims default judgment:	0	0	0
Fines and forfeitures collected:	$2,407.94	$2,606.17	$4,476.11
Surcharge collected:	$1,117.50	$1,462.44	$1,867.56
Fees/costs/contempt fines:	$1,183.70	$1,444.77	$200.00
Security charge collected:	$1,040.86	$1,421.62	$1,607.33
Total revenue collected:	$5,750.00	$6,935.00	$8,151.00
Revenue disbursed to State for surcharges:	$2,025.12	$2,702.07	$3,270.73
Revenue retained:	$3,724.88	$4,232.93	$4,880.27
Disbursed to Millville:	$446.83	$151.87	$159.60
Disbursed to River Heights:	$157.60	$35.19	$359.67

Cemetery:

	October 2019	October 2018	October 2017
Burials paid	4	1	6
Spaces Sold – Resident*	2	20	6
Spaces Sold – Non-Resident*	NA	0	0

***Single rate as of 05/24/2019**

Website/Social Media

- If there is something you would like to have on the web site, or a message you would like sent via Facebook or Twitter, please send me an email.
- Please remind folks to sign up for the Providence Pipeline

Providence Pipeline	Subscribers			
Group	Oct 2019	Sept 2019	July 2019	June 2019
Businesses (commercial)	36	33	27	26
Businesses (home business)	21	18	14	12
City Events and Announcements	373	367	356	350
City Newsletter Digital Edition	242	238	231	227
City Surveys	218	215	209	207
Public Works	289	285	275	272
Recreation Activities	409	404	391	384
Urgent Notifications	645	640	602	594
Youth Council	0	0	0	0
Total Subscribers	675	664	645	632

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	135.00	Vineyard Subdivision	101315 - AR - COMM. CENTER
CRS ENGINEERS	50094	27419	08/31/2019	10/04/2019	1,531.25	Vineyard Subd Rev.	101319 - AR -PROFESSIONAL SER
CRS ENGINEERS	50196	27513	09/30/2019	10/28/2019	375.00	Prov. Heights Subdivision	101319 - AR -PROFESSIONAL SER
CRS ENGINEERS	50196	27515	10/02/2019	10/28/2019	593.75	Providence gateway Townhomes	101319 - AR -PROFESSIONAL SER
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	67.50	Corner Commercial Subd.	101319 - AR -PROFESSIONAL SER
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	356.25	Jensen Farm Subdivision	101319 - AR -PROFESSIONAL SER
CRS ENGINEERS	50196	27520	09/30/2019	10/28/2019	62.50	Prov. City Ridgeview Estates	101319 - AR -PROFESSIONAL SER
CRS ENGINEERS	50196	27523	09/30/2019	10/28/2019	406.25	Vineyard Subd Rev.	101319 - AR -PROFESSIONAL SER
					$3,392.50		
Eccles, Kristi Dorigatti	EFT9999	10242019A	10/01/2019	10/01/2019	100.00	Offset for Mistake on Check	101590 - SUSPENSE
EFTPS	999999	PR100419-1	10/08/2019	10/08/2019	978.68	Medicare Tax	102221 - FICA PAYABLE
EFTPS	999999	PR100419-1	10/08/2019	10/08/2019	4,184.56	Social Security Tax	102221 - FICA PAYABLE
EFTPS	999999	PR101819-1	10/22/2019	10/22/2019	938.52	Medicare Tax	102221 - FICA PAYABLE
EFTPS	999999	PR101819-1	10/22/2019	10/22/2019	4,013.02	Social Security Tax	102221 - FICA PAYABLE
EFTPS	999999	PR103119-1	10/22/2019	10/22/2019	106.60	Medicare Tax	102221 - FICA PAYABLE
EFTPS	999999	PR103119-1	10/22/2019	10/22/2019	456.00	Social Security Tax	102221 - FICA PAYABLE
					$10,677.38		
EFTPS	999999	PR100419-1	10/08/2019	10/08/2019	2,697.77	Federal Income Tax	102222 - FWT PAYABLE
EFTPS	999999	PR101819-1	10/22/2019	10/22/2019	2,846.12	Federal Income Tax	102222 - FWT PAYABLE
EFTPS	999999	PR103119-1	10/22/2019	10/22/2019	21.11	Federal Income Tax	102222 - FWT PAYABLE
					$5,565.00		
UTAH STATE TAX COMMISSION	999999	PR100419-2	10/08/2019	10/22/2019	1,314.67	State Income Tax	102223 - SWT PAYABLE
UTAH STATE TAX COMMISSION	999999	PR101819-2	10/22/2019	10/22/2019	1,401.10	State Income Tax	102223 - SWT PAYABLE
					$2,715.77		
Liberty National Life Insurance	999999	PR092019-4000	09/24/2019	10/08/2019	4.48	Liberty National Life	102224 - LIBERTY NATIONAL
Liberty National Life Insurance	999999	PR092019-4000	09/24/2019	10/08/2019	155.52	Pre-Tax Liberty National Life	102224 - LIBERTY NATIONAL
Liberty National Life Insurance	999999	PR100419-4000	10/08/2019	10/08/2019	4.48	Liberty National Life	102224 - LIBERTY NATIONAL
Liberty National Life Insurance	999999	PR100419-4000	10/08/2019	10/08/2019	155.52	Pre-Tax Liberty National Life	102224 - LIBERTY NATIONAL
					$320.00		
AFLAC	999999	PR092019-3	09/24/2019	10/08/2019	124.80	Aflac Post-Tax	102225 - AFLAC
AFLAC	999999	PR092019-3	09/24/2019	10/08/2019	301.12	Aflac Pre-Tax	102225 - AFLAC
AFLAC	999999	PR100419-3	10/08/2019	10/08/2019	124.80	Aflac Post-Tax	102225 - AFLAC
AFLAC	999999	PR100419-3	10/08/2019	10/08/2019	301.12	Aflac Pre-Tax	102225 - AFLAC
					$851.84		
CHILD SUPPORT SERVICES	50143	PR100419-4963	10/08/2019	10/08/2019	685.38	Garnishment	102240 - EMPLOYEE ACCOMODA
KNIGHT ADJUSTMENT BUREAU	50144	PR100419-6340	10/08/2019	10/08/2019	105.39	Civil Garnishment	102240 - EMPLOYEE ACCOMODA
CHILD SUPPORT SERVICES	50189	PR101819-4963	10/22/2019	10/22/2019	685.38	Garnishment	102240 - EMPLOYEE ACCOMODA
KNIGHT ADJUSTMENT BUREAU	50190	PR101819-6340	10/22/2019	10/22/2019	105.39	Civil Garnishment	102240 - EMPLOYEE ACCOMODA
					$1,581.54		
UTAH RETIREMENT SYSTEMS	999999	PR100419-4	10/08/2019	10/08/2019	50.00	Roth IRA	102245 - 401(K) PAYABLE
UTAH RETIREMENT SYSTEMS	999999	PR100419-4	10/08/2019	10/08/2019	1,186.98	401k	102245 - 401(K) PAYABLE
UTAH RETIREMENT SYSTEMS	999999	PR101819-4	10/22/2019	10/22/2019	50.00	Roth IRA	102245 - 401(K) PAYABLE
UTAH RETIREMENT SYSTEMS	999999	PR101819-4	10/22/2019	10/22/2019	1,221.94	401k	102245 - 401(K) PAYABLE
					$2,508.92		

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
UTAH RETIREMENT SYSTEMS	999999	PR100419-4	10/08/2019	10/08/2019	125.00	457	102247 - 457 PAYABLE
UTAH RETIREMENT SYSTEMS	999999	PR101819-4	10/22/2019	10/22/2019	125.00	457	102247 - 457 PAYABLE
					$250.00		
UTAH RETIREMENT SYSTEMS	999999	PR093019-4	09/24/2019	10/08/2019	33.52	Post Retirement	102250 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	999999	PR093019-4	09/24/2019	10/08/2019	220.54	Retirement	102250 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	999999	PR100419-4	10/08/2019	10/08/2019	5,281.31	Retirement	102250 - RETIREMENT PAYABLE
UTAH RETIREMENT SYSTEMS	999999	PR101819-4	10/22/2019	10/22/2019	5,043.53	Retirement	102250 - RETIREMENT PAYABLE
					$10,578.90		
UTAH LOCAL GOVERNMENTS T	50082	1577814	09/10/2019	10/01/2019	766.18	Workeers Comp	102255 - WORKERS COMP PAYAB
UTAH LOCAL GOVERNMENTS T	50234	1578428	10/11/2019	10/31/2019	766.18	Workeers Comp	102255 - WORKERS COMP PAYAB
					$1,532.36		
PUBLIC EMPLOYEES HEALTH P	50077	0122852640	09/20/2019	10/01/2019	1,006.42	ACTIVE EMPLOYEE PREMIUM	102260 - HEALTH/DENTAL INS PAY
UTAH LOCAL GOVERNMENTS T	50082	1577813	09/10/2019	10/01/2019	380.15	Employee Benefits Policy	102260 - HEALTH/DENTAL INS PAY
REGENCE BLUECROSS BLUES	50109	192550001379	09/12/2019	10/04/2019	13,699.69	EMPLOYEE HEALTH INS.	102260 - HEALTH/DENTAL INS PAY
PUBLIC EMPLOYEES HEALTH P	50205	0122879569	10/20/2019	10/28/2019	1,054.08	EMPLOYEE HEALTH PREMIUM	102260 - HEALTH/DENTAL INS PAY
REGENCE BLUECROSS BLUES	50226	192860019960	10/13/2019	10/31/2019	13,699.69	HEALTH INSURANCE	102260 - HEALTH/DENTAL INS PAY
UTAH LOCAL GOVERNMENTS T	50234	1578427	10/11/2019	10/31/2019	367.90	Employee Benefits Policy	102260 - HEALTH/DENTAL INS PAY
					$30,207.93		
HEALTH EQUITY, INC.	999999	PR100419-4003	10/08/2019	10/08/2019	1,665.00	Health Savings Account	102261 - Health Savings Account
HEALTH EQUITY, INC.	999999	PR101819-4003	10/22/2019	10/22/2019	257.00	Health Savings Account	102261 - Health Savings Account
					$1,922.00		
AMERICAN PROMOTIONAL EVE	50086	09-23-2019	09/23/2019	10/04/2019	150.00	Bond Refund	102305 - MISC Deposits Payable
HEALTH EQUITY, INC.	999999	yekiy3t	10/01/2019	10/08/2019	46.90	HSA monthly administration fees	104113 - EMPLOYEE BENEFITS
CACHE COUNTY CORPORATIO	50087	5481	09/10/2019	10/04/2019	75,049.80	Law Enforcement Services	104132 - CACHE COUNTY SHERIF
CACHE COUNTY CORPORATIO	50087	5481	09/10/2019	10/04/2019	21,728.00	Animal Control Services	104135 - ANIMAL CONTROL
CITY OF LOGAN	50092	1012Oct19	09/20/2019	10/04/2019	7,887.00	County Comminication Charge	104138 - E911 SERVICE CONTRA
INTERMOUNTAIN TRAFFIC SAF	50171	42605	10/11/2019	10/21/2019	1,659.98	LED stop paddles - crossing guards	104145 - CROSSING GUARD
INTERMOUNTAIN TRAFFIC SAF	50171	42605-2	10/11/2019	10/21/2019	150.00	Shipping for stop paddles	104145 - CROSSING GUARD
					$1,809.98		
Watterson, Jacob	50083	10.01.2019	10/01/2019	10/02/2019	264.23	Refund Green Waste Charges	104162 - REFUNDS
LIECHTY, MARIE	50219	10-23-19	10/23/2019	10/31/2019	12.50	Overpayment of Dog License fee	104162 - REFUNDS
					$276.73		
CITY OF LOGAN	50092	1012Oct19	09/20/2019	10/04/2019	3,595.00	GREENWASTE	104188 - GREEN WASTE PICKUP
CITY OF LOGAN	50092	1012Oct19	09/20/2019	10/04/2019	6,702.00	CURBSIDE RECYCLE	104189 - RECYCLE PICKUP
CITY OF LOGAN	50092	113506	09/20/2019	10/04/2019	196.84	Recycle bins	104189 - RECYCLE PICKUP
					$6,898.84		
CITY OF LOGAN	50092	1012Oct19	09/20/2019	10/04/2019	46,886.96	Sanitation	104190 - SANITATION
Albytech LLC, dba Pigeonsms	50085	181075	10/01/2019	10/04/2019	225.00	SMS Service Subscription -855-311-7200	104321 - MEMBERSHIPS & SUBS
CACHE COUNTY CORPORATIO	50087	5497	09/10/2019	10/04/2019	150.00	CITY MANAGER'S ASSOCIATION FOR SKA	104321 - MEMBERSHIPS & SUBS
					$375.00		

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
CACHE VALLEY PUBLISHING	50120	1946309	09/18/2019	10/07/2019	45.22	Request for proposals - appraisal services	104322 - PUBLIC NOTICES
CACHE VALLEY PUBLISHING	50193	1950265	10/01/2019	10/28/2019	71.95	City Council public hearing - vacate/relocate e	104322 - PUBLIC NOTICES
					$117.17		
AL'S TROPHIES & FRAMES, INC.	50057	238037-2	09/09/2019	10/01/2019	5.65	Name plate - Kris Hobbs receptionist	104324 - OFFICE SUPPLIES AND
CINTAS	50064	4030603057	09/19/2019	10/01/2019	104.47	3x5 scraper, 3x10 and 3x5 gray mats	104324 - OFFICE SUPPLIES AND
CULLIGAN-LWC, INC	50066	531X01589101	08/25/2019	10/01/2019	56.80	Drinking water and cups - monthly service	104324 - OFFICE SUPPLIES AND
EPIC SHRED	50069	27659	09/04/2019	10/01/2019	90.00	Shredding - misc office	104324 - OFFICE SUPPLIES AND
LES OLSON COMPANY	50073	SU076970	08/30/2019	10/01/2019	74.00	Yellow ink cartridge - Designjet printer	104324 - OFFICE SUPPLIES AND
POSTAL EXPRESS	50076	3165	09/06/2019	10/01/2019	60.43	Print & mail utility bills - August 2019 billing	104324 - OFFICE SUPPLIES AND
SQUARE ONE PRINTING	50079	367281	09/04/2019	10/01/2019	136.37	Print newsletter - September 2019 newsletter	104324 - OFFICE SUPPLIES AND
A LITTLE CLEANER	50084	3466	09/30/2019	10/04/2019	133.34	Cleaning services	104324 - OFFICE SUPPLIES AND
STAPLES CREDIT PLAN	50112	2337910701	08/14/2019	10/04/2019	86.54	Copy paper & sign here flags - office supplies	104324 - OFFICE SUPPLIES AND
CULLIGAN-LWC, INC	50122	531X01612002	09/25/2019	10/07/2019	125.10	Drinking water and cups - monthly service	104324 - OFFICE SUPPLIES AND
DE LAGE LANDEN	50123	65194710	09/21/2019	10/07/2019	214.92	Office Supplies & Expense	104324 - OFFICE SUPPLIES AND
LES OLSON COMPANY	50127	EA881675	09/25/2019	10/07/2019	532.52	Quarterly Billed Contract Service & Supply	104324 - OFFICE SUPPLIES AND
MACEYS	50129	03-1056010	09/26/2019	10/07/2019	167.63	Water, food, candy & plates - city manager int	104324 - OFFICE SUPPLIES AND
STAPLES CREDIT PLAN	50137	2347222911	08/29/2019	10/07/2019	9.79	Packing tape - office supplies	104324 - OFFICE SUPPLIES AND
STAPLES CREDIT PLAN	50137	2347231181	08/29/2019	10/07/2019	10.29	Message books - office supplies	104324 - OFFICE SUPPLIES AND
STAPLES CREDIT PLAN	50137	2347231951	08/29/2019	10/07/2019	225.26	Paper, pens, folders and storage boxes - offic	104324 - OFFICE SUPPLIES AND
CINTAS	50147	4031640171	10/03/2019	10/11/2019	104.47	3x5 scraper, 3x10 and 3x5 gray mats	104324 - OFFICE SUPPLIES AND
CINTAS	50165	4032723043	10/17/2019	10/21/2019	104.47	3x5 scraper, 3x10 and 3x5 gray mats	104324 - OFFICE SUPPLIES AND
DENNY'S BUSINESS SOURCE	50197	95735	10/03/2019	10/28/2019	10.15	3" binder - office supplies	104324 - OFFICE SUPPLIES AND
DENNY'S BUSINESS SOURCE	50197	95777	10/09/2019	10/28/2019	196.47	Storage shelves - records room & rec room	104324 - OFFICE SUPPLIES AND
DENNY'S BUSINESS SOURCE	50197	95777.1	10/09/2019	10/28/2019	196.47	Storage shelves - records room & rec room	104324 - OFFICE SUPPLIES AND
EPIC SHRED	50199	27940	10/03/2019	10/28/2019	95.00	Shredding - misc office	104324 - OFFICE SUPPLIES AND
LES OLSON COMPANY	50201	SU077587	09/30/2019	10/28/2019	56.00	Universal bond paper - Designjet printer	104324 - OFFICE SUPPLIES AND
MACEYS	50203	02-1804067	10/03/2019	10/28/2019	36.77	Milk, juice, bagels, donuts - city wide staff mee	104324 - OFFICE SUPPLIES AND
SQUARE ONE PRINTING	50207	368621	10/03/2019	10/28/2019	136.37	Print newsletter - October 2019	104324 - OFFICE SUPPLIES AND
CARD MEMBER SERVICES	50211	4033661-1-2	10/22/2019	10/31/2019	770.00	Stamps at US Post Office - office supplies	104324 - OFFICE SUPPLIES AND
POSTAL EXPRESS	50224	3192	10/18/2019	10/31/2019	60.37	Print and mail utility bills - September 2019 bill	104324 - OFFICE SUPPLIES AND
STAPLES CREDIT PLAN	50230	2359858461	09/20/2019	10/31/2019	76.46	Labels, envelope sealer, white out & paper - of	104324 - OFFICE SUPPLIES AND
STAPLES CREDIT PLAN	50230	2362982691	09/26/2019	10/31/2019	82.97	Paper, adding machine tape & binder - office s	104324 - OFFICE SUPPLIES AND
					$3,959.08		
STAPLES CREDIT PLAN	50112	2339420501	08/16/2019	10/04/2019	479.90	Office chairs - council room & class room	104326 - OFFICE EQUIPMENT
STAPLES CREDIT PLAN	50112	2339420501-2	08/16/2019	10/04/2019	449.91	Office chairs - council room & class room	104326 - OFFICE EQUIPMENT
STAPLES CREDIT PLAN	50112	2339420501-3	08/16/2019	10/04/2019	299.94	Office chairs - council room & class room	104326 - OFFICE EQUIPMENT
					$1,229.75		
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	10.46	164 N GATEWAY DR	104327 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	410.39	164 N Gateway Dr - Office Building	104327 - UTILITIES
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	33.34	164 N GATEWAY DR	104327 - UTILITIES
					$454.19		
Albytech LLC, dba Pigeonsms	50085	181075	10/01/2019	10/04/2019	10.00	SMS Service Subscription - 435-752-9441	104328 - TELEPHONE
Albytech LLC, dba Pigeonsms	50085	181075	10/01/2019	10/04/2019	10.00	SMS Service Subscription 435-753-0313	104328 - TELEPHONE
CENTURYLINK	50089	435-752-9441 19	09/16/2019	10/04/2019	427.62	Phone Charge for 435-752-9441	104328 - TELEPHONE
CENTURYLINK	50089	435-787-2491 72	09/16/2019	10/04/2019	82.36	787-2491	104328 - TELEPHONE

