

PROVIDENCE CITY COUNCIL MEETING AGENDA
May 12, 2015 6:00 p.m.
15 South Main, Providence UT

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

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

Approval of the minutes

Item No. 1. The Providence City Council will consider approval of the minutes of April 28, 2015 City Council meeting.

Public Comments: Citizens may appear before the City Council to express their views on issues within the City's jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per person. The total time allotted to public comment is 15 minutes. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Public Hearing 6:15 pm: Prior to making adjustments to the 2015 Budgets for all Funds (General, Capital Project, Water, Sewer, and Storm Water), including but not limited to a proposed adjustment to use funds collected in prior years (approximately 1.1 million) for the purpose of buying a building to house the City offices, 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 adjustments before action is taken. The City Council invites you to attend the hearing in order to offer your comments.

Business Items:

Item No. 1. Resolution 013-2015. The Providence City Council will consider for adoption a resolution approving adjustments to the 2015 Budgets for all funds (General, Capital Project, Water, Sewer, and Storm Water)

Item No. 2. Resolution 012-2015. The Providence City Council will consider for adoption a resolution approving the interlocal agreements between Cache County and Providence City for law enforcement services and animal control services.

Item No. 3. Resolution 010-2015. The Providence City Council will consider for adoption a resolution accepting for further consideration an annexation petition signed by Jay Rinderknecht and Barbara Rinderknecht. The property described in the annexation petition is located adjacent to the northeast boundary of Providence City (approximately 500 North 400 East); and is comprised of Parcel No.s 02-004-0013, 02-004-0014, 02-005-0003, 02-004-0015, 02-004-0019 containing 33.31 acres.

Staff Reports: Items presented by Providence City Staff will be presented as information only.

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

Executive Session:

Item No. 1. 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).

Item No. 2. The Providence City Council may enter into a closed session discuss pending litigation Utah Code 52-4-205(1) (c).

Item No. 3. The Providence City Council may enter into a closed session as allowed by Utah Code 52-4-205(1) (a)

Agenda posted the 8 day of May 2015.


Skarlet Barkhead
City Recorder

If you are disabled and/or need assistance to attend council meeting, please call 752-9441 before 5:00 p.m. on the day of the meeting.

Pursuant to Utah Code 52-4-207 Electronic Meetings – Authorization – Requirements the following notice is hereby given:

- Providence City Ordinance Modification 015-2006, adopted 11/14/2006, allows City Council member(s) to attend by teleconference.
- The anchor location for this meeting is: Providence City Office Building, 15 South Main, Providence, UT.
- Member(s) will be connected to the electronic meeting by teleconference.

1 **PROVIDENCE CITY COUNCIL MEETING MINUTES**

2 **April 14, 2015 6:00 p.m.**

3 **15 South Main, Providence UT**

4
5 Call to Order: Mayor Calderwood
6 Roll Call of City Council Members: Mayor Calderwood
7 Attendance: Jeff Baldwin, Bill Bagley, Ralph Call, John Russell,
8 Scout Troop 315
9 Pledge of Allegiance: Ryan Anderson, Troop 315

10 **Approval of the Minutes:**

11 **Item No. 1.** The Providence City Council will consider approval of the minutes of April 14, 2015 City
12 Council meeting.

13 **Motion to approve the minutes of April 14, 2015 with the following corrections: J Russell, second – B**
14 **Bagley**

- 15 • **Page 1, line 19 – add J Drew – add to attendance**
- 16 • **Page 3, Line 4 – J Baldwin feels the council is lacking information on infrastructure capacities.**
- 17 • **Page 3, Line 26 – delete**

18 **Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell**

19 **Nay: None**

20 **Abstained: None**

21 **Excused: None**

22 **Public Comments:** Citizens may appear before the City Council to express their views on issues within
23 the City’s jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per
24 person. The total time allotted to public comment is 15 minutes The City Council may act on an item, if it
25 arose subsequent to the posting of this agenda and the City Council determines that an emergency
26 exists.

- 27 • No public comments.

28 **Business Items:**

29 **Item No. 1. Resolution 007-2015.** The Providence City Council will consider for adoption a resolution
30 amending the Providence City Public Works Standards and Specification Manual by adding Drawing No.
31 C-8 Clear View Detail.

32 **Motion to adopt: J Russell, second – B Bagley**

- 33 • Rowan Cecil said in many areas of the city there are clear view violations. 300 South, Meadow
34 Lane and 500 South fences are all in violation. People feel there should be some consistency
35 throughout the city. He would like violators to be given a warning first, then fine \$25 for each
36 day the violation continues. People should know there is a fine and penalty for obstructing the
37 view. Also, many people expressed their immense dislike of the chip seal. He also received
38 complaints from four people who were not in favor of the way the Baugh property was
39 approved and many citizens were not in favor of the City Council’s vote regarding the
40 annexation two weeks ago.
- 41 • J Baldwin asked Rowan when the clear view ordinance was adopted. Rowan said 1991.
42 Everything before that was grandfathered in. J Baldwin said his understanding is that the clear
43 view ordinance would be changed, rather that it was just a drawing to make it more easily
44 understood.
- 45 • R Call asked if the current ordinance was correct or if it needed to be modified.
- 46 • C Rowan said heights appear to be okay, and 30’ appears to be okay if people are driving the
47 speed limit.
- 48 • B Bagley asked about the semi parked at 300 South and Meadow Lane. R Cecil said it hasn’t

- 1 been around for a while, but there have been a number of complaints regarding this semi.
- 2 • B Bagley asked about a fences mention in R Cecil's report. R Cecil said the two instances he
- 3 checked on, the owners were waiting to see what the City would do. The obstruction is into the
- 4 30' clear view by quite some distance.
- 5 • R Call said the ordinance is an overkill. 20' is sufficient. When you include the 30' back from the
- 6 property line and the sidewalk and park strip, it's too much. Heights should be allowed as long
- 7 as you can see over it when sitting in a car. He feels like the most dangerous places he can think
- 8 of are not protected by this ordinance.
- 9 • J Baldwin does not feel a 30' setback is too much.
- 10 • J Russell appreciated R Cecil's work, but feels this comes down to how people drive. Some
- 11 corners are just difficult. He feels 30' is appropriate.
- 12 • B Bagley asked Randy Eck if this was a problem city wide.
- 13 • R Eck said there is a problem. The drawing was supposed to help clarify and resolve the
- 14 problem. It doesn't stop what has been done in the past, but may help with future concerns.
- 15 • Mayor suggests approving the drawing tonight and then addressing the ordinance later if
- 16 needed.
- 17 • R Call said he disagrees with the ordinance, not the drawing. He feels the ordinance needs to be
- 18 corrected first. He feels the ordinance is too restrictive. He'd like to see that fixed.

19 **Vote: Yea: B Bagley, J Baldwin, J Drew, J Russell**

20 **Nay: R Call**

21 **Abstained: None**

22 **Excused: None**

- 23 • J Baldwin suggested Planning Commission address this concern.

24 Item No 2. Resolution 011-2015. The Providence City Council will consider for adoption a resolution

25 approving amendments to the Transportation Element and associated map of the Providence City

26 General Plan.

27 **Motion to adopt Resolution 011-2015 amending the Providence City Transportation Element: J**

28 **Baldwin, second – J Drew**

- 29 • J Baldwin said this has been in planning the last 6 months. Planning broke the city up into four
- 30 quadrants. These are proposed roads based on where future growth may occur. Planning
- 31 Commission tried to do a reasonable traffic plan to move traffic north and west without
- 32 overburdening only one or two specific streets. Corridors now provide secondary access to
- 33 many subdivisions and connectivity between subdivisions. Traffic with the new high school was
- 34 considered in the southwest section of town. This is just a general plan and as development
- 35 comes in it can be refined, but this map represents a uniform flow of traffic throughout the city.
- 36 • R Call mostly disagrees with the plan. He thinks it is backward looking and not forward looking.
- 37 He feels it lacks bicycle and walking paths. It is impossible to maintain the status quo of big
- 38 vehicles and big wide roads. The state cannot afford these roads so taxes have been increased
- 39 to support the infrastructure. Canyon Road is a good profile with a smaller footprint and better
- 40 utility. We cannot sustain what has been done in the past – road profile, lack of consideration
- 41 for foot or bicycle or man powered traffic, mass transit, etc. It's incomplete and ill-considered.
- 42 • B Bagley said this is a general map of movement around the city by whatever means of
- 43 transportation is used.
- 44 • R call feels like this in only about vehicles. Alternate forms of transportation need to be
- 45 considered.
- 46 • J Baldwin said the plan shouldn't be tossed just because there aren't enough bicycle paths in
- 47 existing streets.

