

1 **PROVIDENCE CITY COUNCIL MEETING MINTUES**

2 Wednesday February 21st, 2024, 6:00 PM

3 Providence City Office Building, 164 North Gateway Drive, Providence UT

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5 To view the video recording of the meeting please visit our YouTube channel found [HERE](#).

6
7 **HR. MIN. SEC.** in green are timestamps of the video recording.

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9 To view the monthly financial statements of the city please click [HERE](#).

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11 **Opening Ceremony:**

12 Call to Order: Mayor Alder

13 Roll Call of City Council Members: Mayor Alder – Council Members Kunz, Kirk, Sealy, Speth & Nebeker

14 Staff in Attendance: City Manager Ryan Snow, Community Development Director Skarlet Bankhead, Public
15 Works Director Rob Stapley and City Recorder Ty Cameron (Via Zoom).

16 Pledge of Allegiance: Mayor Alder

17 Opening Remarks/Prayer: Council Member Kunz

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19 **3 MIN. 15 SEC.**

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

22
23 Council Member Kirk:

- 24
- 25 • Expressed gratitude to the staff for their work on the new code and amendments and the effort they
26 put into making the City Council’s jobs easier.
 - 27 • Attended the Day at the Legislator event with the Youth Council, Council Member Kunz and
28 Mayor Alder. Has set up plans for the Youth Council to attend the Utah State Leadership
29 Conference coming up in March.
 - 30 • Easter Egg Hunt hosted by the Youth Council will be held on March 30 with more information to
31 come in the newsletter and social media. Acknowledged that last year's event was canceled due to
32 snow so they are hoping this year they will have good weather. They will be hosting two hunts,
33 one at 11 am and one at noon.

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35 Council Member Sealy:

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- 37 • Is working with Courtney Flint and Utah State University on a well-being survey to gather
38 feedback from all residents to better establish the Healthy Cities Coalition and improve the quality
39 of life in Providence. The survey aims to gather information from different demographics within
40 the city, allowing for the setting of goals and plans for the city's citizens.
 - 41 • Also worked with the Legislative Policy Committee (LPC) within the Utah League of Cities and
42 Towns organization and collaborated with Ryan Snow and Mayor Alder to understand some
43 current bills and finance tools that will affect the city and its residents.
 - 44 • Attended a broadband networking meeting in Lehi with Ryan Snow, where they met with various
45 municipalities to discuss various projects and concerns regarding fiber.

- 46 • Attended the Governor's Office of Economic Opportunity meeting and appreciated the
47 infrastructure and network they provide as well as access to information nationwide. Also attended
48 the Blacksmith Fork Irrigation Annual meeting and was impressed by the packed room. They are
49 looking forward to being able to stream meetings in the future.
- 50 • Was part of the Elected Officials Board that went to Ridgeline High School where they did a Q&A
51 with students who wanted to know more about city and local government.

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53 Council Member Speth:

- 54 • Expressed gratitude to the Public Works Department for the good conditions of the road and for
55 the clearing of the recent snowstorm. Noted that another bus driver in Providence praised the plow
56 drivers for their excellent work that made his routes easier.
- 57 • Mentioned a new bill that if passed would increase the violation of running a red light or stop sign
58 on a bus. The first offense would result in a \$1,000 fine and 20 days of community service. The
59 second offense would result in a \$2,500 fine and 20 days of community service. The third offense
60 would result in a \$3,500 fine and 40 days of community service.
- 61 • Stated that the Utah Transit Riders Union, a nonprofit organization advocating for the needs of
62 current and future transit riders, were inviting people starting May 20th to participate in a seven-
63 day challenge to take buses and transit to improve public transportation efficiency.
- 64 • CERT Training is underway and is currently being offered in various cities, starting in Smithfield,
65 North Logan and one will be in Hyrum. Citizens Emergency Response Teams are trained in
66 disaster scenarios, such as earthquakes and floods, to fill various roles and assess home conditions.
67 They help people determine if their homes are habitable and ensure they can continue to live in
68 them. CERT Training also helps with floods and other disasters, such as Logan City's slide over
69 on Canyon Road. CERT take care of food and organization, ensuring that the emergency response
70 team is organized and efficient. Overall, these citizen emergency response teams provide valuable
71 training and support for disaster management and disaster recovery. For more information you can
72 call the cities who are hosting the training.
- 73 • HAM Radio licensing day is coming up for those interested in getting their HAM Radio license.