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
CENTURYLINK QCC	50090	1477266573	09/23/2019	10/04/2019	21.75	752-9441 Telephone	104328 - TELEPHONE
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	37.99	714-8164	104328 - TELEPHONE
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	50.29	994-0690	104328 - TELEPHONE
CENTURYLINK	50212	435-752-9441 19	10/16/2019	10/31/2019	435.52	Phone Charge for 435-752-9441	104328 - TELEPHONE
CENTURYLINK	50212	435-787-2491 72	10/16/2019	10/31/2019	83.17	787-2491	104328 - TELEPHONE
					$1,158.70		
CARD MEMBER SERVICES	50062	698024525	09/10/2019	10/01/2019	157.76	Pirate decor - staff family party	104329 - Human Resourses
JOHN DREW	50070	09-17-2019	09/17/2019	10/01/2019	800.00	Ads placed for City Manager	104329 - Human Resourses
MACEYS	50075	03-1038038	09/04/2019	10/01/2019	83.29	Rolls, pop, water, meat & cheese - city wide st	104329 - Human Resourses
INTERMOUNTAIN WORKMED	50100	3076977	08/31/2019	10/04/2019	31.00	Drug Screen - Hayley Bingham	104329 - Human Resourses
INTERMOUNTAIN WORKMED	50100	3076980	08/31/2019	10/04/2019	62.00	Drug Screen - Chelsie Sadler, Amie Archibald	104329 - Human Resourses
STAPLES CREDIT PLAN	50112	2336614761	08/13/2019	10/04/2019	164.99	Employee jackets - Human Resources	104329 - Human Resourses
STAPLES CREDIT PLAN	50112	2338050181	08/13/2019	10/04/2019	13.92	Time cards - Human Resources	104329 - Human Resourses
BTECH CAFE	50119	563555	09/20/2019	10/07/2019	420.00	Catering - employee family dinner	104329 - Human Resourses
CARD MEMBER SERVICES	50121	0369609	09/18/2019	10/07/2019	12.84	Table coverings - employee family dinner	104329 - Human Resourses
CARD MEMBER SERVICES	50121	1042000314.	09/26/2019	10/07/2019	144.67	Food, juice & misc items - city manager intervi	104329 - Human Resourses
CARD MEMBER SERVICES	50121	1521	09/26/2019	10/07/2019	21.36	Baseballs - thank you bags for city manager in	104329 - Human Resourses
CARD MEMBER SERVICES	50121	5246 04786 090	09/18/2019	10/07/2019	86.96	Chips, plates, silverware & potato salad - empl	104329 - Human Resourses
Mabey, Amy	50128	09.30.19	09/30/2019	10/07/2019	122.71	Hotel and mileage for City Manager interviews	104329 - Human Resourses
MACEYS	50129	04-1335448	09/18/2019	10/07/2019	24.00	Pop - employee family dinner	104329 - Human Resourses
MACEYS	50129	04-1336320	09/19/2019	10/07/2019	19.98	Ice & pudding - employee family dinner	104329 - Human Resourses
MACEYS	50129	04-1341213	09/26/2019	10/07/2019	13.96	Ice - city administrator interviews	104329 - Human Resourses
Smith, Jacob	50134	09.30.19	09/30/2019	10/07/2019	140.69	Hotel and mileage for City Manager interviews	104329 - Human Resourses
Snow, Ryan	50135	09.30.19	09/30/2019	10/07/2019	228.85	Hotel and mileage for City Manager interviews	104329 - Human Resourses
National Background & Screening	50149	742	09/09/2019	10/11/2019	71.70	Background check - Heidi Smith, Jacob Georg	104329 - Human Resourses
MACEYS	50203	04-1353546	10/14/2019	10/28/2019	34.77	Fruit tray, veggie tray & ranch - staff mini golf l	104329 - Human Resourses
MACEYS	50203	31-826816	09/27/2019	10/28/2019	99.98	Meat and cheese tray - city manager interview	104329 - Human Resourses
CARD MEMBER SERVICES	50211	117680	10/14/2019	10/31/2019	84.00	Golfing at Willows - employee lunch	104329 - Human Resourses
CARD MEMBER SERVICES	50211	689251	10/14/2019	10/31/2019	153.27	Pizza at Dominos - employee lunch	104329 - Human Resourses
					$2,992.70		
CENTURYLINK	50089	435-752-9441 19	09/16/2019	10/04/2019	88.70	Internet charge for 435-752-9441	104330 - INTERNET PROVIDER
CENTURYLINK	50212	435-752-9441 19	10/16/2019	10/31/2019	88.70	Internet charge for 435-752-9441	104330 - INTERNET PROVIDER
					$177.40		
PELORUS METHODS, INC.	50150	191101	10/01/2019	10/11/2019	612.50	Software and Support	104331 - PROFESSIONAL & TECH
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	125.00	Weekly Project Rev.	104331 - PROFESSIONAL & TECH
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	406.25	Attend Council Meeting	104331 - PROFESSIONAL & TECH
DTS - State of Utah Dept of Techn	ACH.5552.101	2003R27600000	09/30/2019	10/11/2019	318.30	Hosted Email	104331 - PROFESSIONAL & TECH
					$1,462.05		
UTAH LEAGUE OF CITIES & TO	50140	HCNVH9FSSR9	09/02/2019	10/07/2019	450.00	Annual conference registration - Brent Fresz	104333 - EDUCATION PROGRAMS
UTAH LEAGUE OF CITIES & TO	50140	JCN7XSVRZSN	09/02/2019	10/07/2019	425.00	Annual conference registration - Frank Montoy	104333 - EDUCATION PROGRAMS
UTAH LEAGUE OF CITIES & TO	50140	JRN538BYQ8G	09/02/2019	10/07/2019	395.00	Annual conference registration - Jeanell Sealy	104333 - EDUCATION PROGRAMS
UTAH LEAGUE OF CITIES & TO	50140	V8NL2TZH4XL	09/02/2019	10/07/2019	370.00	Annual conference registration - Kristina Eck	104333 - EDUCATION PROGRAMS
					$1,640.00		
OLSON & HOGGAN	50108	168840	08/31/2019	10/04/2019	1,627.50	Justice Court	104335 - ATTORNEY
OLSON & HOGGAN	50108	169171	08/31/2019	10/04/2019	87.50	Justice Court	104335 - ATTORNEY

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
OLSON & HOGGAN	50177	169666	09/30/2019	10/21/2019	1,205.27	Justice Court	104335 - ATTORNEY
					$2,920.27		
LOGO SHOP, THE	50104	104374	09/12/2019	10/04/2019	276.42	Polo shirts - Mayor, council and office staff	104361 - MISCELLANEOUS SERVI
LOGO SHOP, THE	50202	104684	10/03/2019	10/28/2019	373.02	Polos/jackets - employees	104361 - MISCELLANEOUS SERVI
					$649.44		
ALPINE CLEANING & RESTORAT	50058	SI-28386	09/04/2019	10/01/2019	429.76	Deep cleaning/carpet - library	104380 - LIBRARY
CINTAS	50064	4030603041	09/19/2019	10/01/2019	68.19	3x10 and 3x5 Gray matts Library	104380 - LIBRARY
A LITTLE CLEANER	50084	3466	09/30/2019	10/04/2019	133.34	Cleaning services	104380 - LIBRARY
CACHE COUNTY CORPORATIO	50087	5474	09/10/2019	10/04/2019	16,743.00	Library Operation	104380 - LIBRARY
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	7.02	15 N MAIN ST	104380 - LIBRARY
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	137.65	15 N Main St - Library	104380 - LIBRARY
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	16.49	15 N MAIN ST	104380 - LIBRARY
CINTAS	50213	4032722959	10/17/2019	10/31/2019	68.19	3x10 and 3x5 Gray matts Library	104380 - LIBRARY
					$17,603.64		
CINTAS	50064	4030603060	09/19/2019	10/01/2019	83.80	SM Shop TWL-RED (2) 4X6 Mat	104524 - OFFICE SUPPLIES AND
A LITTLE CLEANER	50084	3466	09/30/2019	10/04/2019	133.32	Cleaning services	104524 - OFFICE SUPPLIES AND
DE LAGE LANDEN	50123	65194710	09/21/2019	10/07/2019	214.91	Office Supplies & Expense	104524 - OFFICE SUPPLIES AND
LES OLSON COMPANY	50127	EA881675	09/25/2019	10/07/2019	532.52	Quarterly Billed Contract Service & Supply	104524 - OFFICE SUPPLIES AND
CINTAS	50147	4031640190	10/03/2019	10/11/2019	83.80	SM Shop TWL-RED (2) 4X6 Mat	104524 - OFFICE SUPPLIES AND
BLACKBURN MANUFACTURING	50160	0605144- IN	10/07/2019	10/21/2019	122.40	Caution tape - inventory	104524 - OFFICE SUPPLIES AND
BLACKBURN MANUFACTURING	50160	0605144-IN-2	10/07/2019	10/21/2019	16.90	Marking tape electrical - inventory	104524 - OFFICE SUPPLIES AND
BLACKBURN MANUFACTURING	50160	0605144-IN-3	10/07/2019	10/21/2019	43.74	Shipping for tape	104524 - OFFICE SUPPLIES AND
CINTAS	50165	4032823034	10/17/2019	10/21/2019	83.80	SM Shop TWL-RED (2) 4X6 Mat	104524 - OFFICE SUPPLIES AND
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	199.99	Office equipment	104524 - OFFICE SUPPLIES AND
BURTON LUMBER	50209	1355020	09/18/2019	10/31/2019	0.69	Interest	104524 - OFFICE SUPPLIES AND
					$1,515.87		
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	7.02	350 E CENTER STREET	104527 - UTILITIES
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	16.45	400 E Cener St.	104527 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	27.32	350 E CENTER ST - NEW SHOP	104527 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	130.67	350 E Center St	104527 - UTILITIES
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	30.35	350 E CENTER STREET	104527 - UTILITIES
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	74.06	400 E Cener St.	104527 - UTILITIES
					$285.87		
CENTURYLINK	50063	435-750-5726 51	09/01/2019	10/01/2019	51.15	750-5726	104528 - TELEPHONE
CENTURYLINK	50089	435-753-2956 89	09/22/2019	10/04/2019	41.12	753-2956	104528 - TELEPHONE
COMCAST CABLE	50093	8495446120138	09/21/2019	10/04/2019	95.55	350 E Center internet	104528 - TELEPHONE
CENTURYLINK	50163	435-750-5726 51	10/01/2019	10/21/2019	49.59	750-5726	104528 - TELEPHONE
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	10.00	232-8316	104528 - TELEPHONE
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	10.00	374-8550	104528 - TELEPHONE
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	50.29	881-8214	104528 - TELEPHONE
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	50.29	994-0946	104528 - TELEPHONE
					$357.99		
LEE'S PLUMBING	50102	17462	09/10/2019	10/04/2019	991.00	Connect ice machine & hose bib - shop	104529 - BLDG/GROUNDS MAINT
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	595.00	Providence City GPS	104531 - PROFESSIONAL & TECH

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
LOGO SHOP, THE	50104	104520	09/18/2019	10/04/2019	842.08	Shirts, jackets & vests - Public Works staff	104545 - PPE/SAFETY
CACHE VALLEY PUBLISHING	50120	1945450	09/16/2019	10/07/2019	74.13	Public hearing Planning Commission - code a	105122 - PUBLIC NOTICES
CACHE VALLEY PUBLISHING	50120	1945454	09/16/2019	10/07/2019	77.96	Public hearing Planning Commission - code a	105122 - PUBLIC NOTICES
CACHE VALLEY PUBLISHING	50193	1950248	10/01/2019	10/28/2019	78.46	Planning Commission public hearing notice - 1	105122 - PUBLIC NOTICES
CACHE VALLEY PUBLISHING	50193	1950253	10/01/2019	10/28/2019	83.98	Planning Commission public hearing notice - r	105122 - PUBLIC NOTICES
CACHE VALLEY PUBLISHING	50193	1950256	10/01/2019	10/28/2019	82.14	Planning Commission public hearing notice - 1	105122 - PUBLIC NOTICES
CACHE VALLEY PUBLISHING	50193	1950261	10/01/2019	10/28/2019	78.46	Planning Commission public hearing notice - 1	105122 - PUBLIC NOTICES
					$475.13		
AL'S TROPHIES & FRAMES, INC.	50057	238037	09/09/2019	10/01/2019	5.65	Name plate - Kathleen Alder Planning Commis	105124 - OFFICE SUPPLIES AND
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	406.25	Miscellaneous meeting with Skarlet & Rob.	105131 - PROFESSIONAL SERVIC
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	437.50	Attend planning commission meeting.	105131 - PROFESSIONAL SERVIC
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	527.50	ALUA mtg.	105131 - PROFESSIONAL SERVIC
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	562.50	Misc ESR	105131 - PROFESSIONAL SERVIC
					$1,933.75		
UTAH LEAGUE OF CITIES & TO	50117	NLNDB79N9DY	08/30/2019	10/04/2019	215.00	Annual convention (Thursday only) - Kathleen	105133 - EDUCATION PROGRAMS
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	816.25	Revise Zoning Map	105136 - MAPS & MASTER PLAN
CRS ENGINEERS	50094	27420	08/31/2019	10/04/2019	4,579.20	Trans. Master Plan	105137 - TRANSPORTATION PLAN
CRS ENGINEERS	50196	27524	09/30/2019	10/28/2019	3,780.00	Trans. Master Plan	105137 - TRANSPORTATION PLAN
					$8,359.20		
BALLSTAEDT BUILDERS	50157	10.17.2019	10/17/2019	10/21/2019	25.00	Refund for withdrawn site plan application	105162 - REFUNDS
SANDRA CHECKETTS	50228	10-24-2019	10/24/2019	10/31/2019	25.00	Res. Site Plan Application Fee refund	105162 - REFUNDS
					$50.00		
ROCKY MOUNTAIN POWER	50133	54222106-001 6	09/27/2019	10/07/2019	5.96	400 W 100 N	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50133	54222246-001 7	09/27/2019	10/07/2019	10.62	2 E Center St	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	3.15	STREET LIGHTS 11 GA POLES	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	5.88	30 W Center St-School Crossing lights	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	6.05	159 E Center St - School crossing lights	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	6.05	275 W 100 N	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	6.05	32 S 100 E - School Crossing Lights	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	6.14	127 E 100 N Traffic Signal	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	6.14	20 S Main St-School Crossing	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	6.14	35 N MAIN	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	6.14	70 E 100 S	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	11.14	151 N 100 E	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	11.14	232 N 100 W - School crossing	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	11.14	300 W 100 N School Crossing	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	15.87	485 W 100 S - Round about lights	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	59.07	100 N Gateway DR - 4 Street Lights	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	340.94	Street lights 250 Watts	106027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	4,015.34	Street lights Hps 100 Watt	106027 - UTILITIES
					$4,532.96		
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	24.01	994-0948	106028 - TELEPHONE
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	24.04	232-1668	106028 - TELEPHONE

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	50.29	994-0964	106028 - TELEPHONE
					$98.34		
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	218.75	Phone Call with Mayor to discuss County Roa	106034 - ENGINEERING
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	4,251.25	400 S 100 E ROW and Survey	106034 - ENGINEERING
					$4,470.00		
INTERMOUNTAIN TRAFFIC SAF	50171	42528	10/15/2019	10/21/2019	424.44	Cones - crossing guards	106045 - SIGNS & SCHOOL CROS
GRAPHIC SIGNS INC.	50170	11380	10/04/2019	10/21/2019	45.00	Vinyl lettering - #52 2019 International	106048 - MISCELLANEOUS SUPP
NAPA AUTO PARTS OF PROVIDE	50175	199258-2	10/09/2019	10/21/2019	14.49	Wax for trucks - parade	106048 - MISCELLANEOUS SUPP
NAPA AUTO PARTS OF PROVIDE	50175	299258	10/09/2019	10/21/2019	19.99	Grease gun - sweeper	106048 - MISCELLANEOUS SUPP
					$79.48		
CACHE COUNTY ROAD/WEED D	50088	347	08/26/2019	10/04/2019	141,620.03	Chip seal project - misc streets	106065 - ASPHALT PREVENTATIV
INTERMOUNTAIN TRAFFIC SAF	50171	42592	10/10/2019	10/21/2019	5,649.20	Optamark - street painting 100 North roundab	106068 - PAINT
INTERMOUNTAIN TRAFFIC SAF	50171	42593	10/10/2019	10/21/2019	2,130.87	Optamark - street painting after chip seal	106068 - PAINT
SAFETY SUPPLY & SIGN CO INC	50180	170482	09/27/2019	10/21/2019	360.00	Glass beads - painting streets	106068 - PAINT
THOMAS PETROLEUM, LLC	50184	2201411-IN	10/07/2019	10/21/2019	64.25	Propane - torch down streets markings	106068 - PAINT
THOMAS PETROLEUM, LLC	50231	2205108-IN	10/16/2019	10/31/2019	107.75	Propane - torch down markings	106068 - PAINT
					$8,312.07		
CHECKETTS, STAN	50195	4264	05/14/2019	10/28/2019	1,980.00	Reimburse for fence panels - 400 N 300 E tur	106069 - ROAD PROJECTS
LEGRAND JOHNSON CONST CO	50218	680352	10/18/2019	10/31/2019	300.51	1" rock - 75 West 580 South sidewalk replace	106076 - SIDEWALK REPLACEME
MOISES H CONCRETE LLC	50221	88	10/23/2019	10/31/2019	3,700.00	Concrete work - 115 West 580 South sidewalk	106076 - SIDEWALK REPLACEME
					$4,000.51		
NAPA AUTO PARTS OF PROVIDE	50105	296725	09/26/2019	10/04/2019	764.09	Oil, oil & air filters, wiper blades, antifreeze &	106525 - VEHICLE MAINTENANCE
NATIONAL EQUIPMENT SERVIC	50106	131326	09/22/2019	10/04/2019	5,228.62	New transmission & labor - #18 Elgin sweeper	106525 - VEHICLE MAINTENANCE
NATIONAL EQUIPMENT SERVIC	50106	131446	09/18/2019	10/04/2019	378.81	Parts & labor - repair walk behind saw	106525 - VEHICLE MAINTENANCE
JACK'S TIRE & OIL	50172	753984-11	10/07/2019	10/21/2019	2,045.00	6 new truck rims - #52 2019 International	106525 - VEHICLE MAINTENANCE
LOWE'S HOME IMPROVEMENT	50174	85876994	09/30/2019	10/21/2019	72.03	Misc supplies - lights for #52 2019 Internation	106525 - VEHICLE MAINTENANCE
TRUCK PRO LLC SIX STATES	50186	36 093074	09/30/2019	10/21/2019	361.59	Strobe, sander lights & wheel studs - #52 201	106525 - VEHICLE MAINTENANCE
NAPA AUTO PARTS OF PROVIDE	50204	300136	10/17/2019	10/28/2019	293.92	2 batteries & fuel pump filter - #54 bucket truc	106525 - VEHICLE MAINTENANCE
					$9,144.06		
THOMAS PETROLEUM, LLC	50114	2190061- IN	09/03/2019	10/04/2019	1,279.91	Fuel - refill tanks	106526 - EQUIPMENT FUEL
THOMAS PETROLEUM, LLC	50114	2196687-IN	09/23/2019	10/04/2019	1,920.11	Fuel - refill tanks	106526 - EQUIPMENT FUEL
THOMAS PETROLEUM, LLC	50231	2204185-IN	10/15/2019	10/31/2019	1,483.30	Fuel - refill tanks at shop	106526 - EQUIPMENT FUEL
THOMAS PETROLEUM, LLC	50231	2204185-IN-2	10/15/2019	10/31/2019	-9.00	Credit memo	106526 - EQUIPMENT FUEL
					$4,674.32		
O'REILLY AUTO PARTS	50107	3161-336575-2	09/26/2019	10/04/2019	111.20	Battery - air compressor	106530 - VEHICLE MAINTENANCE
O'REILLY AUTO PARTS	50176	3161-338214	10/03/2019	10/21/2019	107.72	Battery - #15 1997 Chevy S10 38921 EX	106530 - VEHICLE MAINTENANCE
PREMIER VEHICLE INSTALLATI	50179	31308	10/15/2019	10/21/2019	67.86	LED lights, mounting plate and shipping - Kub	106530 - VEHICLE MAINTENANCE
NAPA AUTO PARTS OF PROVIDE	50222	300766	10/25/2019	10/31/2019	206.04	Hydraulic oil - fleet	106530 - VEHICLE MAINTENANCE
					$492.82		
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	7.02	241 N 300 W	107027 - UTILITIES
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	7.02	51 N 200 W B	107027 - UTILITIES
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	7.49	600 S 285 E Restr	107027 - UTILITIES

