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

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

Opening Ceremony:

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

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

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

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

Public Hearing(s): None

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

consider for adoption and ordinance amending Providence City Code (PCC) Title 10 Zoning Regulations, Chapter 1, Section 5 Amendments and Changes by adding information required with a rezone application.

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

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

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

Item No. 10. Ordinance No. 2019-022 – Code Amendment PCC 1-6-7:A: The Providence City Council will consider for adoption an ordinance amending PCC 1-6-7:A. changing the day of the regular city council meetings to the 2nd or 4th Wednesdays of the month.

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

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

Executive Session Notice:

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

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

The Providence City Council may enter into a closed session to discuss land acquisition or the sale of real property Utah Code 52-4-205(1) (d) and (e).

Agenda posted by S Bankhead the 17 day of October 2019.
Amended agenda posted by S Bankhead the 21 day of October 2019.

Skarlet Bankhead
City Recorder

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

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

- Providence City Ordinance Modification 015-2006, adopted 11/14/2006, allows City Council member(s) to attend by teleconference.
- The anchor location for this meeting is: Providence City Office Building, 164 North Gateway Drive, Providence, UT.
- Member(s) will be connected to the electronic meeting by teleconference.

Resolution 036-2019

A RESOLUTION APPOINTING RYAN SNOW AS THE CITY MANAGER FOR PROVIDENCE CITY AND ACCEPTING THE ATTACHED CITY MANAGER AGREEMENT.

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

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

WHEREAS, on August 14, 2019 the Providence City Council adopted Ordinance 2019-013, an ordinance amending Providence City Code (PCC) Title 1 Administration, Chapters 6, 7, and 12 creating the position of city manager.

WHEREAS, PCC 1-7-6:C. states, *"A City Manager may be appointed by the City Council and will serve at the pleasure of the governing body."*

WHEREAS, the City Council advertised for the position of City Manager and interviewed applicants selected from the applications received by the City.

WHEREAS, it is the desire of the City Council to:

- Secure and retain the services of the manager and to provide inducement for him to remain in such employment,
- To make possible full work productivity by assuring the manager's morale and peace of mind regarding future security; and,
- To provide a just means for terminating the manager's services when he might be unable, fully, to discharge his duties or when the City may otherwise desire to terminate his employment.

WHEREAS, the City prepared the attached City Manager Agreement.

WHEREAS, after considering the interviewed applicants, the City Council:

- Offered the position to Ryan Snow.
- Ryan Snow accepted the offer and the attached city manager agreement.

THEREFORE be it resolved by the Providence City Council:

- The attached City Manager Agreement shall be approved; and
- Ryan Snow shall be appointed serve as City Manager,
- This resolution shall become effective immediately upon passage.

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

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

Giles, Dennis	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Sneddon, Roy	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, City Recorder

DRAFT

CITY MANAGER AGREEMENT

THIS AGREEMENT made and entered into shall be and effective as of the 1st day of NOVEMBER, 2019, by and between **PROVIDENCE CITY**, STATE OF UTAH, Municipal Corporation of Utah, called "The City", and **RYAN L. SNOW**, called "Manager".

WITNESSETH

WHEREAS, the City desires to employ RYAN L. SNOW as City Manager of Providence City as provided by Ordinance No. 2019-013; and,

WHEREAS, it is the desire of the City Council of Providence City as the governing body of the City, called "Council", to provide certain benefits and establish certain conditions of employment; and,

WHEREAS, it is the desire of the Council to:

(1) Secure and retain the services of the Manager and to provide inducement for him to remain in such employment,

(2) To make possible full work productivity by assuring the Manager's morale and peace of mind regarding future security; and,

(3) To provide a just means for terminating the Manager's services when he might be unable, fully, to discharge his duties or when the City may otherwise desire to terminate his employment, and

WHEREAS, the Manager desires to accept employment as City Manager of said City,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. DUTIES. The City agrees to employ RYAN L. SNOW as City Manager ("Manager") of said City, to perform the functions and duties specified in said Ordinance No. 2019-013, and to perform other legally permissible and proper duties and functions as the Council has assigned and may, from time to time assign. The Manager shall serve as chief administrative officer of the City and shall oversee the day to day operations of all City departments. The Manager shall advise the Mayor and Council on matters of policy, procedure and business affecting the City.