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76 Council Member Nebeker:

- 77 • Attended the Cache School District meetings which he found enjoyable, especially as it relates
78 more to his daytime job. Noted that it was interesting to observe the school board's process of
79 increasing their pay, which was similar to the way the city does it. The board increased their own
80 pay from \$350 to \$750 a month. They also discussed various bills, including safety bills, which
81 were more concerned with education.
- 82 • Received an email from a citizen who had concerns about \$1000 gift cards that the city was giving
83 away and asked staff if they could clarify. Staff responded that the money comes from local
84 businesses, not from the city. And the money comes from individual gift cards of smaller amounts
85 that equaled \$1000 not a single \$1000 gift card.

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91 Council Member Kunz:
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- 93 • Continues to meet with Ryan Snow the City Manager to learn more about his responsibilities as a
- 94 City Council Member.
- 95 • Also went to the State Capital with the Youth Council and found in very interesting to see how
- 96 things worked and how bills got passed. Got to meet with State and Local representatives.
- 97 • Will be attending the mosquito abatement meeting this week and will report on that next time.

98
99 Mayor Alder:
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- 101 • Has been involved in lobbying for land conservation, including testifying before the legislative
- 102 committee for \$5 million in the governor's budget for land conservation.
- 103 • Attended LPC meetings to discuss important issues identified by the Utah League and engage with
- 104 representatives and senators. Emphasized the importance of letting your local representative know
- 105 about unintended consequences of bills and the need to inform them and be vocal about their
- 106 opinions.
- 107 • Is now the chair of the Cache Metropolitan Planning Organization (CMPO) and will be attending
- 108 and reporting on those meetings.
- 109 • There is an elementary school contest sponsored Utah League of Cities and Towns, asking students
- 110 to share essays from fourth to seventh grade to discuss why they love their community.
- 111 • Seeking to get letters of support for a new trail that is going to come down from Edge Hill Drive
- 112 down onto the first East that will give people a place to walk.
- 113 • Met with the School Board and the School Board Superintendent, and we were able to talk about
- 114 things that the city and them have in common, things that need to be taken care of; and it was
- 115 suggested that since the City Council has someone who comes to their meetings that the city would
- 116 like a liaison from the Board to come to City Council meetings. The Board liked that idea and have
- 117 assigned someone to represent them at City Council meetings.
- 118 • Also participated on the local leaders panel at Ridgeline High School, where they discussed their
- 119 role and political involvement with government students. Found the students to be quiet but open
- 120 to questions.
- 121 • Participated in the Cache Valley Chamber Commerce meeting where they talked about the
- 122 significant amount of money that citizens drop in Cache Valley during the summer who live
- 123 elsewhere and finding ways to bolster their involvement to get more to people to come.

124
125 Approval of the minutes:
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127 **28 MIN. 25 SEC.**

- 128 ➤ Item No. 1 Approval of the Minutes: The Providence City Council will consider for approval the
- 129 minutes of January 17th, 2024 . [\(MINUTES\)](#)

- Mayor Alder called for the approval of the minutes.
- Council Member Nebeker noted to staff the Mr. Parkinson’s, who commented during the public comment portion of the meeting, last name was spelled in various ways. Staff noted that they would correct that.

Motion to approve the minutes of January 17th, 2024 – Council Member Sealy. 2nd- Council Member Kirk.

Vote:

Yea- Council Members Kunz, Kirk, Sealy, Speth & Nebeker.

Ney-

Abstained-

Absent-

Motion passes, minutes approved.

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

- Mayor Alder opened the floor for public comment.
- Mary Hubbard, resident, asked about a recent city council meeting and the proposed 5% increase in sewer tax. She was unsure if this was on top of the usual 5% from Logan, which would make it a 10% annual increase. Staff responded that Logan sewer bill accounts for about 70% of the bill but that the 5% would not be in addition to.
- Matt Harris, resident, expressed gratitude to the city council members for their involvement in discussions about pickleball courts and finding the right location. He also mentioned the recent installation of bike lanes and structural stabilization of trails and Von Baer Park. Acknowledged the efforts of Ryan and Tara in resolving fiber issues, which included several issues. Expressed their appreciation for the pickleball project, and the decision-making process involved, stating that he was happy with the outcome.
- Mitch Shook commented on the progress of the community broadband project in Providence, highlighting the importance of broadband as a utility and the unique community of public infrastructure. He emphasized the benefits of competition and freedom for end users, leading to low rates and exceptional service. Is grateful to be part of the project and reports that citizens are using five megabits for \$10 a month, reducing their monthly subscription. Concluded by stating that the project has been a success and is grateful for the support of the community.
- Brandon Majors, resident, shared a story about a cul-de-sac up on the benches that was very popular for young teenagers and college students to party at. They built their house next to the cul-de-sac and faced disturbance from those people and their cars and loud music. To address this, they contacted the mayor and city to help resolve the issue, their neighborhood installed landscaping and a fence which led to a significant decrease in disturbances. Stated the importance of working within the rules and laws and working with the city. They believe that implementing a system that works within the rules can make everyone's life better. Is grateful for the help and support from the community.
- No further comments were made. Mayor Alder closed the public comment portion of the meeting.

