PROVIDENCE CITY COUNCIL MEETING AGENDA
Wednesday, December 4, 2019 6:00 PM
Providence City Office Building, 164 North Gateway Drive, Providence UT

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

Opening Ceremony:

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

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

Approval of the minutes
Item No. 1. The Providence City Council will consider approval of the minutes of November 12, 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 042-2019 – Development Agreement: The Providence City Council will consider for adoption a resolution approving the Development and Public Improvement Installation Agreement for Vineyard Phase 2, a life-cycle residential development containing 15 single-family detached lots and 24 single-family attached units (townhomes), located in the general area of Spring Creek Parkway and 300 East., Providence UT.
Item No. 2. Resolution 043-2019 – Development Agreement: The Providence City Council will consider for adoption a resolution approving the Development and Public Improvement Installation Agreement for Vineyard Phase 3, a life-cycle residential development containing 6 single-family detached lots, 15 single-family attached units (townhomes), and 40 single-family attached units (condominiums), located in the general area of 170 East Spring Creek Parkway, Providence UT.

Legislative Business Item(s)
Item No. 1. Code Amendment – Ordinance No. 2019-026: The Providence City Council will consider for adoption an ordinance amending Providence City Code Title 10 Zoning Regulations-Chapter 14-Section 1 Cluster and Inner Block Development, by clarifying hearing notice requirements and expanding the area where inner block development can occur; and Section 2 Planned Unit Development by adding requirements for a storm water system, allowing home businesses, clarifying public and private right-of-ways.

Item No. 2. Rezone – Ordinance No. 2019-025: The Providence City Council will consider for adoption an ordinance changing the zone 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).

Item No. 3. General Plan Discussion: The Providence City Council will discuss the Future Zoning Map, Parks and Open Space Map, and Transportation Classification Map 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 27th 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 MINUTES
November 12, 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
Pledge of Allegiance:
Attendance: John Drew, Kirk Allen, Kristina Eck (by telephone) Brent Fresz (by telephone), Dennis Giles, Roy Sneddon
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.
Motion to accept the 2019 Municipal General Election official canvas results: — K Allen, second — R Sneddon
Vote:
Yea: K Allen, K Eck, B Fresz, D Giles, R Sneddon
Nay:
Abstained:
Excused:
Discussion:

- S Bankhead explained that due to changes in the election laws, the city can no longer access the County's election computer program. The County assigned two people to help us check signatures. Diane Campbell, Kris Hobbs, Kate Groll, and Sheyler Gunnel helped count the ballots. We had very good turnout in our by-mail election.
- S Bankhead read from the canvass results. She explained that we had three provisional ballots that were not able to be counted, and 26 ballots that we contacted but the voters did not come in to resolve issues with the ballot. She thanked everyone who ran for office.
- S Bankhead said that Brent Speth, Carrie Kirk, Josh Paulsen, and Jeanell Sealy were elected.

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.
Max Pierce, City Engineer:

- The fire hydrants are in the GIS. We are in the process of putting the sewer manhole map into the GIS.
- R Stapley and M Pierce need to get together about the standard drawings update.
- The Transportation Master Plan draft is nearly complete. We need to meet with R Stapley and S Bankhead to get some input. Then we can forward a draft to the Council.
- Spring Creek Crossing: The attorneys are working towards an agreement on the Boyer Property. Once the easements are obtained, we can put that project out to bid.
- Mayor Drew asked about the Winstead property. M Pierce said that that part is complete. S Bankhead said that the appraisals are also complete. We are just waiting on the Boyer property.
- K Allen asked if our plan is to start this project in the spring.
- M Pierce said that it would be fine to start this project any time, including during the winter, since there is no road currently in use that will need to be shut down for the project.
- K Allen asked if we could bid out this project within a week of working out the legal issues. In the winter, we should have less competition for contractors' time.
- Zone 2 Tank: Things are coming along. The structural engineer is working on the plans.
- Zone 1 Tank: We are waiting for the property owners. We have given them our survey. They are going to have their engineer lay out their subdivision based on both options that have been suggested.
- 500 South water line: The project is almost done. Pavement was done today. We will be putting the as-built plans into GIS.

- Spring Creek Parkway Storm Drain: This will not happen until next spring. We need to get a price from the contractor.
- Cemetery expansion is complete. We will be going out tomorrow to stake the monument locations.
- Southwest Sewer Master Plan: We are waiting on the attorneys for the CRA.
- Storm Water Rate Study: We have put it on hold until the other rate studies are up to speed. We want to keep things consistent between the studies.
- 100 South 200 West: We are writing legal descriptions for the property takes. We have a COG meeting next Monday.
- Secondary Water Feasibility Study: We need to meet with property owners to talk about acquiring property for the storage pond.
- Water Capital Facilities Plan: We have a draft ready. We will be scheduling a meeting with the new city manager to discuss it.
- UDOT SR 165 Access Management: S Bankhead said that the procedure has changed. We need to fill out some information online to apply.
- Sidewalk Survey: We have walked many of the blocks and color coded them according to their condition. Red indicates a safety hazard. Yellow indicates poor condition. As we fix the red areas, we could fix the yellow areas that are nearby. The idea behind this was that we could give this to a contractor with a 3-year contract and allow them to do it with a flexible schedule. This would allow us to get a better price. All of the yellow and red areas have a photograph in the GIS. We also have a 360 degree camera that we can use to document the condition of the landscaping, etc., before we fix any of the areas.
- K Allen asked about the sidewalks that dead end.
- M Pierce said that the map also shows areas that have no sidewalk. The city could decide to put sidewalk on some of those areas, especially if they are close to an area that needs replacement.
- K Allen asked about community block development grants. S Bankhead said that our median income is generally too high to qualify for those grants.
- M Pierce said that some cities will match the residents on building a sidewalk so that the residents only pay 50%.
- R Sneddon asked how we should prioritize where to start on the sidewalks.
- M Pierce said that once this map is done, his firm will provide a cost estimate to the city. Then the council needs to decide how quickly they want to get this done.
- Mayor Drew said that we wouldn't want to do them all in the same year because it is very disruptive.
- R Sneddon asked M Pierce to give the council an engineering recommendation on how to move forward.
- S Bankhead said that we can also work with the schools. If they put some of the sidewalks in their "Safe Routes to School" plan, we may be able to get some grant money.
- Mayor Drew asked about curb and gutter. He said that we had previously decided that it didn't make sense to put in curb and gutter while fixing the sidewalk.
- M Pierce said that it should be considered on an individual basis. It may make sense in different areas to put it in, to replace it, or to remove it.

Rob Stapley, Public Works Director:

- We are getting quotes to replace a few of our trucks. We are trying to replace one of the Ford 350s and one of our personnel trucks.
- We are asphalting wherever we can before the hot mix plant shuts down for the winter.
- 500 South: Asphalt was done today. We will do a walk through tomorrow. We were lucky to get some good weather.
- K Allen asked if there is money that we have held back on warranty [for 500 South].
- R Stapley said that there is some money that we hold until everything is finalized. There is also a one-year warranty.
- We rebuilt the components inside Redd Reservoir. This enhanced our SCADA capabilities.
- The EPA has decided to ask for more "unregulated contaminants" testing. We were randomly selected.
- R Sneddon asked if the fact that we are being required to do this again means anything about the first sample. R Stapley said that this is part of their normal procedure.
- R Stapley is working with the Division of Drinking Water about the deep rooted vegetation problem at Broad Hollow Spring. The Division changed their point rules for water systems, and the vegetation around

the spring is giving us negative points. They granted our exception, but they required some conditions. We are having some trouble with some of the conditions.

- R Sneddon said that cutting down the trees could cause a lot more problems. R Stapley agreed. That would not be a good solution.
- R Stapley said that our water from the spring does require chlorination, like most springs, but we haven't had any problems with bacteria.
- Val Kotter and Sons completed all the sewer infiltration issues that we wanted to get done this year. There are a few that we still need to fix that are related to service lines to homes. There is one very bad infiltration with tree roots that we are hiring a contractor to fix.
- We are working on vacuuming out storm boxes. We will work on some irrigation culverts.
- Leaf cleanup will continue as long as we have the time.

S Bankhead, Administrative Services Director

- We have seen an increase in our dog licensing. J Bardsley, city staff, has worked on this.
- Our business licensing for this year was 103 home businesses, and 116 commercial businesses. Even though the state is no longer requiring some types of home businesses to have a license, many people have decided that it is advantageous to them to have one.
- Our sales tax revenue is holding about constant.
- S Bankhead spoke about the invoice register. She explained that the $141,620 on page 7 was for the County's work to put down the chip seal.
- We have spent about $90,000 on Hillcrest Park (page 8). We have spent about $55,000 on the cemetery project (page 11).
- K Eck asked if we have any extra money from Hillcrest Park.
- S Bankhead said that she doesn't know the exact numbers for the total we have spent on Hillcrest Park. She believes we have spent nearly all of the budgeted amount. We can look at impact fees and allocations and adjust the budget so that we can add more features to the park. K Eck said that she would like to see those numbers by the beginning of next year.
- S Bankhead said that our Pipeline notification service is a very efficient way for people to get notified. They can choose what categories they want to receive notifications about. We have 675 people signed up, which is about ¼ of our households. It would be good to get more. It is especially useful when there is a small local emergency such as a water leak.
- D Giles asked if the young man going around town selling roofs is licensed. S Bankhead said that he is probably the one who came in to our office to get a solicitor license for that.
- K Eck asked if there is an ordinance against panhandling, and if it is something that we can consider.
- S Bankhead said that we do not have one that she is aware of. She would have to look at State Code with regards to what we can do.
- K Allen thanked S Bankhead for the descriptions on the check register items. S Bankhead said that Diane Campbell and Tara Bankhead work on that.
- S Bankhead said that some city councils approve stacks of individual invoices. We decided to stop doing that because it was taking too long to get them paid. That is why our council sees an invoice register with descriptions instead.

Approval of the minutes

Item No. 1. The Providence City Council will consider approval of the minutes of October 22, 2019

Motion to approve the minutes of October 22: — R Sneddon, second — D Giles

Vote:

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

Nay:

Abstained:

Excused:

Corrections:

- Alese Crockett
- Line 559 ~~except~~ exempt

- Line 404: "homes from building"

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- Peter Holmgren of Providence asked what the difference is between administrative business and legislative business.
- Mayor Drew said that the Council is a legislative body, but it sometimes has to approve administrative tasks. An administrative item consists of making a decision about whether something meets city code. For example, with a development agreement, we are just looking at whether it meets city code. We often don't solicit public comment on these issues. Legislative items are when we are making policy decisions, such as zoning. On these issues we do invite public comment.

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.

Motion to approve resolution 037-2019 – Development Agreement regarding the property at 506 West 100 South in Providence: — K Allen, second — R Sneddon

Vote:

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

Nay:

Abstained:

Excused:

Discussion:

- S Bankhead explained that this is an existing commercial lot. Their original intent was to have one building with several different offices. However, they would now like to have two separate lots and two separate buildings. The Planning Commission approved the amended final plat.
- S Bankhead said that the main point in this development agreement is the extension of services into the new lot.
- K Allen asked if D Macfarlane plans to move his offices there. S Bankhead believes that he does.

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.

Motion to approve Resolution 038-2019 Development Agreement with Providence City with the correction noted below: — R Sneddon, second — D Giles

Vote:

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

Nay:

Abstained:

Excused:

Discussion:

- S Bankhead said that this plat was approved previously. If the developer does not record the final plat within one year of its approval, the final plat has to be done again.
- Correction: K Allen noted that on page 12, it says "Mayor Don Calderwood."

- K Allen asked if this is the last phase. S Bankhead said that the developer has submitted a concept plan for another phase on the north side of 1000 South, but they have not gone much further on that because of difficulties with the access. The phase we are considering today is the final area that they can do on the south side of 1000 South without a second access. They could do a few more homes on the north where there is frontage on Grandview drive.
- K Allen asked about additional accesses that have been proposed. S Bankhead said that the developer has suggested a boundary line adjustment with Millville so that they could build a road that would connect to 400 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.

Motion to approve Resolution 039-2019 Historic Preservation Commission Appointment for Sharon Johnson: — D Giles, second — R Sneddon

Vote:

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

Nay:

Abstained:

Excused:

Discussion:

- Sharon Johnson said that she was disappointed to have to leave the Planning Commission. She is very interested in being a member of the Historic Preservation Commission. She is very interested in knowing what we do to help people preserve older homes, etc.
- Mayor Drew said that people who own historic homes are looking for some guidelines to preserve them.
- S Bankhead said that those guidelines are through the Utah State Historical Society under the Division of State History. We can help direct people to the state website. Those people can also use the work of the Historic Preservation Commission to help with their application [for historic status].
- K Allen said that there are also a lot of historic barns and sheds.
- S Johnson said that we should talk up historical status so that more people know about it. She thanked the council and the city staff for the work they do.

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.

Motion to approve resolution 040-2019 regarding city council bylaws with the corrections below: — K Allen, second — R Sneddon

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

Nay:

Abstained:

Excused:

Discussion:

- Mayor Drew explained that there has been some changes to state code that affect our bylaws. We also found something from a few years ago that we were supposed to add in to the bylaws but did not. It has been added with this resolution.
- Correction by R Sneddon: 1.1 & 1.2 are in contradiction to each other. Drop the word "strictly" in 1.2.
- Correction: 6.3: Move "agent" to the correct place in the sentence after "authorized."
- K Allen noted that the bylaws state that the City Council meets on the 2nd and 4th Tuesdays of the month. The new council will have to decide when they would like to meet.

