

PROVIDENCE CITY COUNCIL MEETING AGENDA AMENDED

Wednesday, April 21, 2021 6:00 PM

Location: This will be a virtual meeting via Zoom. Members of the City Council will be at the Utah League of Cities and Towns Mid-Year Conference in St. George.
Members of the Council will be attending this meeting electronically.
This meeting will live stream on Providence City’s YouTube Channel
Public may attend the meeting via a Zoom link.
To request a link, email providencecityutah@gmail.com

Comments: The City Council accepts comments: by email, and by text.
Email: providencecityutah@gmail.com
Text: 435-752-9441

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: Public Works Director, Administrative Services Director, and City Manager) will be presented as information only.

Approval of the minutes

Item No. 1. Minutes. The Providence City Council will consider approval of the minutes of March 17, 2021

Item No. 2. Minutes. The Providence City Council will consider approval of the minutes of March 24, 2021

PUBLIC HEARING(S):

Item No. 3. Annexation: Prior to making a decision on granting the annexation petition and assigning a land use zone(s) requested by Jack Nixon for Baer Nixon, Inc. the City Council is holding a public hearing. The purpose of the public hearing is to provide an opportunity for anyone interested to comment on the annexation before action is taken. The property described in the annexation petition contains Parcel No. 02-111-0006, located adjacent to the east boundary of Providence City, in the general area of 900 East Eagleview Dr, containing 17.72 acres. The petitioner is requesting Single-Family Traditional zoning. The City Council invites you to offer your comments by email to providencecityutah@gmail.com or text to 435-752-9441.

BUSINESS ITEMS:

Annexation:

Item No. 4. Ordinance No 2021-005. The Providence City Council will consider and may take action on an ordinance granting the annexation petition and assigning a Single-Family Traditional zone for Parcel No. 02-111-0006, located adjacent to the east boundary of Providence City, in the general area of 900 East Eagleview Dr, containing 17.72 acres

Item No. 5. Resolution 026-2021 Annexation for Further Consideration. The Providence City Council will consider and may take action on a resolution accepting a petition for annexation for further consideration for Parcel No.(s) 02-089-0019, 02-090-0002, 02-090-0005, 02-090-0008, 02-090-0009, 02-090-0010, 03-002-0003, and 03-002-0004 located adjacent to the southwest boundary of the City in the approximate area of 900 W 300 south and 500 S SR165, containing 88.58 +/- acres

Item No. 6. Resolution 010-2021 Municipal Boundary Line Adjustment. The Providence City Council will consider and may take action on a resolution stating the City’s intent to adjust a common boundary between Providence City and Millville City involving Parcel No. 02-117-0015 and 02-117-0020 located in the general area of 600 S 285 West and 645 S 200 W.

Public Comments:

Citizens may express their views to the City Council on issues within the City’s jurisdiction. The City Council accepts comments: by email providencecityutah@gmail.com, and by text 435-752-9441.

Appointments:

Item No. 7. Resolution 018-2021 Certification of Authorized Individuals. The Providence City Council will consider and may take action on a resolution authorizing Natalie Wood, City Treasurer, and Tyler Cameron, City Recorder, to act on behalf of Providence City PTIF accounts.

Agreements, Contracts, Bid Awards:

Item No. 8. Resolution 021-2021 Bid Award. The Providence City Council will consider and may take action on a resolution awarding the contract for the 2021 street resurfacing and improvement projects.

Item No. 9. Resolution 028-2021 Election Administration. the Providence City Council will consider and may take action on a resolution the Interlocal Agreement between Cache County and Providence CITY for the Administration of 2021 Municipal Elections

City Code Amendment:

Item No. 10. Ordinance 2021-004: The Providence City Council will consider and may take action on an ordinance Providence City Code (PCC) Title 5 Chapter 1 Animal Control Section 30 Responsibility.

Master Plans:

Item No. 111. Resolution 014-2021 Master Plan: The Providence City Council will consider and may take action on a resolution adopting the proposed Providence City, Utah Transportation Master Plan.