- 1 • J Drew said this is intended to address undeveloped areas of the city and that is somewhat
2 difficult to create an entire new plan of the city with bicycle/walking paths without knowing
3 what the future needs and development will be.
- 4 • J Drew said the Highlands area needs a second means of egress around 800 East. It is not on the
5 map at all. 10th South extends right up along the deer fence and the north/south street is 800
6 East.
- 7 • Mayor said when the developer gets to that point he will have to decide where that second
8 egress will be. The city can't dictate how that can be done.
- 9 • J Baldwin said with a general outlay in place, the developers can design according to the general
10 plan.
- 11 • J Russell asked for Skarlet or Randy's opinion.
- 12 • S Bankhead said alternative routes of transportation were considered. Cache Valley Transit
13 District and CMPO were represented. Planning Commission did discuss different alternatives. A
14 public hearing was held and only one neighborhood opposed a small segment of road to be
15 added. Planning Commission did not get feedback one way or the other, but alternative
16 methods were discussed and not ignored.
- 17 • S Sanders said roads were changed to accommodate bicycles. A lot of effort went into this and it
18 is discouraging to hear that some don't like it. This is just a concept and as the land develops and
19 no plan is in place then chaos develops.
- 20 • J Baldwin commented that this has been under discussion for six months and Ralph never came
21 to any of the Planning Commission meetings. It would have been nice if he would have given his
22 input on things he felt strongly about.

23 **Vote: Yea: B Bagley, J Baldwin, J Drew, J Russell**
 24 **Nay: R Call**
 25 **Abstained: None**
 26 **Excused: None**

- 27 • J Drew asked J Baldwin if funding for the general plan had been discussed. J Baldwin said as
28 development comes in, they would carry the burden of cost for development.
- 29 • S Sanders said the plan should be reviewed and updated every year. If someone isn't happy with
30 the plan, it can be addressed in those reviews. This is the first time it has been reviewed since
31 2007.

32 Item No.3. Ordinance No. 2015-003. The Providence City Council will consider for adoption an ordinance
33 amending Providence City Code Title 4 Chapter Nuisances.

34 **Motion to make this a discussion item tonight with the intent to continue until next meeting for**
 35 **further study: J Baldwin, second – J Russell**

36 **Vote: Yea: B Bagley, J Baldwin, R Call, J Russell**
 37 **Nay: J Drew**
 38 **Abstained: None**
 39 **Excused: None**

- 40 • J Baldwin said Logan's representative had a good plan. Start with least intrusive dialogue then
41 move it forward from there. He likes that the sheriff does not show up on doorstep until a last
42 resort. Our ordinance does not have a timeframe that allows for that to happen. He would like a
43 simple flow chart that shows how the nuisance ordinance will be enforced.
- 44 • Mayor asked Skarlet to explain how the flow works under the present ordinance.
45 S Bankhead said the city gets a complaint, we investigate and if the complaint has merit we
46 contact violator by phone or by letter with a copy of the code that is in violation. We give them a
47 reasonable time period, often as long as 90 days, to give people time to come into compliance.
48 At the end of the time frame, if the person hasn't complied, we have the sheriffs department

1 follow up and issue a citation or involve Kevin Fife and prosecute. S Bankhead does not feel the
2 steps should be part of the ordinance, but rather a written policy on how staff handles
3 complaints would be more appropriate. We want to give people the opportunity to come into
4 compliance by themselves but at the same time, not be taken advantage of. We do our due-
5 diligence before we take people to task.

- 6 • J Drew said policy and ordinance are two different things. Policy should not be enumerated in
7 the ordinance.
- 8 • Mayor asked J Baldwin if he felt the City was too hasty.
- 9 • J Russell said J Baldwin said the majority of complaints are taken care of when the city informs
10 the violator. In that case the ordinance and the policy work. There is that percentage that no
11 matter what you do, there will be violators who will be a problem.
- 12 • Mayor said if we follow what Logan does, we will need more staff.
- 13 • R Call said he wrongly voted to continue this. Next meeting will be the same ordinance and he
14 will vote against it again. He does not agree with the ordinance. It has been studied long
15 enough. The only reason he voted to continue was because he does not agree with the
16 ordinance. He does not believe it will be rewritten and be less complicated. Our current
17 ordinance is too intrusive and our enforcement is by complaint rather than holding each
18 household or property to the standards of the ordinance. He favors uniform enforcement. It
19 should be simpler and easier to enforce.
- 20 • Mayor asked if R Call would be willing to rewrite the ordinance. He said he wouldn't because the
21 momentum of the council would vote against it. He does not feel we should pass any ordinance
22 we are not planning to enforce.
- 23 • Kent Dunkley commented that he does not like Logan City's ordinance or enforcement and feels
24 like they are the property police. For that reason, he does not want to live in Logan.
25 Enforcement should be on a case by case basis; then action should be taken. He does not want
26 Providence to be the same as Logan and feels there are people who won't live in Logan because
27 of the enforcement it has on residential and commercial property.
- 28 • J Drew said he does not feel like it should be an all or none situation. It will never be perfect. Mr.
29 Geier's comment was that they mostly address issues when they get complaints; they are not
30 out looking for violations. Logan has different circumstances than Providence does; 55% of the
31 City is rental properties. A more specific ordinance isn't necessarily adding more government; it
32 just makes it easier for staff and Kevin Fife to enforce the ordinance.
- 33 • R Call said he wants to vote so it isn't just continued to next meeting and discussed more.
- 34 • S Bankhead said she would like the council to consider the following paragraph as part of the
35 nuisance ordinance: *"Unless the nuisance is dangerous and detrimental to public safety, or*
36 *injurious to health; compliance, enforcement, and abatement applies to those areas visible from*
37 *a public right-of-way, generally front and side yards. Compliance, enforcement, and abatement*
38 *will apply to any portion of the property, whether visible or not from a public right of way, if the*
39 *nuisance is deemed dangerous, detrimental to public safety, or injurious to health."*
- 40 • J Baldwin said when he rewrote the ordinance he was under the impression that we wanted a
41 stricter ordinance. It may be abused if it's too restrictive. It could open the door if it is taken too
42 far.
- 43 • B Bagley asked if an Administrative Hearing Officer would necessitate adding staff.
- 44 • S Bankhead said it could be a current city council member, the mayor, appeal authority member,
45 etc. It does create a position we do not currently have, but it doesn't have to be a new hire.
- 46 • S Bankhead said our nuisance ordinance is not part of the land use ordinance so a member of
47 the appeal authority could be the AHO, but they would not be a part of the appeal authority
48 while they were acting as the AHO. Land use issues would have to be separated from nuisance

1 issues.

- 2 • J Russell said he would like R Call to write an ordinance and present it to the Council.
- 3 • R Call said he would but it will be very simplified compared to what we currently have and more
- 4 enforceable. If it is not the intention of the Council to pass a loose ordinance, he does not want
- 5 to invest the time necessary.

6 **Staff Reports:** Items presented by Providence City Staff will be presented as information only.

- 7 • R Eck: emailed report asked if there were any questions.
 - 8 ○ J Drew asked about water project on Edgehill. It is a completion from last year.
 - 9 ○ J Russell asked about Randy's thoughts regarding Nibley's recent water compromise. R
 - 10 Eck felt like they handled it very well. They cleaned up the contamination in record time.
 - 11 J Russell asked if the public works directors will be getting together to discuss
 - 12 prevention and procedure. R Eck said that will most certainly happen. What happened is
 - 13 exactly what should happen and other communities stepped up to help them out.
 - 14 ○ J Drew asked about the city wide alert system. R Eck said Nibley felt like social media
 - 15 was a great benefit. R Eck felt like there could be litigious action come out of this. Clean
 - 16 drinking water is the number one task of Public Works.
 - 17 ○ B Bagley said this has been discussed for years to get a system in place to notify citizens
 - 18 in case of emergencies. R Eck said he feels it would be a great emergency tool.
 - 19 ○ S Bankhead said she could have a representative from Smithfield come and present to
 - 20 the Council regarding a city wide alert system.
 - 21 ○ Mayor said he talked to Mayor Dustin and he said Providence was a very good neighbor.
 - 22 ○ R Eck said we need a debriefing with Nibley to see what they did right and what they did
 - 23 wrong.
- 24 • S Bankhead: Monthly financial statement for March emailed out. Legislature made ruling that
- 25 the vote by mail election for the City covers postage going out, but citizens will pay postage
- 26 coming back. This is a better method because election judges are hard to find and the county
- 27 will not set up electronic voting. Better turn out through vote by mail.
 - 28 ○ R Call said vote by mail does not certify the vote. Too much room for fraud.
 - 29 ○ S Bankhead said the county is doing its best to keep up on registered voters. This goes
 - 30 out to all active registered voters. Providence alone sent out over 400 absentee ballots
 - 31 on our election just a few years ago.
 - 32 ○ Mayor said signatures are required to certify the vote. He asked if the county does the
 - 33 mail-in ballot or the city.
 - 34 ○ S Bankhead said the city does the signature verification. Voter fraud is always going to
 - 35 be a problem, but the county does try to stay on top with current lists. Providence
 - 36 usually has about 30% voter turnout, but more would be better. Ballots can be dropped
 - 37 off rather than mailed back.
 - 38 ○ J Drew had a question about the financial statement – current year property taxes
 - 39 (general fund), higher than the 75%. Also the fire protection contract and the E-911
 - 40 service contract. County billed Providence even though the Council did not vote to
 - 41 upgrade the radios. Citizens were not billed for that so the revenues did not match. The
 - 42 money either has to come out of property taxes or it has to be added to the monthly
 - 43 utility bill. The E-911 would increase utility bills by \$1/month.
 - 44 ○ J Drew asked about water sales. Skarlet said we've had a dryer year and when people
 - 45 use more water, revenues go up.