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	10.76	300 W 100 N - Seasonal Lighting	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	11.00	207 S 485 W	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	11.14	260 N Spring Creek Pkwy-Sprinkling System	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	11.39	320 E 300 S	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	12.25	441 N 100 E SPRINKLER SYSTEM	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	15.12	1200 S Highway 165 City - Sign-Single PH	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	15.12	50 S 400 E	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	17.35	241 N 300 W - Alma Lenhardt Park Restrooms	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	23.40	100 E 100 N - Ball fld lights/2 bathrooms	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	23.70	61 N 200 W	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	49.74	15 N 200 W - Zollinger Park	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	96.30	285 W 650 S - Restroom facility at park	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	119.43	50 N 200 snack building zollinger	107027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	1,054.94	200 W 100 N BALL PARK	107027 - UTILITIES
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	8.03	600 S 285 E Restr	107027 - UTILITIES
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	10.57	241 N 300 W	107027 - UTILITIES
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	12.82	51 N 200 W B	107027 - UTILITIES
					$1,524.59		
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	24.01	994-0960	107028 - TELEPHONE
Stickman Lawncare, LLC	50153	09.30.19	09/30/2019	10/11/2019	5,608.00	Parks - Lawn Care	107032 - MOWING CONTRACT
ELWOOD, STAFFING	50068	2182475	09/19/2019	10/01/2019	557.35	Higley, Jeffrey	107036 - Temporary Staffing Service
ELWOOD, STAFFING	50097	2185662	09/26/2019	10/04/2019	537.53	Higley, Jeffrey	107036 - Temporary Staffing Service
ELWOOD, STAFFING	50124	2190574	10/02/2019	10/07/2019	476.24	Higley, Jeffrey	107036 - Temporary Staffing Service
ELWOOD, STAFFING	50167	2194115	10/10/2019	10/21/2019	573.35	Higley, Jeffrey	107036 - Temporary Staffing Service
ELWOOD, STAFFING	50167	2197370	10/16/2019	10/21/2019	605.14	Higley, Jeffrey	107036 - Temporary Staffing Service
ELWOOD, STAFFING	50216	2201390	10/24/2019	10/31/2019	558.77	Higley, Jeffrey	107036 - Temporary Staffing Service
					$3,308.38		
LAWN DOCTOR	50071	128880	07/31/2019	10/01/2019	135.00	Weed control - Zollinger Park	107053 - PARK MAINTENANCE (G
IPACO INC.	50101	PS359830	09/26/2019	10/04/2019	59.97	Autocut head - repair weedeater	107053 - PARK MAINTENANCE (G
IPACO INC.	50101	PS359830-2	09/26/2019	10/04/2019	167.26	Trimmer wire - misc tools	107053 - PARK MAINTENANCE (G
O'REILLY AUTO PARTS	50107	3161-336575	09/26/2019	10/04/2019	60.00	RV antifreeze - winterize park buildings	107053 - PARK MAINTENANCE (G
SPRINKLER SUPPLY COMPANY	50111	R88684	09/20/2019	10/04/2019	22.23	Parts & glue - repair sprinkler leak @ Alma Le	107053 - PARK MAINTENANCE (G
UNITED SITE SERVICES	50116	114-9130135	09/16/2019	10/04/2019	139.03	Standard restroom - frisbee golf area	107053 - PARK MAINTENANCE (G
BEAZER LOCK & KEY	50159	371206	10/03/2019	10/21/2019	33.98	New key and lubricant - replace broken parks	107053 - PARK MAINTENANCE (G
BEAZER LOCK & KEY	50159	371239	10/03/2019	10/21/2019	65.00	Service call - door lock at splash pad	107053 - PARK MAINTENANCE (G
UNITED SITE SERVICES	50233	114-9265280	10/10/2019	10/31/2019	139.03	Standard restroom - frisbee golf area	107053 - PARK MAINTENANCE (G
					$821.50		
CACHE VALLEY PUBLISHING	50060	1938583	09/03/2019	10/01/2019	285.68	Request for bids - Hillcrest Park	107090 - PARK CONSTR. OR CAPI
CUSTOM FENCE CO.	50095	14771	09/20/2019	10/04/2019	55.08	Pipe post - Hillcrest park	107090 - PARK CONSTR. OR CAPI
Forsgren Associates Inc.	50098	141601	08/25/2019	10/04/2019	641.25	800 S 400 E Park Bid Package	107090 - PARK CONSTR. OR CAPI
THOMSON ELECTRIC SALES, IN	50115	1372081-0001-0	09/23/2019	10/04/2019	13.48	Electrical parts - sprinklers at Hillcrest park	107090 - PARK CONSTR. OR CAPI
EVERGREEN SPRINKLING	50168	1830	09/28/2019	10/21/2019	28,000.00	Partial payment for Hillcrest Park landscaping	107090 - PARK CONSTR. OR CAPI
EVERGREEN SPRINKLING	50168	1833	09/13/2019	10/21/2019	62,720.00	Landscaping - Hillcrest Park	107090 - PARK CONSTR. OR CAPI
Forsgren Associates Inc.	50169	141575	07/25/2019	10/21/2019	1,248.75	800 S 400 E Park Bid Package	107090 - PARK CONSTR. OR CAPI
BURTON LUMBER	50209	78424	10/01/2019	10/31/2019	-12.50	Credit for returned pallet	107090 - PARK CONSTR. OR CAPI

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
BURTON LUMBER	50209	819737	09/18/2019	10/31/2019	55.40	Concrete for electrical pedestal - Hillcrest park	107090 - PARK CONSTR. OR CAPI
CIRCLE B IRRIGATION	50214	1910-105315	10/21/2019	10/31/2019	975.00	Design work - sprinklers at Hillcrest park	107090 - PARK CONSTR. OR CAPI
					$93,982.14		
BCM Inc.	50208	10-22-2019	10/22/2019	10/31/2019	9,118.00	Uptown Park Sport Lighting	107091 - RAPZ FUNDED PROJEC
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	8.73	925 RIVER HEIGHTS BLVD	107227 - UTILITIES
RIVER HEIGHTS CITY	50151	09/30/2019	09/30/2019	10/11/2019	128.54	STORMWATER	107227 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	12.14	240 S 780 E	107227 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	19.35	926 River Heights BLVD - Shed at Cemetery	107227 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	230.49	860 River Heights - 40 Hp Irrigation Pump	107227 - UTILITIES
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	20.55	925 RIVER HEIGHTS BLVD	107227 - UTILITIES
					$419.80		
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	24.28	994-0953	107228 - TELEPHONE
Stickman Lawncare, LLC	50153	09.30.19	09/30/2019	10/11/2019	3,625.00	Cemetery - Lawn Care	107232 - MOWING CONTRACT
THOMSON ELECTRIC SALES, IN	50139	1372175-01	09/24/2019	10/07/2019	45.47	Parts for conduit - cemetery well	107246 - CEMETERY WELL
BURTON LUMBER	50209	78424-2	10/01/2019	10/31/2019	-12.50	Credit for returned pallet	107275 - SPECIAL PROJECTS
BURTON LUMBER	50209	819737-2	09/18/2019	10/31/2019	55.40	Concrete for electrical pedestal - cemetery	107275 - SPECIAL PROJECTS
					$42.90		
US POSTMASTER	50187	10-21-2019	10/21/2019	10/21/2019	98.45	Ballots at Post Office	108014 - ELECTIONS
GRAPHIC SIGNS INC.	50200	11379	10/04/2019	10/28/2019	144.00	Double sided core-x signs - Meet the candidat	108014 - ELECTIONS
CACHE VALLEY PUBLISHING	50210	1956494	10/17/2019	10/31/2019	94.00	Sample ballot - general election	108014 - ELECTIONS
					$336.45		
CACHE VALLEY PUBLISHING	50060	1940943	09/03/2019	10/01/2019	62.76	City Council public hearing - budget adjustme	108022 - PUBLIC NOTICES
Beth Munson	50059	09-25-2019	09/23/2019	10/01/2019	165.00	Per Diem	108023 - TRAVEL
Beth Munson	50059	09-25-2019	09/23/2019	10/01/2019	464.00	Mileage	108023 - TRAVEL
Campbell, Diane	50061	09-23-19	09/23/2019	10/01/2019	165.00	Per Diem to St. George	108023 - TRAVEL
SKARLET BANKHEAD	50078	09.23.19	09/23/2019	10/01/2019	165.00	Per Diem	108023 - TRAVEL
SKARLET BANKHEAD	50078	09.23.19	09/23/2019	10/01/2019	464.00	Mileage	108023 - TRAVEL
					$1,423.00		
CARD MEMBER SERVICES	50121	111-0426089-94	09/18/2019	10/07/2019	20.06	Ledger papers - cemetery records	108024 - OFFICE SUPPLIES AND
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	79.37	994-0966	108028 - TELEPHONE
UTAH STATE TREASURER	50141	JO327 Oct19	10/01/2019	10/07/2019	672.19	100% of Court Security Surcharge	108162 - STATE - SURCHARGE C
UTAH STATE TREASURER	50141	JO327 Oct19	10/01/2019	10/07/2019	956.02	80% of $32 Court Security Surcharge	108162 - STATE - SURCHARGE C
					$1,628.21		
UTAH STATE TREASURER	50141	JO327 Oct19	10/01/2019	10/07/2019	921.51	35% surcharge	108163 - STATE - SURCHARGE FI
UTAH STATE TREASURER	50141	JO327 Oct19	10/01/2019	10/07/2019	1,179.74	90% Surcharge	108163 - STATE - SURCHARGE FI
					$2,101.25		
MILLVILLE CITY	50130	10-1-2019	10/01/2019	10/07/2019	598.95	September Fine Split	108164 - MILLVILLE - FINE/FORFIE
RIVER HEIGHTS CITY	50132	10-1-2019	10/01/2019	10/07/2019	92.95	September Fine Split	108165 - RIVER HEIGHTS - FINE/F
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	75.29	994-1020	108228 - TELEPHONE

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
CARD MEMBER SERVICES	50211	10.11.19	10/11/2019	10/31/2019	25.84	Ballons at Watkins - parade & booth for youth	108236 - YOUTH COUNCIL
LAWN DOCTOR	50071	128880-2	07/31/2019	10/01/2019	175.00	Weed control - baseball fields	108252 - BASEBALL/SOFTBALL FI
PROLINE PLASTERING, INC	50131	1186	06/27/2019	10/07/2019	2,475.00	Vinyl siding - equipment shed for ball fields	108252 - BASEBALL/SOFTBALL FI
PROLINE PLASTERING, INC	50131	1186-2	06/27/2019	10/07/2019	1,280.00	Metal roofing - equipment shed for ball fields	108252 - BASEBALL/SOFTBALL FI
LEGRAND JOHNSON CONST CO	50218	679392	10/16/2019	10/31/2019	411.16	Sand - baseball fields	108252 - BASEBALL/SOFTBALL FI
TURF SOLUTIONS	50232	2231	10/17/2019	10/31/2019	500.00	Top dress - baseball fields	108252 - BASEBALL/SOFTBALL FI
					$4,841.16		
LOGO SHOP, THE	50202	103667	07/30/2019	10/28/2019	154.08	Hats (12) - All star team	108254 - BASEBALL - RECREATIO
CARD MEMBER SERVICES	50062	02886	09/03/2019	10/01/2019	20.22	2 footballs & pump - flag football	108257 - KICKBALL/FLAG FOOTB
LOGO SHOP, THE	50074	104249	09/03/2019	10/01/2019	1,297.08	T-shirts - flag football teams	108257 - KICKBALL/FLAG FOOTB
THOMPSON, JORDON GREGOR	50138	9/23-10/4	10/04/2019	10/07/2019	160.00	8 games@ $20/game	108257 - KICKBALL/FLAG FOOTB
THOMPSON, JORDON GREGOR	50185	10/7-10/18	10/18/2019	10/21/2019	40.00	2 games @ $20/game	108257 - KICKBALL/FLAG FOOTB
LOGO SHOP, THE	50202	104643	10/02/2019	10/28/2019	22.73	Falcons t-shirt - flag football	108257 - KICKBALL/FLAG FOOTB
					$1,540.03		
TRACTOR SUPPLY CREDIT PLA	50081	142941	09/10/2019	10/01/2019	24.95	Signs for posters - car show	108274 - Car Show
Laird, Shania	50126	09.25.19	09/25/2019	10/07/2019	279.62	Items for car show and goodie bags	108274 - Car Show
SQUARE ONE PRINTING	50136	367206	09/03/2019	10/07/2019	30.00	Entry forms - car show	108274 - Car Show
SQUARE ONE PRINTING	50136	367206-2	09/03/2019	10/07/2019	63.00	Flyers - car show	108274 - Car Show
Laird, Shania	50142	10.04.19	10/04/2019	10/07/2019	21.96	Pain for car show trophies	108274 - Car Show
CARD MEMBER SERVICES	50161	MIK13511530	09/30/2019	10/21/2019	59.20	10 count plastic jars (10 sets) - car show goodi	108274 - Car Show
LOGO SHOP, THE	50202	104710	10/04/2019	10/28/2019	829.68	Jackets/hoodies - car show	108274 - Car Show
CARD MEMBER SERVICES	50211	4033661-1	10/22/2019	10/31/2019	55.00	Stamps at US Post Office - car show letters	108274 - Car Show
CARD MEMBER SERVICES	50211	449411	09/25/2019	10/31/2019	128.39	Tool box at Harbor Freight - car show drawing	108274 - Car Show
					$1,491.80		
IRON GATE CATERING	50125	E21554	09/30/2019	10/07/2019	253.00	Sauerkraut cakes - city celebration	108275 - CELEBRATION
BMB MECHANICAL BULLS, LL.C	50146	10.10.19	10/10/2019	10/11/2019	1,050.00	MECHANICAL BULL	108275 - CELEBRATION
BRISCOE, DENNIS	50154	101119	10/11/2019	10/11/2019	29.99	Pickleball tournament supplies	108275 - CELEBRATION
Checkets Amusement	50155	5845035	09/19/2019	10/11/2019	1,400.00	Blowups for celebration	108275 - CELEBRATION
FIREHOUSE PIZZERIA	50156	101119	10/11/2019	10/11/2019	875.00	Food for City celebration	108275 - CELEBRATION
AL'S TROPHIES & FRAMES, INC.	50192	238435	10/11/2019	10/28/2019	15.00	Medals - pickleball tournament @ celebration	108275 - CELEBRATION
CARD MEMBER SERVICES	50194	08193	10/11/2019	10/28/2019	85.73	Chips, juice & misc supplies - celebration	108275 - CELEBRATION
CARD MEMBER SERVICES	50194	111-9286228-821	10/07/2019	10/28/2019	11.81	Popcorn seasoning - celebration	108275 - CELEBRATION
CARD MEMBER SERVICES	50194	698482204	10/02/2019	10/28/2019	245.33	Pirate & cowboy prizes & games - celebration	108275 - CELEBRATION
LOGO SHOP, THE	50202	104709	10/04/2019	10/28/2019	516.61	Employee jackets/hoodies - celebration	108275 - CELEBRATION
LOGO SHOP, THE	50202	104779	10/12/2019	10/28/2019	234.00	T-shirts for pickleball tournament - celebration	108275 - CELEBRATION
MACEYS	50203	02-1811363	10/11/2019	10/28/2019	179.39	Candy, water & popcorn - parade & celebratio	108275 - CELEBRATION
RSM FOODSERVICE	50206	492314	10/15/2019	10/28/2019	63.75	Gloves, popcorn, butter and bags - celebration	108275 - CELEBRATION
CARD MEMBER SERVICES	50211	10/11/19	10/11/2019	10/31/2019	38.85	Donuts at Johnny O's - parade	108275 - CELEBRATION
CARD MEMBER SERVICES	50211	5892846551844	10/11/2019	10/31/2019	17.06	Air pump at Walmart - celebration	108275 - CELEBRATION
MACEYS	50220	01-1527577	10/11/2019	10/31/2019	17.36	Sauerkraut & pickles for pickleball prizes - cel	108275 - CELEBRATION
MACEYS	50220	02-1811795	10/12/2019	10/31/2019	41.20	Breakfast food for pickleball tournament - cele	108275 - CELEBRATION
					$5,074.08		
CARD MEMBER SERVICES	50062	111-5201274-19	09/06/2019	10/01/2019	69.80	Crowns - little darlings	108277 - MISS PROVIDENCE
Laird, Shania	50142	10.04.19	10/04/2019	10/07/2019	82.47	Little Darlings Sweatshirts and leggings	108277 - MISS PROVIDENCE
BENITEZ, ALEXIS	50145	10.10.19	10/10/2019	10/11/2019	101.83	Dress for Miss Providence Royalty	108277 - MISS PROVIDENCE