Land Development:

Item No. 12. Resolution 023-2021 Development and Public Improvement Installation Agreement. The Providence City Council will consider and may take action on a resolution approving a Development and Public Improvement Installation Agreement for Providence Gateway Subdivision Phase N a single-family attached [townhome] development containing 6 residential buildings with a combined total of 38 dwelling units, located in the general area of 60 North Gateway Drive.

Item No. 13. Resolution 024-2021 Development and Public Improvement Installation Agreement. The Providence City Council will consider and may take action on a resolution approving a Development and Public Improvement Installation Agreement for Providence City Center Subdivision, a 4-lot (with a remainder parcel) mixed use development containing 3 retail/commercial buildings and 7 residential buildings with a combined total of 54 multi-family dwelling units, located in the general area of 95 South Gateway Drive.

Item No. 14. Resolution 025-2021 Development and Public Improvement Installation Agreement. The Providence City Council will consider and may take action on a resolution approving a Development and Public Improvement Installation Agreement for Sage Crest Subdivision, a 15-lot residential subdivision located in the general area of 150 N Sherwood Dr.

Item No. 15. Resolution 027-2021 Development and Public Improvement Installation Agreement. The Providence City Council will consider and may take action on a resolution approving a Development and Public Improvement Installation Agreement for Fickas Commercial Subdivision; a 4-lot subdivision with three commercial lots and one remainder residential parcel located in the general area of 750 West 300 South.

Council Reports: Items presented by the City Council members will be presented as informational only; no formal action will be taken.

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 16 day of April 2021.
Amended agenda posted by T Cameron the 19 day of April 2021.

Tyler Cameron
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.

Members of the Council may be attending this meeting electronically (Providence City Code 1-6-7:E). Public meetings held electronically will be in accordance with Utah Code Ann. §§ 52-4-207 et. seq., Open and Public Meetings Act. The Providence City Office Building, 164 N. Gateway Dr. is the anchor location; if otherwise determined by the Mayor in accordance with UCA 52-4-207(4), an electronic meeting will be held without an anchor location.

Resolution 028-2021

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND PROVIDENCE CITY FOR THE ADMINISTRATION OF 2021 MUNICIPAL ELECTIONS

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; and

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, political subdivisions of the State of Utah are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, 2021 is a municipal election year for Providence City; and

WHEREAS, Cache County provides elections services; and

WHEREAS, the City and the County desire to enter into the following Interlocal Agreement for the Administration of the 2021 Municipal Elections.

THEREFORE be it resolved by the Providence City Council:

- The attached Interlocal Agreement for the Administration of the 2021 Municipal Elections shall be approved; and
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 21 day of April 2021.

Council Vote:

Eck, Kristina	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Kirk, Carrie	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Paulsen, Joshua	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Sealy, Jeanell	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Speth, Brent	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

John Drew, Mayor

Attest:

Tyler Cameron, City Recorder

INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND PROVIDECE CITY FOR THE ADMINISTRATION OF 2021 MUNICIPAL ELECTIONS

This interlocal agreement (this “Agreement”) is made and entered into by Cache County, a political subdivision of the State of Utah (the “COUNTY”), and Providece City, a municipality and political subdivision of the State of Utah (the “CITY”), referred to collectively herein as the Parties and each individually herein as a Party.

WHEREAS, under the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code (the “Act”), political subdivisions of the State of Utah are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Parties are political subdivisions of the State of Utah and desire to work through cooperative action under the Act to benefit the residents of both the COUNTY and the CITY; and

WHEREAS, the Parties desire to successfully conduct the 2021 CITY Municipal Primary (August 10) and General (November 2) Elections (collectively the “2021 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of the Parties to enter into an agreement providing for their joint efforts to administer the 2021 CITY Municipal Elections.

NOW, THEREFORE, the Parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE

This Agreement will become effective and enter into force within the meaning of the Act upon (a) approval by resolution of the governing body of each respective Party, (b) execution by a duly authorized official of each respective Party, (c) submission to and approval as to form by an authorized attorney of each respective Party, as required by Utah Code section 11-13-205.5, and (d) filing in the official records of each party.