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 in multi-family zones.
Motion to approve ordinance 2019-023 Code Amendment PCC 10-6-1: — R Sneddon, second — D Giles
Vote:
Yea: K Allen, K Eck, D Giles, R Sneddon
Nay: B Fresz
Abstained:
Excused:
Discussion:

- S Bankhead noted that the proposed changes should be red on the chart in the agenda packet, but it did not print out that way. The change is that Bed and Breakfast is noted with a "C" for conditional use [in SFM, SFH, MFR, MFM and MFH zones].
- S Bankhead explained that the applicant is concerned with the potential owner-occupied requirement in multi-family zones. They want to have an on-site manager [who will not be the owner].
- S Bankhead said that city staff didn't want to allow them to have residential in a commercial zone [which was the zone that the parcel was before last council meeting] because that would open up the door to other residential use. Staff recommended that instead of that, we allow bed and breakfast as a conditional use in multi-family zones. The owner is concerned that if we require owner occupancy, the "bungalow" will not count as a bed and breakfast unit.
- S Bankhead said that many of the conditions we look for in a conditional use are already taken care of in a multi-family zone. For example, we already require guest parking in multi-family zones.
- K Eck asked if this is only for the Old Rock Church or if we are changing the use chart. S Bankhead said that we are changing the use chart.
- K Eck said that she is concerned about approving bed and breakfast in multi-family. However, she feels that what the Old Rock Church is doing is perfectly reasonable. K Eck felt that we could have people buying up townhomes and renting them as Airbnbs. She felt that this would not be favorable for our community. There is not enough parking. With the new townhomes [Providence Gateway], there is not much parking beyond the garages.
- Kip Gilley of Pioneer Builders said that if the owner is required to live there, a townhome owner might stay in the unit and rent out rooms for Airbnb.
- D Giles asked about the conditional use process. Will people really come in to tell us what they are doing?
- S Bankhead said that if we find someone in violation of a use, we can send them a notice and make them come take care of it. Airbnbs are very difficult to enforce, because the State Legislature is in favor of Airbnb right now. We do our best to try to control nuisances. Also, some developments have their own restrictions about renting or subletting.
- Mayor Drew asked if we have restrictions on someone renting a room from their townhome. S Bankhead said that we do not. Short term rentals are technically not allowed, although this is difficult to enforce.
- K Eck said that there are about seven single room nightly rentals around where she lives.
- S Bankhead said that according to our ordinance, those are not allowed [without a conditional use]. However, state code makes it difficult to enforce our ordinance.
- K Eck felt that at minimum, it should be conditional use in multi-family.
- B Fresz said that short term rentals are already happening, and it is not causing much trouble. Why should we restrict it?
- K Allen said that he wants to make sure that the historical Old Rock Church is used and maintained. He feels that we should make what they are doing legal, and that we should make the use conditional.
- R Sneddon felt that it should be conditional.
- D Giles felt that it should at least be conditional.

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

Excused:

- S Bankhead explained that we have been doing some things with our application by policy that we could not strictly require by law. [This ordinance will put those things into law]. S Bankhead said that with a legislative action, the Council has the option to say "no" to a project. An annexation is a legislative action. [This gives us more power to ask for things].
- S Bankhead explained that part of the changes relate to sending the annexation petition back to the Planning Commission if the proposed annexation does not match with the General Plan map. It does not change the City Council's discretion on an annexation, but rather gives the Planning Commission a chance to weigh in.
- Mayor Drew asked if we still have to amend the future annexation map before rezoning.
- S Bankhead explained that we still have to do that step. What this change does is allow the Planning Commission to weigh in on the change to the map.
- S Bankhead explained the other requirements that we are adding to an annexation petition. We are requiring them to give us mailing addresses for affected entities, the adjacent property owners, etc. We are also making the applicant provide a feasibility study that addresses services such as utilities, and sensitive areas. The sensitive areas part is important to us so that the Council can know what type of land they are dealing with before they proceed with an annexation. It also makes the developer look at our sensitive areas ordinance before they get the land annexed. We are also requiring information about the density of the proposed development, circulation patterns, etc.
- S Bankhead read from the proposed changes.
- S Bankhead said that annexation is the time that we have the most ability to require things. We are not asking for anything that a good developer would not already be doing.
- Mayor Drew felt that the developer would be vested if they went through all these requirements.
- S Bankhead said that the developer still has to go through the subdivision approval process even after they are annexed. If Providence made a new law after they were annexed but before they went through that process, they would have to follow the new law. The annexation agreement does not give them the right to build anything they want. S Bankhead said that the vesting question would be an attorney question.
- K Allen felt that this is a positive thing. He felt that the developer cannot require anything of the city of Providence until the city council approves the annexation.
- Mayor Drew asked if a small annexation would be subject to these requirements. S Bankhead said that it would be.

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.

Motion to adopt Resolution 041-2019 General Plan – Moderate Income Housing: **— R Sneddon, second — K Allen**

Vote:

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

Nay:

Abstained:

Excused:

Discussion:

- S Bankhead said that some of the data came from BRAG, but some came from the US Census American Communities Survey 2013-2017 Five Year Narrative Profile.
- S Bankhead explained that the look of the introductory pages has changed, but the type of information is the same. We updated the demographic information.
- Mayor Drew noted that the number of affordable rental units in Providence has gone down from 2016 to 2018. S Bankhead said that this can be due to inflation in the cost of housing. Mayor Drew said that the price of a rental unit must have gone up faster than pay increases have.
- S Bankhead explained that Providence City's median income is higher than the average for the Cache County area. We have to provide our moderate income housing based on the area median income, not Providence's median income.

- S Bankhead said that our plan meets the requirements for the new state guidelines.
- S Bankhead said that this chapter and the Annexation Policy Plan are approved separately from the General Plan. They will revise our current year 2000 plan. They have to be done before December.

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.

Motion that council meetings be the 1st or 3rd Wednesdays: — K Eck, second — B Fresz

Vote:

Yea: B Fresz, K Eck, D Giles

Nay: R Sneddon, K Allen

Abstained:

Excused:

Discussion:

- Mayor Drew said that this change could be good because it allows the Planning Commission to hand off something to the Council the next week.
- S Bankhead said that this change would be good for city staff, because we don't have to do a 24 hour turnaround between meetings.
- Mayor Drew said that the original reason that this was being considered was that we wanted to have a representative at the County Council meetings, which are on the 2nd and 4th Tuesdays.
- K Eck said that Wednesday might be a beneficial day. Mayor Drew said that we could also do a 1st and 3rd Wednesday. K Eck wanted to hear from those who will be on the Council starting in January.
- Carrie Kirk, councilwoman elect, would strongly prefer Wednesdays.
- Jeanell Sealy, councilwoman elect, would prefer Wednesdays.
- Brent Speth, councilman elect, didn't have a preference.
- Josh Paulsen, councilman elect, didn't have a preference. He liked the idea of staggering the Planning Commission and Council meetings.
- K Allen felt that we should postpone the issue until the new council can decide it formally. He would like to table it. He liked the idea of having a representative at the County Council meeting.
- J Seally asked what happens when the meeting falls on a holiday, such as Wednesday, January 1st. Does the council meet only once that month, or do we move the meeting? S Bankhead said that that is up to the council.
- S Bankhead said that we will probably have the oath of office ceremony [for the new council members] on Monday, January 6th. The current council members' terms [except K Eck's] expire at noon on the first Monday of the year.
- K Eck suggested that we have a meeting after the swearing in.
- B Speth suggested that we have a short meeting on the 6th to decide the agenda for the 15th, and then meet on the 15th and not meet again for the rest of the month. He would like to meet at noon.
- C Kirk asked that we do it after 2 PM.
- J Paulsen asked for 5 PM.
- B Speth asked if all the councilmembers choose who swears them in. S Bankhead said that most often, she does it. Only certain people can do it. It can be a city recorder, a judge, etc.

Item No. 5. General Plan Discussion: The Providence City Council will discuss Chapters 4, 5, and 6 in the proposed general plan.

- Mayor Drew asked about Form Based Code. S Bankhead said that Form Based Code is based on density instead of lot sizes. It allows developers to do clustering, open space, etc. It keeps density the same, but it scares some people who want to know exactly what will be going in. It is exciting to people who like creativity in open space, trails, etc.
- Mayor Drew brought up R Sneddon's comment on 4.3.7.C. He said that there would need to be a culture change for Providence residents to accept form based code.
- Mayor Drew asked what density the Vineyard LCR development is. S Bankhead said that they are at about 7.6 units per acre, which is higher than our highest Single Family zone which is at about 5.5 units per acre.

However, they were able to do trails and green space. Our LCR zone is somewhat similar to form-based code. The developer can do between 4 and 12 units per acre, but they need to provide the open space.

- Mayor Drew asked if any Cache Valley cities do form-based code.
- S Bankhead said that she doesn't think so. Summit County has some, such as in Park City. Daybreak [in Salt Lake County] was also a kind of form-based code idea. She said that developers are usually motivated to create a quality product that will sell well. The city can also regulate design elements.
- J Bardsley, city staff, said that Form Based Code can also be about regulating architectural and design features while allowing for a variety of uses. For example, somewhere like Park City might require all buildings to look like a cabin, regardless of the use.
- Mayor Drew asked how we would adopt a form based code. Would we do it across the entire city, or only in parts?
- S Bankhead said that there are model codes out there that we can use. Form-based codes have been around for a long time. The biggest challenge of having a form-based code is for the city engineer, zoning staff, etc., to stay on top of monitoring it, crafting the development agreements, etc.
- Mayor Drew asked if form-based code is limited to residential uses. S Bankhead said that it is not.
- S Bankhead said that our PUD (Planned Unit Development) ordinance is moving towards a form-based code. They still have to take care of all of the necessities, such as public safety, but they can do it in a manner that works with the market.
- K Allen said that if we really wanted to do this, we would have to move it from being a guideline to being a part of the code.
- K Allen spoke about connectivity. He felt that Ryan Powell's [Ridgeview Estates] subdivision is a good example of this.
- Mayor Drew asked if we define the term "multimodal" which is referenced in 5.2. S Bankhead said that we will check.
- The Council discussed B Fresz's comment about a Pedestrian Master Plan. B Fresz said that we plan for cars and we plan for bikes, but we should probably plan for people as well.
- S Bankhead asked if it would include things like pedestrian underpasses or overpasses in certain areas of the city.
- B Fresz said that he could definitely see an overpass over Hwy 165 if we expand [development] to the other side of the highway.
- R Sneddon said that he doesn't like systems that force people into specific routes. He wants to walk where he wants to walk. He asked if B Fresz has a list of areas that he wants people to be able to see [via walking].
- B Fresz said that he is more concerned about whether people can walk east to west or north to south safely within the city if they want to. There are some roads, such as the one coming out of Providence Canyon, that have sections that are unsafe for pedestrians.
- K Allen mentioned the power lines in the Highlands area. It would be a good area for a trail. We can find places like that to put pathways. We could also plan to put paths in the gullies.
- B Fresz spoke about his suggestion to include a bicycle master plan. Not every path that works for walking works for bicycles.
- R Sneddon said that we already have a bicycle trail along the deer fence.
- Mayor Drew asked about B Fresz's comment on 5.3.5.B. Is the "Interconnection Master Plan" referring to connections with other cities? B Fresz said that it is.
- S Bankhead asked about B Fresz's comment about including right of way corridor maps in the transportation master plan. Was this about including the widths of roads?
- B Fresz said that his comment was about interconnection with other cities within the region. We don't want our roads that connect to be of differing widths.

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

- B Fresz asked about the request for proposal for UTOPIA. Mayor Drew said that we are waiting to hear from Comcast. We have corresponded with Syringa and Utopia.

- B Fresz asked what would happen if Comcast doesn't respond. We should put the proposal on our website, and then if they don't respond they don't respond.
- Mayor Drew said that we will drop Comcast if they don't respond. We will get something out by Friday.
- Mayor Drew mentioned the RACI duties chart. We can sit down with the Mayor, S Bankhead, and Ryan Snow to get an initial draft done before it comes to the Council.

Motion to enter executive session: — R Sneddon, second — D Giles
Entered at 10:05 PM

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).

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

Motion to adjourn: — K Allen, second — R Sneddon
Vote:
Yea: K Allen, B Fresz, D Giles, R Sneddon
Nay:
Abstained:
Excused: K Eck
Meeting adjourned at approximately 10:17 PM
Minutes prepared by Jesse Bardsley

_____ _____
John Drew, Mayor Skarlet Bankhead, City Recorder

DRAFT

Resolution 042-2019

A RESOLUTION APPROVING THE DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT (DEVELOPMENT AGREEMENT) FOR VINEYARD PHASE 2. A LIFE CYCLE RESIDENTIAL (LCR) SUBDIVISION CONTAINING 15 SINGLE-FAMILY DETACHED HOMES AND 24 TOWNHOMES, LOCATED IN THE GENERAL AREA OF 170 EAST SPRING CREEK PARKWAY, 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, Jeff Jackson, agent for Ridgeview Park LLC, is requesting approval of the attached Development and Public Improvement Installation Agreement for Vineyard Phase 1; a Life Cycle Residential (LCR) subdivision containing 15 single-family detached homes and 24 townhomes, located in the general area of 170 East Spring Creek Parkway.

- Development Agreement: The developer shall enter into and sign an agreement with the City, which shall indicate a timetable for completion of the final improvements as listed in the preliminary and final plat. This agreement will be submitted to the City Council for approval.
- The Providence City Planning Commission will consider the Final Plat for Vineyard Phase 2 during their December 11, 2019 meeting.
- The construction drawings are being reviewed by the City Engineer and Public Works Director.

THEREFORE be it resolved by the Providence City Council:

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

Passed by vote of the Providence City Council this 4 day of December, 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 VINEYARD SUBDIVISION
Phase 2

This DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____2019 by and between Ridgeview Park, 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 final plats of the Development Property and the City's Land Use Authority has approved the final plat for the Development (in each case a "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 Interior ingress/egress. The interior ingress/egress will be labeled with street numbers for identification purposes only. They are considered private streets.

1.1.2 There shall be no driveway access on Spring Creek Parkway from any of the lots platted or developed by the developer.

1.1.3 Seal Coat on City Trail Section. Pursuant to Providence City Code 11-4-3(s), the Developer agrees to pay a seal coat fee equal to the square footage of the City Trail Section (as defined in Section 1.7 in the subdivision multiplied by the cost per square foot for the type of seal coat to be used.

- Estimated square footage as shown on the Engineer's Cost Estimate: 4,080 square feet
- Estimated cost per square foot as determined by the Providence City Public Works Director: $0.24
- Total Seal Coat Fee: $979.20

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 poly water services, including tracer wire and marking tape, into each lot as shown on the Approved Construction Plans.

1.2.2 **Private Lines**. From the meters, the lines (including service and main lines but excluding fire lines) are private. In addition, from the 4" master meter to the individual townhomes and condominium buildings, the lines are private. The Developer, its administrators, executors, successors, heirs or assigns, including any homeowners association are responsible for installation and maintenance of such private lines. All installation and maintenance must comply with Providence City codes, rules, standards, specifications, etc.

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 extend and/or loop water mains as required to provide adequate fire flows, or with the final phase of the project, whichever is sooner. Lines shall be owned and maintained by the city from the main line to the valve, and shall be owned and maintained by the developer and their assigns from the valve to the building. 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 **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.

1.4.2 **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.

1.5 **Water Requirement**. Pursuant to Providence City Ordinance § 8-1-21, this phase of the development will require 17.55 acre-feet of water for indoor use and 6.81 acre-feet of water for outdoor use for phase 2 for a total requirement of 24.36 acre-feet. The Culinary Water Authority (CWA) for Providence City recommends requiring a Fee in Lieu of 24.36 acre-feet. The current Fee in Lieu is $3,000 per acre foot. The Developer agrees to convey to the City a fee in lieu of $73,080.