46 **Council Reports:** Items presented by the City Council members will be presented as informational only;

47 no formal action will be taken. The City Council may act on an item, if it arose subsequent to the posting

48 of this agenda and the City Council determines that an emergency exists.

- 1 • B Bagley – checked on sales tax revenue, 15 months ago we did increase the population. He
- 2 would like to hear more discussion on the city alert system.
- 3 • J Drew – no report.
- 4 • R Call – we need to move forward on the car show. It will be at Macey’s parking lot this year.
- 5 • J Russell – no report.
- 6 • J Baldwin – no report.
- 7 • Mayor:
 - 8 ○ Presently we are taking 450,000 gallons of water out of Broad Hollow. For May we will
 - 9 go to the exchange. John Hubbard says as of now the city will get 1.5 cubic feet.
 - 10 ○ Thursday night meeting with Spring Creek Water Company concerning Edgewood
 - 11 lateral. We do have 60 shares on Edgewood lateral.
 - 12 ○ Met with Spring Creek Water Company at 300 South regarding opening/cleaning
 - 13 ditches. It is an irrigation situation and there is an ordinance stipulating they need to
 - 14 keep the ditch open and clean. SCWC will notify relevant homeowners.
 - 15 ○ Met last week with Mayor of Logan and the Mayors of the six cities regarding the
 - 16 interlocal agreement. Logan still has 67% of the vote on the Sewer Rate Committee
 - 17 (advisory) and still gets a percentage for administration and transfer fees.
 - 18 ○ Meeting with Mayors of Hyrum and Nibley was promising. Mayor felt like progress was
 - 19 made.

20 **Executive Session:**

21 **Item No. 1.** The Providence City Council may enter into a closed session to discuss land acquisition or the

22 sale of real property Utah Code 52-4-205(1) (d) and (e).

23 **Item No. 2.** The Providence City Council may enter into a closed session discuss pending litigation Utah

24 Code 52-4-205(1) (c).

25 **Item No. 3.** The Providence City Council may enter into a closed session as allowed by Utah Code 52-4-

26 205(1) (a).

27 **Motion to enter executive session: J Drew, second – B Bagley**

28 **Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell**

29 **Nay: None**

30 **Excused: None**

31 **Abstained: None**

32 **Motion to adjourn: J Baldwin, second – R Call**

33 **Vote: Yea: B Bagley, J Baldwin, R Call, J Drew, J Russell**

34 **Nay: None**

35 **Excused: None**

36 **Abstained: None**

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41 _____
Don W. Calderwood, Mayor

Skarlet Bankhead, City Recorder

Resolution 013-2015

A RESOLUTION APPROVING ADJUSTMENTS TO THE 2015 BUDGETS FOR ALL FUNDS (GENERAL, CAPITAL PROJECT, WATER, SEWER, STORM WATER)

WHEREAS Providence City desires to adjust the Fiscal Year 2015 Budgets for the General, Capital Project, Water, Sewer, and Storm Water Funds:

General Fund adjustments:

- Revenue
 - Increase Intergovernmental Revenue an additional \$3,200 for miscellaneous revenues received from River Heights for salt and an additional \$4,600 for revenue received from River Heights for library support.
 - Increase Charges for Services Revenue an additional \$18,000 baseball registration fees.
 - Increase Interest Earnings revenue an additional \$7,000.
 - Increase Miscellaneous Revenue and additional \$10,000 for perpetual care lots sales; and an additional \$721,000 from revenues received in prior years.
 - Total General Fund Revenue increase \$763,800
- Expenditures
 - Increase Public Health and Safety expense an additional \$33,000 for E911 service contract
 - Increase Cemetery expense an additional \$10,000 for the cemetery well and miscellaneous items.
 - Increase Finance and Records expense an additional \$9,000 for banking fees.
 - Increase Recreation expenses an additional \$18,000 for baseball – recreation
 - Increase Transfers to Capital Projects Fund an additional \$693,800
 - Total General Fund Expenditures increase \$763,800

Capital Project Fund Adjustment:

- Revenue
 - Increase Transfer from General Fund an additional \$693,800
- Expenditures
 - Increase Administrative Capital Purchases an additional \$693,800 for the purchase of a building to house the city offices.

Water Fund:

- Revenue
 - Increase No-Operating Income an additional \$293,000
- Expenditures
 - Increase Capital Outlay – Other an additional \$293,000 for the purchase of a building to house the city offices.

Sewer Fund:

- Revenue
 - Increase No-Operating Income an additional \$213,000
- Expenditures
 - Increase Professional & Technical Services an additional \$10,000 for engineering fees.
 - Increase Depreciation expense an additional \$30,000 for anticipated depreciation.
 - Increase Capital Outlay – Other an additional \$173,000 for the purchase of a building to house the city offices.

Storm Water Fund:

- Revenue
 - Increase No-Operating Income an additional \$18,000
- Expenditures
 - Increase Capital Outlay – Other an additional \$18,000 for the purchase of a building to house the city offices.

THEREFORE be it resolved by the Providence City Council:

- The above adjustments shall be approved.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 12 day of May, 2015.

Council Vote:

Bagley, Bill	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Call, Ralph	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Russell, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

Resolution 012-2015

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENTS BETWEEN CACHE COUNTY AND PROVIDENCE CITY FOR LAW ENFORCEMENT SERVICES AND ANIMAL CONTROL SERVICES

WHEREAS Providence City contracts with Cache County for law enforcement services:

- Cache County has submitted the attached agreement for law enforcement services starting July 1, 2015 through June 30, 2016;
 - The attached agreement states the cost to furnish service is \$48.53 per hour.
 - The contract is for 1498 hours of service for a total of \$72,697.

WHEREAS Providence City contracts with Cache County for animal control services:

- Cache County has submitted the attached agreement for animal control services starting July 1, 2015 through June 30, 2016.
 - The attached agreement states the cost to furnish service is \$32 per hour.
 - The contract is for 679 hours of service for a total of \$21,728.

THEREFORE be it resolved by the Providence City Council:

- the attached Agreements between Providence City and Cache County for Law Enforcement Services and Animal Control services shall be approved;
- The Mayor and City Recorder are authorized to execute both agreements;
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 12 day of May, 2015.

Council Vote:

Bagley, Bill	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Call, Ralph	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Russell, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

Don W Calderwood, Mayor

Attest:

Skarlet Bankhead, Recorder

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND THE
CITY OF PROVIDENCE
FOR
LAW ENFORCEMENT SERVICES

This AGREEMENT is made and entered into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Inter-local Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and **City of Providence**, a municipal corporation of the State of Utah, hereinafter referred to as "CITY."

W I T N E S S E T H:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the County of Cache through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary law enforcement protection and to enforce State laws and City ordinances (animal control not included, except for emergencies) within the corporate limits of the city of **Providence**, to the extent and in the manner hereinafter set forth.

2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.
3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish all necessary law enforcement investigation, protection and service 24-hours per day to reasonably enforce all State laws, Federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
 - B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), **NOVA program**, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.
 - C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be

determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.

- D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.
 - E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, by the COUNTY during the period of this Agreement.
 - F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:
 - i. The number and type of calls for services (incidents), and
 - ii. The number and type of citations, and
 - iii. The number and type of warnings, and
 - iv. The numbers of hours of service provided.
5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.
6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.
7. For the purpose of performing the services and functions pursuant to this agreement;
- A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have

no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.