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
LOERTSCHER, OLIVIA	50148	10.10.19	10/10/2019	10/11/2019	101.83	Dress for Miss Providence Royalty	108277 - MISS PROVIDENCE
MACEYS	50203	02-1805379	10/04/2019	10/28/2019	72.48	Ice, cups & treats - Little Darlings	108277 - MISS PROVIDENCE
CARD MEMBER SERVICES	50211	09.14.19	09/14/2019	10/31/2019	25.00	Copies at Watkins - Little Darlings packet	108277 - MISS PROVIDENCE
					$453.41		
					$606,222.32		
CORE & MAIN	50065	L087831-2	08/29/2019	10/01/2019	535.89	Gate valve & box - cemetery expansion projec	457256 - Construction
STAKER & PARSON COMPANIES	50080	232070-1	08/22/2019	10/01/2019	49,599.84	Cemetery expansion project phase 1	457256 - Construction
THOMSON ELECTRIC SALES, IN	50139	1371831-01	09/13/2019	10/07/2019	513.52	Misc parts - power pedestal for cemetery expa	457256 - Construction
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	4,570.00	Cemetery Expansion	457256 - Construction
					$55,219.25		
					$55,219.25		
UTAH WATER USERS ASSOCIAT	50188	10.15.2019	10/15/2019	10/21/2019	100.00	Annual dues - Rob Stapley	514021 - BOOKS, SUBSCRIPTION
POSTAL EXPRESS	50076	3165-2	09/06/2019	10/01/2019	60.44	Print & mail utility bills - August 2019 billing	514024 - OFFICE SUPPLIES AND
SQUARE ONE PRINTING	50079	367281-2	09/04/2019	10/01/2019	136.38	Print newsletter - September 2019 newsletter	514024 - OFFICE SUPPLIES AND
SQUARE ONE PRINTING	50207	368621-2	10/03/2019	10/28/2019	136.38	Print newsletter - October 2019	514024 - OFFICE SUPPLIES AND
POSTAL EXPRESS	50224	3192-2	10/18/2019	10/31/2019	60.38	Print and mail utility bills - September 2019 bill	514024 - OFFICE SUPPLIES AND
					$393.58		
CENTURY EQUIPMENT COMPA	50162	LW04237	09/30/2019	10/21/2019	568.98	500 hour service - backhoe	514025 - VEHICLE, EQUIP, SUPPL
DOMINION ENERGY	50067	0197170000 Sep	09/12/2019	10/01/2019	7.02	360 E 200 S	514027 - UTILITIES
DOMINION ENERGY	50067	0197170000 Sep	09/12/2019	10/01/2019	7.62	241 S 325 W - Pump	514027 - UTILITIES
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	7.02	105 200 S PUMP	514027 - UTILITIES
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	7.62	7 E 400 S - Pump	514027 - UTILITIES
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	291.81	994 E Canyon RD	514027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	10.76	525 Grandview-heaters for Irrigation Pump	514027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	21.72	1110 Canyon Road Meter # 66466770	514027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	21.96	360 E 200 S - City Pump	514027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	34.04	1550 Providence Canyon Rd - Water--chlorina	514027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	885.66	180 E 100 S - 25 Hp Pump	514027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	1,840.95	1000 Providence Canyon Rd - Booster Station	514027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	1,976.20	251 S 300 W - Pump/culinary water	514027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	3,055.59	360 E 200 S 2-250 HP PUMP	514027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	3,459.53	200 S 100 E Schedule 6A	514027 - UTILITIES
ROCKY MOUNTAIN POWER	50152	54222176-001 1	10/01/2019	10/11/2019	5,622.97	390 S MAIN - 250 PUMP	514027 - UTILITIES
DOMINION ENERGY	50166	0197170000Oct1	10/09/2019	10/21/2019	7.02	360 E 200 S	514027 - UTILITIES
DOMINION ENERGY	50166	0197170000Oct1	10/09/2019	10/21/2019	14.64	241 S 325 W - Pump	514027 - UTILITIES
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	15.11	7 E 400 S - Pump	514027 - UTILITIES
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	16.11	105 200 S PUMP	514027 - UTILITIES
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	32.61	994 E Canyon RD	514027 - UTILITIES
					$17,335.96		
CENTURYLINK	50089	O-435-752-7759	09/16/2019	10/04/2019	242.81	752-7759	514028 - TELEPHONE
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	53.38	754-4229	514028 - TELEPHONE
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	61.39	881-7911	514028 - TELEPHONE
CENTURYLINK	50212	O-435-752-7759	10/16/2019	10/31/2019	242.81	752-7759	514028 - TELEPHONE
					$600.39		

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
THATCHER COMPANY	50113	1477842	09/06/2019	10/04/2019	1,650.25	Chlorine - water system	514029 - TREATMENT/EQUIPMEN
THATCHER COMPANY	50113	1477843	09/06/2019	10/04/2019	-700.00	Credit for empty cylinders	514029 - TREATMENT/EQUIPMEN
ROCKWELL SUPPLY, INC.	50227	1046	10/21/2019	10/31/2019	7,150.00	Chlorine monitors - Redds	514029 - TREATMENT/EQUIPMEN
					$8,100.25		
CHRIS DERR INC	50091	3890	07/31/2019	10/04/2019	1,844.38	Test backflows - city properties	514031 - PROFESSIONAL & TECH
BLUE STAKES OF UTAH	50118	UT20191983	09/30/2019	10/07/2019	34.41	Biilable Fax Notifications	514031 - PROFESSIONAL & TECH
PELORUS METHODS, INC.	50150	191101	10/01/2019	10/11/2019	612.50	Software and Support	514031 - PROFESSIONAL & TECH
BEAR RIVER HEALTH DEPARTM	50158	2777Oct19	10/07/2019	10/21/2019	20.00	lab sample 193126	514031 - PROFESSIONAL & TECH
BEAR RIVER HEALTH DEPARTM	50158	2777Oct19	10/07/2019	10/21/2019	20.00	lab sample 193127	514031 - PROFESSIONAL & TECH
BEAR RIVER HEALTH DEPARTM	50158	2777Oct19	10/07/2019	10/21/2019	20.00	lab sample 193128	514031 - PROFESSIONAL & TECH
BEAR RIVER HEALTH DEPARTM	50158	2777Oct19	10/07/2019	10/21/2019	20.00	lab sample 193129	514031 - PROFESSIONAL & TECH
BEAR RIVER HEALTH DEPARTM	50158	2777Oct19	10/07/2019	10/21/2019	20.00	lab sample 193130	514031 - PROFESSIONAL & TECH
BEAR RIVER HEALTH DEPARTM	50158	2777Oct19	10/07/2019	10/21/2019	20.00	lab sample 193131	514031 - PROFESSIONAL & TECH
BEAR RIVER HEALTH DEPARTM	50158	2777Oct19	10/07/2019	10/21/2019	20.00	lab sample 193132	514031 - PROFESSIONAL & TECH
BEAR RIVER HEALTH DEPARTM	50158	2777Oct19	10/07/2019	10/21/2019	20.00	lab sample 193133	514031 - PROFESSIONAL & TECH
CHEMTECH-FORD	50164	19H1991	10/01/2019	10/21/2019	750.00	Radiologicals - annual water samples	514031 - PROFESSIONAL & TECH
CHEMTECH-FORD	50164	19J0079	10/11/2019	10/21/2019	1,790.00	Pesticides (2nd set) - annual water samples	514031 - PROFESSIONAL & TECH
THE EXPRESS TRANSPORTATI	50183	377319	10/01/2019	10/21/2019	30.00	Delivery fee - water samples to Chemtech For	514031 - PROFESSIONAL & TECH
CRS ENGINEERS	50196	27514	09/30/2019	10/28/2019	7,458.75	Capital Facility Plan	514031 - PROFESSIONAL & TECH
					$12,680.04		
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	2,240.00	Fire Hydrant Map	514034 - ENGINEERING
SMITH HARTVIGSEN, PLLC	50229	43523	09/25/2019	10/31/2019	90.00	pr002-002 Prov. City Water	514035 - ATTORNEY
SMITH HARTVIGSEN, PLLC	50229	43524	09/25/2019	10/31/2019	5,175.50	pr002-004 Spring Creek	514035 - ATTORNEY
					$5,265.50		
CORE & MAIN	50065	L087831	08/29/2019	10/01/2019	461.78	Saddles and clamp - inventory	514040 - LINE - REPAIR & REPLAC
LEGRAND JOHNSON CONST CO	50072	662208	09/11/2019	10/01/2019	60.96	Road base - backfill water leaks	514040 - LINE - REPAIR & REPLAC
LEGRAND JOHNSON CONST CO	50103	663987	09/16/2019	10/04/2019	785.66	Asphalt (approx 16 tons) - patch water leak @	514040 - LINE - REPAIR & REPLAC
LEGRAND JOHNSON CONST CO	50103	665958	09/18/2019	10/04/2019	198.55	Asphalt (approx 4 tons) - patch water leak @ 1	514040 - LINE - REPAIR & REPLAC
LEGRAND JOHNSON CONST CO	50173	672346	10/01/2019	10/21/2019	369.00	Concrete - replace sidewalk @ water leak 138	514040 - LINE - REPAIR & REPLAC
PETERSON PLUMBING SUPPLY	50178	2269380	10/03/2019	10/21/2019	915.86	2" trash pump - water leaks	514040 - LINE - REPAIR & REPLAC
PETERSON PLUMBING SUPPLY	50178	2269380-2	10/03/2019	10/21/2019	100.00	Shipping for pump	514040 - LINE - REPAIR & REPLAC
PETERSON PLUMBING SUPPLY	50223	2297334	10/25/2019	10/31/2019	722.86	Misc parts & fittings - inventory	514040 - LINE - REPAIR & REPLAC
					$3,614.67		
INDUSTRIAL TOOL & SUPPLY	50099	1909-010143	09/19/2019	10/04/2019	423.36	Inverted blue paint - bluestaking	514048 - MISC. SUPPLIES
INDUSTRIAL TOOL & SUPPLY	50099	1909-010143-4	09/19/2019	10/04/2019	44.98	C-clamp & wire stripper - misc tools	514048 - MISC. SUPPLIES
INDUSTRIAL TOOL & SUPPLY	50217	1910-012188	10/23/2019	10/31/2019	305.74	Wrenches, rachet & swivel joint - misc tools	514048 - MISC. SUPPLIES
					$774.08		
ROCKWELL SUPPLY, INC.	50110	1040	09/27/2019	10/04/2019	8,849.78	SCADA parts & repairs - damage from lighteni	514070 - REDD'S RESERVOIR
ROCKWELL SUPPLY, INC.	50227	1048	10/28/2019	10/31/2019	680.00	SCADA service - Redds	514070 - REDD'S RESERVOIR
ROCKWELL SUPPLY, INC.	50227	1048-2	10/28/2019	10/31/2019	165.00	SCADA parts - Redds	514070 - REDD'S RESERVOIR
					$9,694.78		
ROCKWELL SUPPLY, INC.	50227	1047	10/28/2019	10/31/2019	2,850.00	Meter assembly - Alder well	514072 - ALDER WELL - GROUND
CRS ENGINEERS	50094	27418	08/31/2019	10/04/2019	460.00	Providence Zone 1 Tank	514091 - STORAGE AND CONSTR

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
CRS ENGINEERS	50196	27518	09/30/2019	10/28/2019	1,675.00	1.5 MG Prov. - Zone 2 Tank	514091 - STORAGE AND CONSTR
CRS ENGINEERS	50196	27522	09/30/2019	10/28/2019	125.00	Providence Zone 1 Tank	514091 - STORAGE AND CONSTR
					$2,260.00		
CRS ENGINEERS	50094	27417	08/31/2019	10/04/2019	437.50	500 S. Waterline Replacement	514092 - DOWNTOWN WATER PR
CRS ENGINEERS	50196	27521	10/03/2019	10/28/2019	2,222.50	5th South Waterline Replacement	514092 - DOWNTOWN WATER PR
					$2,660.00		
					$69,138.23		
POSTAL EXPRESS	50076	3165-3	09/06/2019	10/01/2019	60.44	Print & mail utility bills - August 2019 billing	524024 - OFFICE SUPPLIES AND
SQUARE ONE PRINTING	50079	367281-3	09/04/2019	10/01/2019	136.38	Print newsletter - September 2019 newsletter	524024 - OFFICE SUPPLIES AND
SQUARE ONE PRINTING	50207	368621-3	10/03/2019	10/28/2019	136.38	Print newsletter - October 2019	524024 - OFFICE SUPPLIES AND
POSTAL EXPRESS	50224	3192-3	10/18/2019	10/31/2019	60.38	Print and mail utility bills - September 2019 bill	524024 - OFFICE SUPPLIES AND
					$393.58		
CITY OF LOGAN	50092	31850 Sept.19	09/13/2019	10/04/2019	15.02	Elec not metered	524027 - UTILITIES
DOMINION ENERGY	50096	2827250000Oct1	09/20/2019	10/04/2019	19.35	1180 S 1000 W Pump	524027 - UTILITIES
DOMINION ENERGY	50198	2827250000 Oct	10/15/2019	10/28/2019	20.04	1180 S 1000 W Pump	524027 - UTILITIES
CITY OF LOGAN	50215	31850Oct19	10/14/2019	10/31/2019	15.02	Elec not metered	524027 - UTILITIES
					$69.43		
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	36.58	994-0959	524028 - TELEPHONE
CITY OF LOGAN	50092	1012Oct19	09/20/2019	10/04/2019	72,472.48	SEWER TREATMENT	524029 - SEWER TREATMENT
BLUE STAKES OF UTAH	50118	UT20191983	09/30/2019	10/07/2019	34.41	Biilable Fax Notifications	524031 - PROFESSIONAL & TECH
PELORUS METHODS, INC.	50150	191101	10/01/2019	10/11/2019	612.50	Software and Support	524031 - PROFESSIONAL & TECH
					$646.91		
INDUSTRIAL TOOL & SUPPLY	50099	1909-010143-2	09/19/2019	10/04/2019	282.24	Inverted green paint - bluestaking	524048 - REPAIRS & SUPPLIES
SOUTH FORK HARDWARE - LO	50181	293435	10/02/2019	10/21/2019	8.99	Cord reel - sewer string for bluestaking	524048 - REPAIRS & SUPPLIES
					$291.23		
					$73,910.21		
POSTAL EXPRESS	50076	3165-4	09/06/2019	10/01/2019	60.44	Print & mail utility bills - August 2019 billing	534024 - OFFICE SUPPLIES AND
SQUARE ONE PRINTING	50079	367281-4	09/04/2019	10/01/2019	136.37	Print newsletter - September 2019 newsletter	534024 - OFFICE SUPPLIES AND
SQUARE ONE PRINTING	50207	368621-4	10/03/2019	10/28/2019	136.37	Print newsletter - October 2019	534024 - OFFICE SUPPLIES AND
POSTAL EXPRESS	50224	3192-4	10/18/2019	10/31/2019	60.38	Print and mail utility bills - September 2019 bill	534024 - OFFICE SUPPLIES AND
					$393.56		
SPRINT	50182	899108331-168	10/06/2019	10/21/2019	50.29	994-1195	534028 - TELEPHONE
BLUE STAKES OF UTAH	50118	UT20191983	09/30/2019	10/07/2019	34.41	Biilable Fax Notifications	534031 - PROFESSIONAL & TECH
PELORUS METHODS, INC.	50150	191101	10/01/2019	10/11/2019	612.50	Software and Support	534031 - PROFESSIONAL & TECH
CRS ENGINEERS	50196	27516	09/30/2019	10/28/2019	960.00	Stormwater Rate Study	534031 - PROFESSIONAL & TECH
					$1,606.91		
INDUSTRIAL TOOL & SUPPLY	50099	1909-010143-3	09/19/2019	10/04/2019	134.88	Inverted purple paint - bluestaking	534048 - MISCELLANEOUS
CRS ENGINEERS	50196	27517	09/30/2019	10/28/2019	225.00	300 E. Spr. Crk. Pkwy storm drain	534090 - CONSTRUCTION PROJE
					$2,410.64		

Providence City
Check Register
Bank of Utah - Checking NEW - 10/01/2019 to 10/31/2019

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
CRS ENGINEERS	50196	27519	09/30/2019	10/28/2019	612.50	Secondary irrigation feasiblilty study	544031 - PROFESSIONAL & TECH
PROVIDENCE PIONEER IRRIGA	50225	10-3-2019	10/03/2019	10/31/2019	30.00	2020 assessment - water shares	544053 - WATER SHARE FEES
					$642.50		
					$807,543.15		

PROVIDENCE CITY COUNCIL MEETING MINUTES
October 22, 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 (arrived at 6:52 PM) Brent Fresz (by phone), Dennis Giles, Roy Sneddon
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.

Rob Stapley, Public Works Director:

- The thermal tape is all installed. It took us longer than anticipated, but it should last longer than paint and therefore be safer for residents.
- The water line part of the 500 South project is almost complete. They should be done by the end of the week. Staker Parson's will start the road work aspect tomorrow morning, following behind the water line work. We are optimistic that we will be able to finish the project this year.
- The Redd reservoir control building's meter has never been tied into our SCADA system. We bought a new meter. There is some old plumbing that needs to be rebuilt. We will do that tomorrow.
- Val Kotter has been fixing the sewer inflows and infiltrations. We are making significant progress in fixing the infiltrations that have been found.
- Hillcrest Park is looking good. The grass is in, but we can't walk on it yet. It would be best to wait until next spring to walk on it.
- K Allen complimented the staff who worked on the park. It looks great. He feels that with the growth going on in the city, this park will be well used.
- R Stapley said that he has received questions about why the city doesn't just use the leaf-sucking Billy Goat machine across the whole city. He said that we don't have the personnel to do that. We use the machine on the areas of the city with irrigation canal ditches so that we can keep them clean for storm water flow.
- K Allen said that 400 East has been asphalted because of a joint agreement R Stapley worked out between us and Millville. It is great to have it asphalted.
- R Stapley said that Garth Thompson should get some credit for finishing up parts of the Hillsborough subdivision, including roads and work on the water main. The fire water flow rate has more than doubled in that area.

Skarlet Bankhead, Administrative Services Director

- We had meet the candidates night. There were about 65 citizens there.
- The city celebration went well. We had 90 cars come to the car show.
- Ballots have been sent out for the election. We are receiving some now. Candidates have been doing pretty well with keeping their signs in the right places. The time for submitting a campaign finance report is coming up.
- We had a mini-golf lunch on Monday for the staff because we didn't have any reportable accidents on our insurance this quarter.
- In December we will have a Santa Clause event.
- K Allen warned the candidates that if they don't submit their financial reports on time, their name can be taken off the ballot. S Bankhead said that we would not be able to count any votes for that candidate if they don't submit the report on time.

Approval of the minutes

Item No. 1. The Providence City Council will consider approval of the minutes of September 27, 2019
Motion to approve the minutes of September 27 2019 and October 8, 2019: — K Allen, second — D Giles
Vote:
Yea: K Allen, B Fresz, D Giles, R Sneddon
Nay:
Abstained:
Excused: K Eck
Discussion:

- Line 17: Sexton

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

- Line 22: Rob Stapley, Public Works Director is the one speaking
- Line 23: Fix dangling preposition

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.

- No public comments

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.

- Lisa Duskin-Goede, coordinator of the Bear River Heritage Area, explained the history of the organization. They began in the year 2000. The purpose of the organization 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.
- L Duskin-Goede said that the organization includes 7 counties following the path of the Bear River in Utah and Idaho. They function as an organization for economic development within the Bear River Association of Governments.
- L Duskin-Goede said that In 2004 they made an interlocal agreement that was signed by the seven counties and the governors of Utah and Idaho. This made them a state-level heritage area. Since then, they have written a bill for Congress in order to become a national heritage area. This is the fifth time that they have submitted their bill. It is sponsored by Rep. Rob Bishop. The heritage area has much support from cities and towns within the heritage area. Four Idaho counties will be voting on approving the bill soon. They have been discussing concerns about property rights for farms, ranches and mining. The heritage area's goal is not to disrupt those rights. Their goals are to tell the story of the area, to promote tourism, and to promote small businesses that are heritage-related or that have been in a family for a long time. The heritage area tells the story through brochures. They have many. They have also done a survey of historic barns. They use the money from selling the survey brochure to help preserve historic barns. They also consult with people on how to rehabilitate historic barns or log buildings. They also help with restoring/resetting cemetery gravestones.
- L Duskin-Goede explained that if they pass the bill, they can receive a steady stream of funding. They would like to hire another employee.
- L Duskin-Goede said that Providence could make a resolution to show their support for what the Heritage Area does.
- L Duskin-Goede explained that some of the brochures have tours that people can follow. Most of them are loop tours.

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.