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**. The parks on the Development Property shall not be open to the public. The trails shall be open to the public, provided, the Developer and/or HOA may close the same to the public in the event of vandalism or destruction. The section of the

trail system shown on the Plat as an "8' WIDE PUBLIC TRAIL EASEMENT" running generally along 300 East (the "City Trail Section") shall be open to the public. VHD shall install the City Trail Section and shall dedicate it to the City. The City shall thereafter be responsible for the maintenance and repair of the City Trail Section, and may, in its reasonable discretion, trim overhanging trees affecting the same. The City shall also be responsible for the long-term replacement cost of the Public Trail Section.

1.8 **Parking**. In addition to parking spaces required to serve the individual residences, Developer shall be required to provide off-street visitor parking as part of this project. The amount of required visitor parking shall be per City code.

1.9 **Landscaping**. Developer shall be responsible for landscaping all detention areas within the Development Property. The developer shall meet the requirements in the Life Cycle Residential and Multi Family Development Standards sections of Providence City Code.

1.10 **Street Lighting**. The street lighting shall be private, and shall be owned and maintained by the developer and their assigns. 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 of purchase and installation of roadway signs as required by the Public Works Director. The City shall install the signs. Signs on public right of ways shall be owned and maintained by the city, while signs on private roadways shall be owned and maintained by the developer and their assigns. Any temporary delineators and barriers required during construction will be furnished, installed, and maintained by the Developer.

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 _____ 2019.

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

2.3.2 **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 **Landscaping of Detention Areas.** Developer shall be responsible for landscaping all detention areas within the Development Property.

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 later of (a) the date of written acceptance of the Public Improvements by the City, or (b) the written acceptance of the completed Bridge, 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

Except as set forth in this Agreement, 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 in a written document approved by the City and executed by all Parties. All prior and contemporaneous agreements, arrangements and understandings between the parties respecting the subject matter of this Agreement are hereby superseded and rescinded.

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

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

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

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

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

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

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

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

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

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

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

compelling, countervailing public interest exception to the vested rights doctrine.

SIGNATURES TO FOLLOW ON NEXT PAGE

DRAFT

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

City of Providence

By: _____
John Drew, Mayor

Attest:

_____
Skarlet Bankhead, Recorder

STATE OF UTAH)
:
County of Cache)

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

_____
Notary Public

[DEVELOPER}

_____
By: _____
Its: _____

STATE OF UTAH)
:
County of _____)

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

_____
Notary Public
Commission Expires: _____

EXHIBIT A

Form of Public Improvement Repair Notice

[City of Providence Letterhead]

PUBLIC IMPROVEMENT REPAIR NOTICE
_____ Subdivision

[Date]

Re: Notice to Replace or Repair Defective Public Improvements

Dear _____:

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

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

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

Sincerely Yours,
Providence City,

By:

Print Name

EXHIBIT B

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

AND TO:

Jeff Jackson
Ridgeview Park, LLC
50 East 2500 North
North Logan UT 84341

DECLARATION AND GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

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

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

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

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

DRAFT

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.

Resolution 043-2019

A RESOLUTION APPROVING THE DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT (DEVELOPMENT AGREEMENT) FOR VINEYARD PHASE 3. A LIFE CYCLE RESIDENTIAL (LCR) SUBDIVISION CONTAINING 6 SINGLE-FAMILY DETACHED HOMES, 15 TOWNHOMES, AND 40 CONDOMINIUM UNITS, LOCATED IN THE GENERAL AREA OF 170 EAST SPRING CREEK PARKWAY, 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, Jeff Jackson, agent for Ridgeview Park LLC, is requesting approval of the attached Development and Public Improvement Installation Agreement for Vineyard Phase 3; a Life Cycle Residential (LCR) subdivision containing 6 single-family detached homes, 15 townhomes, and 40 condominium units, located in the general area of 170 East Spring Creek Parkway.

- Development Agreement: The developer shall enter into and sign an agreement with the City, which shall indicate a timetable for completion of the final improvements as listed in the preliminary and final plat. This agreement will be submitted to the City Council for approval.
- The Providence City Planning Commission will consider the Final Plat for Vineyard Phase 3 during their December 11, 2019 meeting.
- The construction drawings are being reviewed by the City Engineer and Public Works Director.

THEREFORE be it resolved by the Providence City Council:

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

Passed by vote of the Providence City Council this 4 day of December, 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

_____

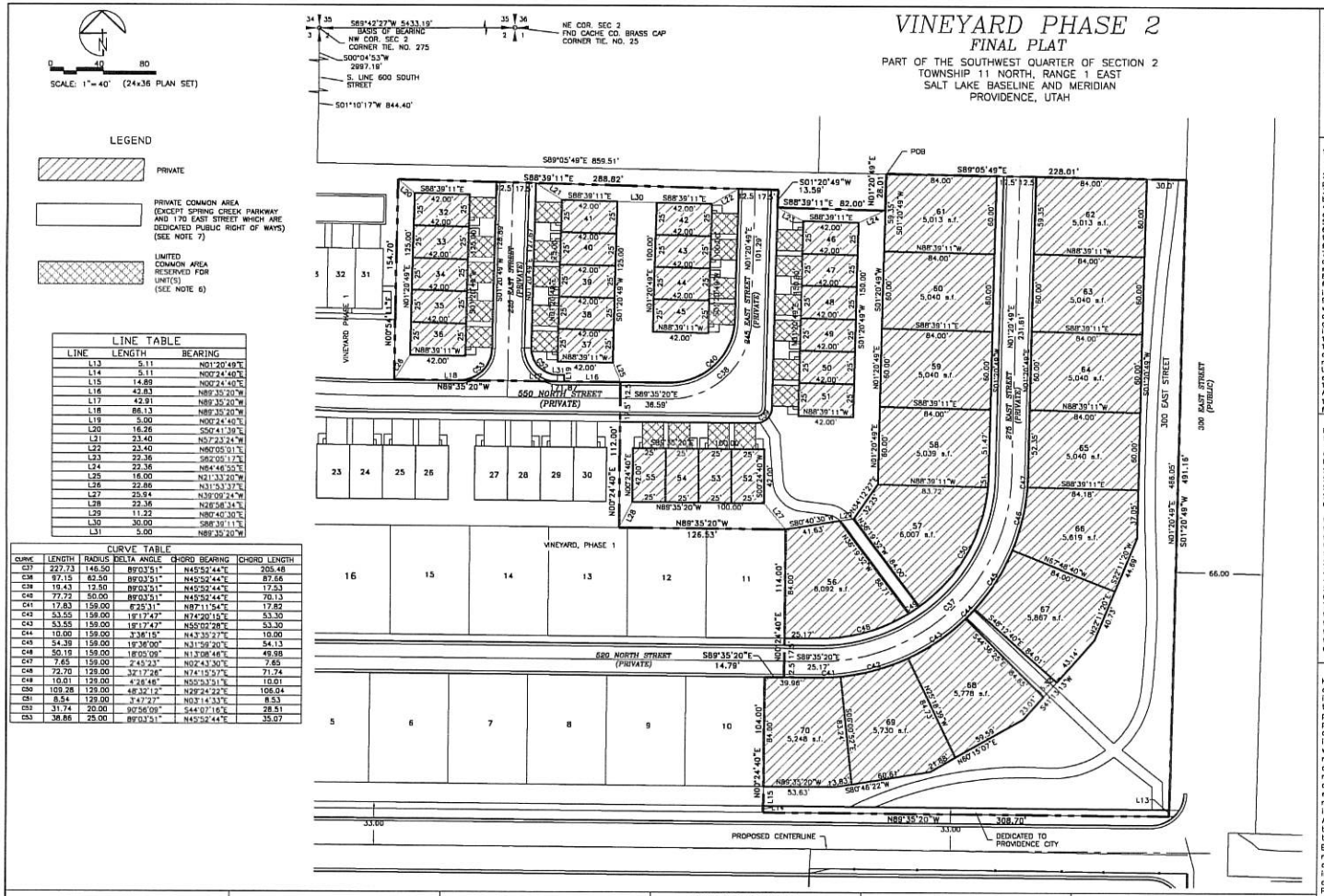
John Drew, Mayor

Attest:

_____

Skarlet Bankhead, City Recorder

VINEYARD PHASE 2
FINAL PLAT
PART OF THE SOUTHWEST QUARTER OF SECTION 2
TOWNSHIP 11 NORTH, RANGE 1 EAST
SALT LAKE BASELINE AND MERIDIAN
PROVIDENCE, UTAH



LINE TABLE

LINE	LENGTH	BEARING
L13	5.11	N01°20'49"E
L14	5.11	N00°24'40"E
L15	14.89	N00°24'40"E
L16	42.83	N89°35'20"W
L17	42.91	N89°35'20"W
L18	86.13	N89°35'20"W
L19	5.00	N00°24'40"E
L20	16.26	S50°41'39"E
L21	23.40	N57°23'24"W
L22	23.40	N80°05'01"E
L23	22.36	S82°05'17"E
L24	22.36	N84°46'55"E
L25	16.00	N21°33'20"W
L26	22.86	N31°53'37"E
L27	25.94	N39°09'24"W
L28	22.36	N26°58'34"E
L29	11.25	N80°40'30"E
L30	30.00	S88°39'11"E
L31	5.00	N89°35'20"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C37	227.73	146.50	89°03'51"	N45°52'44"E	205.48
C38	97.15	62.50	89°03'51"	N45°52'44"E	87.66
C39	19.43	12.50	89°03'51"	N45°52'44"E	17.53
C40	77.72	50.00	89°03'51"	N45°52'44"E	70.13
C41	17.83	159.00	6°25'31"	N87°11'54"E	17.82
C42	53.55	159.00	19°17'47"	N74°20'15"E	53.30
C43	53.55	159.00	19°17'47"	N55°02'28"E	53.30
C44	10.00	159.00	3°36'15"	N43°35'27"E	10.00
C45	54.39	159.00	19°36'00"	N31°59'20"E	54.13
C46	50.19	159.00	18°05'09"	N13°08'46"E	49.98
C47	7.65	159.00	2°45'23"	N02°43'30"E	7.65
C48	72.70	129.00	32°17'26"	N74°15'57"E	71.74
C49	10.01	129.00	4°26'46"	N55°53'51"E	10.01
C50	109.28	129.00	48°32'12"	N29°24'22"E	106.04
C51	8.54	129.00	3°47'27"	N03°14'33"E	8.53
C52	31.74	20.00	90°56'09"	S44°07'16"E	28.51
C53	38.86	25.00	89°03'51"	N45°52'44"E	35.07

SURVEYOR'S CERTIFICATE

I, Brian G. Lyon, a Registered Land Surveyor, hold Certificate No. 275617, as prescribed by the laws of the State of Utah, and do hereby certify that by authority of the owners, I have made a survey of the tract of land shown on this plat, which is accurately described therewith, and have subdivided said tract of land into lots and streets to be hereafter known as VINEYARD, PHASE 2, and that the same has been surveyed and staked on the ground as shown on this plat.

Signed on this _____day of _____ 2019.

PROFESSIONAL LAND SURVEYOR 275617 BRIAN G. LYON 10-17-19 STATE OF UTAH

NOTES

1. The developer shall meet Providence City Code Title 8 Chapter 1, Section 21.
   Indoor use: 39 Residences x 0.45 ac-ft = 17.55 ac-ft
   Outdoor use: 2.66 acres x 64% x 4 = 6.81 ac-ft
2. 5/8" rebar with cap will be set at all rear and interior property corners. Curb pins will be set at the intersection of the lot line with the curbing once it is placed.
3. All lots have an adequate buildable envelope with requirede to hazardous slope, building, water and zoning setback.
4. The City will not issue any building permit for any lot until minimum improvements, as specified in Section 11-5-2 of the City code are complete.
5. There are no know Sensitive lands as defined in Providence Code 10-5-2.
6. All driveways, patios, decks and balconies as shown on each unit contained within the project are considered limited common areas. They are set aside and reserved for the use of the respective unit to which they are attached and/or appurtenant.
7. All other areas contained within the project, but not shown with diagonal stripes or shading or public streets are considered common area, including parking, private streets, storm water detention and drainage easement area.
8. All common areas and limited common areas are considered to be an easement for all public utilities, irrigation and drainage purposes. This includes the ingress/egress area.
9. All expenses involving the necessary improvements or extensions for a culinary water system, sanitary sewer system, gas service, electrical service, telephone service, cable television service, grading and landscaping, storm drainage systems, curb and gutters, fire hydrants, pavement, sidewalks, signage, street lighting and other improvements shall be paid for by the subdivider.
10. No lots are allowed driveway access onto Spring Creek Parkway.
11. With Exception of those areas under private ownership, the property is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities exclusively servicing the property. Utilities include, without limitation, water, sewer, gas, telephone, and electricity with exception of those areas under private ownership.
12. The detention pond will be owned and maintained by the Home Owners Association.
13. There is a 10 foot Public Utility Easement (P.U.E.) along all single family lot frontages.

LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 2, Township 11 North, Range 1 East of the Salt Lake Meridian described as follows:

Commencing at the Northeast Corner of Section 2, Township 11 North, Range 1 East of the Salt Lake Meridian monumented with a Cache County Brass Cap, thence S89°42'27"W 5433.19 feet to the Northwest Corner of Section 2; thence S00°04'53"W 2697.19 feet to a point on the south right of way line of 600 South Street; thence S01°10'17"W 844.40 feet along the east line of South Fields Subdivision; thence S89°05'49" E 859.51 feet to the POINT OF BEGINNING and running

thence S 89°05'49" E 228.01 feet to the west right of way line of 300 East Street;
thence S 01°20'49" W 491.16 feet along said right of way line;
thence N 89°35'20" W 308.70 feet to the boundary of Vineyard, Phase 1;
thence along the boundary of Vineyard, Phase 1 the next seven courses:
1) thence N 00°24'40" E 104.00 feet;
2) thence S 89°35'20" E 14.79 feet;
3) thence N 00°24'40" E 114.00 feet;
4) thence N 89°35'20" W 126.53 feet;
5) thence N 00°24'40" E 112.00 feet;
6) thence N 89°35'20" W 171.87 feet;
7) thence N 00°54'11" E 154.70 feet;
thence S 88°39'11" E 288.82 feet;
thence S 01°20'49" W 13.59 feet;
thence S 88°39'11" E 82.00 feet;
thence N 01°20'49" E 28.01 feet to the point of beginning, containing 4.72 acres, more or less.