- C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.
8. The CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or fault of the CITY, its officers, agents or employees.
 9. The COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or fault of the COUNTY, its officers, agents, and employees.
 10. The county shall include within its claims payment program any liability incurred as a result of the performance of this Agreement by COUNTY employees.
 11. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
 12. Unless sooner terminated as provided for herein, this Agreement shall be effective **July 1, 2015** and shall run for a one year period. With the consent of the Cache County Council and the **Providence City Council**, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the County Council, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in

paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period.

Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.

13. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.
14. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 **prior to January 1, 2016**, the beginning of Cache County's fiscal year. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.
15. The parties agree that the CITY will provide office space of the CITY's choice located in the CITY building for administrative functions of the deputy sheriffs working in the city. Utilities (except the telephone) and janitorial services necessary to operate the office shall be paid by the CITY. It is further agreed that such quarters may be used by the Sheriff in connection with the performance of his duties outside the CITY and adjacent thereto.

IN WITNESS WHEREOF, the **City of Providence**, by approval of the **Providence City Council**, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache, by approval of the County Council has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County

Approved as to form and as
Compatible with State law:

Craig Buttars, County Executive

ATTEST: (seal)

Clerk

CITY OF Providence

Approved as to form and as
Compatible with State law

Legal Council

Mayor

ATTEST: (seal)

Clerk

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2015 through June 30, 2016. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$48.53 per hour. State Liquor Control Funds will be expended at \$48.53 per hour. State Liquor funds are not part of the contract dollars as they are pass through funds.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$72,697	1498
TOTAL		

State Liquor Funds can be paid to the COUNTY as the CITY receives them. The CITY agrees to meet or exceed the level of State Liquor Funds identified above.

The COUNTY will supply, at the direction of the Sheriff, approximately 2227 hours additional patrol coverage as available to the CITY.

The CITY shall be charged for only one deputy when that deputy has an additional deputy in training working with them. Reserve deputies while performing their volunteer function will not charged their time to the CITY of Providence.

AGREEMENT
between
PROVIDENCE CITY AND CACHE COUNTY
for
ANIMAL CONTROL SERVICES

This AGREEMENT is made and entered into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Inter-local Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and Providence City, a municipal corporation of the State of Utah, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described animal control functions within its boundaries by the County of Cache through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary animal control and to enforce State laws and City ordinances within the corporate limits of Providence City, to the extent and in the manner hereinafter set forth.

2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of

personnel so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of employees who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).

4. It is agreed that the Cache County Sheriff's Office will furnish all *Emergency* animal control service 24-hours per day *all other animal control services will fall under regular business hours from 8:00 am to 6:00 pm Monday thru Friday* to reasonably enforce all state laws, federal statutes as far as they are applicable, and city ordinances as follows:

- A. Investigate complaints from the public regarding animal bites, nuisance, stray, uncontrolled, dangerous, wild, or diseased *domestic* animals. *Emergency animal control services will include the following: vicious animals, animal bites and traffic hazards involving domestic animals or livestock.*
- B. Patrol assigned areas, responded to calls for service, and issue citations for violations of animal regulations, ordinances, or laws.
- C. Impound stray, vicious, or diseased *domestic* animals or *livestock* according with city or state regulations, ordinance, or laws.
- D. It is agreed that the cost per hour for animal control services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.

5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, and other equipment necessary and incident to full fill animal control function.

6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.

7. For the purpose of performing the services and functions pursuant to this agreement;

A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.

B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.

C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.

8. The CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or fault of the CITY, its officers, agents or employees.

9. The CITY shall be responsible for any costs associated with the housing of animals under _____ impound.

10. The COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all

claims that arise as a result of the negligence or fault of the COUNTY, its officers, agents, and employees.

11. The county shall include within its claims payment program any liability incurred as a result of the performance of this Agreement by COUNTY employees.

12. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.

13. Unless sooner terminated as provided for herein, this Agreement shall be **effective July 1, 2015** and shall run for a one year period. With the consent of the Cache County Council and the Providence City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the County Council, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period.

Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.

14. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

15. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 within 30 days after the (beginning, middle, or end) of the CITY's fiscal year. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.

16. If the parties agree that the CITY provides office space for administrative functions of animal control, utilities and janitorial services necessary to operate the office shall be paid by

the CITY. It is further agreed that such quarters may be used by the Sheriff in connection with the performance of duties outside the CITY and adjacent thereto.

DRAFT

IN WITNESS WHEREOF, the City of Providence, by approval of the Providence City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache, by approval of the County Council has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

City of Providence

By: _____

Mayor

Date: _____

ATTEST: (Seal)

City Recorder

CACHE COUNTY

By: _____

County Executive

Date: _____

ATTEST: (Seal)

County Clerk

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from **July 1, 2015 through June 30, 2016**. The cost to furnish animal control services to Providence City is \$32.00 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 21,728	679
TOTAL	\$	

Mayor Providence City

Cache County Executive

Attest: _____
City Recorder

Attest: _____
Clerk of Cache County

Dated: _____

Dated: _____

ANNEXATION PETITION FOR PARCELS 02-004-0013, 02-004-0014, 02-005-0003, 02-004-0015, AND 02-004-0019.

We hereby certify that all of the undersigned together constitute the owners of a majority of said real property to be annexed and also are the owners of said real property to be annexed and also are the owners of more than one-third in value of said real property as shown by the last assessment rolls for taxes, and that said land is contiguous to the Corporate limits of Providence City. Please indicate which individual(s) is the sponsor/contact for this petition (up to 5 sponsors may be indicated).

Total number of acres 32.22.

Name: Jay Rinderknecht

Address: PO BOX 11 PARADISE, UT 84328-0011

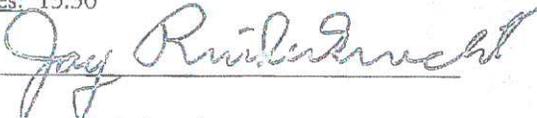
Phone: 435.512.8455

Tax I.D./Parcel #(s): 02-004-0013

Proposed Zone District Assignment: Single Family Traditional (SFT)

Total Acres: 13.30

Signature:



Name: Barbara Rinderknecht

Address: PO BOX 488 PROVIDENCE, UT 84332-0488

Phone:

Tax I.D./Parcel #(s): 02-004-0015, 02-004-0019

Proposed Zone District Assignment: Single Family Traditional (SFT)

Total Acres: 11.42

Signature:



Each owner and signer for himself says: I have personally signed this Petition; I am aware of the request for Annexation and understand the terms and conditions of this Application; I am an owner of a portion of the property above mentioned and located at or near Providence, Cache County, State of Utah, and my post office address is correctly written after my name.

ADJACENT PROPERTY OWNERS

Property Owner	Parcel Number	Property Owener Mailing Address
Ronald and Diana Zollinger	02-004-0010	1000 River Heights BLVD Logan, UT 84321
Rinderknecht LTD Partnership	02-005-0004	PO Box 488 Providence, UT 84332
JTD LEE LLC	02-005-0005	6038 N 1200 W Smithfield, UT 84335
Barbara M Trustee Rinderknecht	02-103-0001, 02-103-0002	PO Box 488 Providence, UT 84332
Ned and Cindy TRS Miller	02-004-0017	480 N 400 E Providence, UT 84332
Ned and Cindy TRS Miller	02-004-0030	480 N 400 E Providence, UT 84332
Lori B Hyde	02-004-0022	349 S East Oaks DR. Fruit Heights, UT 84037
Lori B Hyde	02-004-0021	349 S East Oaks DR. Fruit Heights, UT 84037
J Reed Bindrup	02-004-0027	450 N 400 E Providence, UT 84332
Hyrum and Shirley Henderson	02-004-0012	PO Box 133 Providence, UT 84332
STAN CHECKETTS PROPERTIES LC	02-101-0001	P.O. BOX 55 PROVIDENCE, UT 84332-0055
GARY M MEUNIER	02-004-0035, 02-004-0032	438 N 300 E PROVIDENCE, UT 84332-9615
RINDERKNECHT PROPERTIES LLC	02-102-0042	1775 E 1080 N LOGAN, UT 84341-3013

AFFECTED PROPERTY OWNERS (PARCELS BEING ANNEXED)

Property Owner	Parcel Number	Property Owener Mailing Address
Michael and Susan Williams	02-004-0014, 02-005-0003	1775 E 1080 N LOGAN, UT 84341
Jay Rinderknecht	02-004-0013	P.O Box 11 Paradise, UT 84328
Barbara M Trustee Rinderknecht	02-004-0015, 02-004-0019	PO Box 488 Providence, UT 84332



Skarlet Bankhead <sbankhead@providence.utah.gov>

Water Shares for Proposed 33 Lot Subdivision

Danny Macfarlane <danny@civilsolutionsgroup.net>

Wed, May 6, 2015 at 11:35 AM

To: Skarlet Bankhead <sbankhead@providence.utah.gov>, Randy Eck <reck@providence.utah.gov>, max pierce <max@skylineaes.com>, Brent Skinner <bskinner@netwasatch.com>

Skarlet,

One of the questions posed at our first meeting to review the annexation petition was regarding water for the proposed 33 lot subdivision. As I understand it water is not required to be provided at annexation, but at the development phase of a property. I have attached a draft, preliminary analysis of the required water shares/acre feet required for the proposed 33 lot subdivision. The requirement is 17 shares. I have also attached an irrigation water certificate for 21 shares owned by Stan Checketts that are part of the purchase of the land that was made by Stan from the Jay Rinderknecht. These shares are not pledged to any other project and are solely to be used for the proposed development up to the amount required by City code.