Presentations/Public Hearings:

39 MIN. 45 SEC.

➤ **Item No. 2 Providence City Code 4-3 Garbage, Waste and Recycle Amendments:** The Providence City Council will take comments and questions regarding proposed amendments to the PCC 4-3 Garbage, Waste and Recycle.

- Mayor Alder called item 2, gave a brief introduction and asked staff if they would give an overview of the code before opening it up to public comments and questions.
- Ryan Snow commented that Logan city previously provided garbage service under a County service area. The city is removing this area and updating it to provide its own garbage service. This will allow the city to own trucks and permits, reducing the need for county-issued permits. The goal is to update the service to be specific to the city, rather than the County and Logan providing it. The goal is to learn and make necessary modifications as the service becomes more effective. While this is an improvement, it is not expected to be perfect as the city is still in a learning curve.
- Skarlet Bankhead discussed the difference between the private and public sectors and how Providence City is implementing new codes. The first change is the creation of an enterprise fund, which allows the city to balance its budget and manage garbage waste and recycled collection more efficiently. This change will move the funds from the general fund into its own enterprise fund, allowing for more specific rules and easier project management. The City Council has the authority to establish exemptions, third charges, and credits for garbage waste and recycle utility fees through resolutions. The Council may also fix special rates from time to time. Talked about the policy and responsibilities of the City Council, which sets the framework for the city's waste management. The City Manager, Ryan Snow, is responsible for working with staff to find the best way to meet these requirements. Emphasized the importance of understanding the differences between the private and public sectors when implementing new codes and regulations.
- Mrs. Bankhead continued. The city adopts policies to improve its operations, including garbage collection, waste collection, and recycling. These policies are based on ordinances and resolutions, and the law serves as the master plans and the why and how. One issue with the current system is that the monthly utility billing statement is more like a credit card than an itemized one. If a customer gets behind on their bill, the city may disconnect the water service unless the customer pays the bill. This is because the city doesn't differentiate between what portion of the money its going towards. Additional charges for water, garbage, and sewer are not included in the ordinances. Instead, they are one charge that encompasses the entire utility bill. This makes it appear that the ordinances are repetitive, but there is a method. In summary, the city's administrative policies aim to improve its operations and ensure compliance with State and city code requirements.
- Parties discussed the collection process. The code also discusses the handling of serious health hazards and the notices sent to individuals who contaminate garbage. The EPA identifies elements and properties that can produce potentially harmful effects.
- Mayor Alder opened the floor for public comment.

- Loretta Buckley, a resident of Providence, discussed the proposed ordinance for a garbage service and noted that the council passed at the last council meeting fee increases, which will take effect in March. The ordinance allows for a department, and staff believe they can provide the service at least as cost-effective as Logan City. They believe that Logan City has always had a proper margin on top of their billing, which will ultimately benefit Providence City moving forward.
- No further comments were made, Mayor Alder closed the public hearing for this item.

56 MIN. 35 SEC.

➤ **Item No. 3 Providence City Code 7-12 Fiber-Optic & 11-4-8 Fiber System New Code** : The Providence City Council will take comments and questions regarding a proposal to add new city code regulating the city’s Fiber Optic Network.

- Mayor Alder called item 3, gave a brief introduction and asked staff to give a quick overview of the code before opening the floor for public comment.
- Ryan Snow commented that like the recent garbage code that was discussed this code will also create an enterprise fund and new department where the revenue from the system will pay for the expenses of the system. One of our greatest benefits of an enterprise fund is it tracks its own business. This ordinance is about the creation of a fiber optic department. As mentioned before, while this is an improvement, it is not expected to be perfect as the city is still in a learning curve.
- Skarlet Bankhead noted that the State Code aims to make everything transparent and clear, separating enterprise funds into separate entities. This allows for better understanding of capital expenses and individual revenues, resulting in separate funds for sewer, water, and fiber. The Planning Commission is working on a section to go through land use into the subdivision ordinance, enabling developers to notify the city of requirements to have fiber constructed as new developments go in.
- The intent of this ordinance is to operate it as a utility. Provide broadband access to meet the needs of residents, businesses, city departments. Allow the city to manage and regulate competing demands for the use of the public right away by minimizing the installation of communication lines and facilities on and over or under the public right away. We also want to foster competition among retail internet service providers by providing open access to the city's municipal fiber system.
- Mrs. Bankhead discussed how fiber is being set up, ownership and what the responsibilities are of the city and that of the ISPs. Gave examples of other utilities the city utilizes and how fiber would work similarly. Talked about possible future boundary line adjustments with other cities and how fiber would be arranged.
- Parties discussed the public hearing process and the ability to bring this item back in the future if they did not want to approve it tonight.
- Mayor Alder opened the floor up for public comment.
- Mitch Shook commented on the importance of this ordinance and making fiber a utility for the city and its residents. Talked about powers of the City Manager as it relates to this fiber utility ordinance and not allowing for the sale of property as it should be beyond their authority. Advocated for public access rates versus private deals. Talked about House Bill 367 and its impact