OWNERS DEDICATION

Know all by these presents that we the undersigned owners of the above-described tract of land, having caused the same to be subdivided into single family dwelling lots, townhome lots, streets and common areas to be hereafter know as VINEYARD, PHASE 2, do hereby dedicate for the perpetual use of the owners of _____ all areas shown as private streets and common areas on this plat , subject to declarations of covenants, conditions and restrictions for the project which will be recorded in the Office of the County Recorder of Cache County, Utah, concurrently with the recording of this plat. The undersigned further consents to the recordation of this plat in accordance with Utah State Law. We also dedicate easements as shown hereon to the public for the installation and maintenance of utilities. Also hereby convey to any and all public utility companies a perpetual non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation maintenance, and operation of utility lines and facilities. Furthermore, we incorporate all notes and restrictions as listed hereon.

A) Public Streets: Dedicate, grant and convey to Providence City, Utah all those parts or portions of said tract of land designated as public streets the same to be used as public thoroughfares forever.

B) Public utilities, and drainage easements: Grant and dedicate a perpetual right and easement over, upon and under the lands designated on the plat as public utility, drainage easements, the same to be used for the installation, maintenance and operation of public utility service lines, storm drainage facilities whichever is applicable as may be authorized by Providence City, Utah with no buildings or structures being erected within such easements.

In witness whereof the undersigned have hereunto set their signatures this _____ day of _____ 20____.

Ridgeview Park, LLC
Jeff Jackson, Managing Member

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF _____) ss

On this ___ day of _____, in the year 2018, before me _____, a notary public, personally appeared Jeff Jackson, Manager Member of Ridgeview Park, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that said document was signed by him in behalf of said Ridgeview Park, LLC by authority of its bylaws.

Notary Public Signature_____
Notary Public Full Name_____
Commission Number_____
My Commission Expires_____
A Notary Public Commissioned in Utah

LAND USE AUTHORITY APPROVAL

APPROVED THIS _____DAY OF _____, 2019 BY THE PROVIDENCE LAND USE AUTHORITY

MAYOR APPROVAL

APPROVED THIS _____DAY OF _____ 2019 BY THE PROVIDENCE CITY MAYOR

PROVIDENCE CITY MAYOR

CITY ENGINEER APPROVAL

APPROVED THIS _____DAY OF _____ 2019 BY THE PROVIDENCE CITY ENGINEER

PROVIDENCE CITY ENGINEER

COUNTY RECORDER'S NO.

State of Utah, County of Cache, recorded and filed at the request of _____
Date _____ Time _____ Fee _____
Entry _____
Index _____
Filed in: File of plats
County Recorder

PLANNING COMMISSION APPROVAL

APPROVED BY THE CITY OF PROVIDENCE PLANNING COMMISSION COMMISSION THIS _____DAY OF _____ 2018, A.D.

CITY ATTORNEY APPROVAL

APPROVED THIS _____ DAY OF _____ 2019 BY THE PROVIDENCE CITY ATTORNEY

PROVIDENCE CITY ATTORNEY

UTILITIES APPROVAL

Each of the utility companies below state that they have reviewed the plat, that they approve the plat as it relates to their particular company, that they are in agreement with placing all of their utilities underground within the right-of-way as shown on the plans and are willing to provide the needed service for the development.

CITY'S CULINARY WATER AND SANITARY SEWER REPRESENTATIVE

ROCKY MNTN POWER REPRESENTATIVE

DOMINION ENERGY REPRESENTATIVE

COMCAST CABLE REPRESENTATIVE

CENTURY LINK REPRESENTATIVE

Groundwater Note:

A geotechnical study was performed on this parcel by A Cache Corp. prior to the development of this subdivision. In that report, areas of potential high ground water were encountered. The full geotechnical report is available in the Providence City Public Works office. The report suggested installing a land drain to mitigate the high water in order to make installing basements feasible in this development. A land drain will be installed with the utility improvements prior to any home construction as suggested in the report, and as required by Providence City. Individual footing drains are to be installed with each home, and connected to the land drain.

SETBACKS

Setbacks (Single Family Detached, Duplex)
Front Yard (street garage access): 20 feet min./35 feet max.
Front Yard (alley garage access): 10 feet min.
Rear Yard: 10 feet min.
Side Yard: 7.5 feet min.
Corner Lot: 15 feet min. on side adjacent to street

Setbacks (Single Family Attached, Apartment)
No front or rear building setback is in place for single family attached and apartment housing, provided that the development's open space is integrated throughout the project so that each group of single family attached dwelling units and each building of apartments has a minimum of 10' of landscaping open space on all sides, and said landscaping being calculated from the front/rear plane of the dwelling unit or exterior wall of the apartment building, with the exception of one side of single-family attached which may be needed for alley garage access. Buildings whose front plan faces the front plane of another building shall have a minimum of 20' separation between the building's front planes.

ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)753-1055
allianceeagle@yahoo.com

OWNER:
RIDGEVIEW PARK, LLC.
ROCKVIEW DR. SUITE 101
NORTH LOGAN, UTAH 84341
(435)752-1480

No.	REVISIONS / CORRECTIONS	DATE

REVIEWED: DATE:
CAD FILE: PROJECT NO.:

PROJECT TITLE: VINEYARD, PHASE 2
PART OF THE SOUTHWEST QUARTER OF SECTION 2 TOWNSHIP 11 NORTH, RANGE 1 EAST SALT LAKE BASELINE AND MERIDIAN PROVIDENCE, UTAH

DRAWING TITLE: FINAL PLAT

DATE: AUG2,2018
DRAWING No.

DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT FOR VINEYARD SUBDIVISION
Phase 3

This DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____ 2019 by and between Ridgeview Park, 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 final plats of the Development Property and the City's Land Use Authority has approved the final plat for the Development (in each case a "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 Interior ingress/egress. The interior ingress/egress will be labeled with street numbers for identification purposes only. They are considered private streets.

1.1.2 There shall be no driveway access on Spring Creek Parkway from any of the lots platted or developed by the developer.

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 poly water services, including tracer wire and marking tape, into each lot as shown on the Approved Construction Plans.

1.2.2 **Private Lines**. From the meters, the lines (including service and main lines but excluding fire lines) are private. In addition, from the 4" master meter to the individual townhomes and condominium buildings, the lines are private. The Developer, its administrators, executors, successors, heirs or assigns, including any homeowners association are responsible for installation and maintenance of such private lines. All installation and maintenance must comply with Providence City codes, rules, standards, specifications, etc.

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 extend and/or loop water mains as required to provide adequate fire flows, or with the final phase of the project, whichever is sooner. Lines shall be owned and maintained by the city from the main line to the valve, and shall be owned and maintained by the developer and their assigns from the valve to the building. 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 **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.

1.4.2 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.

1.5 Water Requirement. Pursuant to Providence City Ordinance § 8-1-21, this phase of the development will require 30.15 acre-feet of water for indoor use and 5.63 acre-feet of water for outdoor use for phase 3; for a total requirement of 35.78 acre-feet. The Culinary Water Authority (CWA) for Providence City recommends requiring a Fee in Lieu of 35.78 acre-feet. The current Fee in Lieu is $3,000 per acre foot. The Developer agrees to convey to the City a fee in lieu of $107,340.

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. The parks on the Development Property shall not be open to the public. The trails shall be open to the public, provided, the Developer and/or HOA may close the same to the public in the event of vandalism or destruction.

1.8 Parking. In addition to parking spaces required to serve the individual residences, Developer shall be required to provide off-street visitor parking as part of this project. The amount of required visitor parking shall be per City code.

1.9 Landscaping. Developer shall be responsible for landscaping all detention areas within the Development Property. The developer shall meet the requirements in the Life Cycle Residential and Multi Family Development Standards sections of Providence City Code.

1.10 **Street Lighting**. The street lighting shall be private, and shall be owned and maintained by the developer and their assigns. 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 of purchase and installation of roadway signs as required by the Public Works Director. The City shall install the signs. Signs on public right of ways shall be owned and maintained by the city, while signs on private roadways shall be owned and maintained by the developer and their assigns. Any temporary delineators and barriers required during construction will be furnished, installed, and maintained by the Developer.

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 _____ 2019.

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

2.3.2 **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 **Landscaping of Detention Areas.** Developer shall be responsible for landscaping all detention areas within the Development Property.

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 later of (a) the date of written acceptance of the Public Improvements by the City, or (b) the written acceptance of the completed Bridge, 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

Except as set forth in this Agreement, 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 in a written document approved by the City and executed by all Parties. 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

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

City of Providence

By: _____
John Drew, Mayor

Attest:

_____
Skarlet Bankhead, Recorder

STATE OF UTAH)
:
County of Cache)

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

_____
Notary Public

[DEVELOPER}

_____
By: _____
Its: _____

STATE OF UTAH)
:
County of_____)

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

_____
Notary Public
Commission Expires: _____

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 N. Gateway Drive
Providence UT 84332

AND TO:

Jeff Jackson
Ridgeview Park, LLC
50 East 2500 North
North Logan UT 84341

DECLARATION AND GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

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

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

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

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

DRAFT

Exhibit B

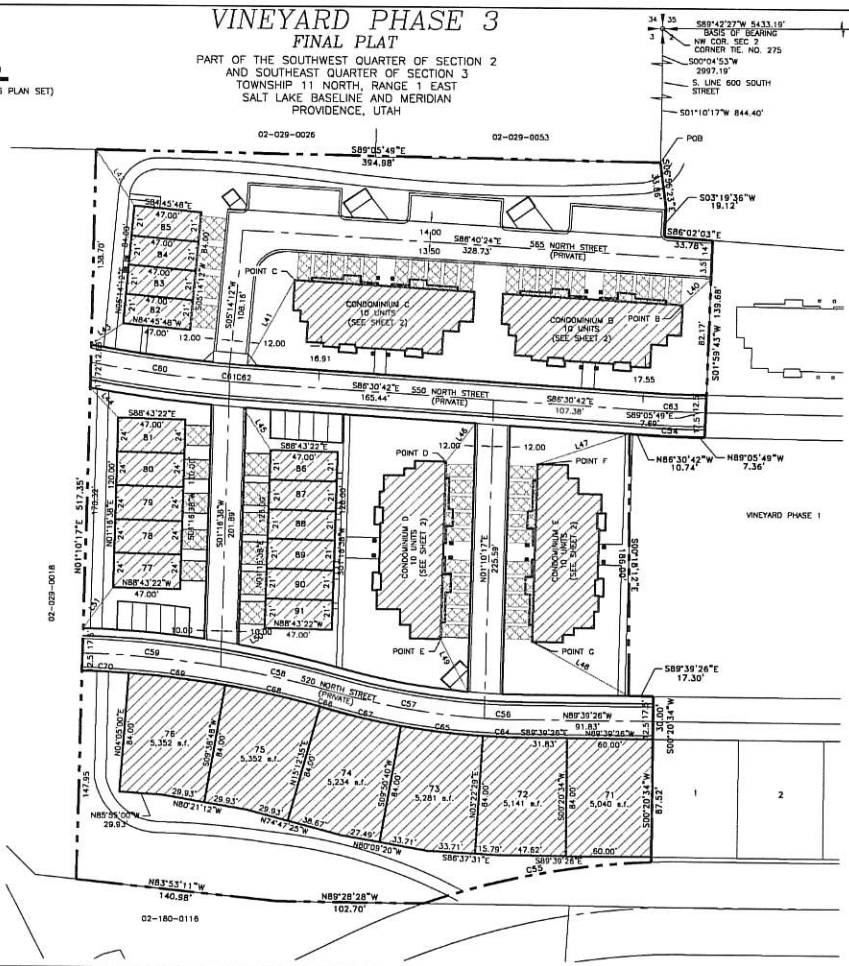
STORM WATER MANAGEMENT BMP
SCHEDULE OF LONG TERM MAINTENANCE ACTIVITIES
PROVIDENCE, UT

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.

VINEYARD PHASE 3
FINAL PLAT

PART OF THE SOUTHWEST QUARTER OF SECTION 2
AND SOUTHEAST QUARTER OF SECTION 3
TOWNSHIP 11 NORTH, RANGE 1 EAST
SALT LAKE BASELINE AND MERIDIAN
PROVIDENCE, UTAH

SCALE: 1"= 40' (24x36 PLAN SET)



LEGEND

- PRIVATE
- PRIVATE COMMON AREA (EXCEPT SPRING CREEK PARKWAY AND 170 EAST STREET WHICH ARE DEDICATED PUBLIC RIGHT OF WAYS) (SEE NOTE 7)
- LIMITED COMMON AREA RESERVED FOR UNIT(S) (SEE NOTE 8)
- EASEMENT AS NOTED

LINE TABLE		
LINE	LENGTH	BEARING
L40	27.27	S48°09'01"W
L41	59.01	N28°47'10"E
L42	48.19	S34°13'44"E
L43	26.96	N55°43'28"E
L44	28.91	S43°13'24"E
L45	35.77	S32°43'11"E
L46	34.17	S37°00'00"W
L47	67.98	S71°05'38"W
L48	77.78	N80°45'43"W
L49	41.81	N27°24'14"W
L50	23.30	S60°25'34"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C54	34.63	767.50	2°35'07"	S87°48'15"E	34.63
C55	162.93	533.00	17°30'51"	S78°03'13"W	162.29
C56	26.37	500.00	3°01'19"	S88°08'47"E	26.37
C57	107.60	500.00	12°19'47"	S80°28'14"E	107.39
C58	80.64	712.50	6°29'04"	N77°32'52"W	80.59
C59	97.23	712.50	7°49'08"	N84°41'58"W	97.15
C60	97.01	1000.00	5°33'30"	S82°33'26"E	96.97
C61	0.86	1000.00	0°03'03"	S85°21'42"E	0.86
C62	19.63	1000.00	1°07'28"	S85°56'57"E	19.63
C63	33.84	750.00	2°35'07"	S87°48'15"E	33.84
C64	27.12	512.50	3°01'55"	S88°08'29"E	27.12
C65	57.87	512.50	6°28'11"	S83°22'26"E	57.84
C66	5.82	700.00	0°28'05"	N74°32'52"W	5.82
C67	52.33	512.50	5°51'00"	S77°13'50"E	52.30
C68	67.97	700.00	5°33'48"	N77°34'19"W	67.94
C69	67.97	700.00	5°33'48"	N83°08'06"W	67.94
C70	32.84	700.00	2°41'17"	N87°15'39"W	32.84

SURVEYOR'S CERTIFICATE

I, Brian G. Lyon, a Registered Land Surveyor, hold Certificate No. 275617, as prescribed by the laws of the State of Utah, and do hereby certify that by authority of the owners, I have made a survey of the tract of land shown on this plat, which is accurately described thereon, and have subdivided said tract of land into lots and streets to be hereafter known as VINEYARD, PHASE 3, and that the same has been surveyed and staked on the ground as shown on this plat.