Section 2. DURATION

The term of this Agreement is from the effective date until the completion of the Parties’ responsibilities associated with the 2021 CITY Municipal Elections or until terminated but is no longer than 1 year from the effective date of this Agreement. This Agreement will not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Cache County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement must be filed with the person who keeps the records of each of the respective Parties.

Section 3. ADMINISTRATION OF AGREEMENT

By entering this Agreement, the Parties do not intend to establish a separate legal entity. The Parties agree that, pursuant to Utah Code section 11-13-207, the COUNTY, by and through the Cache County Clerk/Auditor Elections Office, shall act as the administrator of this Agreement. The Parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the Parties. The Parties agree that the Cache County Clerk/Auditor Elections Office will keep all books and records in such form and manner as the COUNTY shall specify and further agree that those books and records will be open for examination by the Parties at all reasonable times. The Parties agree that they will not jointly acquire, hold, or dispose of real or personal property under this Agreement during this joint undertaking.

Section 4. PURPOSES

This Agreement is entered into between the Parties for the purpose of administering the 2021 CITY Municipal Elections. This Agreement contemplates basic, traditional primary and general elections (including rank choice voting when applicable). All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by the Parties.

Section 5. RESPONSIBILITIES

The Parties agree to fulfill their respective responsibilities set forth in Exhibit A, which is attached hereto incorporated herein, for the 2021 CITY Municipal Elections. The CITY agrees to pay to the COUNTY the lesser of the actual cost of the COUNTY's administration of the 2021 CITY Municipal Elections and the estimated costs contained in Exhibit B, which is attached hereto and incorporated herein. The CITY agrees to pay to the COUNTY the cost contemplated herein within 30 days of receiving an invoice from the COUNTY.

Section 6. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of the term set forth in Section 1 of this Agreement. Prior to the automatic termination of the Agreement at the end of the term set forth in Section 1, either Party may terminate the Agreement sixty days after providing written notice of termination to the Party. If the Agreement is terminated prior to the end of the term set forth in Section 1, the CITY will be responsible for any costs incurred through the time of termination and any costs not then incurred but which are contemplated herein and irreversible at the time of termination, such as return mailing costs.

Section 7. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of negligent or intentional errors or omissions of its own officials or employees made in connection with this Agreement. The Parties agree that their obligations to indemnify are limited to the dollar amounts set forth in the Governmental Immunity Act, Utah Code section 63G-7-604.

Section 8. AMENDMENTS

This Agreement may not be amended, changed, modified, or altered except by an instrument in writing that is (a) approved by resolution of the governing body of each respective Party, (b) executed by a duly authorized official of each respective Party, (c) submitted to and approved by an authorized attorney of each respective Party, as required by Utah Code section 11-13-205.5, and (d) filed in the official records of each party.

Section 9. SEVERABILITY

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, will not be affected thereby and will be enforced to the extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 10. NO PRESUMPTION

If any provision of this Agreement requires judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof are to be more strictly construed against the drafting party by reason of the rule of construction that a document is to be construed more strictly against the person who prepared it, it being acknowledged that each Party has participated in the preparation hereof.

Section 11. HEADINGS

Headings herein are for convenience of reference only and may not be considered any interpretation of the Agreement.

Section 12. NOTICES

All notices, demands, and other communications given by a Party under this Agreement must be in writing and will be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested and postage paid, to the other Party at the address of the CITY Mayor or COUNTY Executive, as applicable, or to such other addresses as may be designated by notice given hereunder.

Section 13. ASSIGNMENT

Neither Party may assign this Agreement or any part of it without prior written consent of the other Party. No assignment shall relieve the original Parties from any liability hereunder.

Section 14. GOVERNING LAW

This Agreement will be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties execute this Agreement pursuant to resolutions duly and lawfully passed on the dates listed below:

CACHE COUNTY

Authorized by Resolution 2021 - ____, passed on the ____ day of _____ 2021.

David N. Zook, County Executive

ATTEST: Jess W. Bradfield
Cache County Clerk/Auditor

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

John D. Luthy
Chief Civil Deputy County Attorney

CITY

Authorized by Resolution No. 028-2021 passed on the 21 day of April 2021.

John Drew, Mayor

ATTEST:
Tyler Cameron, City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH

Chad Woolley
Attorney for CITY