Thanks,

-

Danny Macfarlane, PE, President

540 West Golf Course Road, Suite B1

Providence, UT 84332

Office 435.213.3762

Mobile 435.760.7488

danny@civilsolutionsgroup.net

www.civilsolutionsgroup.net

PROVIDENCE | SALT LAKE CITY



civilsolutionsgroupinc

Leaders in sustainable engineering and planning

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

2 attachments



Stan Checketts Water Shares.pdf

324K



Water Calculations 050615.pdf

109K



civilsolutionsgroup inc.

Leaders in sustainable engineering and planning

May 6, 2015

Skarlet Bankhead
Providence City Manager
15 South Main
Providence, UT 84332

RE: Providence Subdivision Preliminary Water Calculations (500 North 400 East)

Dear Skarlet:

I am providing the water transfer requirement information per your request. According to Title 8 of the Providence City Code the proposed 33 lot subdivision at approximately 500 North and 400 East will be required to provide 0.45 acre-feet per year per ERC for indoor use and one acre-foot of water per one-quarter acre of net irrigated area, defined as 64 percent of the total area of a lot up to one-half acre or 60 percent of the total acreage of lots over one-half acre in size.

The water calculations are as follows:

Use	Units	Water Value	Total Required
Indoor Use	33 ERC's	0.45 acre-feet	14.85 acre-feet
Outdoor Use (less than 1/2 acre lot)	5.23 acres	1 acre-foot per 1/4 acre (64% of total acreage)	20.92 acre-feet
Outdoor Use (greater than 1/2 acre lot)	4.14 acres	1 acre-foot per 1/4 acre (60% of total acreage)	16.56 acre-feet
		Grand Total	52.33 acre-feet
		Total Required Water Shares (3 acre-feet per acre, per duty rate)	17.00 shares

Please let me know if you have any more questions or concerns.

Sincerely,

Danny Macfarlane, President
Civil Solutions Group
danny@civilsolutionsgroup.net
C: 435.760.7488

Spring Creek Water Company

INCORPORATED UNDER THE LAWS
OF THE STATE OF UTAH
CAPITAL STOCK - NO PAR VALUE PER SHARE

No. 2004

21.00 shares

North Field Lateral

This certifies that Stan Checketts Properties is the registered holder of twenty-one (21) shares of the Capital Stock, transferable only on the books of the Company by the holders thereof in person or by a representative thereof upon surrender of this Certificate properly endorsed.

In witness whereof, the said Company has caused this certificate to be signed by its duly authorized officers and its seal is hereunto affixed this 12th day of March, 2015.



Robert Williams
President

Shrawell Eames
Secretary / Treasurer

4 shares transferred from Certificate No. 1448
17 shares transferred from Certificate No. 1740



2015 Providence Annexation Request Utility Analysis

Parcels 02-004-0014, 02-005-0003, 02-004-0013, 02-004-0015, 02-004-0019

(Approximately 500 North 400 East Providence, UT)

Prepared For:

Providence City Corporation
Mayor Calderwood
City Council

Prepared By:

Civil Solutions Group, Inc.
Danny Macfarlane, P.E.
540 West Golf Course Road Suite B1
Providence, Utah 84332

Original Submittal: May 8, 2015



May 8, 2015

Providence City Corporation
Mayor Don Calderwood
City Council

RE: 2015 Providence Annexation Request Utility Analysis

Dear Mayor and City Council,

The annexation petition of current Cache County parcels 02-004-0014, 02-005-0003, 02-004-0013, 02-004-0015, and 02-004-0019 was denied in April due to a desire to have more information about the impacts of the development to roads, water, sewer, storm drain, and other municipal concerns. This document is in response to that request during the discussion and subsequent denial of the original annexation petition.

Since that denial the developer, Brent Skinner and his consultant, Danny Macfarlane, met with the Providence City staff, namely Skarlet Bankhead (City Manager), Randy Eck (Public Works Director), Rob Stapley (Water Department) and Max Pierce (City Engineer). The meeting occurred on Wednesday April 22, 2015 at the Providence City office. The city staff had met previously and had generated a detailed list of items of concern. This document outlines those items.

Based upon the facts and details contained in this report, accepted engineering standards, and sound engineering judgment the developer agrees to the following conditions of the annexation petition as outlined by the Providence City staff and the outcome of this report:

1. **(Water) The developer has no objection to installing a 12 inch water line in 500 North Street to the east side of the annexed parcels. It is recommended that 8 inch water mains be installed in the remaining streets. Water connectivity to the proposed annexed parcels owned by Barbara Rinderknecht needs to be reviewed and considered. The State of Utah minimum dynamic pressure is 40 psi, but the developer and Providence City agree that a minimum dynamic pressure of 50 psi will be the minimum allowed pressure in any approved development. There appears to be adequate water pressure for the area of the proposed development. The water main in 400 East Street will need to be upgraded to an 8 inch main from 300 North to 200 North, when development is proposed on the Barbara Rinderknecht proposed annexed parcels.**
2. **(Sewer) The existing 8 inch sewer main has adequate capacity and it is recommended that an 8 inch sewer main be installed in 500 North through the proposed annexed**

parcels. An 8 inch sewer main must be stubbed into the northwest corner of the parcels owned by Barbara Rinderknecht.

3. (Storm Drain) Based upon the flow rate of 40 cfs and a slope of 4% it is recommended that a 24 inch storm drain trunk line be installed in the section of 500 North east of the LDS Church property line. The size of the trunk line will reduce as it is extended east based upon engineering design.
4. (Drainage) There are no recognized, defined drainage pathways directly east of the proposed annexed parcels. There are recognized, defined drainage pathways to the north and south of the annexed parcels. It is recommended that these pathways be preserved by the future developments/property owners.
5. (Roadway) The developer agrees to install the partial street cross section in 500 North to the west edge of the annexed parcels and full city right of ways in the future developments. Development of the Barbara Rinderknecht annexed parcels would require a partial roadway cross section installation from 300 North Street to 200 North Street.



Daniel Y. Macfarlane, P.E.
Civil Solutions Group, Inc.

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1.0 Introduction

The annexation petition of current Cache County parcels 02-004-0014, 02-005-0003, 02-004-0013, 02-004-0015, and 02-004-0019 was denied on April 14, 2015 by the Providence City Council due to a desire to have more information about the impacts of the development to roads, water, sewer, storm drain, and other municipal concerns. This document is in response to that request during the discussion and subsequent denial of the original annexation petition.

Since that denial the developer, Brent Skinner and his consultant, Danny Macfarlane, met with the Providence City staff, namely Skarlet Bankhead (City Manager), Randy Eck (Public Works Director), Rob Stapley (Water Department) and Max Pierce (City Engineer). The meeting occurred on Wednesday April 22, 2015 at the Providence City office. The city staff had met previously and had generated a detailed list of items of concern. This document outlines those items.

The city staff specifically outlined the following concerns:

- **Water:**
 - A 12 inch water line in 500 North Street is requested to the east side of the annexed parcels. 8 inch water mains will be installed in all other streets.
 - There is a 2 inch water main in 400 East from 300 North to 200 North. This will need to be replaced with an 8 inch water main when the Barbara Rinderknecht parcels are developed.
 - Water Pressures need to be analyzed for annexed parcels.
- **Sewer:**
 - There is an existing 12" sewer main from 300 East west and an 8" sewer main from 300 East Street east along 500 North Street.
 - It needs to be determined if a 12" sewer main is required in 500 North east of 300 East for future development east of the annexed parcels.
- **Road:**
 - Partial Street road cross section will be required from the east boundary of the church property to the proposed annexed parcel on 500 North Street.
 - Partial Street road cross section will be required on 400 East Street from 300 North Street to 200 North Street.
- **Storm Water/Drainage:**
 - Investigate natural drainage areas to the east of the annexed parcel. Determine if drainage ways need to be maintained.