Signed on this _____day of _____ 2019.

PROFESSIONAL LAND SURVEYOR 275617 BRIAN G. LYON 10-17-19 STATE OF UTAH

NOTES

1. The developer shall meet Providence City Code Title 8 Chapter 1, Section 21.
   Indoor use: 67 Residences x 0.45 ac-ft = 30.15 ac-ft
   Outdoor use: 2.20 acres x 84% x 4 = 5.63 ac-ft
2. 5/8" rebar with cap will be set at all rear and interior property corners. Curb pins will be set at the intersection of the lot line with the curbing once it is placed.
3. All lots have an adequate buildable envelope with regards to hazardous slope, building, water and zoning setback.
4. The City will not issue any building permit for any lot until minimum improvements, as specified in Section 11-5-2 of the City code are complete.
5. There are no know Sensitive lands as defined in Providence Code 10-5-2.
6. All driveways, patios, decks and balconies as shown on each unit contained within the project are considered limited common areas. They are set aside and reserved for the use of the respective unit to which they are attached and/or appurtenant.
7. All other areas contained within the project, but not shown with diagonal stripes or shading or public streets are considered common area, including parking, private streets, storm water detention and drainage easement area.
8. All common areas and limited common areas are considered to be an easement for all public utilities, irrigation and drainage purposes. This includes the ingress/egress area.
9. All expenses involving the necessary improvements or extensions for a culinary water system, sanitary sewer system, gas service, electrical service, telephone service, cable television service, grading and landscaping, storm drainage systems, curb and gutters, fire hydrants, pavement, sidewalks, signage, street lighting and other improvements shall be paid for by the subdivider.
10. No lots are allowed driveway access onto Spring Creek Parkway.
11. With Exception of those areas under private ownership, the property is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities exclusively servicing the property. Utilities include, without limitation, water, sewer, gas, telephone, and electricity with exception of those areas under private ownership.
12. The detention pond will be owned and maintained by the Home Owners Association.
13. There is a 10 foot Public Utility Easement (P.U.E.) along all single family lot frontages.

LEGAL DESCRIPTION

Part of the Southwest Quarter of Section 2 and Southeast Quarter of Section 3, Township 11 North, Range 1 East of the Salt Lake Meridian described as follows:

Commencing at the Northeast Corner of Section 2, Township 11 North, Range 1 East of the Salt Lake Meridian monumented with a Cache County Brass Cap, thence S89°42'27"W 5433.19 feet to the Northwest Corner of Section 2; thence S00°04'53"W 2997.19 feet to a point on the south right of way line of 600 South Street; thence S01°10'17"W 844.40 feet along the east line of South Fields Subdivision to the POINT OF BEGINNING and running

thence S 08°55'23" E 33.86 feet; thence S 03°19'36" W 19.12 feet; thence S 86°02'03" E 33.78 feet to the boundary of Vineyard, Phase 1; thence along the boundary of Vineyard, Phase 1 the next nine courses: 1) thence S 01°59'43" W 139.68 feet; 2) thence N 89°05'49" W 7.36 feet; 3) thence Westerly, 34.63 feet along a curve to the right having a radius of 767.50 feet, a central angle of 02°35'07" and a chord that bears N 87°48'15" W 34.63 feet; 4) thence N 86°30'42" W 10.74 feet; 5) thence S 00°18'12" E 188.00 feet; 6) thence S 89°39'26" E 17.30 feet; 7) thence S 00°20'34" W 30.00 feet to the south right of way line of 565 South Street; 8) thence S 00°30'34" W 87.52 feet; 9) thence Westerly, a distance of 162.93 feet along a non tangent curve to the left of which the radius point lies S 02°11'21" E, with a radius of 533.00 feet, having a central angle of 17°30'51" and a chord that bears S 79°03'13" W 162.29 feet; thence N 89°28'28" W 102.70 feet; thence N 83°53'11" W 140.98 feet; thence N 01°10'17" E 517.35 feet; thence S 89°05'49" E 394.98 feet to the point of beginning, containing 4.789 acres, more or less.

OWNERS DEDICATION

Know all by these presents that we the undersigned owners of the above-described tract of land, having caused the same to be subdivided into single family dwelling lots, townhome lots, streets and common areas to be hereafter know as VINEYARD, PHASE 3, do hereby dedicate for the perpetual use of the owners of _____ all areas shown as private streets and common areas on this plat , subject to declarations of covenants, conditions and restrictions for the project which will be recorded in the Office of the County Recorder of Cache County, Utah, concurrently with the recording of this plat. The undersigned further consents to the recordation of this plat in accordance with Utah State Law. We also dedicate easements as shown hereon to the public for the installation and maintenance of utilities. Also hereby convey to any and all public utility companies a perpetual non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation maintenance, and operation of utility lines and facilities. Furthermore, we incorporate all notes and restrictions as listed hereon.

A) Public Streets: Dedicate, grant and convey to Providence City, Utah all those parts or portions of said tract of land designated as public streets the same to be used as public thoroughfares forever.

B) Public utilities, and drainage easements: Grant and dedicate a perpetual right and easement over, upon and under the lands designated on the plat as public utility, drainage easements, the same to be used for the installation, maintenance and operation of public utility service lines, storm drainage facilities whichever is applicable as may be authorized by Providence City, Utah with no buildings or structures being erected within such easements.

In witness whereof the undersigned have hereunto set their signatures this _____ day of _____ 20____.

Ridgeview Park, LLC
Jeff Jackson, Managing Member

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF _____ } ss

On this ___ day of _____, in the year 2018, before me _____, a notary public, personally appeared Jeff Jackson, Manager Member of Ridgeview Park, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that said document was signed by him in behalf of said Ridgeview Park, LLC by authority of its bylaws.

Notary Public Signature_____
Notary Public Full Name_____
Commission Number_____
My Commission Expires_____
A Notary Public Commissioned in Utah

LAND USE AUTHORITY APPROVAL

APPROVED THIS _____ DAY OF _____, 2019
BY THE PROVIDENCE LAND USE AUTHORITY

_____

MAYOR APPROVAL

APPROVED THIS _____ DAY OF _____
2019 BY THE PROVIDENCE CITY MAYOR

_____
PROVIDENCE CITY MAYOR

CITY ENGINEER APPROVAL

APPROVED THIS _____ DAY OF _____
2019 BY THE PROVIDENCE CITY ENGINEER

_____
PROVIDENCE CITY ENGINEER

UTILITIES APPROVAL

Each of the utility companies below state that they have reviewed the plat, that they approve the plat as it relates to their particular company, that they are in agreement with placing all of their utilities underground within the right-of-way as shown on the plans and are willing to provide the needed service for the development.

_____
CITY'S CULINARY WATER AND SANITARY SEWER REPRESENTATIVE

_____
ROCKY MNTN POWER REPRESENTATIVE

_____
DOMINION ENERGY REPRESENTATIVE

_____
COMCAST CABLE REPRESENTATIVE

_____
CENTURY LINK REPRESENTATIVE

COUNTY RECORDER'S NO.

State of Utah, County of Cache, recorded and filed at the request of _____
Date _____ Time _____ Fee _____
Entry _____
Index _____
Filed In: File of plats
County Recorder

PLANNING COMMISSION APPROVAL

APPROVED BY THE CITY OF PROVIDENCE PLANNING COMMISSION THIS _____ DAY OF _____, 2019, A.D.

_____

CITY ATTORNEY APPROVAL

APPROVED THIS _____ DAY OF _____
2019 BY THE PROVIDENCE CITY ATTORNEY

_____
PROVIDENCE CITY ATTORNEY

Groundwater Note:

A geotechnical study was performed on this parcel by A Cache Corp. prior to the development of this subdivision. In that report, areas of potential high ground water were encountered. The full geotechnical report is available in the Providence City Public Works office. The report suggested installing a land drain to mitigate the high water in order to make installing basements feasible in this development. A land drain will be installed with the utility improvements prior to any home construction as suggested in the report, and as required by Providence City. Individual footing drains are to be installed with each home, and connected to the land drain.

SETBACKS

Setbacks (Single Family Detached, Duplex)
Front Yard (street garage access): 20 feet min./35 feet max.
Front Yard (alley garage access): 10 feet min.
Rear Yard: 10 feet min.
Side Yard: 7.5 feet min.
Corner Lot: 15 feet min. on side adjacent to street

Setbacks (Single Family Attached, Apartment)
No front or rear building setback is in place for single family attached and apartment housing, provided that the development's open space is integrated throughout the project so that each group of single family attached dwelling units and each building of apartments has a minimum of 10' of landscaping open space on all sides, and said landscaping being calculated from the front/rear plane of the dwelling unit or exterior wall of the apartment building, with the exception of one side of single-family attached which may be needed for alley garage access. Buildings whose front plan faces the front plane of another building shall have a minimum of 20' separation between the building's front planes.

ALLIANCE CONSULTING ENGINEERS
1400 NORTH 500 EAST SUITE P
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allianceloganⓐyahoo.com

OWNER:
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50 EAST 2500 N SUITE 101
NORTH LOGAN, UTAH 84341
(435)752-1481

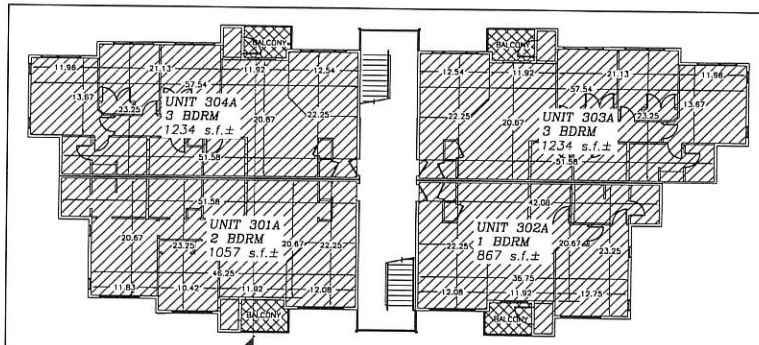
NO.	REVISIONS/ SUBMISSIONS	DATE

REVIEWED: DRAWN:
CAD FILE: PROJECT NO.:

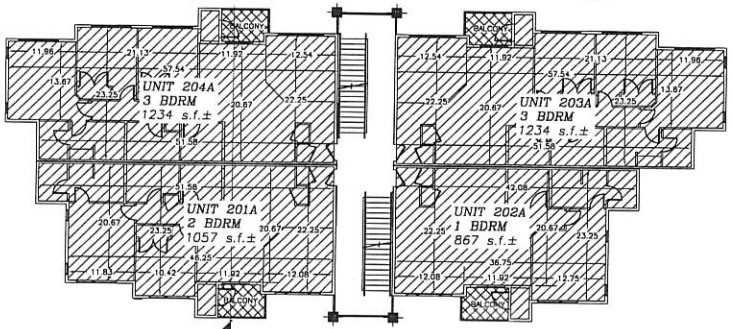
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PART OF THE SOUTHWEST QUARTER OF SECTION 2 AND SOUTHEAST QUARTER OF SECTION 3 TOWNSHIP 11 NORTH, RANGE 1 EAST SALT LAKE BASELINE AND MERIDIAN PROVIDENCE, UTAH

DRAWING TITLE: FINAL PLAT

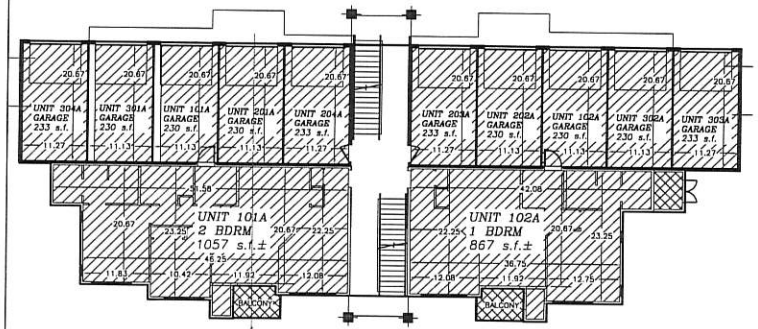
DATE: OCT, 2019
DRAWING No.



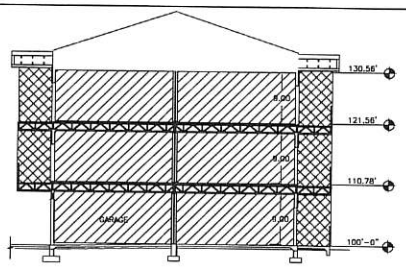
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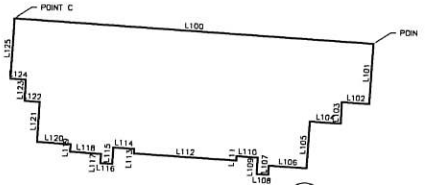
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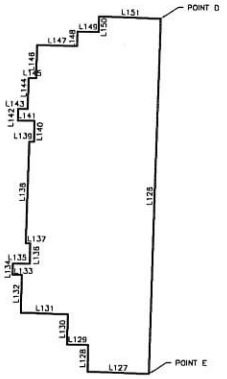
1ST FLOOR LEVEL — SCALE: 1"=20' — A/2



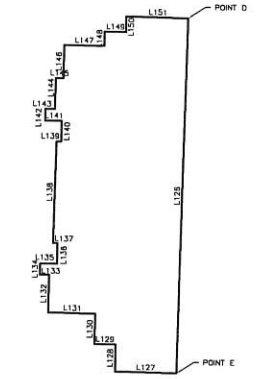
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CONDOMINIUM "B" & "C" EXTERIOR BOUNDARY — SCALE: 1"=10' — E/2



CONDOMINIUM "D" EXTERIOR BOUNDARY — SCALE: 1"=10' — F/2



CONDOMINIUM "E" EXTERIOR BOUNDARY — SCALE: 1"=10' — F/2

LEGEND

BUILDING (PRIVATE/UNIT)

BUILDING (LIMITED COMMON)

DOMINION ENERGY/ROCKY MOUNTAIN POWER NOTES

1. Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-Way department at 1-800-366-8532.
2. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
3. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under
   (1) A recorded easement or right-of-way
   (2) The law applicable to prescriptive rights
   (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
   (4) Any other provision of law