Motion to approve Resolution 035-2019, development agreement for a five-lot subdivision, with the correction noted below about the number of water shares being transferred to the city: — R Sneddon, second —D Giles
Vote:
Yea: K Allen, B Fresz, D Giles, R Sneddon
Nay:
Abstained:
Excused: K Eck
Discussion:

- S Bankhead noted a correction. She said that on page 4 the water requirement is 5.92 Acre feet. They would need to turn in 2 water stock shares, not 6.
- S Bankhead said that the developer worked with the county to get the access to the development approved. This took some time, but in a split decision, the county did vote in favor of allowing the access.
- Jim Macfarlane said that the vote was 4-3. It allowed them to move forward, but a final vote won't occur until November.
- R Sneddon asked why they county was objecting. J Macfarlane said that the county wanted to pass a resolution that forces cities to take over county roads in some circumstances. They decided to allow this project to proceed while they work with the different cities in the area.
- Mayor Drew explained that the county wanted the city to annex the road as well as having the development. However, this would be 1.5 miles of road that the city would take on. This road also goes through Millville, River Heights, and Nibley. Those cities thought that the county was trying to use this development as leverage to force all cities to take on county roads.
- Alise Crockett said that she represents some of the neighbors in that area. She said she and many of the neighbors are in favor of this development. They were opposed to some past proposals, but they feel like [the developer] has listened to their concerns with this proposal. She expressed the thanks of her neighbors.

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.
Motion to approve resolution 034-2019 to recertify the Providence City Justice Court: — K Allen, second — R Sneddon
Vote:
Yea: K Allen, K Eck, B Fresz, D Giles, R Sneddon
Nay:
Abstained:
Excused:
Discussion:

- K Allen mentioned that this is the first time we have done court certification in this building. There are many standards in the paperwork that we are now able to meet because of the building.
- Beth Munson, Court Clerk, said that people tend to be behave more respectfully in this building than in the previous one.
- Mayor Drew said that Judge Funk gets high marks for the good job he does.
- R Sneddon said that he appreciates the attention to safety in the paperwork. He has had concerns about that for a long time.
- Kristina Eck arrived at 6:52 PM

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).

Motion to approve Ordinance No. 2019-017 – Rezoning a portion of parcel 02-098-0010: — K Allen, second — R Sneddon
Vote:
Yea: K Allen, K Eck, B Fresz, D Giles, R Sneddon
Nay:
Abstained:
Excused:
Discussion:

- S Bankhead said that we are only rezoning enough square footage to meet the Multi Family Medium density requirements. The Old Rock Church has a second building called the bungalow in which they have two bed and breakfast units. It is on its own parcel. As they have been remodeling, the owner would like to continue to use the two suites for bed and breakfast. This ordinance rezones the north portion of the parcel to Multi-Family Medium. This is because he would like to have a night manager living at the facility. One of the problems with the Commercial General District (the current zone of the parcel) is that it does not allow residential uses. We don't want to allow residential uses in our commercial zones because of residential treatment facilities. We are not against residential treatment facilities, but we don't want them to use up our commercial space. They can locate within residential zones. The best way we could think of to allow the owner of this property to have a night manager and the two bed and breakfast units was to rezone the partial to a multi family zone.
- S Bankhead said that the south portion of the parcel will remain Commercial General District.
- S Bankhead said that the second key to this working for the business is that the Council also approve item No. 7 on the agenda, which allows bed and breakfast in multi family zones.
- Kip Gilley, the manager of the Old Rock Church, said that they want that building to be used for bed and breakfast. They want someone to be able to be there throughout the night to oversee guests and the property.
- K Gilley asked if they would need to apply for [a permit] if this were approved. S Bankhead said that the Planning Commission recommended it be a conditional use, which would require an application. However, because this building is currently already being used for bed and breakfast, it may not need an application.
- K Allen asked if the neighbors to the east are okay with this. S Bankhead said that we have not talked to them. She felt that people's concerns have been about whether the applicant will be able to put many units there. They were not so concerned about having 3 units.
- K Allen felt that this is a good fit, and it helps preserve the Old Rock Church, which is an important part of our city.

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.
Motion to approve ordinance No. 2019-021 – Code Amendment PCC 7-1-3, section 3, 6 and 8, with the corrections below indicating that a park strip must be greater than 4 feet in width to allow trees: — R Sneddon, second — B Fresz
Vote:
Yea: K Allen, K Eck, B Fresz, D Giles, R Sneddon
Nay:
Abstained:
Excused:
Comments:

- S Bankhead said that a citizen came in and filled out a code amendment request because she didn't want to spend so much money watering the park strip. Her park strip is more than 6 feet wide, and currently, we do not allow rock in that size of park strip. We also received a complaint from someone else who is in a wheelchair who has trouble because of vegetation encroaching on the sidewalk. As we talked about it, we also decided that we wanted to strengthen our regulations about obstructions in the streets as well as on the sidewalk.

- S Bankhead read from the proposed ordinance. We wrote the ordinance language so that if the owner does not respond to a notice of an obstruction within three days, the city may fix the obstruction and bill the owner for the work.
- S Bankhead said that we had some discussion back and forth on park strips. In light of the Water Conservancy District's "Flip the Strip" campaign, we thought about being more water conscious in the landscaping of park strips.
- S Bankhead said that along with allowing rocks, we are also making a requirement that the general contractor be in charge of maintaining the park strip during construction.
- S Bankhead said that we added decorative rocks as allowed for park strips 6 ft in width or greater. We also gave some requirements for rock, gravel or chips. Park strips with an 8% or greater grade must receive a permit from the city. We also asked for a commercial-grade weed barrier.
- S Bankhead said that we also made some rules about trees. We have decided that we have trouble with people not following our park strip tree list. Also, people sometimes plant a tree within the clear view area of their driveway or a corner lot. We decided that a permit would be necessary for trees in park strips.
- S Bankhead said that the trees need to be the species that are on the city's list. Trees that are under utility lines cannot grow taller than 15 feet. However, if the canopy extends out into the street, it needs to be at least 14.5 feet high so that trucks can get under it. If both of these rules came into play, it could cause an issue. Hopefully, people can plant trees closer to the property side.
- K Eck asked if they have to pay for the permits. S Bankhead said that we have not put a charge to it yet.
- S Bankhead said that she got some of the language from Salt Lake City's ordinance. Salt Lake requires a 2 inch caliper tree. Our engineer suggested a 1.5 inch caliper tree. We mention in the ordinance that the maintenance, pruning, etc., is the responsibility of the abutting property owner. Except in the case of an emergency, they also need a permit to remove a park strip tree. This helps to protect the utilities below.
- K Allen asked about planting a tree in a 24 inch park strip. S Bankhead said that trees aren't allowed in the narrow parking strips. K Allen suggested that we include in paragraph D a restriction about the narrower parking strips to make this requirement clear.
- K Allen said that we may want to get advice from Zollinger Fruit Farm about our species list, and also about how quickly a 2 inch caliper tree becomes larger.
- S Bankhead said that the restriction on planting trees in narrower park strips is on page 5. It says that park strips less than 4 feet in width shall be landscaped according to a list of options. Trees are not on that list.
- K Allen asked what "chips" mean in the code. He asked if they are the same chips that we use on our roads.
- R Stapley said that on a pretty flat grade, we could put the street rock chips in a park strip.
- D Giles asked what the definition of rock is. Is there a certain size?
- R Stapley said that we had a lot of discussion about rock size, but M Pierce convinced us to take that out of the code.
- R Stapley said that large rocks present a safety concern for people crossing the park strip.
- S Bankhead said that the city has the right to maintain, remove or alter the park strip as they feel necessary.
- K Eck was concerned about enforcement for these changes. We struggle with that already.
- Mayor Drew said that this is why we have budgeted for an inspector starting in January.
- Mayor Drew said that we should put a sentence that says that trees are not allowed in smaller park strips.
- S Bankhead said that currently, we don't allow trees on park strips less than 4 ft in width. We can add an item to the list of tree requirements in 7-1-8 D saying that trees are not allowed in park strips four feet wide or less.
- K Allen said that we should also add the phrase "Trees are not allowed" in 7-1-8 A(2).
- R Stapley said that a 4ft park strip is too narrow for a tree.
- R Stapley said that he is not happy with the tree list that we have.
- R Stapley said that on a 4 ft park strip, trees will be encroaching pretty quickly. A 6 ft park strip can accommodate a lot more types of trees. He would suggest 6 ft as a minimum.
- Correction by K Allen: 7-1-8 First sentence: "Trees may be used in park strips greater than 4 ft in width subject to the following limitations."

- R Sneddon asked if 49 inches is greater than 4 feet.

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.

Motion to approve Ordinance No. 2019-018 Code Amendment PCC 10-1-5: — R Sneddon, second — D Giles

Vote:

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

Nay:

Abstained:

Excused:

Comments:

- S Bankhead said that state code changed a while ago. It now does not use the term Planning and Zoning Commission, rather Planning Commission. This is one change we made in the ordinance.
- S Bankhead explained that most of the changes in this ordinance are things that we already ask for as part of our rezone applications. Sometimes we get some pushback on these things. There is nothing formal in our code that says that they have to provide that information. We want to add these to our code so that we can tell applicants that those things are actually required.
- S Bankhead said that also, the new language says that 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. S Bankhead said that we will have to be careful with this language, because we don't want anyone to think that something is approved when the zone is changed. This would give a developer vested rights before we scrutinize the plan.
- S Bankhead explained that once a rezone is approved by the Council, the Planning Commission is the land use authority that looks at landscaping, architectural requirements, etc. If it is a commercial development, it is the Administrative Land Use Authority that looks at those things.
- R Sneddon said that what we are talking about could be called spot zoning. Many people are of the opinion that we shouldn't do that.
- K Eck asked about the requirement to provide names and addresses of affected entities.
- S Bankhead said that it is defined in state code. The school district, cemetery districts, etc., are some of the entities listed.
- K Eck asked what would happen if the applicants did not submit all the correct affected entities.
- S Bankhead said that city staff goes through the list as well to make sure that it is complete. We are making the developer be the first set of eyes.

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.

Motion to approve Ordinance No 2019-019 Code Amendment PCC 10-6-1, by approving the changes relating to accessory dwelling units and accessory apartment units, and continuing the portion relating to bed and breakfast: — K Allen, second — D Giles

Vote:

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

Nay:

Abstained:

Excused:

Comments:

- S Bankhead said that the rezone item passed earlier (No. 4) won't help the Old Rock Church property owner unless the Council permits bed and breakfast in multi family zones.
- S Bankhead said that the reason that Accessory Apartment Unit is being added to the chart is that accessory dwelling units used to be attached units, but now we are defining those as detached units. Because we are changing the name, we need to have both definitions in the chart to differentiate

between them. If the council does not pass the accessory apartment ordinance (Item No. 8), then the boxes to the right of accessory apartment unit on the use chart showing where it is allowed will remain blank. If the council passes the ordinance, then we will update the use chart according to the ordinance that the council passes.

- S Bankhead said that the Old Rock Church is requesting that bed and breakfast be a permitted use in MFR, MFM and MFH zones, but the Planning Commission recommends it be a conditional use.
- S Bankhead said that with a conditional use, the only reason that we wouldn't allow the use is if the applicant couldn't mitigate some unusual conditions. For example, if an applicant for a bed and breakfast were in a cul de sac with a narrow throat into the driveway that did not have room for parking, the Administrative Land Use Authority might deny it. But this is rare. The Administrative Land Use Authority may also limit the number of guests based on the amount of available parking, etc.
- S Bankhead said that the Executive Staff recommended that bed and breakfast also be allowed in Single Family Medium and Single Family High zones. One of the conditions would be that they would have to be owner occupied in single family areas.
- S Bankhead said that if it is owner occupied, there are certain fire code requirements that they don't have to meet. If it is strictly a business, they have to do more.
- Mayor Drew asked where we could put the language to require it to be owner occupied. S Bankhead said that we could put a caret marker that refers to language below the table that would require it to be owner occupied.
- R Sneddon said that requiring the owner to be there is a positive thing for the customers. The owner can answer questions about the area, etc.
- S Bankhead said that even if it is a permitted use, you could still require owner occupancy. In the case of the Old Rock Church, owner occupancy might cause some problems. The applicant felt like Multi-Family zones are a bit more transient anyway, and so owner occupancy might not be as important. This is a conundrum, because we want to allow the Old Rock Church to keep functioning, but we also don't want to open the floodgates [in Multi Family zones]. S Bankhead felt that we probably won't get a lot of applications for non-owner-occupied bed and breakfasts in multi family zones, so it is probably fine to not require owner occupancy. However, she felt that requiring it in Single Family zones would be a good idea.
- B Fresz said that in Louisiana, state code required the bed and breakfasts to be owner occupied, and this caused problems for people who bought a house next door so that it could be a bed and breakfast.
- S Bankhead said that she believes that our code allows a business to be on an adjacent lot. She will have to look into it.
- K Eck said that she would like bed and breakfast to be conditional because of parking issues, etc.
- S Bankhead said that she will have to check with the city attorney to see if adding an owner occupancy requirement will cause a problem for an existing use such as the Old Rock Church. She wasn't sure if an employee of the owner can count as an "owner" for the purpose of owner occupancy.
- Mayor Drew said that we could change our definition of "owner" to include an employee of the owner.
- R Sneddon felt that this would not preserve the feel of "owner occupied" in the minds of the citizens of the city. It is different dealing with the boss than with an employee.
- K Gilley said that the owner of the Old Rock Church does not live on site.
- The council decided to add P to all single family zones for Accessory Apartment Unit
- Mayor Drew asked about the caret that represents an owner occupied requirement. K Allen, R Sneddon, K Eck, and D Giles were in favor of the caret. B Fresz was against it.
- S Bankhead said that in most multi-family units, the owner does not live there.
- K Eck asked how we would enforce the owner occupied requirement.
- The council decided to continue the bed and breakfast part of this item, while passing the others.

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

Motion to approve item No. 8 Ordinance No. 2019-020 – Code Amendment PCC 10-12, with the three changes listed below: — K Eck, second — D Giles

Vote:

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

- S Bankhead said that in about 2005, the Council decided to discontinue allowing new accessory apartment units. We kept the ordinance in place to govern the ones that were legally existing at the time. There are probably about 20 of those that were legally existing at the time and that are still being used.
- S Bankhead read from the proposed code amendment.
- S Bankhead said that because of the regulations in this ordinance, there is no need to make accessory apartments a conditional use. We have already covered the things that we would cover in a conditional use process within the ordinance.
- S Bankhead said that the number of unrelated individuals that can live in an AAU is 4. State code requires us to define a single family as 4 individuals unrelated by blood, marriage, or adoption.
- S Bankhead said that she believed that the Planning Commission intended to strike the requirement that the AAU be no larger than 1,200 square feet in 10-12-2(D)3. Bob Perry of the Planning Commission agreed.
- Jesse Bardsley, City Staff, said that the Planning Commission also didn't intend for the ordinance to say that an AAU is permitted in all single family zones (10-12-2). They intended the citizens and the council to discuss that issue. B Perry agreed.
- S Bankhead said that in 10-12-4(B), the language says that a building permit shall be obtained from Cache County. This is currently the right language; however, we may want to say "obtained from the designated authority" in case things change.
- B Perry of the Planning Commission said that they also discussed off street parking. They settled on having no off street parking requirement.
- S Bankhead said that we have a carryover from the previous code on line 34 and 35 that says that an AAU cannot have a separate driveway. Some houses already have a second driveway. Do we want to prevent people from having an accessory apartment only because they have a second driveway? We already allow single family homes to have multiple driveways.
- Mayor Drew asked how a "separate driveway" is defined. S Bankhead said that she thinks it is defined as a curb cut.
- K Allen said that we should simply prevent existing homes form building another driveway when they build an accessory dwelling unit.
- K Eck said that in Nibley, they have ADUs all over. You can usually tell because they have a second driveway, but other than that, they look like single family homes. What if someone wanted to build a new home like this?
- B Fresz asked about 10-12-2(D)3. What is the purpose of the size limitations? What if someone wants to live in the smaller part of the house and rent out the larger part?
- B Fresz said that we should strike 10-12-2(D)3. The council agreed.
- B Fresz said that we should strike the requirement for a single driveway on line 34 and 35 of page 4. The council agreed.
- R Daniels of Providence said that he saw someone with a driveway next to the neighbor's fence, and they parked a big motor home there. He felt that this shouldn't be allowed.
- K Eck said that there are also property rights. Are we more concerned with the rights of the neighbor than the property owner's rights?
- R Daniels asked if an ADU and an AAU can be on the same property. He doesn't see anything that would prevent it.
- Mayor Drew said that he believes R Daniels is right. The way the ordinance reads, you could have both.
- R Daniels expressed concerns about parking. There is no parking requirement. You could have four unrelated individuals in an AAU, and each could have their own car parked on the street. If you added an ADU, that could be four more cars. Some residents are concerned about on street parking.
- Mayor Drew asked if R Daniels is suggesting that we limit the number of vehicles that a property owner can have.
- R Daniels said that an AAU should not be allowed to park a lot of vehicles on the street.

- K Eck said that she lives in a single family neighborhood, and one house has 16 or 17 cars that they park all up and down the street. All the residents of the house are related, so there is nothing the city can do about it. There is not much the city can do about policing the parking situation.
- R Daniels was concerned that due to the parking situation, the council would not be maintaining the integrity of single family residential zones if this ordinance is passed.
- Mayor Drew said that higher density helps preserve open space and limit the impact of growth on city utilities.
- Jeanell Sealy of Providence said that she has no problem with AAUs, but she doesn't see why ADUs are necessary. She was concerned about where they would be allowed, and restrictions such as setbacks, etc. The Planning Commission is still working on these issues.
- Mayor Drew said that with the current setbacks, it would be difficult to fit an ADU on a Single Family Traditional lot. S Bankhead said that it depends upon the size and layout of the main dwelling, the shape of the lot, etc.
- J Sealy asked if ADUs were part of the City's response to SB 34. K Eck said that they were. We can check the box to say that we are allowing them, but we have given them tight restrictions.
- J Sealy asked if we were required to have both ADUs and AAUs as a part of SB 34.
- K Eck said that the bill required us to do a mix of different housing options, and ADUs and AAUs count as part of the mix. We tried to pick the options that were the least offensive.
- Mayor Drew said that SB 34 has 26 options.
- S Bankhead said that we are getting a lot of requests from people who want to stay in their house and rent out a part of it. These have nothing to do with SB 34. Also, our code requires the home with the AAU to be designed in such a way that the appearance continues to be that of a single family dwelling unit.
- Mayor Drew read a statement from Deborah Dushku of Providence. The AAU in her home was grandfathered under the old law, and she rents out her basement. She said that she is a single mom with five children who couldn't keep her modest home without a tenant. She carefully screens the tenants to make sure they are safe for her children. She has rules for renters, such as not allowing alcohol. She mostly rents to newlyweds or students at USU.
- Vickie Holmgren of Providence was concerned about parking on the street. What will happen when the snow plows come around? What if the people renting an ADU or AAU have no choice but to park on the street during the winter because the driveway is not big enough?
- Mayor Drew said that those people will still get a citation if they park in the street during the winter parking restriction hours.
- V Holmgren asked where they will park.
- K Eck said that they will have to figure out for themselves where to park during the winter.
- Mayor Drew said that he doesn't see a big problem with curb parking in the city. Those who park in the street the most seem to be those with lots of vehicles rather than those with ADUs or AAUs.
- K Eck said that the renters will have to pay attention to the parking situation before they rent the unit.
- V Holmgren asked if we can include in the ordinance something that says that there must be parking for the occupants of the ADU or AAU.
- K Eck said that we have discussed this at length. We can't regulate everything that a homeowner does. People won't rent a unit without parking unless they don't own a vehicle.
- V Holmgren was concerned about a situation where the occupants of an AAU might park in front of the neighbor's house because all the street parking spots in front of their house are taken.
- Mayor Drew said that this is part of growth in Cache Valley. There is more traffic and more parking issues.
- V Holmgren said that she doesn't want Providence to become like Logan. She felt that we should be careful with how we handle growth.
- Correction: Page 5 line 20 and 24: "...shall be obtained from the designated authority..."