- Storm water trunk line for allowable discharge from annexed parcel and development to the east that could flow to Spring Creek for discharge. This needs to be studied.

The following section will analyze in detail the above items and make recommendations based upon current engineering standards and sound engineering judgment. The annexation map as shown on Figure 1 shows the area that is proposed for annexation. The annexation area is approximately 33 acres. The proposed parcels have road access from 500 North Street on the west. This map will serve as a basis of this report.

Figure 1. Annexation Map



2.0 Water

The existing conditions surrounding the proposed annexed parcels are as follows. There is a 12 inch water line in 300 East Street along with a 12 inch water line in 500 North Street to the east line of the LDS church property. It is recommended that by Providence City Staff that the 12 inch water line continue in 500 North Street to the property line of the proposed annexed parcels and continue east through the annexed parcel. Eventually the 12 inch water line will be required to connect to an upper pressure zone. **The developer has no objection to installing the 12 inch water line in 500 North Street to the east side of the annexed parcels. 8 inch water mains will be installed in the remaining future streets.**

Civil Solutions Group provided Providence City with elevations at key locations on 500 North Street and throughout the proposed annexed parcel. See Figure 2 below, Elevation Map.

Figure 2. Elevation Map

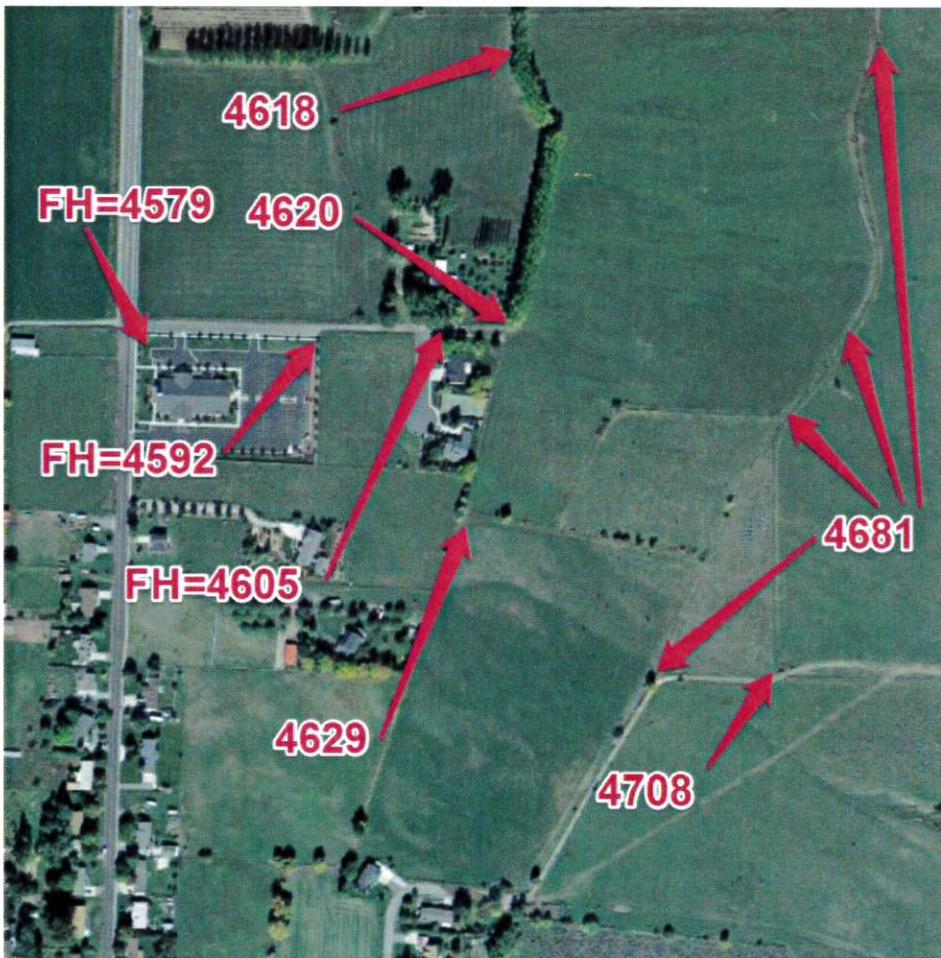


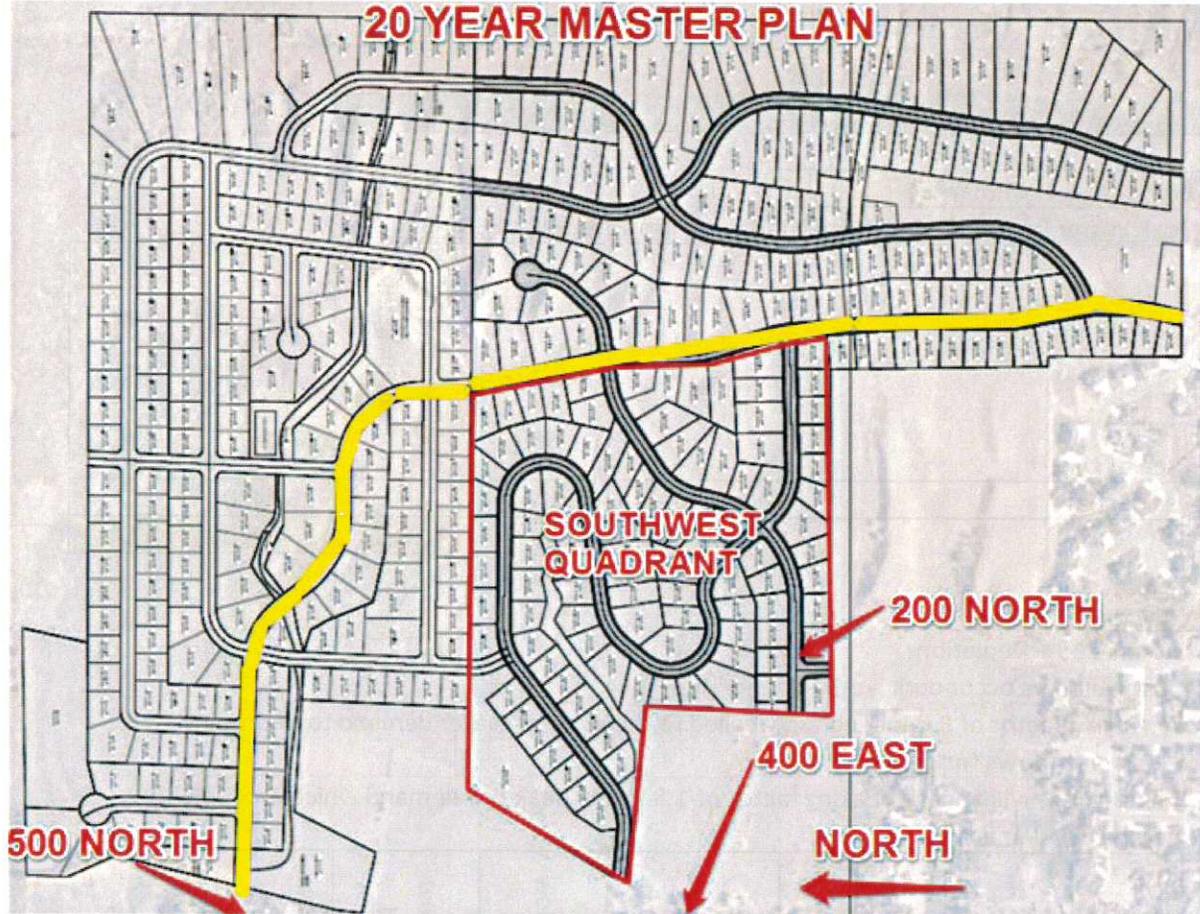
Figure 2 illustrates key elevations throughout the property that are important in determining the current and available water pressure and flow for the proposed annexed parcel. Providence City recently pressure tested the furthest east fire hydrant with an elevation of 4,605 feet. The static pressure was 90 psi (pounds per square inch) with a 5 psi drop when flow tested. The elevation at the east side of the annexed parcel, directly east of 500 North Street is 4681 feet, which represents a total elevation difference of 76 feet to the furthest east fire hydrant on 500 North Street. Each foot of elevation represents 0.434 psi of pressure drop. There is a section of the Barbara Rinderknecht property that has an elevation of 4708 feet. **The estimated pressure drop to the east side of the proposed annexed parcel, directly east of 500 North Street is 32.98 psi for a static pressure of 57.02 psi and a dynamic pressure of approximately 52.02 psi. The State of Utah minimum dynamic pressure is 40 psi, but the developer and Providence City agree that a minimum dynamic pressure of 50 psi will be the minimum allowed pressure in any approved development. There appears to be adequate water pressure in the area proposing development.**

Providence City has requested a 12 inch water main be installed in 500 North Street to the east side of the annexed parcels, which has been agreed to by the developer. The water pressures for the proposed annexed parcels are within acceptable ranges. **The water main in 400 East Street will need to be upgraded to an 8 inch main from 300 North Street to 200 North Street, when development occurs adjacent to 400 East Street.**

3.0 Sewer

Currently an 8 inch sewer main exists in 500 North Street from 400 East Street to 300 East Street. The sewer main continues west from 300 East as a 12 inch sewer main. Providence City has requested that an analysis be performed to determine the future sewer flows from the proposed annexed parcels and the future property owned by Stan Checketts in the area to the east and south. Figure 3 illustrates a conceptual master plan of portions of the proposed annexed parcels and the property owned by Stan Checketts.