LINE TABLE

LINE	LENGTH	BEARING
L100	126.00	S86°40'24"E
L101	21.58	S03°19'36"W
L102	9.54	N86°40'24"W
L103	7.46	S03°19'36"W
L104	10.79	N86°40'24"W
L105	16.54	S03°19'36"W
L106	13.21	N86°40'24"W
L107	3.25	S03°19'36"W
L108	4.08	N86°40'24"W
L109	5.83	N03°19'36"E
L110	7.37	N86°40'24"W
L111	1.58	S03°19'36"W
L112	36.00	N86°40'24"W
L113	1.58	N03°19'36"E
L114	7.38	N86°40'24"W
L115	5.83	S03°19'36"W
L116	4.08	N86°40'24"W
L117	3.25	N03°19'36"E
L118	10.87	N86°40'24"W
L119	2.58	N03°19'36"E
L120	11.83	N86°40'24"W
L121	13.96	N03°19'36"E
L122	5.33	N86°40'24"W
L123	7.46	N03°19'36"E
L124	5.50	N86°40'24"W
L125	21.58	N03°19'36"E
L126	126.00	S01°10'17"W
L127	21.58	N88°49'43"W
L128	9.54	N01°10'17"E
L129	7.46	N88°49'43"W
L130	10.79	N01°10'17"E
L131	16.54	N88°49'43"W
L132	13.21	N01°10'17"E
L133	3.25	N88°49'43"W
L134	4.08	N01°10'17"E
L135	5.83	S88°49'43"E
L136	7.37	N01°10'17"E
L137	1.58	N88°49'43"W
L138	36.00	N01°10'17"E
L139	1.58	S88°49'43"E
L140	7.38	N01°10'17"E
L141	5.83	N88°49'43"W
L142	4.08	N01°10'17"E
L143	3.25	S88°49'43"E
L144	10.87	N01°10'17"E
L145	2.58	S88°49'43"E
L146	11.83	N01°10'17"E
L147	13.96	S88°49'43"E
L148	5.33	N01°10'17"E
L149	7.46	S88°49'43"E
L150	5.50	N01°10'17"E
L151	21.58	S88°49'43"E
L152	126.00	S01°10'17"W
L153	21.58	S88°49'43"E
L154	9.54	N01°10'17"E
L155	7.46	S88°49'43"E
L156	10.79	N01°10'17"E
L157	16.54	S88°49'43"E
L158	13.21	N01°10'17"E
L159	3.25	S88°49'43"E
L160	4.08	N01°10'17"E
L161	5.83	N88°49'43"W
L162	7.37	N01°10'17"E
L163	1.58	S88°49'43"E
L164	36.00	N01°10'17"E
L165	1.58	N88°49'43"W
L166	7.38	N01°10'17"E
L167	5.83	S88°49'43"E
L168	4.08	N01°10'17"E
L169	3.25	N88°49'43"W
L170	10.87	N01°10'17"E
L171	2.58	N88°49'43"W
L172	11.83	N01°10'17"E
L173	13.96	N88°49'43"W
L174	5.33	N01°10'17"E
L175	7.46	N88°49'43"W
L176	5.50	N01°10'17"E
L177	21.58	N88°49'43"W

ALLIANCE CONSULTING ENGINEERS
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(435)755-5121
allianceteam@yahoo.com

OWNER:
RIDGEVIEW PARK, LLC
50 EAST 2500 N SUITE 101
NORTH OGDEN, UTAH 84341
(435)752-1480

NO.	REVISIONS / SUBMISSIONS	DATE

DRAWN:
PROJECT NO.:
DATE FILE:
REVIEWED:

PROJECT TITLE: VINEYARD, PHASE 1
PART OF THE SOUTHWEST QUARTER OF SECTION 2 AND THE SOUTHEAST QUARTER OF SECTION 3 TOWNSHIP 11 NORTH, RANGE 1 EAST SALT LAKE BASELINE AND MERIDIAN PROVIDENCE, UTAH

DRAWING TITLE: FINAL PLAT

DATE: OCT, 2019
DRAWING No.: 2
2 of 2

Ordinance No. 2019-026

AN ORDINANCE AMENDING PROVIDENCE CITY CODE TITLE 10 ZONING REGULATIONS-CHAPTER 14-SECTION 1 CLUSTER AND INNER BLOCK DEVELOPMENT, BY CLARIFYING HEARING NOTICE REQUIREMENTS AND EXPANDING THE AREA WHERE INNER BLOCK DEVELOPMENT CAN OCCUR; AND SECTION 2 PLANNED UNIT DEVELOPMENT BY ADDING REQUIREMENTS FOR A STORM WATER SYSTEM, ALLOWING HOME BUSINESSES, CLARIFYING PUBLIC AND PRIVATE RIGHT-OF-WAYS.

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.
- 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: . . . (c) any other provision of a land use regulation.

6. The current general plan, Master Plan 2000, lists the following principles:
   Residential Development – General Plan Principles
   a. New residential development should be developed based on density and include mixed residential uses.
   b. Open space shall be included as part of the overall density of new residential development.
   c. Sensitive areas (faults, slope, wetlands, flood plains, storm water and other areas) should be identified and residential development should be limited within these areas.
   d. New residential development should increase mobility and connectivity of the City's overall transportation system.
   e. New residential development should provide design for pedestrian-friendly development.
   f. New residential development should include all necessary public and private utilities.
   g. Residential development should not be encouraged within the major utilities easement on the east bench of the City.

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 General Plan.

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
  Motion to recommend approval to the City Council for Proposed Code Amendment Chapter 14 Special Developments: — J Paulsen, second — R Cecil
  Vote:
  Yea: L Banda, R Cecil, R Holloway, J Paulsen, B Perry
  Nay:
  Abstained:
  Excused:

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 4 day of December 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 December 2019.

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, Recorder

DRAFT

CHAPTER 14

SPECIAL DEVELOPMENTS

SECTION:

10-14-1: Cluster and Inner Block Development
10-14-2: Planned Unit Development

10-14-1: CLUSTER AND INNER BLOCK DEVELOPMENT:

A. Land Use: Cluster and inner block developments provide more intensive use of land in further developing existing areas. Requests for cluster or inner block development proposals shall be forwarded to the Land Use Authority for a special review process described herein.

B. ~~Special~~ Review Procedure:

1. Plan Submission: Applicants shall supply suitable plans and information concerning the location, function and characteristics of any use proposed to the City.

2. Hearing; Fee: If a public hearing is required, the City may collect a fee upon development request for the purpose of covering the costs of advertising and/or mailing of notice. Such notice, ~~shall state that a public hearing will be held before Land Use Authority and specify the date, time and place. The notice of said public hearing shall be posted on the property at least twenty four (24) hours prior to the scheduled hearing; a copy of said notice shall also be provided to a locally published newspaper. Notification to the newspaper is required; publication in the newspaper is not required~~ will be published in accordance with state code.

3. ~~Recommendation to City Council;~~ Approval: The Land Use Authority may, ~~at the public hearing, or at the next regularly scheduled Land Use Authority meeting (if not held the same day)~~ approve, conditionally approve or reject the request. If approved conditionally, the written response or report shall be required to contain conditions, limitations or amendments to the development plan to assure that the development is integrated into its surroundings and serves the public interest to the greatest extent possible. A copy of such response or report shall be furnished to the applicant without delay and additional copies shall be made available at the City office for other interested persons.

   a. Development that includes a subdivision of property shall be required to meet the subdivision requirements. Concept plan approval may be combined with a special request. Approval of a special request does not vest the development or guarantee subdivision approval.

4. Endorsement of Approval: All approved site plans for development, including modifications and conditions, shall be endorsed by the Land Use Authority Chairperson as approval of the Land Use Authority.

C. General Criteria And Conditions:

1. Findings: No special review application shall be approved by the Land Use Authority unless the Land Use Authority finds that the application:

   a. complies with all requirements imposed by this Title, the Subdivision Title[1]~~,~~ any other applicable City ordinance or regulation;

[1] See Title 11 of this Code.

b. is consistent with the objectives and purposes of this Zoning Title;
c. is designed to be compatible with surrounding land uses; and
d. is designed to be compatible with the physical features of the site upon which the proposed development will be placed.

2. Modifications: In considering an application for a cluster or inner block development, the Land Use Authority may impose modifications or conditions concerning the following development features to the extent that such modifications or conditions are necessary to ensure compliance with criteria in the preceding subsection C.1 of this Section:
a. Size and location of site;
b. Street and road capacities in the area;
c. Ingress and egress to adjoining public streets;
d. Location and amount of off-street parking;
e. Internal vehicular circulation system;
f. Fencing, screening and landscape separation;
g. Building mass and location;
h. Usable open space;
i. Signs and lighting;
j. Noise, vibration, air pollution and other environmental influences;
k. Setback, yard and area requirements; and
l. Others as deemed appropriate by the Land Use Authority.

3. Site Plan Amendments: No approved development may be modified, structurally enlarged or expanded in ground area unless the site plan is amended and approved in accordance with the procedures applicable to original approval of the development.

4. Number of Dwelling Units: No increase in the number of dwelling units beyond that specified for the zoning district in which the site is located shall be allowed. (Zon. Ord., 5-8-1991)

D. ~~Inner Block Development Prohibited: In areas where a city block, defined as an area of land with public streets on four sides, and with street lengths of approximately 660 feet, and located in the downtown area, exists as of September 1, 2006, inner block development is prohibited. In this area, dwelling structures approved after August 31, 2006 must have 95 feet of frontage on a city street that existed prior to September 1, 2006.~~

10-14-2 **PLANNED UNIT DEVELOPMENT;** (Ordinance Modification 013-99 08/24/99)

A. Intent:

The intent of this chapter is:

1. Provide regulations that shall further the objectives of the general plan relating to residential developments.2. Achieve a balance between open space and buildings, harmony between new development and the surrounding area, and an overall project atmosphere that concurs with goals for a more attractive city.
3. Ensure superior maintenance, and longer life expectancy of structures and environs.
4. Require the developer to demonstrate by the plans submitted for approval that the objectives and goals of the general plan have been fostered. If these requirements cannot be met, approval of the planned unit development with its inherent density increases will not be given.

B. Procedure:

1. Comply with 11-3-1
2. Comply with 11-3-2

3. Comply with 11-3-3
4. Comply with 11-4-4 through 11-4-11
5. Comply with 11-5-5 through 11-5-9
And include 11-5-11 through 11-5-15
6. A developer shall provide a written statement that describes the impact the development will have on natural features of the area. Include any measures taken to mitigate negative conditions that occur as a result of the project.
7. Provide a development agreement between the developer and the City, approved by the City attorney that includes the following:
   a. The developer shall construct and complete the project in accordance with the approved plans and in accordance with City ordinances.
   b. The terms of the contract shall be binding upon all successors of the PUD.
   c. A landscaping plan shall be provided to the city and approved before occupancy permits are issued. The landscaping shall be completed as part of the project.
   d. A perpetual, irrevocable home owner's association shall be established prior to any occupancy permits issued. The owner/developer shall constitute a pseudo home owner association until sufficient occupants are available to establish an association according to CCR. The home owner's association shall be responsible for the following:
      i. Maintenance of all water works in the PUD.ii. The fire line shall be the responsibility of the City.
      iii A separate agreement will be generated with the city for ROW, easements and a method of payment for repairs.
      iv. Maintenance of sewer lines, clearing, repair and controlling the sewer out fall from the PUD in accordance with section 8-2-12 of the City code.
      v. Maintenance of grounds, plant trees, shrubs in accordance with the landscaping plan.
      vi. Maintenance of streets, parking lots, sidewalks, play grounds and other items described in the CCR.
      vii. Collection and payment of City utility billings and other billings as designated by the CCR.
8. Declaration of management policies, covenants and restrictions setting forth the responsibilities and duties of the owners, renters, or occupants within the planned unit development.
9. Other documents that the Land Use Authority deems necessary to carry out the intent of this title.
10. Fees are charged in accordance with a fee schedule set by the City Council.

C. Project Density

The permitted densities allowed in a planned unit development for each zone shall not exceed the 110% of density allowed in the use chart for the zone in which the PUD will be built.

D. Permitted Uses:

1. Residential Living and home businesses as shown on the Use Chart in Chapter 6 of this Title.
2. Commercial ~~Neighborhood~~ will be allowed in areas that will be of benefit to the PUD and the community as a whole. Both service and commercial centers will be considered.
3. Recreation Facilities.

E. Standards and Requirements:

The following standards, requirements and conditions shall apply to all planned unit developments:

1. Design Team: The project must be prepared by a Design Team composed of a civil engineer, an architect, a landscape architect and an attorney, all of whom must be licensed to practice in the State of Utah.
2. Sewer, Water and Utilities: All dwelling units and commercial buildings will be served by the public sewer and a city water supply. All utilities will be placed underground.
3. Project Management: One project manager designated by the owners will provide full supervision and control of the PUD during development and construction.
4. Landscaping: All areas not covered by buildings, parking, streets or drives shall be planted with plant materials as approved by the planning commission in a final landscape plan. A permanent sprinkler system shall be installed with back flow protection for all planted landscaping.
5. Minimum Land Area: The minimum land area for a PUD shall be two (2) acres. (OM 007-2003 08/12/03)
6. Location and Setbacks for Dwellings and Structures: All structures on a public street shall have a 30 ft. setback. On private roadways the setbacks will be a minimum of 20 ft.
7. Open Space: Not less than 35% of the area of the PUD shall be retained in permanent open space, parks and playgrounds. Land used for streets, parking and driveways will not be used in the computation of open space, park or playground.
8. Maximum Height: The maximum height of buildings within a PUD shall be 35 feet. Measured from an average grade to the highest point of the building.
9. Minimum Parking: Two parking spaces for every dwelling unit shall be provided. One additional space for every three units shall be provided for guest parking. Commercial businesses will follow the parking requirements in PCC 10-8-5 and PCC 10-8-6.
10. Surfacing: All parking spaces, parking areas and driveways shall be hard surfaced and properly drained with no drainage running across public or private sidewalks or roadways.
11. Installation of Public Improvements: Developer shall install all public improvements on site and off site as identified by the Land Use Authority. Additional requirements may be imposed in order to implement the intent of this section.

F. Definitions

1. Dwelling Unit (DU) as defined in 10-1-4.
2. ~~A residential town house (RT) - A building that contains more than two dwelling units and where the owner purchases real property that the DU is on but all exterior property is common area, and is governed by CCR.~~
3. ~~A residential condominium (RC) - A building that contains two (2) or more dwelling units where the owner purchases ownership of one (1) or more units in a multi-unit project, together with and undivided interest in common in the common areas and facilities of the property.~~ Dwelling, Single-Family Attached (SFA) as defined on 10-1-4. The common areas and facilities of the property are maintained by an association.
4. Approved - Approved by the City.
5. Dwelling, Single-Family ~~Dwelling~~ Detached (SFD) ~~- A single dwelling unit on a subdivided lot~~ as defined in 10-1-4. All lots are governed by CCR.
6. ~~Twin Home - Two dwelling units which share a common wall. Possibly on a subdivided lot or has all exterior property as a common area and managed by an association or governed by CCR.~~
7. CCR - Covenants, Conditions and Restrictions.