Item No. 9. Resolution 036-2019 – Appoint City Manager: The Providence City Council will consider for adoption a resolution appointing Ryan Snow as the City Manager for Providence City and accepting the attached City Manager Agreement.

Motion to approve Resolution 036-2019 – Appoint City Manager Ryan Snow: — K Eck, second — R Sneddon
Vote:

Yea: K Allen, K Eck, B Fresz, D Giles, R Sneddon
Nay:
Abstained:
Excused:
Discussion:

- Hal Hansen of Providence asked why this was not on the agenda. Mayor Drew said that it was on the amended agenda that came out.
- The council discussed holding a workshop to discuss the duties and responsibilities matrix with Ryan Snow.

Item No. 10. Ordinance No. 2019-022 – Code Amendment PCC 1-6-7:A: The Providence City Council will consider for adoption an ordinance amending PCC 1-6-7:A. changing the day of the regular city council meetings to the 2nd or 4th Wednesdays of the month.
Motion to table the ordinance for the next city council to decide: — K Allen, second — K Eck
Vote:
Yea: K Allen, R Sneddon, K Eck
Nay: D Giles, B Fresz
Abstained:
Excused:
Discussion:

- K Allen said that we should leave this to the new City Council.
- K Eck agreed. It can wait until the first of the year.
- B Fresz said that he felt that not having representation at the county council is a mistake. There are things that we are missing out on. We should change it now, and if the next council doesn't like it, they can change it back.
- D Giles said that we are still the current council and can make the change. It could be good to have representation at the county council.
- K Eck left the meeting at 9:10 PM after the vote. B Fresz also left the meeting by ending his phone participation.

Item No. 11. General Plan Discussion: The Providence City Council will discuss Chapters 1, 2, and 3 in the proposed general plan.

- Mayor Drew asked about the picture on page 2. S Bankhead said that some of the pictures are placeholders [that will be updated]. We will also have the consultants update the statistics for the demographics, etc.
- Mayor Drew brought up his comment on page 1-1 about referencing the state code. S Bankhead said that the general plan references state requirements already. It references the Act, not the specific code citation.
- Mayor Drew said that his next comment clarifies that the general plan is an advisory guide, and is not set in stone. R Sneddon agreed that this is important to state. K Allen agreed.
- R Sneddon brought up Mayor Drew's comment on page 1-1 about "agrarian character." R Sneddon was trying to understand what this term means. Mayor Drew said that Providence is not agrarian, and it hasn't been agrarian for some time. He felt that we should strike that sentence.
- R Sneddon suggested saying "non-urban" character.
- S Bankhead said that she felt that the intent was to preserve the single family neighborhood character of the city.
- D Giles said that we could substitute single-family for agrarian.
- R Sneddon said that we need to think 25 years into the future. Mayor Drew agreed. In 25 years, we will see less single family.
- J Bardsley suggested "small town" character.
- S Bankhead suggested "friendly hometown atmosphere." She said that we haven't been preserving the agrarian character since the 1970s when we had a committee that got people to tear down their old barns.

- K Allen suggested taking out the word agrarian. Mayor Drew and D Giles agreed. R Sneddon said that he will try to think of another word.
- Mayor Drew asked about several dates that are not current. S Bankhead said that the consultants need to update them.
- The council discussed the word agrarian in the vision statement. K Allen thought that we should take out "agrarian essence," and instead mention the unique character of the neighborhoods of the city.
- S Bankhead said that she thinks people are trying to preserve the historic downtown look. Ironically, when we actually propose ordinances to preserve that look and feel, people don't like the ordinances because of the restrictions they impose. She doesn't feel that preserving agrarian essence is a realistic vision statement.
- Mayor Drew suggested saying something about the city being well-maintained and having areas for recreation. S Bankhead felt that this is a more realistic vision.
- Mayor Drew suggested having a contest where we invite people to come up with a vision statement for the city. S Bankhead thought that this is a good idea.
- The council decided to strike "and the agrarian essence of the city" from the vision statement pending further discussion.
- The council discussed the map on page 3-4.
- Mayor Drew brought up bike routes.
- S Bankhead said that the Planning Commission has made updates to the map, including to bike routes. This map doesn't reflect them yet.
- D Giles thought that maybe we should designate all roads as bike paths.
- Mayor Drew noted that Cache Valley Transit District is not mentioned in the plan. S Bankhead said that it probably should be mentioned. We talk to them frequently.
- The council discussed deer populations. R Sneddon said that it is possible to live with the deer and enjoy them. R Stapley felt that the majority of the citizens of Providence agree.
- K Allen said that we should say that we tolerate deer and small animal populations, but we should except cats from that list.
- K Allen felt that most people will not pay attention to small details of the general plan. They will read through it quickly. He asked who will do certain tasks specified in the plan, such as estimating the tax consequences of annexation.
- Mayor Drew wondered how our city staff will have time to do all the studies, etc., called for in the general plan.
- S Bankhead said that the annexation policy plan [that is required by the state] requires us to discuss fiscal responsibility already.
- S Bankhead said that Danny McFarlane has done tax analyses a few times with his developments.
- S Bankhead asked about the statement on page 3-7, at the bottom of the page, which says that the city will strive to "retain open spaces and scenic views." She asked if we will limit the size of people's trees in order to preserve the views. Trees are the main view blocker, but we probably don't want to discourage planting trees. This statement in the plan might not be realistic.
- Mayor Drew asked how we retain open space. R Sneddon said that we should buy open space. Mayor Drew felt that this is not realistic.
- Mayor Drew said that in order for us to reduce the demand on Providence's water, sewer and storm water system, we should build with higher density.
- S Bankhead said that there is repetition of many of the objectives from one initiative to another. We don't need to be redundant.
- R Sneddon said that there is no map that specifies where we should have mixed use housing. We need to specify this in the plan so that we don't have to fight about it every time mixed use housing is proposed.
- S Bankhead said that there is one area marked for Life Cycle west of the highway near Logan Extermination. This is the only area that is marked [on the current General Plan maps].
- R Sneddon said that there is a problem with isolating multi family or mixed use housing within a certain area of the city, or with having very large complexes. It creates the problems that people in the city are afraid of: transients, people who don't care, etc. If they are dispersed throughout the city, that doesn't happen as much.

- S Bankhead said that the Association of Planners recommends that you mix densities right next door to each other. R Sneddon said that he is aware that this is not what the average person in the city wants right now.
- S Bankhead said that a general plan can be difficult. If we have a community that just wants to remain the same, that is not planning for the future. If the city doesn't plan for growth, then people accuse the city of not managing growth correctly when it comes. If you do plan for growth, people don't like the 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.

- Mayor Drew said that B Fresz attended the Mayor's dinner. Jeff Young told him that every mayor in Cache Valley is excited about [UTOPIA fiber]. He suggested that we proceed with our request for proposal. Other cities will be doing the same thing in the spring. The more cities we get on board, the lower the sign up threshold [after which the city is not required to pay anything].
- Mayor Drew spoke about proposed changes to the Council bylaws. There was a section from the newly approved Planning Commission bylaws about conflicts of interest that he felt should be added to the City Council bylaws. The city attorney agreed that this should be in the bylaws for the next council.
- Mayor Drew reviewed the legal situation surrounding 100 South.

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).

- No executive session

Motion to adjourn: — D Giles, second — R Sneddon
Vote:
Yea: K Allen, D Giles, R Sneddon
Nay:
Abstained:
Excused: K Eck, B Fresz

Meeting adjourned at approximately 10:40 PM
Minutes prepared by Jesse Bardsley

_____ _____

John Drew, Mayor Skarlet Bankhead, City Recorder

Resolution 037-2019

A RESOLUTION APPROVING THE DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT THE CORNER COMMERCIAL SUBDIVISION (THE AMENDMENT OF LOT 1, THE CORNER SUBDIVISION); A TWO-LOT COMMERCIAL SUBDIVISION LOCATED IN THE GENERAL AREA OF 506 WEST 100 SOUTH, 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, Providence City Code 11-3-3:C. states, *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.*

WHEREAS Providence City Code 11-3-3:F. states, "*The final plat shall be approved by the Land Use Authority. The construction drawings shall be approved by the City staff. The development agreement shall be approved by the City Council.*"

- The final plat was approved by the Providence Planning Commission on September 11, 2019.
- The Public Works Director and City Engineer are reviewing the construction drawings.
- Danny Macfarlane, agent for Providence LLC., is requesting approval of the attached Development and Public Improvement Installation Agreement for the Corner Commercial Subdivision (the amendment of Lot 1, The Corner Subdivision); a two-lot commercial subdivision located in the general area of 506 West 100 South, Providence UT.

THEREFORE be it resolved by the Providence City Council:

- The attached development agreement shall be approved; and
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 12 day of November 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 CORNER COMMERCIAL SUBDIVISION
(THE AMENDMENT OF LOT 1, THE CORNER SUBDIVISION)

This DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into this _____day of November 2019, by and between Providence Corner 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 **100 South.** The Developer agrees to complete the 100 South improvements as shown on the approved construction plans.

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

1.2.1.1 Lot 1 has an existing service; current code requires a second water service be installed for Lot 2. The Developer agrees to install water services into Lot 2 as shown on the Approved Construction Drawings.

1.2.1.2 The Developer agrees to work with the City to minimize damage to existing infrastructure when determining the location of individual services into each lot.

1.3 **Fire Protection**. Developer agrees to install fire hydrants and lines in accordance with the requirements and standards set forth by the fire authority having jurisdiction, Standard and Specifications Manual and as shown on Approved Construction Drawings. The Developer also agrees to control weeds, trash, and other debris on site and in accordance with Providence City Code Title 4 Public Health and Safety until such time that Developer no longer holds an ownership interest in the site.

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

1.4.1 **Service into Each Lot.** The service for Lot 1 is existing; current code requires a second sewer service be installed for Lot 2. The Developer agree to install the service for Lot 2 as show on the Approved Construction Drawings.

1.4.1.1 The Developer agrees to work with the City to minimize damage to existing infrastructure when determining the location of individual services into each lot.

1.4.2 **Inspection at Developer's Expense**. Developer acknowledges and agrees that the installed sanitary sewer improvements must be inspected before the trench is backfilled. Developer agrees that it will request an inspection and will be responsible for payment for the same.

1.4.3 **Acceptance**. Before the sanitary sewer improvements will be accepted by the City, the Developer, at its own expense, shall visually image the entire line and will label and furnish an acceptable copy of the media to the City. Developer

acknowledges and agrees that the City must accept the test results prior to any unit being connected to the line and before asphalt is installed. Test results must be accepted by the City prior to the acceptance of the minimum improvements.

1.5 Water Requirement. The water requirement was met with the Corner Subdivision.

1.6 Irrigation Waterways, Private Laterals

1.6.1 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.

1.6.2 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.

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

1.7 Parks and Trails. Not required for this Agreement.

1.8 Landscaping. Not required for this Agreement.

1.9 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 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: no additional signs required with this Agreement. The City shall install the signs. Any temporary delineators and barriers required during construction will be furnished, installed, and maintained by the Developer.

1.11 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.

1.11.1 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 17 day of September, 2020.

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 Drawing.

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.

2.3.3.1 The storm water pipe and pond will be maintained by the owners of the lots or by a homeowner association.

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.

3.2 **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 $3,292, which amount is not less than 110% of the reasonable value of the Public Improvements as determined by the City Engineer.

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 $300, 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.

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 November, 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

PROVIDENCE CORNER LLC

By: _____
Its: _____

STATE OF UTAH)
:
County of _____)

On this _____ day of November, 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: _____

Additional Signatures Next Page

DRAFT

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

EXHIBIT B

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

AND TO:

[Property Owner/Address]

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 November 2019 (the "Effective Date"), by and between _____ ("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 The Corner Commercial Subdivision (Amendment of Lot 1), dated the _____ day of November 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 Corner 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 here from 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)
:ss.
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

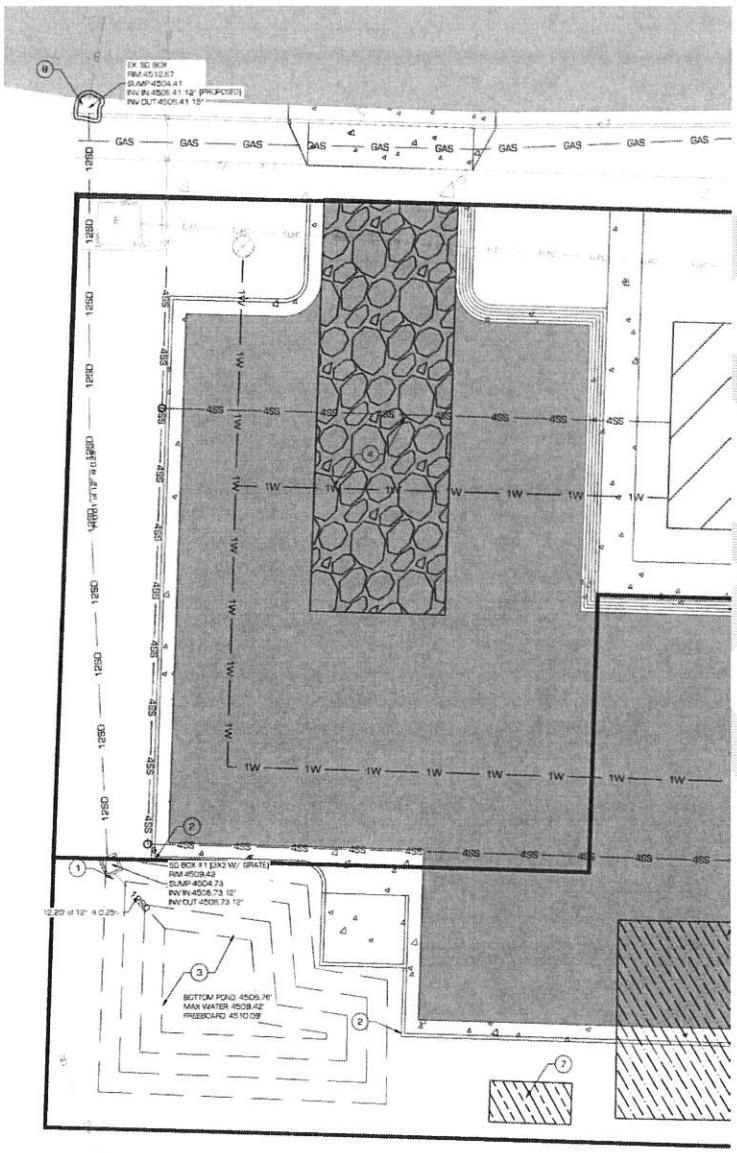
ATTACHMENTS:
Exhibit A: Legal Description(s) of Property
Exhibit B: Schedule of Long Term Maintenance Activities

DRAFT

Exhibit A

STORM WATER MANAGEMENT BMP MAINTENANCE AGREEMENT
Legal Description(s)

Parcel No. 02-096-0089



STORMWATER DESIGN RATIONALE & POND SIZING

- STORMWATER CALCULATION METHOD: RATIONAL
- DESIGN APPROACH: DETENTION
- DESIGN STORM: 100-YEAR 24-HOUR STORM
- TOTAL PROJECT AREA: 0.65 ACRES
- DETENTION RELEASE RATE: 0.20 CFS/ACRE
- TOTAL RELEASE RATE: 0.13 CFS
- TOTAL STORAGE REQUIRED: 1,542 CF
- TOTAL STORAGE PROVIDED: 1,554 CF

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.

DRAFT

Resolution 038-2019

A RESOLUTION approving the Development and Public Improvement Installation Agreement for Providence Highlands Phase 4; a 12-lot residential subdivision located in the general area of 1180 South 800 East.

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

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

WHEREAS, Providence City Code 11-3-3:C. states, *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.*

WHEREAS Providence City Code 11-3-3:F. states, "*The final plat shall be approved by the Land Use Authority. The construction drawings shall be approved by the City staff. The development agreement shall be approved by the City Council.*"

- The final plat is being considered for approval by the Providence Planning Commission on November 13, 2019.
- The Public Works Director and City Engineer are reviewing the construction drawings.
- Jeremy Jensen, agent for Providence Highlands LLC, is requesting approval of the attached Development and Public Improvement Installation Agreement for Providence Highlands Phase 4; a 12-lot residential subdivision located in the general area of 1180 South 800 East.

THEREFORE be it resolved by the Providence City Council:

- The attached Development and Public Improvement Installation Agreement for Providence Highlands Phase 4 shall be approved; and
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 12th day of November 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 PROVIDENCE HIGHLANDS SUBDIVISION PHASE 4

This DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into this _____ day of November 2019, by and between Imagine Development, 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. Pursuant to Providence City Code 11-4-3:R. The Developer agrees to pay a seal coat fee equal to the square footage of road surfaces in the subdivision multiplied by the cost per square foot for the type of seal coat to be used. Estimated square footage as show on the Engineer's Cost Estimate, 54,350. Estimated cost per square foot as determined by the Providence City Public Work Director, $0.24; total seal coat fee, $_____.

1.1.2 800 East. 800 East will be constructed as shown on the approved construction plans. The Developer agrees to install a temporary turnaround on the south end of 800 East as shown on the approved construction plans.

1.1.2.1 Providence City Staff cautions the Developer that, while the design for 800 East meets the City Code, constructing 800 East as shown on the approved construction plans will make it more difficult to develop future phases.

1.1.3 1180 South. 1180 South will be constructed as shown on the approved construction plans. 1180 South extends less than 150 feet; therefore, a temporary turnaround is not required.

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.** The Developer agrees to install 8" PVC C900 water line as shown on the Approved Construction Plans.

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 The 2015 Pre-Disaster Mitigation Plan – Bear River Region, Utah has identified portions of the general area where this Development is located as moderate to high risk for wildfire. Refer to Providence City Code 10-5-7. Hazard Wildfire Area for mitigation strategies.

1.3.2 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: Wildfire Hazard Area, Moderate and Steep Slopes.

1.4.1.1 Providence City Code defines Steep Slopes in non-developable sensitive areas as follows: Where the rise or fall of the land is equal to or exceeds thirty percent (30%) over a horizontal distance of fifty feet (50') or greater measured perpendicular to the contour lines.

1.4.1.2 A non-developable steep slope is considered a Hazard Slope. See Providence City Code 10-5-4 for additional information.

1.4.2 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. . .

1.4.2.1 Note 5 on the Final Plat states, "Sensitive Areas. All lots in this subdivision contain sensitive area and are subject to a conditional use, see Providence Code 10-5-2.

1.4.2.2 Note 5.b. states, "Geological Hazard Areas: Fault line is to the east of the proposed subdivision. See Fault Hazard study for Providence Highlands Project No. 140069 by Earthtec Engineering dated March 5, 2014.

1.4.3 Note 5.a. on the Final Plat states, "Crucial Wildlife Habitat Areas: Subdivision is in the Ring-Necked Pheasant Habitat Area and Mule Deer Habitat.

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**. The water requirement for this Phase was included in the Water Conveyance Agreement dated January 18, 2005.