SECTION 2. TERM. The term of employment under this agreement shall be for a period, of thirty-six (36) months said term to run from November 1, 2019 through October 31, 2022. This agreement shall be automatically renewed on its anniversary date for a 3-year term unless notice that the agreement shall terminate is given at least 6 months prior to the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the agreement unless Manager voluntarily resigns. Absent any subsequent modification to the contrary, the term of this agreement will be determined by negotiation of the parties with the intent that the end of such term shall be in a non-municipal election year. Otherwise, this Agreement may be terminated as set out in Section 4, below.

SECTION 3. PERFORMANCE EVALUATION. The Mayor and Council shall, at least annually, review and evaluate the performance of the Manager based on goals and objectives developed in writing and presented to and agreed upon by the Manager. Said review and evaluation shall be conducted under criteria developed jointly by the City and the Manager as set out, and as may otherwise be agreed, in writing, by the parties. The governing body shall provide the Manager with an adequate opportunity to read, review, and discuss his evaluation with the Council.

SECTION 4. TERMINATION AND SEVERANCE PAY. The Governing Body of the City may at its pleasure with or without cause, and by majority vote, remove the Manager from office. Except in removal for proven malfeasance in office or for just cause, the Council shall cause the Manager, upon his removal, to be paid any unpaid balance of his salary and accumulated Paid Time Off (PTO) due at the date of his removal together with his salary and benefits at the same rate for the next six calendar months following the date of his removal or as otherwise provided below. This severance shall be paid in a lump sum or as a continuation of salary following the existing payroll timetable.

In addition, the Employer shall pay for 6 months the cost to continue health, disability and life insurance benefits congruent those offered all benefits-eligible city employees Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

The amount of aggregate salary and benefits payable at termination as defined in this Section shall increase by one (1) month for each year of service rendered by the Manager, after completion of the third (3rd) year of employment with the city, to a maximum of twelve (12) months aggregate salary and benefits, including applicable contributions to the Utah Retirement System, including up to 50% of accrued sick leave not to exceed 240 hours, payable at termination.

Anything to the contrary notwithstanding, the Manager shall give the city not less than 30 days advance notice of his resignation.

SECTION 5. DISABILITY TERMINATION. If the Manager is permanently disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or other reasons for a period of three successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working day period, the City shall, consistent with the then applicable provisions of federal and state law (by way of example but not limitation, the Americans with Disabilities Act and/or any similar state statutes) have the option, but not the obligation, to terminate this Agreement, subject to the severance requirements set out above.

SECTION 6. SALARY. The City agrees to pay the Manager for his services an annual base salary of $105,000 and as it may, from time to time, be adjusted by the Governing Body, which salary shall be payable in installments at the same time as other employees of the City are paid.

While the Manager is employed by the City, the parties, by mutual consent, may change the base salary or any other provision of this Agreement and the City may, when deemed appropriate by the Mayor and Council, compensate the Manager above the terms of this Agreement for extraordinary and/or special services rendered.

SECTION 7. BENEFITS. All provisions of the City's Personnel Policies and all other lawful rules and regulations relating to vacation, sick leave, retirement, pension system contributions, holidays, health and life insurance, executive leave, and other fringe

benefits and working conditions as they now exist or may be amended or adopted, shall also apply to the Manager as they would to employees of the City including, but not limited to, the following:

(a) Paid Time Off (PTO) Instead of vacation and sick pay, City employees receive 120 hours paid time off that can be used for either. At the time of hire, the City Manager shall be credited with 80 hours. The remaining 40 hours will accrue throughout the first year. Beginning the second year, the 120 hours will accrue as per personnel policy.

(b) Retirement City will follow the Utah State retirement guidelines for employer contributions.

(c) Health Savings Account (HSA) Providence City currently makes monthly contributions to employee HSA accounts. The City Manager will receive contributions at the same rate as all other employees receiving benefits.

Notwithstanding any provisions of this section or this Agreement to the contrary, nothing in the City's Personnel Policies or any other lawful rules or regulations of the City shall modify or change the Manager's professional status or standing under the Fair Labor Standards Act, or similar legislation or rule.

SECTION 8. PROFESSIONAL STATUS. The manager is an educated and trained professional and consistent with the requirements of the position of City Manager, his working hours will vary. The Manager must devote much time outside of normal office hours attending the business of the City and, to that end, the Manager shall be allowed to schedule his time as he deems appropriate to accommodate the varying demands of such job-required activities as evening meetings, council meetings, legislative lobbying activities, and necessary weekend and holiday work.

The City requires that the City Manager maintain professional certifications in effect at the time of hiring and membership in Utah City Managers Association (UCMA).

SECTION 9. DUES AND SUBSCRIPTIONS. The City agrees to budget and pay for the professional dues and subscriptions of the Manager as the City may deem appropriate for his continuation and full participation in associations and organizations necessary and desirable for his continued professional participation, training, growth and advancement and for the good of the City.