Figure 3. 20 Year Master Plan



Based upon the contours within the master plan area it is reasonable that sewage flows from all areas except for the southwest quadrant be directed to 500 North Street. **The main master planned roadway from Sherwood Drive to 500 North Street is an ideal roadway for a main sewer main capable of collecting sewer flows (as shown by the yellow line in Figure 3).** The southwest quadrant is down gradient from this main roadway. Flows from the southwest quadrant should be directed to 300 North Street or 200 North Street.

An analysis of the peak day demand water flow was completed utilizing the number of homes shown on the master plan document. There are 318 residential homes in the areas outside of the Southwest Quadrant area. Each residential home is considered an equivalent residential

connection (ERC). The peak day water demand was calculated per Utah Administrative Rules R309-510-7. The wastewater flows were then analyzed based upon the peak day water demand. The wastewater flows were calculated with a 15% depletion rate, a 1.5 peaking factor to the peak day water demand and the flows were calculated over a 14 hour period (considering most of the flow occurs during 14 hours of the day). The resultant peak hourly wastewater flow is 23,169 gallons per hour or 386 gallons per minute (gpm).

Figure 4. Peak Wastewater Flow

Providence Northeast Quadrant 500 North Drainage						
Sewer and Water Analysis						
Number of Residential Lots		318	ERC			
Indoor Water Demand						
Peak Water Demand (Data from Utah Administrative Rules R309-510-7)						
Type of Use	ERC	Peak Demand per connection (gpd) ²	Total Peak Day Demand (gpd)	Total Peak Day Demand (gpm)		
Residential	318	800	254,400	177		
		Total	254,400	177		
Wastewater Flows						
*Assume 15% Depletion						
*Assume flows occur during a 14-hour period						
*A peaking factor of 3.0 is generally applied to the average water demand to determine wastewater flows for design.						
*This analysis will apply a peaking factor of 1.5 to the peak day demand which is double the average day demand.						
Total Indoor Peak Water Demand (gpd)	Peaking Factor	Adjusted Total Indoor Peak Water Demand (gpd)	Depletion (gpd)	Peak Daily Wastewater Flow (gpd)	Peak Hourly Wastewater Flow (14 hour period, gph)	Wastewater Flow (14 hour period, gpm)
254,400	1.5	381,600.0	57,240	324,360	23,169	386

The peak wastewater flow of 386 gpm was hydraulically modeled to determine if the existing 8 inch sewer main in 500 North is adequate to handle the proposed annexed parcel sewer flow and the future development. The 8 inch sewer main in 500 North Street has a slope of 2.6%,

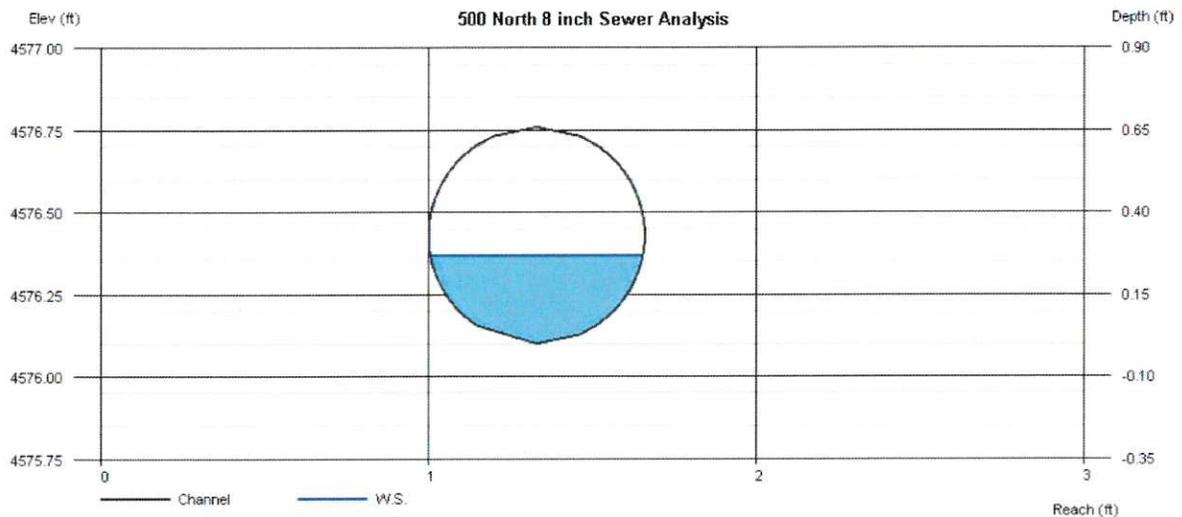
which is the shallowest slope as the sewer main continues to the east. The slopes on the continuation of 500 North Street through the proposed annexed parcels are approximately 7%.

As the sewer trunk main continues east and south the total wastewater flow will reduce and the slopes continue to be consistent with the annexed parcels. If the 8 inch sewer main in 500 North will handle the flow of 386 gpm, then the remainder of the sewer trunk main will be adequate with an 8 inch diameter main.

The hydraulic analysis was completed in Autodesk Hydraflow utilizing Mannings equation. The results of the analysis are show in Figure 5 below. The existing 8 inch sewer main with the peak wastewater flow is flowing 3.24 inches deep or 41% full. This is well within acceptable engineering standards. **The existing 8 inch sewer main has adequate capacity and it is recommended that an 8 inch sewer main be installed in 500 North through the proposed annexed parcels.**

Figure 5. Hydraulic Analysis of Existing 8 inch Sewer Main 500 North

Section	Item	Input
Channel	Section Type =	Circular
	Btm Width (ft)	-0-
	Side Slope, z:1 =	-0-
	Diameter(ft) =	0.66
	Inv Elev(ft) =	4576.10
	Slope (%) =	2.60
	n-value =	0.010
Calcs	Compute by =	Known Q
	Q (cfs) =	0.86



Depth (ft)	Q (cfs)	Area (sqft)	Veloc (ft/s)	Wp (ft)	Yc (ft)	Top/Width (ft)	Energy (ft)
0.27	0.860	0.132	6.51	0.92	0.44	0.65	0.93

4.0 Storm Drain/Drainage

Providence City staff requested that two items be analyzed in relation to the proposed annexation parcels. First there is a desire to provide a storm drain trunk line in 500 North to accommodate the allowable storm water release from each subdivision in the proposed annexed parcels and future development to the east and south. This trunk line would be continued west and discharge to Spring Creek. Second the staff would like to know if there are drainage pathways that need to be preserved from the Bear River Mountains to the east.