1.7 **Natural Waterways, Irrigation Waterways, Private Laterals**

1.7.1 **Irrigation Waterways, 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**. Lots 92 and 93 are subject to a Pedestrian Easement.

1.9 **Landscaping**. No Developer requirement.

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.

1.11 **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: street number blade, stop sign, barriers at the end of 1180 South. 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.

1.12.1 800 East Temporary Turnaround. The Developer agrees to install a temporary turnaround at the south end of 800 East.

1.12.2 Sewer Manhole and Mainline. The Developer agrees to install a sewer manhole and mainline in the public utility easement adjacent to the west boundary of the Development.

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 November, 2021.

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.

2.3.2 **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 **Post Maintenance of Infrastructure**. Developer 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 in the Declaration and Grant of Easement and Maintenance Agreement, see 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.

3.2 **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 $_____, which amount is not less than 110% of the reasonable value of the Public Improvements as determined by the City Engineer.

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 $_____, 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.

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: _____
Don W. Calderwood, Mayor

Attest:

_____
Skarlet Bankhead, Recorder

STATE OF UTAH)
:
County of Cache)

On the _____ of _____, 2016, personally appeared before me, Don W. Calderwood, 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

[DEVELOPER}

_____
By: _____
Its: _____

STATE OF UTAH)
:
County of _____)

On this _____ day of _____, 2016 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: _____

DRAFT

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
15 South Main
Providence UT 84332

AND TO:

[Property Owner/Address]

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 _____, 2016 (the "Effective Date"), by and between _____ ("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 _____ Subdivision, dated the _____ day of _____, 2016, 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 _____ 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)
:ss.
COUNTY OF CACHE)

On this _____ day of _____, 2016, 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)

Parcel No. _____-_____-_____

Legal Description:

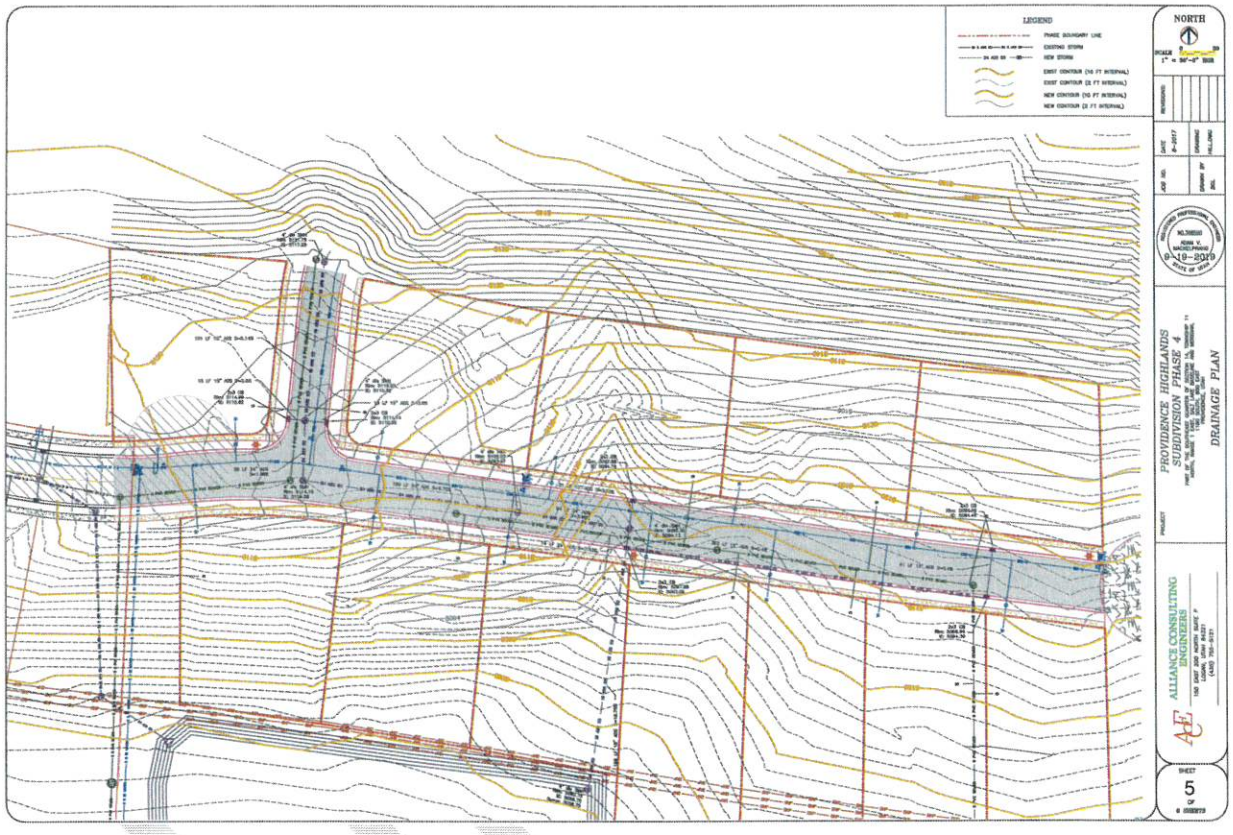


Exhibit B

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.

DRAFT

Resolution 039-2019

A RESOLUTION APPOINTING SHARON JOHNSON TO THE PROVIDENCE HISTORIC PRESERVATION COMMISSION.

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

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

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

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

THEREFORE be it resolved by the Providence City Council:

- Sharon Johnson shall be appointed as a member of the Providence Historic Preservation Commission with her term expiring November 30, 2022.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 12 day of November 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

PROVIDENCE CITY COUNCIL MEETING AGENDA
November 12, 2019 6:00 PM
Providence City Office Building
164 North Gateway Drive
Providence UT

Item No. 4. Resolution 040-2019 – City Council Bylaws Amendment: The Providence City Council will consider for adoption a resolution approving an amendment to the City Council Bylaws.

Information for this item will be available at the meeting.

Ordinance No. 2019-023

AN ORDINANCE AMENDING PROVIDENCE CITY CODE PCC TITLE 10 ZONING REGULATIONS, CHAPTER 6, SECTION 1 USE CHART BY 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.

- The City has received a request for a bed and breakfast in a multi-family district.
- 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
- On October 22, 2019, the City Council adopted the changes for ADU and AAU and continued action on bed and breakfast.
- On November 12, 2019, the City Council considered amendments to bed and breakfast.

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 12 day of November 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 November 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	Cluster development			C	C	C	C	C	C	C	C	C			C	
10	Inner block development		C	C	C										C	
11	Planned Unit Development		C	C	C	C		C	C	C	P	P			C	

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
12	Bed & Breakfast	C	C	C	C	C	C	C		C	C	C	C		C	
13	Hotel/motel											C	C		C	
14	Lodging house									C	C	C	C		C	
15	Residence for persons with disabilities		P	P	P	P	P	P	P	P	P	P			C	
16	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	P	P	P	P	P	P	P								
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**															
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	

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
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		
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												p	p	P	

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
	store															
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															
6	Clothing Manufacturer															
7	Furniture Manufacturer															
8	General contractor												C			

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
	yard															
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.

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Ordinance No. 2019-024

AN ORDINANCE AMENDING PROVIDENCE CITY CODE TITLE 10 ZONING REGULATIONS, CHAPTER 3 PERMITS, PLANS, AND ANNEXATION, SECTION 6 ANNEXATION BY ADDING THE INFORMATION REQUIRED WITH AN ANNEXATION PETITION.

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 staff prepared the attached code amendment.
- Prior to making a recommendation the Planning Commission studied the proposed amendment and held a public hearing on October 9, 2019.
- 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: . . . (c) any other provision of a land use regulation.
6. **UCA § 10-2-403(1)** Annexation petition – requirements – notice required before filing states: . . . "the process to annex and unincorporated are to a municipality is initiated by a petition . . ."
7. **UCA § 10-2-403(3)** list petition requirements.
8. **PCC 10-3-6**. Provides requirements for annexation.
9. The City's **Annexation Policy Plan** states: It is not the intent of Providence City to acquire more land than the City can reasonably service. Providence City has considered the surrounding unincorporated areas and has planned to annex those areas where the City can provide municipal services as demand occurs.
   In determining whether or not to grant the annexation petition, the City will use the following specific criteria and matters relevant to these criteria to guide the decision. 1.

Public Services (Utility), 2. Public Services (Emergency, Law Enforcement, Fire, Environmental, etc.), 3. Transportation Services, 4. Tax Base and/or Economic Benefit, 5. Control of Development in the Area, 6. Sensitive Ares, Natural Hazards, and Geotechnical Information, 7. Recreation, Parks, Trails, 8. Education System.

CONCLUSIONS OF LAW:

1. The proposed code amendment is consistent with the purposes listed in UCA § 10-9a-102.
2. The proposed code amendment is consistent with the intent, specific criteria, and matters relevant to these criteria listed in the City's Annexation Policy Plan.
3. 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.

- Providence City Planning Commission took the following action on October 23, 2019:
  Action Item No. 2. Proposed Code Amendment: *The Providence Planning Commission will consider for recommendation to the City Council proposed code amendments to Providence City Code Title 10 Zoning Regulations-Chapter 3-Section 6, by adding the information required with an annexation petition.*
  Motion to recommend to the City Council to make code amendments to Providence City Code Title 10 Chapter 3 Section 6, by adding the information required with an annexation petition: — R Cecil, second — R Holloway
  Yea: K Alder, R Cecil, R Holloway, B Perry, G Sonntag
  Nay:
  Abstained:
  Excused: L Banda

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.
- 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 12 day of November 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 November 2019.

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, Recorder

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10-3-6: **ANNEXATION:**

A. Classification: New area annexed to the City shall be annexed into the City as an agricultural zone, ~~unless otherwise approved by the City Council as provided in Utah Code Annotated, as may be amended~~ or as an already defined zone per the city's map, "Future Rezoning of Existing Districts and Annexed Areas of the City of Providence, Utah;" any other zoning proposal shall be submitted to the Planning Commission for consideration and recommendation to the City Council, unless otherwise approved by the City Council as provided in Utah Code Annotated as may be amended. Any annexation shall be accomplished in accordance with State law. Notification must be delivered to each landowner involved or to any person owning land adjacent to the land involved by the petitioner. (Zon. Ord., 5-8-1991; 1998 Code) (Ordinance Modification 003-02 03/26/02) (Ordinance Modification 014-2003 11/25/03)

B. Application; Fee: Formal application for annexation will require the payment of an application fee which will be applied to administrative costs including but not limited to publication fees, staff review fees, postage, etc. Professional fees such as legal and engineering fees incurred by the City will be billed, as billed by the professional firm, to the contact sponsor. The application fee will be set by a resolution of the City Council. (Ordinance Modification 003-02)

C. Petition: The annexing parties must provide an annexation petition and plat in accordance with State law.

1. In addition to the petition and plat, the applicant shall provide the following information:
    a. A list, including the mailing address, of each affected entity as defined in Utah Code 10-2-401.
    b. A list, including the mailing address, of each adjacent property owner. As defined in Providence City Code 10-1-6:B.2.
    c. Feasibility Study ~~showing how~~ addressing the following:
        i. All utilities/services, including but not limited to: transportation/streets, water, sewer, storm drain, gas, power, and communication services will be provided to this area.
        ii. ~~Address~~ Any sensitive areas including, but not limited to those listed in Providence City Code Title 10 Chapter 5 and the Disaster Mitigation Plan Bear River Region Utah.
    d. A development plan that shows:
        i. The topographic character of the land, and any major grading intended;
        ii. Proposed land uses, population densities, and building intensities;
        iii. Proposed circulation pattern indicating both public and private streets;
        iv. Proposed parks, playgrounds, school sites, and other open spaces;
        v. A market analysis of proposed uses, if required by the Planning Commission;
        vi. Delineation of the units to be constructed in progression, if any; and relation of the proposed development to future land use in surrounding area(s) and as shown on the general plan.

D. Repealed (Ordinance Modification 003-02)

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Resolution 041-2019

A RESOLUTION APPROVING GENERAL PLAN CHAPTER 7 MODERATE INCOME HOUSING.

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 UCA 10-9a-403(2)(a) states: At a minimum, the proposed general plan, with the accompanying maps, charts, and descriptive and explanatory matter, shall include the planning commission's recommendations for the following plan elements: (iii) . . .a plan that provides a realistic opportunity to meet the need for additional moderate income housing.

WHEREAS, the Providence Planning Commission prepared the following strategies and objectives, held public hearings to received public comment on the general plan on the General Plan Comprehensive Revision, which included Chapter 7 Moderate Income Housing, on September 14 and 28, 2019.

- On September 11, 2019, the Planning Commission recommended the City Council approve the Comprehensive Revision.
- The attached draft has been reviewed by Brian Carver, BRAG Association of Governments, and contains the strategies and objectives recommended by the Planning Commission; however, the statistical data and formatting have been updated to include current statistics.

THEREFORE be it resolved by the Providence City Council:

- The attached General Plan Chapter 7 – Moderate Income Housing shall be approved; and
- The current general plan shall be amended to include Chapter 7 Moderate Income Housing.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 12th day of November 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

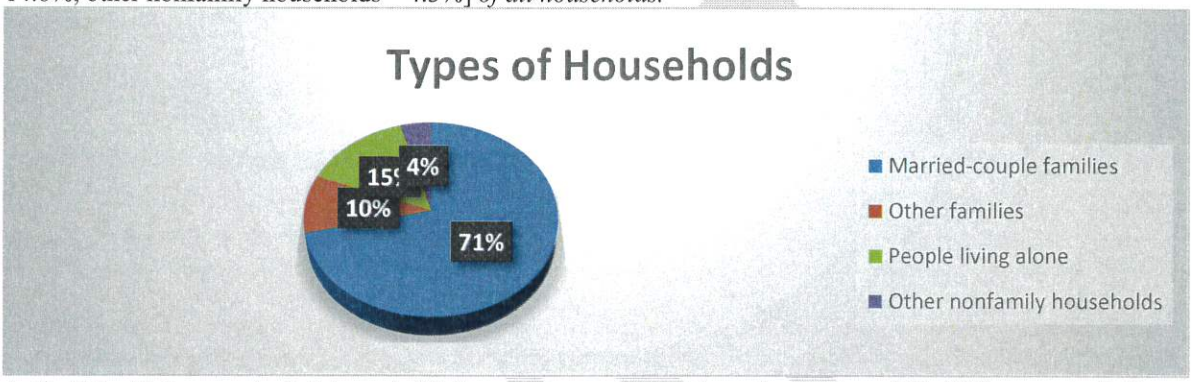
7.1 – WHAT WE KNOW

A. PROVIDENCE CITY AFFORDABLE HOUSING NEEDS ASSESSMENT

The following information in *italics* is taken from the US Census American Community Survey 2013 – 2017 5-Year Narrative Profile.

Households and Families

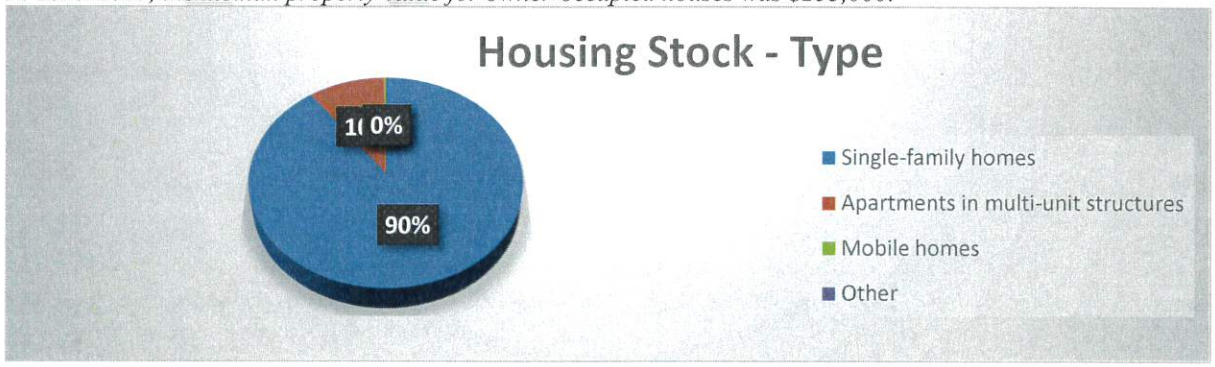
In 2013-2017, there were 2,355 households in the City. The average household size was 3.17 people. Families made up 80.9 percent of the households. This figure includes both married-couple families (71.3 percent) and other families (9.6 percent). Female householder families with no husband present and own children under 18 years are 3.5 percent of all households. Nonfamily households made up 19.1 percent [people living alone – 14.8%, other nonfamily households – 4.3%] *of all households.*



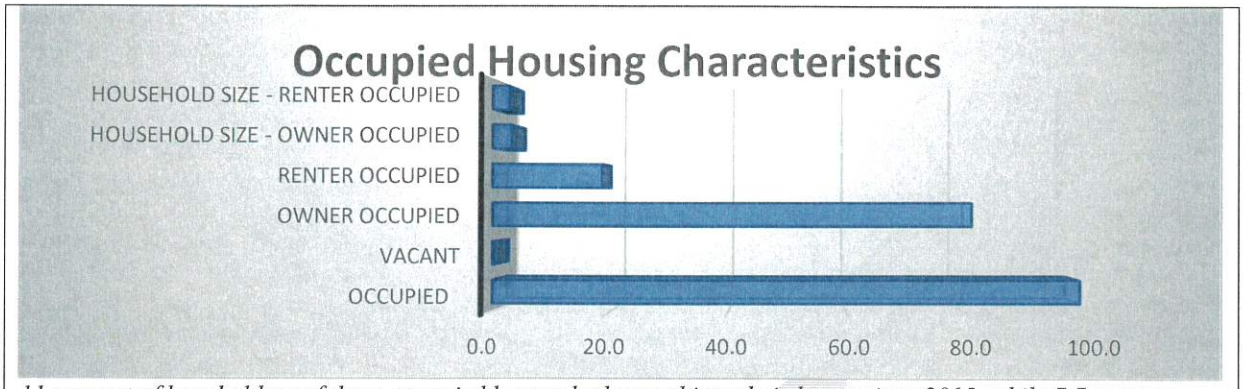
In the City, 41.0 percent of all households have one or more people under the age of 18; 30.0 percent of all households have one or more people 65 years and over.
Among persons 15 and older, 66.5 percent of males and 63.8 percent of females are currently married. 159 grandparents lived with their grandchildren under 18 years old. Of those grandparents, 0.0 percent were responsible for the basic needs of their grandchildren.

Housing Stock

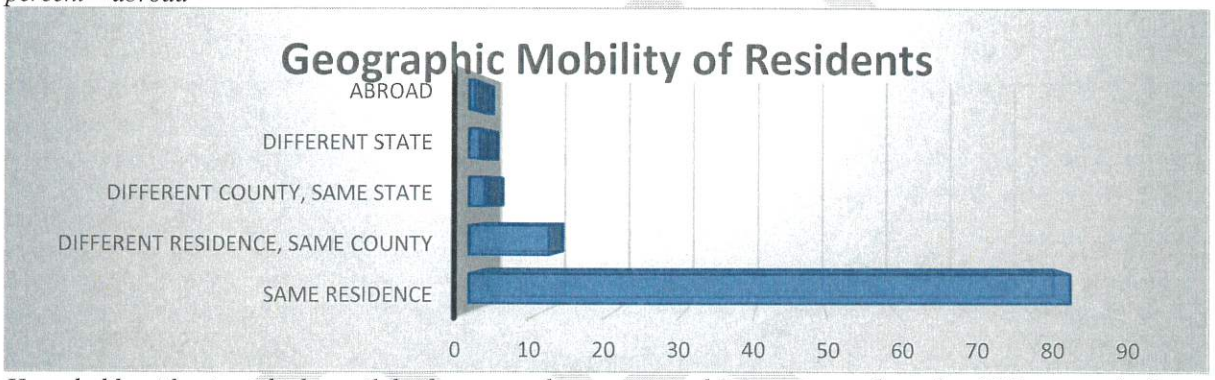
In 2013-2017, the City had a total of 2,362 housing units. Of these housing units, 90 percent were single-family houses either not attached to any other structure or attached to one or more structures (commonly referred to as "townhomes" or "row houses"). 9.9 percent of the housing units were located in multi-unit structures, or those buildings that contained two or more apartments. 0.2 percent were mobile homes, while any remaining housing units were classified at "other", which included boats, recreation vehicles, vans, etc.
In 2013-2017, the median property value for owner-occupied houses was $253,000.