SECTION 10. PROFESSIONAL DEVELOPMENT AND GENERAL EXPENSES. The City agrees, as it deems appropriate, to budget and pay for the costs of travel, lodging, miscellaneous and subsistence expenses of the Manager for professional and official travel.

SECTION 11. RESIDENCY REQUIREMENT. Employee shall be required to live within 30 miles of Providence City offices. Failure to do so may be grounds for termination.

SECTION 12. BEST EFFORTS. Employee hereby agrees to perform such functions and duties on a full-time basis (i.e. working a least 40 hours per week), to the best of his ability, and in an efficient and competent manner.

SECTION 13. OUTSIDE EMPLOYMENT. Manager agrees to devote the time and attention necessary to perform his duties in a satisfactory manner and shall not, during the term of this Agreement, seek or perform outside consulting work without the express written approval of the Mayor.

SECTION 14. INDEMNIFICATION. The City shall defend, save harmless, and indemnify Manager against any tort, professional liability claim, or other legal action or claim arising out of an alleged act or omission in performing the Manager's duties as City Manager. The City shall provide necessary insurance to cover the Manager, including errors and omissions coverage as may reasonably be required to give full effect to this indemnification covenant.

SECTION 15. BONDING. The City shall pay the cost of a fidelity bond, or theft and crime insurance or other bonds required of the Manager as may be established by applicable State law or as may deemed advisable by the Manager or the City to obtain to protect the parties hereto.

SECTION 16. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The Council, in consultation with the Manager may fix any such other terms and conditions of employment as it may, from time to time, determine; provided such terms and conditions are not in conflict with the City Manager Ordinance or state or other applicable law.

No Reduction of Benefits. The City shall not during the term of the Agreement reduce the salary, compensation, or other financial benefits of the Manager, except to the degree of such a reduction across-the-board for all employees of the City.

SECTION 17. NOTICES. Notices under this Agreement shall be given by deposit in the U.S. Mail, postage prepaid, and certified, return receipt requested, addressed as follows:

The City:

Providence City Mayor and Council
164 North Gateway Drive
Providence, Utah 84332

and

The Manager:

RYAN L. SNOW
710 East 600 North
Roosevelt, Utah

SECTION 18. ENTIRE AGREEMENT. The terms as set out constitute the entire agreement between the parties and any changes hereto shall be reduced to writing and agreed upon by both parties. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, and assigns of the parties. This Agreement shall become effective immediately upon signing by both parties and the terms shall be effective as of November 1, 2019.

If any provision or portion of this Agreement is or becomes invalid or unenforceable, then the remainder of the Agreement or portion shall be deemed severable and shall not be affected and remain in full force and effect.

SECTION 19. UTAH LAW. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of the State of Utah.

SECTION 20. ATTORNEY'S FEES AND COSTS. If any actions at law or in equity are necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and any necessary disbursements, in addition to any other relief to which the prevailing party may be entitled.

SECTION 21. WAIVER. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by The City, and The City shall be free to reinstate any such term or condition, with or without notice to the Manager.

SECTION 22. AMENDMENT. This Agreement may be amended from time to time, as mutually agreed to by the parties. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by Manager, and approved by minute motion or resolution of the City Council.

SECTION 23. ORIGINAL DOCUMENTS. This Agreement shall be executed in duplicate, with each Agreement having the same force and effect as the original Agreement.

IN WITNESS WHEREOF, PROVIDENCE CITY has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder, and the Manager has signed and executed this Agreement, both in duplicate the day and year first above written.

DATED this 15th day of October, 2019

PROVIDENCE CITY, a municipal corporation

by: _____
John Drew, Mayor

Attest:

_____
Skarlet Bankhead, City Recorder

DATED this 15th day of October, 2019

_____
RYAN L. SNOW, City Manager

Ordinance No. 2019-022

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

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

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

A. Regular Meetings:

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

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

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

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

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

WHEREAS Providence council members suggested amending the City Code to read as follows,

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

THEREFORE be it ordained by the Providence City Council:

- The attached code amendment shall be approved and the city code update to reflect the change.
- This ordinance shall become effective immediately upon passage and posting or 30 days after final passage, whichever is closer to the date of final passage.

Ordinance adopted by vote of the Providence City Council this 22 day of October 2019.

Council Vote:

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

DRAFT

Signed by Mayor John Drew this day of October 2019.

Providence City

_____

John Drew, Mayor

Attest:

_____

Skarlet Bankhead, Recorder

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