G. Water Systems

1. There shall be ~~three~~ four water systems installed in a PUD, a fire line system, a culinary

system, ~~and~~ an outside irrigation system, and storm water system. A PUD may contain any or all of the following: - ~~RT, RC, SFD or Twin Homes~~ SFA, SFD, commercial and service centers, recreation facilities.

a. Fire line System

i. This system may take advantage of the water lines in the public way as long as the layout of the PUD permits all points of the ~~town homes/condominiums~~ buildings within approved distance to a hydrant.

ii. A system shall be installed to provide fire protection for the building in a PUD. No point of a building shall be farther than 250 ft away from a fire hydrant. This system cannot be metered and back flow protected and cannot have services connected to it.

iii. The City will be provided a right of way to access fire hydrants for flushing and repairs.

iv. Repairs on fire hydrants not in the public right of way shall be billed to the association.

v. Fire hydrants will not be used by either the association or individuals for any purpose.

vi. Fire hydrants shall be flushed by the Providence City Public Works.

b. Culinary System

i. The culinary water system shall be serviced by one master meter. Exception; if a public road divides an approved PUD then, two master meters shall be used.

ii. All meters shall be set in the Public Way.

iii. All service lines shall be protected by an approved back flow prevention assembly on the service side of the meter.

iv. All DU shall be individually protected by an approved back flow prevention assembly.

v. All water lines shall be located, maintained, repaired and governed by approved CCR's from the service side of the meter to the shutoff valve in the DU.

vi. Individual dwelling units shall have the following minimum items:

1. Supply shutoff both inside and outside.
2. Pressure reducer.
3. Back flow prevention assembly.
4. Expansion tank.
5. Supply lines will not pass through, over or under another dwelling unit.

c. Sprinkler System for Outside Irrigation

i. Sprinkler system shall be approved by the city.

ii. Each system shall be serviced by a separate meter.

iii. Each system shall be serviced by an approved back flow prevention assembly designed for sprinkler systems.

iv. Each back flow protection unit shall be registered with the City and have a certified test submitted to the City annually prior to the start of the irrigation season.

v. Each sprinkler system shall be designed by an approved agency and sized in accordance with the adopted plumbing code.

vi. Sprinkler systems that have the option of being connected to a non-potable water supply are illegal except as approved.

d. Storm water system.

i. Storm water systems shall meet the requirements listed in 7-8-1, 8-4-5 and 11-4-8.

ii. The homeowners association shall be responsible for repair and maintenance of all privately owned storm water infrastructure.

H. Water Impact Fees & Billing Services

1. The water impact fees have been established by Providence City through extensive analysis of the impact of each dwelling unit on the system. The methodology is accountable to the off-site infrastructure, supply and storage requirements. The impact fees are established on the basis that there is one connection per dwelling unit. The standard basic connection is a (one) 1 inch line. An impact fee on this basis will be imposed on each dwelling unit within the PUD. If any structure, other than a DU, such as a club house, business or pool that requires a higher demand than a 1" inch supply, the impact fee for that structure will be imposed according to the fee schedule, published in the City Office.

   a. All impact fees will be levied upon issuance of a building permit in accordance with an established fee schedule. Water impact fees are established for:

      i. Dedicated Fire Lines.
      ii. Meter for Sprinkler.
      iii. Meters for Dwelling Units.

2. Monthly Billing for Water Service:

   a. Each DU will be assessed a base rate as established by the current rate schedule. The Homeowners Association will receive the billing and be responsible for payment.
   b. Any structure other than a DU will also be billed to the Association. Fees will be based on current established rates.
   c. Overage charges will be based on current established rates and will be billed to the Association.
   d. Fees for the sprinkler system will be billed to the Association.

I. Sewer System

1. A sewer system will be installed to service a PUD. A PUD may contain any or all of the following: ~~RT, RC, SFD or twin homes~~ SFA, SFD, commercial and service centers, recreation facilities.
2. No PUD shall be approved without connecting to the Providence City Public Sewer System. All units must be connected to the system.
3. In addition to the Providence City sewer ordinance, this section will provide specific requirements:

   a. Each DU shall be served with a building sewer which will not be less than four (4) inches in diameter.
   b. A DU drain/sewer shall go directly to the common area and will not pass through, under or over any other DU or building.
   c. A DU sewer shall be serviced by a common sewer. The common sewer may service more than one DU, however, the common sewer will be sized according to the presently adopted plumbing code.
   d. A DU clean out shall be provided as per the adopted plumbing code. Clean outs for the common sewer shall also be according to the plumbing code with the addition of a clean out at the property line, with a brass cap. There will also be a clean out at the farthest upstream end of the pipe. This clean out shall be in the commons area and shall also have a brass cap. Additional clean outs may be required based on length and bends as per the plumbing code.
   e. Each DU will be provided with a back water valve as per the plumbing code.

J. Sewer Impact Fees & Billing Service

1. The sewer impact fees have been established by Providence City through extensive analysis of the impact of each dwelling unit on the system. The methodology is accountable to the off-site infrastructure and future up sizing of sewer lines to accommodate new growth. The impact fees are established on the basis that there is one connection per dwelling unit. The standard out fall line per DU is a four (4) inch line. An impact fee as established by the City for a DU will be assessed on each DU. If any structure other than a DU requires a larger service, as determined by the water line size input to that structure, an impact fee for that structure will be imposed according to the size of the supply line and according to the schedule published in the City office.
2. All impact fees will be levied upon issuance of a building permit in accordance with an established fee schedule.
3. Monthly billing for sewer services.

   a. Each DU will be assessed a base fee established by the current rate schedule. The Homeowners Association will receive the billing and be responsible for payment.
   b. Any service to another structure other than a DU will be billed to that Association, and based on the current established rate.
   c. Any pretreatment fees will be billed to the Association.

K. Storm Water Impact Fees & Billing Services

1. The establishment of storm water impact fees will follow the requirements of the Utah Code Annotated.
2. Monthly billing for storm water services.
   a. Storm water fees will be billed fees established by the current rate schedule. The homeowners association will receive the billing and be responsible for payment.

L. Right-of-Way (ROW): Public and Private

1. Public ROW. All public ROW will be designed and constructed in accordance with Providence City Department of Public Works Standards and Specifications for public ROW.
2. Private ROW. Private ROW may be allowed in a PUD subject to the following requirements:
   a. All private ROW must meet public safety and fire code requirements.
   b. PUD must provide for pedestrian traffic, either in connection with the ROW or in another suitable location within the PUD.
   c. PUD must plan for storm water generated by the ROW.

M. Road & Park Impact Fees

1. The road and park impact fees have been established by Providence City through extensive analysis of the impact of each dwelling unit on the system.
2. All impact fees will be levied upon issuance of a building permit in accordance with an established fee schedule.

N. Land Use Authority Action

1. Findings: Before approval of the Preliminary Plat, the Land Use Authority must make the following findings:
   a. That the development provide an attractive living environment.
   b That the proposed development creates no detriment to adjacent properties nor to the general area in which it is to be located.
   c That the PUD shall provide more effective use of the land with more usable

open space than a conventional development.

d That increased densities allowed in an area shall be compensated by better site design and increased amenities and recreational facilities.

e. That the development shall not create a hazard to any part of out community.

f. That the PUD is in compliance with all ordinances and the intent of this chapter

2. Approval:

Upon presentation of the Preliminary Plat and documents, the Land Use Authority will approve them as submitted, approve them with conditions, or refer them back to the developer for one or more of the following reasons:

a. The Land Use Authority determines the project to be inconsistent with the intent of the section.

b. The Land Use Authority requires that certain specific changes be made within the plans.

c. The plans or documents are not complete or are poorly prepared.

d. Fees have not been paid by the developer.

3. Imposition of Conditions;

a. The Land Use Authority may impose such conditions on preliminary development plans as it may deem appropriate to meet the goals and objectives of this section.

b. The Land Use Authority may disapprove a PUD that is found to be deficient in meeting the intent of these provisions.

4. Time Limit of Approval: Any failure to submit a Final Development Plat within one year of the approval of the Preliminary Plat will terminate all proceedings and render the Preliminary Plat null and void.

O. Failure to Comply with Regulations: In case of failure or neglect to comply with any and all conditions as established by law and the supporting documents of the PUD, the City will refuse to issue additional building permits, stop construction until violations or noncompliance conditions have been eliminated.

DRAFT

Ordinance No. 2019-025

AN ORDINANCE CHANGING THE ZONE 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).

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 received a rezone application on October 4, 2019 from Danny Macfarlane, agent for DLMAC, requesting the zone for Parcel No. 02-162-0015 (Lot 2 of the Willow Place Subdivision, generally known as 220 North Spring Creek Parkway) be changed from CGD to MFH.
- Planning Commission studied the proposed zone change and held a public hearing prior to making a recommendation.
- The Planning Commission considered the following:

FINDINGS OF FACT:

1. ES used the Providence City Master Plan 2000 as revised, and examined current and anticipated development in the immediately surrounding area, to review the application. General Plan Sheet 5-BFuture Re-Zone of Existing Districts does not presently call for the zone for this area to change to Multi-Family High (MFH). The proposed Future Re-Zoning of Existing Districts & Annexed Area Map does not show a zone change for this parcel (see Illustration B).
2. Providence City Master Plan 2000 Revised 8 December 2009 lists Principles Governing the Master Plan 2000, including but not limited to the following:
    - Develop mixed-use neighborhoods (retail, commercial, and a full range of housing opportunities).
    - Strengthen the economic base of the community by encouraging the growth of a quality commercial area.
    - Focus prime development opportunities on strong retail facilities that generate sales taxes. (Res 09-035, 12/08//2009)

CONCLUSIONS OF LAW:

1. The General Plan does not anticipate this property zone changing from CGD.
2. The General Plan should be amended in order to make a favorable recommendation on this rezone request.

CONDITIONS:

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

- Providence City Planning Commission took the following action on November 13, 2019:

Motion to recommend that the city council rezone parcel number 02-162-0015 located at 220 N Spring Creek Parkway: — R Cecil, second — J Paulsen
Vote:
Yea: R Cecil, B Perry
Nay: R Holloway, J Paulsen, L Banda
Abstained:
Excused:

THEREFORE be it ordained by the Providence City Council

- The rezone request filed by Danny Macfarlane, agent for DLMAC, shall be granted and the zone change for Parcel No. 02-162-0015 from CGD to MFH shall be approved based on the findings of fact, conclusions of law, and conditions listed above.
- 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 4 day of December 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 December 2019.

Providence City

_____
John Drew, Mayor

Attest:

_____
Skarlet Bankhead, Recorder

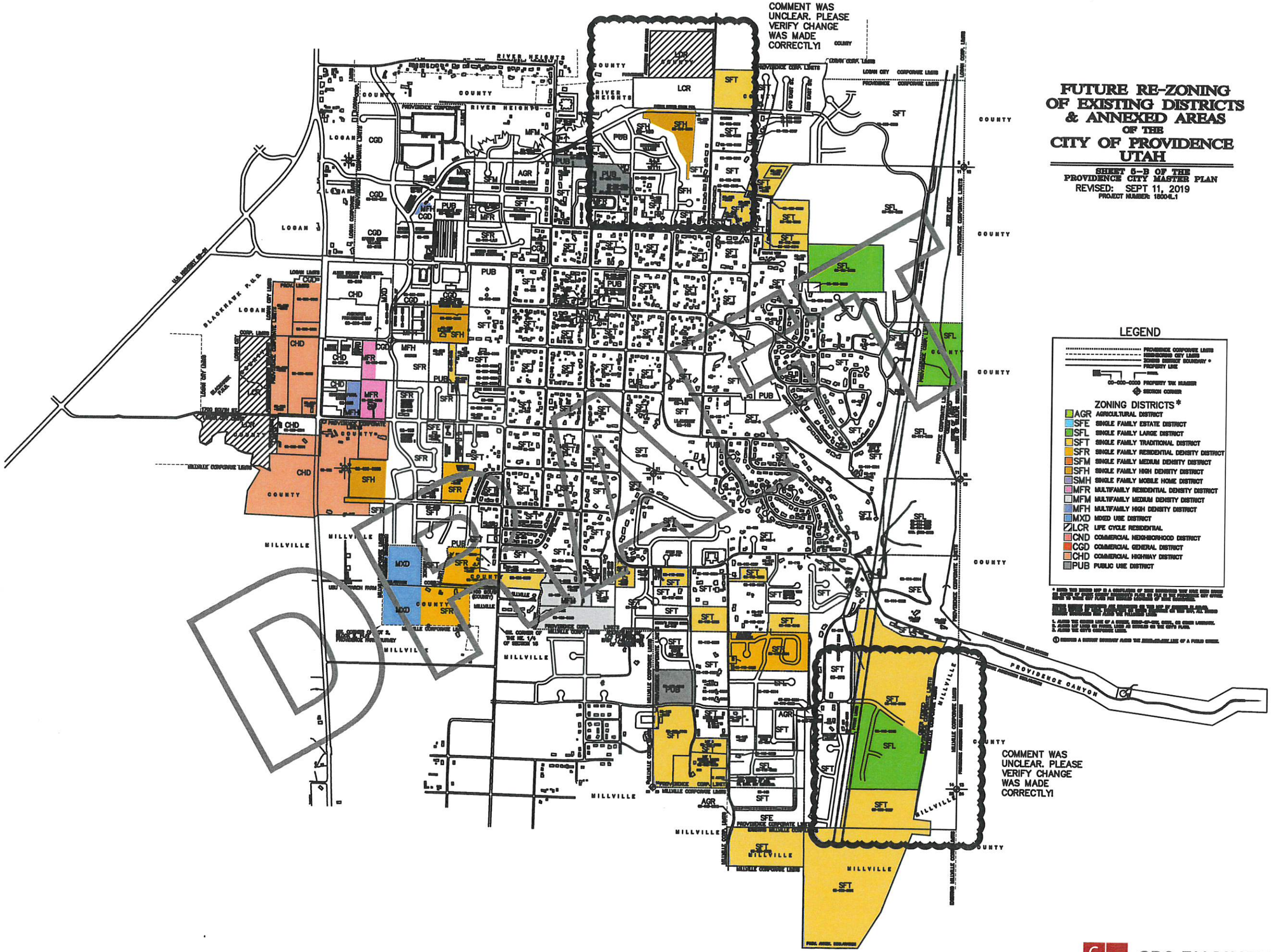


DRAFT

COMMENT WAS UNCLEAR. PLEASE VERIFY CHANGE WAS MADE CORRECTLY!