In 2017, the City had 2,260 housing units that were occupied or had people living in them, while the remaining 7 were vacant. Of the occupied housing units, the percentage of theses houses occupied by owners (also known as the homeownership rate) was 80.7 percent, while renters occupied 19.3 percent. The average household size of owner-occupied houses was 3.25 and in renter-occupied houses it was 2.84.



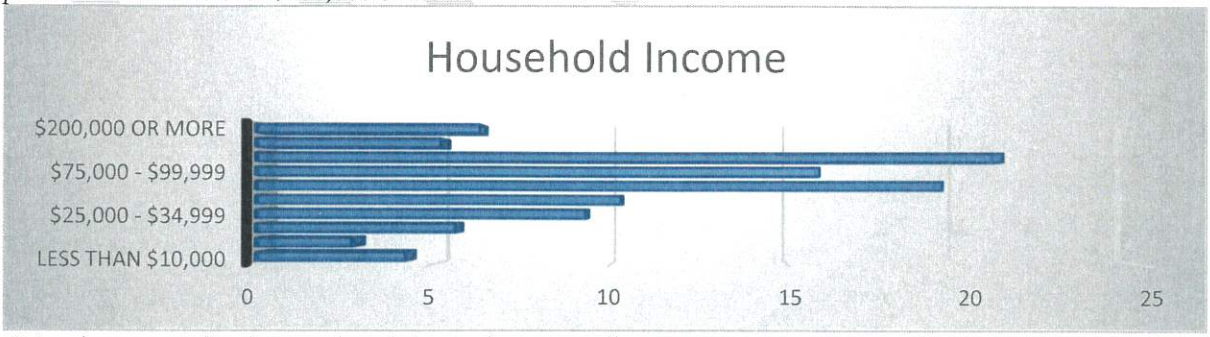
11 percent of housholders of these occupied houses had moved into their house since 2015, while 7.7 percent moved into their house in 1979 or earlier.
84.3 percent of the people at least one year old were linving in the same residence one year earlier; 11.2 percent – different residence, same county; 2.2 percent – different county, same state; 1.5 percent – different state; 0.8 percent – abroad



Households without a vehicle availabe for personal use comprised 2.5 percent and another 36.3 percent had three or more venicles for use.

Household Income & Needs

The median household income in Providence is $73,056, which is $19,244 above *the area median income (AMI) for Cache County ($53,812). An estimated 4.2 percent of households had income below $10,000 a year and 6.3 percent had income over $200,000 or more.*



Using the area median income (AMI) for Cache County ($53,812), 5.0 percent of the households in Providence earn less than or equal to 30 percent of AMI, 10.1 percent earn between 30 and 50 percent of AMI, 14.4 percent earn between 51 and 80 percent of AMI, 8.3 percent earn between 81 and 100 percent of AMI, and 62.2 percent earn more than 100 percent of AMI. Households that earn a moderate income (80 percent of AMI) or less make up 29.6 percent of Providence's population. (Information taken from the US Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy)

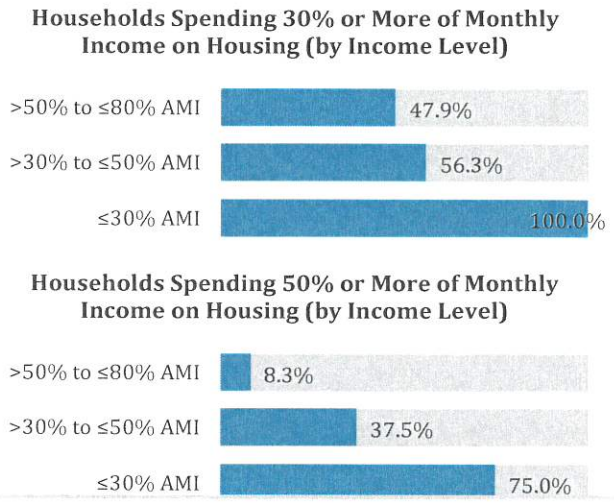
Housing Affordability and Cost Burden

Summary of Affordability

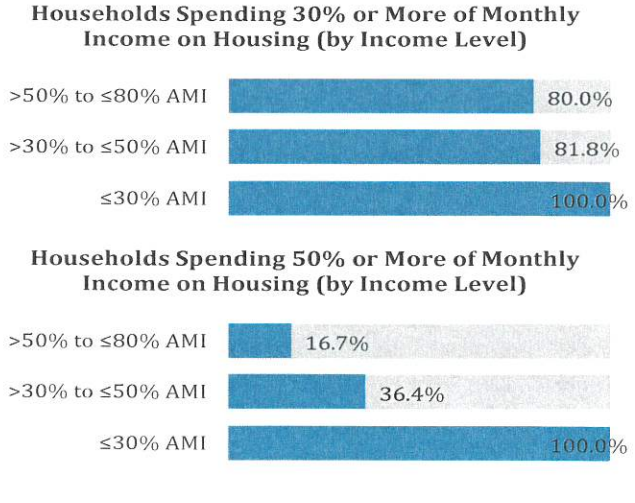
Household Income	Maximum Monthly Income for Housing Expenses	Maximum Mortgage Loan Amount
≤30% AMI	$379	-$427
>30% to ≤50% AMI	$631	$66,876
>50% to ≤80% AMI	$1,010	$167,830
>80% to ≤100% AMI	$1,262	$235,133

Housing is considered affordable when households—regardless of their income—spend no more than 30 percent of their monthly income on housing expenses. Therefore, cost-burdened households are those households whose housing expenses exceed 30 percent of their monthly income. Based on this definition, 82.2 percent of Providence's renter households that earn a moderate income or less and 55.6 percent of the city's owner households that earn a moderate income or less are cost burdened, which indicates that Providence's residents would benefit from additional
affordable rental and ownership options.

Cost Burdened Owner Households



Cost Burdened Renter Households



Moderate Income Housing Gap
Utah Code Annotated (UCA) 10-9a-408(2)(c)(i) requires:

- the municipality calculate the housing gap for the current biennium;

TABLE 1					
2018 Shortage	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units Renter Households	Available Units Renter Households
≤ 80% HAMFI	245	350	239	105	-6
≤ 50% HAMFI	100	85	29	-15	-71
≤ 30% HAMFI	35	30	10	-5	-25

- the municipality calculate the housing gap for the previous biennium;

TABLE 2					
2016 Shortage	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units Renter Households	Available Units Renter Households
≤ 80% HAMFI	225	395	220	170	-5
≤ 50% HAMFI	75	160	35	85	-40
≤ 30% HAMFI	20	45	0	25	-20

- estimate the progress in providing moderate income housing by subtracting the information in Table 2 from Table 1

Progress	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units Renter Households	Available Units Renter Households
≤ 80% HAMFI	20	-45	19	-65	-1
≤ 50% HAMFI	25	-75	-6	-100	-31
≤ 30% HAMFI	15	-15	10	-30	-5

UCA 10-9a-408(2)(c)(ii) Report the number of all housing units in the municipality that are currently subsidized by each level of government.

Municipal Government	0	Subsidized by municipal housing programs
State Government	22	Subsidized by Utah's OWHLF multi-family program
Federal Government	2	Subsidized by the federal Low-Income Housing Tax Credit (LIHTC) program

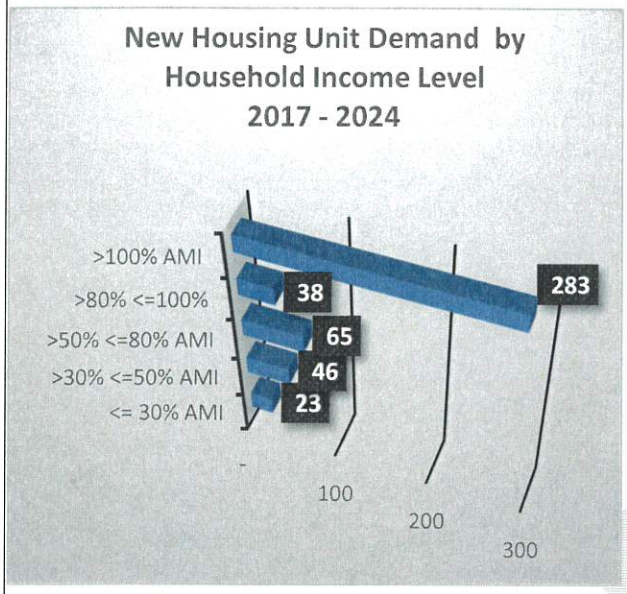
UCA 10-9a-408(2)(c)(ii) Report the number of all housing units in the city that are currently deed restricted for moderate-income households. The City currently has 22 units.

7.2 – HOW DOES THIS HELP US PLAN FOR THE FUTURE

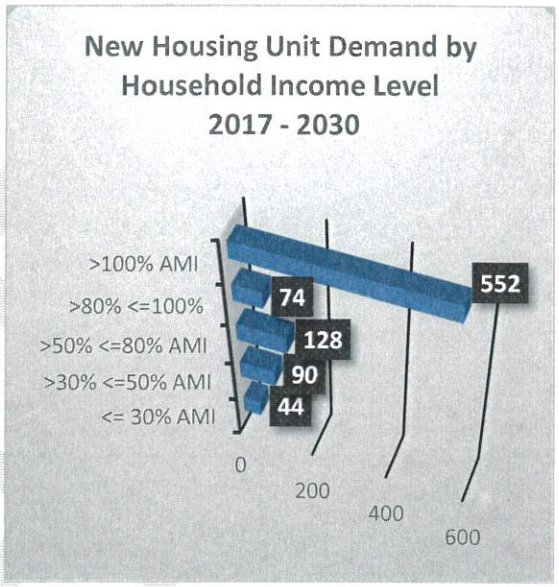
Population Change and Affordable Housing Demand

The population of Providence is expected to increase from 7,341 in 2017 to 8,736 by 2024 and 10,916 by 2030. These additional residents amount to an additional 440 households by 2024 and an additional 860 households by 2030, based on the city's estimated 2024 average household size (3.07).

Wasatch Front Regional Council General Plan Resources – SB 34 (2019) Population Projections – Providence City										
Year	2017	2018	2019	2024	2025	2030	2035	2040	2045	2050
Pop.	7,341	7,506	7,671	8,736	8,956	10,066	10,916	11,726	12,420	12,991



Based on population change from 2017 to 2024, observed income levels, and existing vacancies, it is projected that Providence will need an additional 455 housing units by 2024. Of those 455 units, 23 will need to be affordable to extremely low-income (≤30% AMI) households, 46 will need to be affordable to low-income (>30% to ≤50% AMI) households, and 65 will need to be affordable to moderate-income (>50% to ≤80% AMI) households.



By 2030, Providence will need an additional 888 housing units. Of those 888 units, 44 will need to be affordable to extremely low-income (≤30% AMI) households, 90 will need to be affordable to low-income (>30% to ≤50% AMI) households, and 128 will need to be affordable to moderate-income (>50% to ≤80% AMI) households.

Special Needs Groups

In the City, among the civilian noninstitutionalized population in 2013-2017, 7.7 percent reported a disability the likelihood of having a disability varied by age – from 4.5 percent of people under 18 years old, to 6.0 percent of people 10 to 64 years old, and to 21.4 percent of those 65 and over.

Individuals with disabilities may require special housing accommodations.

According to the US Census American Community Survey 2013 – 2017 5-Year Narrative Profile 14.2 percent of the population was 65 years and older.Some elderly individuals may not be able to remain in their homes or may choose to relocate to a unit that better suits their preferences and needs. The legislative body of Providence may wish to evaluate the housing options available to seniors wishing to remain in or move to the community.

According to the 2018 annualized point-in-time count, roughly 0.52 percent of Utah's population is homeless. Although regional differences may impact the rate of homelessness, this percentage can be used to estimate the number of homeless individuals in Providence, which is approximately 39. Given this estimate, Providence should consider developing or promoting programs designed to help these individuals become stably housed. In 2018 the state legislature passed SB 235 which withholds 18% of the 50% population component of the local option sales tax for homeless shelter funding. In October 2019, $1,105.06 was deducted from Providence City local sales and use tax for Homeless Shelter Funding.

7.3 – OVERALL GOALS & OBJECTIVES

The following goal, objectives, and action strategies provide a framework for addressing the concerns and opportunities for Moderate Income Housing. The overall goal provides the vision, and the objectives represent what Providence City would like to achieve. The strategies are action items that direct how the overall goal and objectives will be achieved.

OVERALL GOAL FOR THE CHAPTER – THE GUIDING VISION & INTENT

Planning housing opportunities for all people, regardless of income level, while maintain the aesthetic qualities and public service levels Providence residents currently enjoy. Improve access to housing opportunities for low and moderate income residents. Improve fair housing practices. Encourage and support the provision of affordable housing units.

OBJECTIVES – WHAT DO WE WANT TO ACHIEVE?	STRATEGIES – HOW DO WE MAKE IT HAPPEN?	1-5 Years	5-15 Years
The following objectives represent what Providence would like to achieve over the next 15 to 20 years for Moderate Income Housing. The means for how Providence will work toward these objectives is captured in the Action Plan Strategies.	The following action-based strategies will help Providence achieve the overall goal and objectives for Moderate Income Housing. Strategies are categorized as short-term (1-5 years) or long-term (5 – 15 years).		
1. Support and utilize existing affordable housing resources.	a. Continued support of Bear River Regional Housing Authority, which is administered by Bear River Association of Governments (BRAG) and offers the HUD Section 8 Rental Assistance Programs to eligible renters who reside in Providence.		
	b. Support and promote First-Time Homebuyer Program administered by BRAG.		
	c. Support and promote housing repair and rehabilitation program administered by BRAG and USDAs Rural Development Agency		
	d. Investigate the merits of creating a Local Development Corporation either individually or in partnership with other communities and development agencies, to undertake affordable housing development on land acquired for such purposes.		
	e. Work with Logan City and other neighboring communities to regularly assess affordable housing needs and the impact of new development on existing demand for such housing.		
2. Support fair housing practices through education and awareness.	a. Promote a variety of affordable housing options in the City that are compatible with neighborhood character, including rental and ownership opportunities, and a variety of housing types such as multi-		

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	family, duplex, and single-family detached units.		
	b. Sponsor and support presentations and information dissemination by non-profit and government agencies.		
	c. Commit to combat any negative perception of affordable housing (NIMBY: Not in My Back Yard) by helping residents become educated about and understand the economic value of having diversified housing choices in our community.		
	d. Permit affordable housing in each neighborhood so long as the specific unit type and design is consistent with the character of the neighborhood.		
	e. Acknowledge the economic and social consequences that large-scale or concentrated low-income housing developments place on neighboring households.		
3. Modify existing regulatory measures to encourage the development of affordable housing and reduce production cost.	a. Support non-profit and private affordable housing with affordable project with in the City limits.		
	b. Encourage flexibility and innovation in the interpretation of local building codes to allow for the use of different building materials and new technologies.		
	c. Increase flexibility in development standards allowing for reduction of site development costs, including allowances for zero lot line and clustering.		
	d. Streamline the local administrative development review and permitting process to allow for cost reductions.		
	e. Encourage and incentivize the development of affordable housing in small complexes and low concentrations of buildings, appropriately distributed and integrated into the whole community.		
4. Provide financial incentives for affordable housing	a. Provide for fee waivers and impact fee exemptions for projects, or portions of projects that provide new affordable housing units.		
	b. Take advantage of Urban Development Area (UDA) tax incentive increment financing specifically for affordable housing.		
	c. Support Local Community Housing Trusts that support new or existing financial assistance programs.		
	d. Provide new density bonuses or other benefits to developer willing to		

	incorporate a portion of affordable housing in a project.		
5. Encourage the provision of adaptive re-use and mixed-use	a. Encourage adaptive re-use and missed-use project to stimulate affordable housing and economic development.		
6. Adopt new regulatory measures to encourage the development of affordable housing.	a. Allow for the development of accessory dwelling units in single-family zones – not just caretaker accommodations.		
	b. Have no more restrictions for manufactured housing than for regular housing.		
	c. Consider adopting local rehabilitation codes to maintain existing housing stock to encourage neighborhood revitalization.		
	d. Adopt quality standards to help erase negative attitudes and increase acceptance of affordable housing.		
	e. Utilize selective re-zoning of residential land to allow greater density for both single-family and multi-family housing.		
	f. Consider adopting an inclusionary zoning ordinance requiring that a certain portion of new housing units be affordable.		
	g. Promote continued use of the City's subdivision and zoning ordinances that could include density bonuses for certain types of affordable housing units.		
	h. Consider amending residential zoning ordinance to include single-family lots under ¼ acre, second and third floor housing options, and other similar techniques.		
	i. Consider procedures that require certain affordable housing projects be held in perpetuity and monitoring all such deed restrictions.		
	j. Consider adopting ordinances that discourage and disincentives large-scale or concentrated low-income housing.		

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Ordinance No. 2019-022

AN ORDINANCE AMENDING PROVIDENCE CITY CODE TITLE 1 ADMINISTRATION, CHAPTER 6 MAYOR AND CITY COUNCIL BY CHANGING THE DAY OF REGULAR CITY COUNCIL MEETINGS.

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

WHEREAS PCC 1-6-7:A. states,

A. Regular Meetings:

1. *The City Council may hold two (2) regular meetings which shall be held on the second or fourth Tuesday of each month at the Providence City Office.*
2. *At a minimum, the City Council shall hold one (1) meeting each month.*
3. *Meetings shall begin at 6:00 P.M.*
4. *The City Council may by vote provide for a different time and place for holding a meeting, if a majority of those voting deem it to be in the best interest of the citizens.*

WHEREAS Providence City Council and the Cache County Council hold their meetings on the same evenings; and

WHEREAS Providence council members would like to attend Cache County council meetings, without missing a city council meeting; and

~~WHEREAS the Providence Planning Commission currently holds their regular meetings on the second and fourth Wednesday of the month; and~~

~~WHEREAS Providence council members suggested moving planning commission to Tuesday and the council meetings would allow applicants to attend planning commission and then city council during the same week, rather than a 13 day time lapse between the two meetings.~~

WHEREAS ~~Providence council members suggested~~ Mayor Drew requests the Council consider amending the City Code to read as follows:

1. The City Council may hold two (2) regular meetings which shall be held on the ~~second~~ first or ~~fourth~~ third Tuesday ~~Wednesday~~ of each month at the Providence City Office.

THEREFORE be it ordained by the Providence City Council:

- The attached code amendment shall be approved and the city code update to reflect the change.
- 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 12 day of November 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 November 2019.

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, Recorder

DRAFT