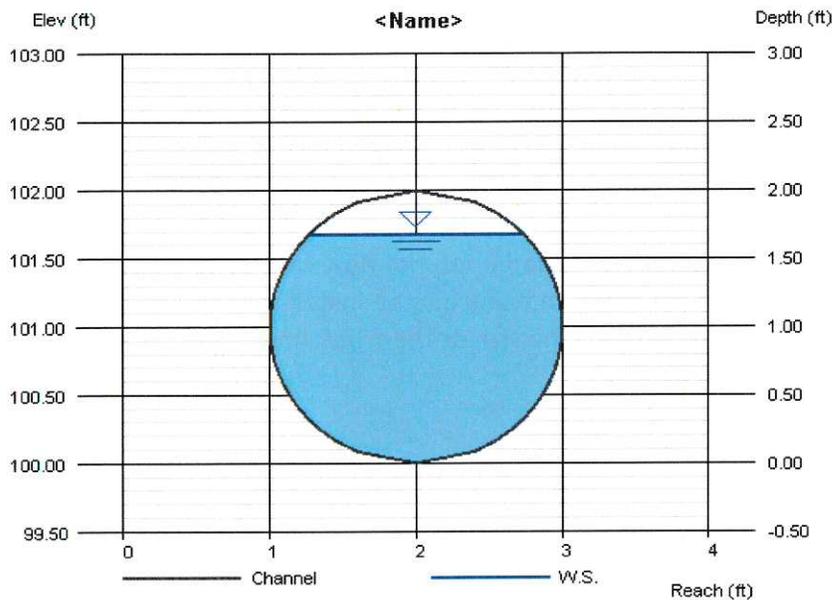
The size of the storm drain trunk line is the only item in question in relation to the first item. The developer has agreed to install the storm drain trunk line from the east side of the LDS Church parcel in 500 North through to the east side of the proposed annexed parcels. Providence City has adopted the Cache Valley Storm Water Standards. For this analysis a 0.2 cubic feet per second (cfs) per acre allowable runoff was used, which is an allowed value in the Cache Valley Standard. This rate represents the runoff that is currently allowed to runoff undeveloped property.

Similar to the sewer analysis the Southwest Quadrant area was omitted from the storm drain analysis because a storm drain trunk line would not be capable of collecting storm water runoff from the Southwest Quadrant (see Figure 3). The remaining master plan area including the proposed annexed parcels is approximately 200 acres. The allowable runoff rate of 0.2 cfs/acre was applied to the 200 acre area for a total runoff value of 40 cubic feet per second (cfs). This flow rate was hydraulic modeled for the section of 500 North Street with the shallowest slope. That section is just east of the LDS Church property line, with a roadway slope of approximately 4%. This section of pipe will be the limiting section of storm drain trunk line due to the shallow slope and the largest area of runoff collected.

Figure 6 below illustrates the hydraulic analysis. **Based upon the flow rate of 40 cfs and a slope of 4% it is recommended that a 24 inch storm drain trunk line be installed in the section of 500 North east of the LDS Church property line. The size of the trunk line will reduce as it is extended east based upon engineering design.**

Figure 6. Storm Drain Trunk Line Analysis

Section	Item	Input
Channel	Section Type =	Circular
	Bottom Width (ft)	-0-
	Side Slope, z:1 =	-0-
	Diameter(ft) =	2.00
	Inv Elev(ft) =	100.00
	Slope (%) =	4.00
	n-value =	0.015
Calcs	Compute by =	Known Q
	Q (cfs) =	40.00

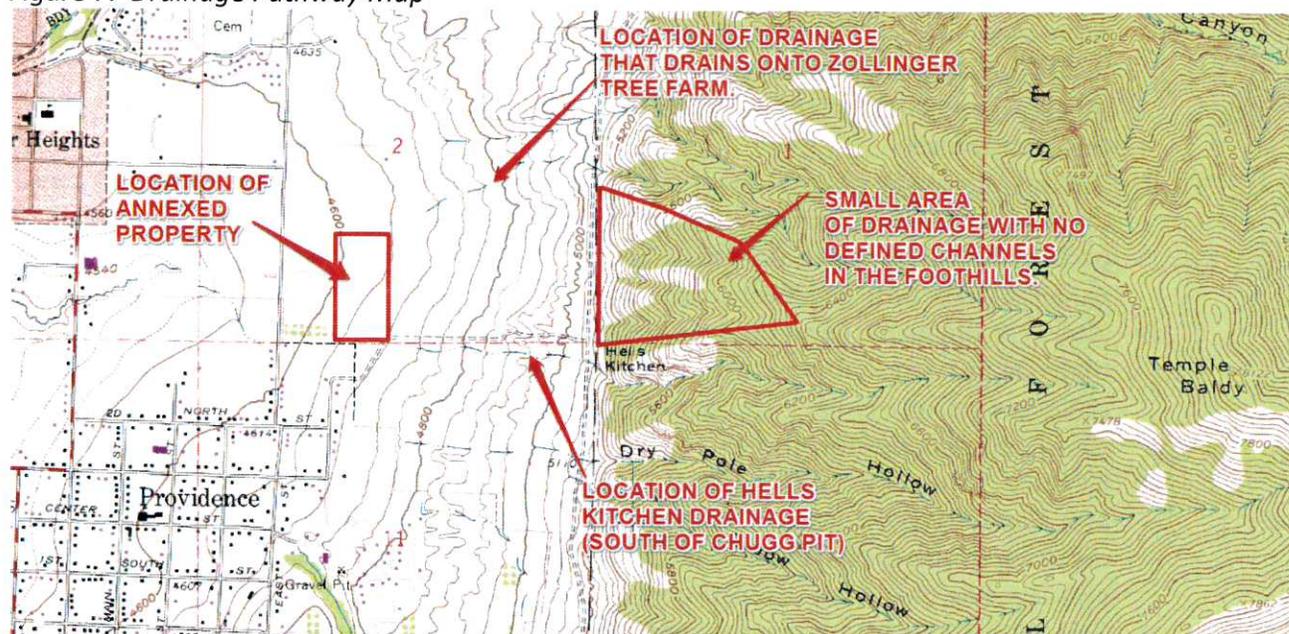


Depth	Q	Area	Veloc	Wp	Yc	TopWidth	Energy
(ft)	(cfs)	(sqft)	(ft/s)	(ft)	(ft)	(ft)	(ft)
1.68	40.00	2.619	14.19	4.64	1.96	1.46	4.81

The natural drainage ways from the adjacent Bear River Mountains were analyzed. A USGS topographical map was used to determine the analysis. Figure 7 shows the topographical map and the associated canyons and drainage ways from the mountains to the east. As it is shown Hell's Kitchen Canyon and an unnamed canyon to the north of Hell's Kitchen Canyon show defined drainage pathways. These canyons also extend from the deer fence to the top of the ridge that is visible from Providence. As illustrated on the map these pathways are both outside of the proposed annexed parcel area. The small frontal face between these canyons does not have a defined drainage way that continues into the foothills or the proposed annexed parcel area.

It is recommended that no drainage pathways be preserved within the proposed annexed parcels, but it is recommended that further development to the south of the parcels will require drainage pathway preservation.

Figure 7. Drainage Pathway Map



5.0 Roadways

The Providence City staff recommended that 500 North Street would be required to have the partial road cross section from the east side of the LDS Church to the proposed annexed parcels. Full city right of way and street improvements would be required in all streets within the proposed annexed parcels. **The developer agrees to install the partial roadway cross section in 500 North Street and full city right of ways in the future developments within the proposed annexed parcels.** Development of the Barbara Rinderknecht annexed parcels would require a partial roadway cross section installation from 300 North Street to 200 North Street.

6.0 Recommendations

The developer agrees to the following conditions of the annexation petition as outlined by the Providence City staff and the outcome of this report:

1. **(Water) The developer has no objection to installing a 12 inch water line in 500 North Street to the east side of the annexed parcels. It is recommended that 8 inch water**

mains be installed in the remaining streets. Water connectivity to the proposed annexed parcels owned by Barbara Rinderknecht needs to be reviewed and considered. The State of Utah minimum dynamic pressure is 40 psi, but the developer and Providence City agree that a minimum dynamic pressure of 50 psi will be the minimum allowed pressure in any approved development. There appears to be adequate water pressure for the area of the proposed development. The water main in 400 East Street will need to be upgraded to an 8 inch main from 300 North to 200 North, when development is proposed on the Barbara Rinderknecht proposed annexed parcels.

2. (Sewer) The existing 8 inch sewer main has adequate capacity and it is recommended that an 8 inch sewer main be installed in 500 North through the proposed annexed parcels. An 8 inch sewer main must be stubbed into the northwest corner of the parcels owned by Barbara Rinderknecht.
3. (Storm Drain) Based upon the flow rate of 40 cfs and a slope of 4% it is recommended that a 24 inch storm drain trunk line be installed in the section of 500 North east of the LDS Church property line. The size of the trunk line will reduce as it is extended east based upon engineering design.
4. (Drainage) There are no recognized, defined drainage pathways directly east of the proposed annexed parcels. There are recognized, defined drainage pathways to the north and south of the annexed parcels. It is recommended that these pathways be preserved by the future developments/property owners.
5. (Roadway) The developer agrees to install the partial street cross section in 500 North to the west edge of the annexed parcels and full city right of ways in the future developments. Development of the Barbara Rinderknecht annexed parcels would require a partial roadway cross section installation from 300 North Street to 200 North Street.