FUTURE RE-ZONING OF EXISTING DISTRICTS & ANNEXED AREAS OF THE CITY OF PROVIDENCE UTAH

SHEET 6-B OF THE PROVIDENCE CITY MASTER PLAN
REVISED: SEPT 11, 2019
PROJECT NUMBER 18004.1



LEGEND

- PROVIDENCE CORPORATE LIMITS
- NEIGHBORING CITY LIMITS
- ZONING DISTRICT BOUNDARY *
- PROPERTY LINE
- 00-000-0000 PROPERTY TAX NUMBER
- SECTION CORNER

ZONING DISTRICTS *

- AGR AGRICULTURAL DISTRICT
- SFE SINGLE FAMILY ESTATE DISTRICT
- SFL SINGLE FAMILY LARGE DISTRICT
- SFT SINGLE FAMILY TRADITIONAL DISTRICT
- SFR SINGLE FAMILY RESIDENTIAL DENSITY DISTRICT
- SFM SINGLE FAMILY MEDIUM DENSITY DISTRICT
- SFH SINGLE FAMILY HIGH DENSITY DISTRICT
- SMH SINGLE FAMILY MOBILE HOME DISTRICT
- MFR MULTIFAMILY RESIDENTIAL DENSITY DISTRICT
- MFM MULTIFAMILY MEDIUM DENSITY DISTRICT
- MFH MULTIFAMILY HIGH DENSITY DISTRICT
- MXD MIXED USE DISTRICT
- LCR LIFE CYCLE RESIDENTIAL
- CND COMMERCIAL NEIGHBORHOOD DISTRICT
- CGD COMMERCIAL GENERAL DISTRICT
- CHD COMMERCIAL HIGHWAY DISTRICT
- PUB PUBLIC USE DISTRICT

* WHERE THE ZONING MAP IS A CONSOLIDATION OF MORE RESTRICTIVE THE MORE THAN ONE ZONING DISTRICT, THE MORE RESTRICTIVE ZONING DISTRICT SHALL APPLY TO THE ENTIRE PARCEL OR LOT.

1. ALONG THE ZONING LINE OF A RIVER, STREAM OR OPEN CANAL, OR OTHER WATERWAY, THE CENTER OF THE RIVER, STREAM, CANAL OR WATERWAY IS THE CITY LIMIT.
2. ALONG THE CITY BOUNDARY LINES.

(1) INDICATES A STREET DIVISION ALONG THE BOUNDARY LINE OF A PUBLIC SCHOOL

COMMENT WAS UNCLEAR. PLEASE VERIFY CHANGE WAS MADE CORRECTLY!

DRAFT

P:\18004\L01 Providence City-Gen City Engineer Services\Providence City Maps\Master Providence Map.dwg

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PROVIDENCE CITY MASTER PLAN

PARKS, OPEN SPACE, & URBAN TRAILS

Revised SEPT. 19, 2019

PROJECT NUMBER 180041.01

WILDLAND FIRE MANAGEMENT IS ENCOURAGED

N

LEGEND

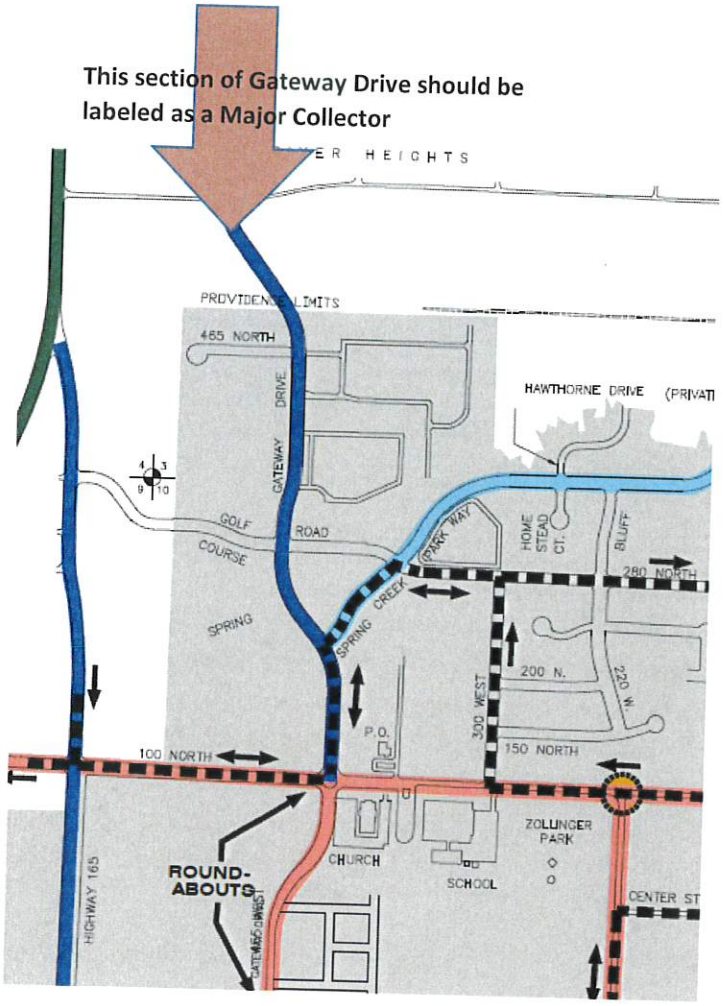
- PROVIDENCE CORPORATE LIMITS
- FUTURE PROVIDENCE CORP. LIMITS
- NEIGHBORING CITY LIMITS
- ZONING DISTRICT BOUNDARY *
- PROPERTY LINE
- SECTION CORNER
- EXISTING CITY PROPERTY
- EXISTING PARKS, RECREATION & WILDLIFE AREAS
- FUTURE PARKS, OPEN SPACE, & WILDLIFE AREAS
- BICYCLE ROUTE
- PRIMITIVE TRAILS, ALL USES
- WHEEL CHAIR ACCESSIBLE
- FUTURE TRAILS
- WATERWAYS/CANALS/DITCHES
- BICYCLE TRAIL

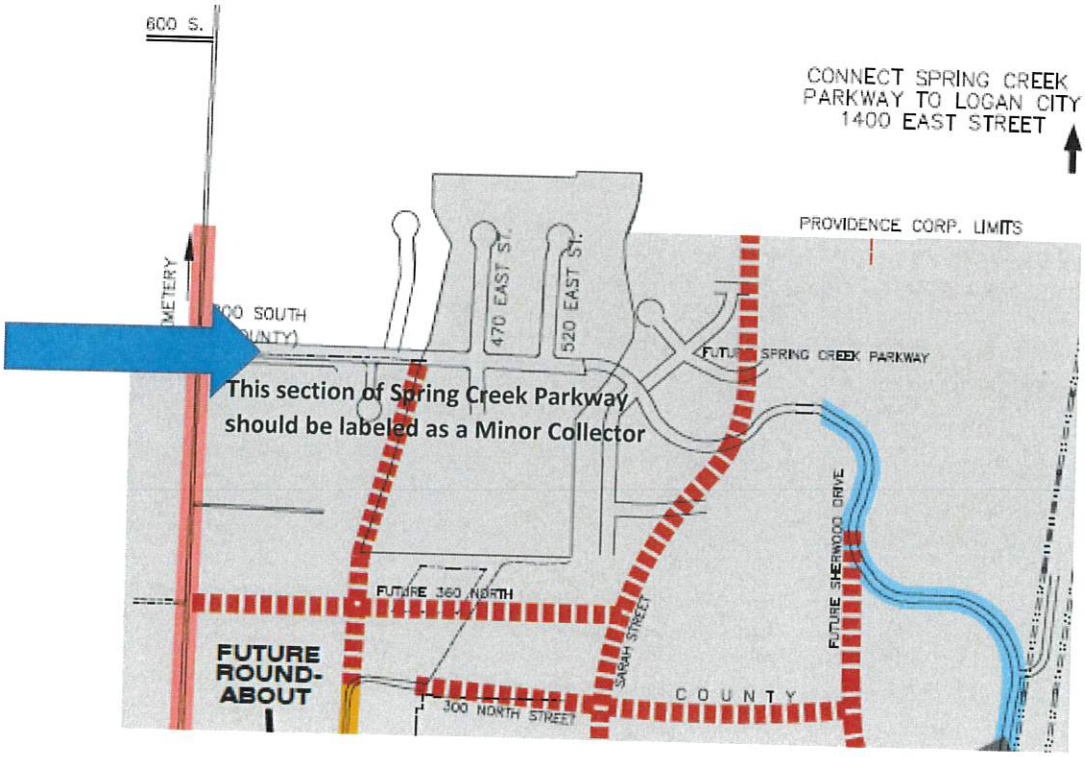
FLOODPLAINS NOT SHOWN ON MAP. SEE NATIONAL FLOOD INSURANCE RATE MAPS FOR EFFECTIVE FLOODPLAIN INFORMATION

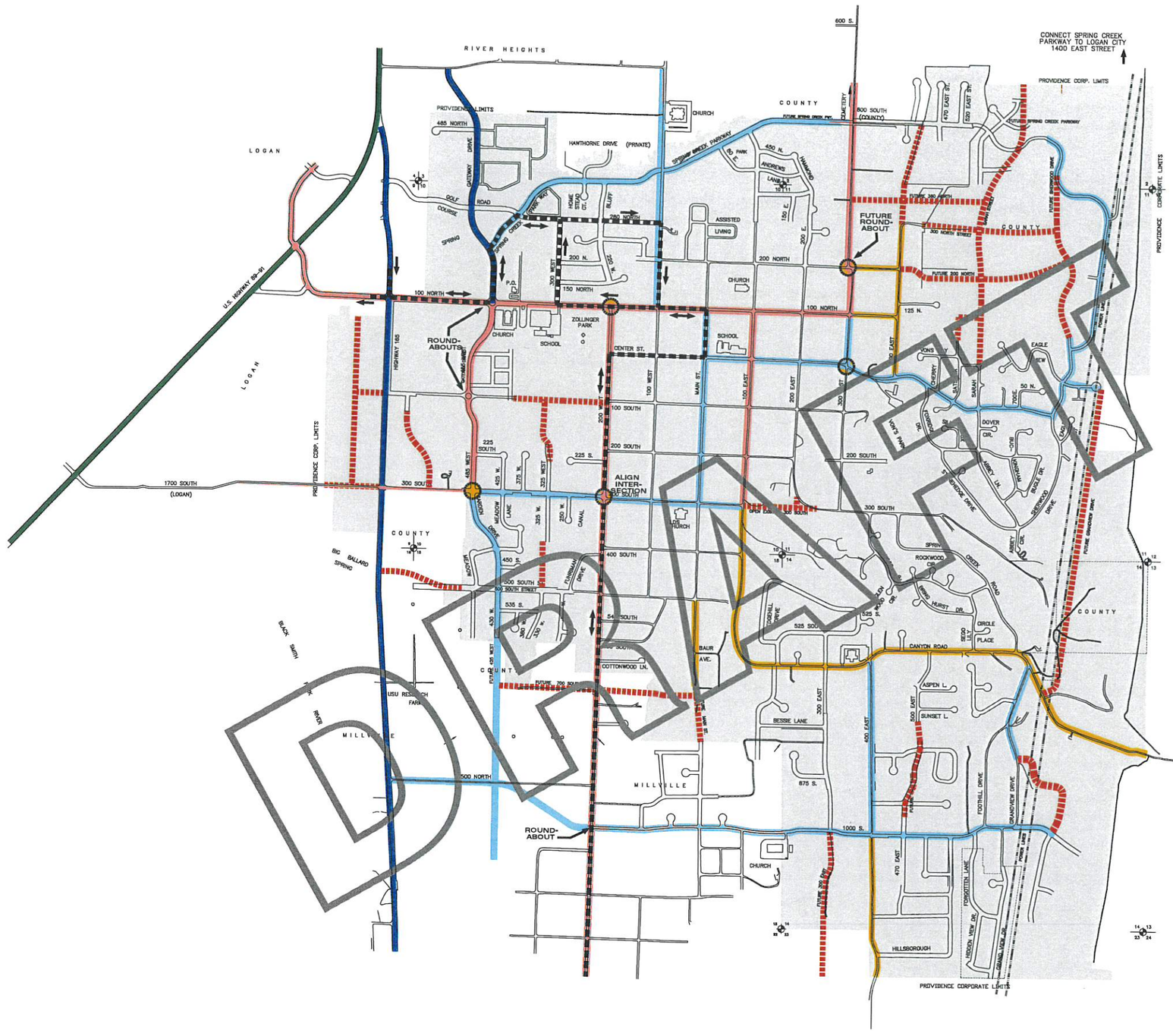
WILDLAND FIRE MANAGEMENT IS ENCOURAGED

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Suggested corrections for the Transportation Classification Map







PROVIDENCE CITY
TRANSPORTATION CLASSIFICATION

THIS MAP IS THE PLAN FOR FUTURE MAJOR TRAFFIC CORRIDORS WITHIN THE CURRENT & FUTURE CITY BOUNDARIES.

LAST REVISION: SEPT. 19, 2019

PROJECT NUMBER: 18004L01

N

LEGEND

- PROVIDENCE CORPORATE LIMITS
- FUTURE PROVIDENCE CORP. LIMITS
- NEIGHBORING CITY LIMITS
- SECTION CORNER
- AREA OF EXISTING PROVIDENCE CITY CORPORATE LIMITS
- EXISTING STREET OR ROAD
- FUTURE TRAFFIC CORRIDOR 66 FOOT R/W U.N.O.
- FUTURE 80 FOOT CORRIDOR
- UPGRADE EXISTING CORRIDOR
- FUTURE ROUNDABOUT
- EXISTING ROUNDABOUT
- CVS BUS ROUTE
- MAJOR ARTERIAL
- MINOR ARTERIAL
- MAJOR COLLECTOR
- MINOR COLLECTOR
- LOCAL ROADS

TRANSPORTATION CLASSIFICATION OF ROADS NOT OTHERWISE EXISTING (FUTURE) ARE SUBJECT TO ADDITIONAL ALIGNMENT STUDY AND REVISION.

ALL PROPOSED ROAD ALIGNMENTS (FUTURE) ARE SUBJECT TO ADDITIONAL STUDY AND REVISION.

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