on citizens interests. Asked that the council review the language of the ordinance to make sure its looking to the future as well and setting up safeguards.

- No further comments were made, Mayor Alder closed the public hearing for this item.

1 HR. 15 MIN. 40 SEC.

➤ **Item No. 4 Mobile Food Vendors PCC Introduction:** The Providence City Council will take comments and questions regarding a proposal to add new city code regulating Mobile Food Vendors.

- Mayor Alder called item 4, gave a brief introduction and asked staff to give an overview of the code.
- Ryan Snow noted that this code comes from a staff member who saw the need to have something in our code to help regulate mobile food vendors as it is a growing industry that is becoming more popular in the city.
- Skarlet Bankhead mentioned that the State has a code in place that the city has been following for quite a while but isn't specific to mobile food vendors, so adding this to our code will help us regulate and address future issues. Mrs. Bankhead discussed the business license process and how this would be incorporated into that process. Vendors who have a business license elsewhere do not need to obtain another license in Providence City. However, they must also obtain a business license specific to Providence City for city events. Commented on the importance of following State Code as closely as possible in the ordinance, using their exact definitions. This allows the ordinance to flow with changes in State Code without needing to change the ordinance.
- Mrs. Bankhead noted the need for separate business licenses for each mobile food vending unit, as the State Code provides some discretion in certain areas. Overall, the ordinance is to help establish the need for consistency and regulation in the growing mobile food industry.
- Mrs. Bankhead reviewed the licensing requirements for mobile food vendors, which are temporary structures that must be removed from the premises daily. These vendors are not permanent structures and must adhere to the review and approval process for licenses throughout the city. Discussed the hours of operation, storage, and safety measures for mobile vendors. Stated prohibitions against mobile food vendors, such as selling their logo on items like t-shirts and mugs for other companies. Additionally, mobile food vendors must go through additional background checks, like health and fire inspections.
- Parties discussed the political wording in item 3 of the findings of fact. Mrs. Bankhead noted that she would get that fixed.
- Mitch Shook commented and asked that popcorn and popcorn machines be exempt as there are a lot of events that hand out free popcorn and to make them go through the process seems extreme.
- No further comments. Mayor Alder closed the public hearing for this item.

Resolutions/Ordinances:

1 HR. 26 MIN. 55 SEC.

➤ **Item No. 5 Ordinance 02-2024 PCC 4-3 Garbage, Waste and Recycle Amendments:** The Providence City Council will review, discuss, and may take action on an ordinance that amends PCC 4-3 Garbage, Waste and Recycle. ([ORDIN. 02-2024](#))

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- Mayor Alder called item 5, gave a brief introduction, and opened the floor for council to discuss the proposed ordinance.
- Council Member Sealy commented on the wording of garbage and refuse and noted that it seemed confusing and at times redundant. Indicated that it should probably be changed back to the way it was the last time they reviewed it.
- Parties talked about the definitions of waste, green waste, and recycling. Parties gave examples of what makes up each definition or type.
- The Council noted that on line 76 it has garbage listed twice. Suggested that maybe on line 80 the word must be changed to may.
- Parties discussed the hour limitations on how long garbage cans can be placed on the road. Talked about the benefits of longer times and shorter times. Talked about garbage can placements on narrow roads.
- The parties addressed the definitions chapter in the code and how the titles, chapters and sections are set up in the city code.
- Council noted that on line 95 the word removal should be recycle.
- Mayor Alder commented on having live links in the code that will link you to other sections of the code, so the viewer doesn't have to search for it. Staff noted that we do try to link to State Code but want to try and avoid having to stay up on broken links and State Code changes.

Motion to approve Ordinance 02-2024 PCC 4-3 Garbage, Waste and Recycling Amendments with the recommended changes as have been stated in tonight meeting. – Council Member Sealy. 2nd – Council Member Speth.

Vote:
Yea- Council Members Kunz, Kirk, Sealy, Speth & Nebeker.
Ney-
Abstained-
Absent-

Motion passes, ordinance approved. City code will be updated with the new amendments.

1 HR. 45 MIN 30 SEC.

➤ **Item No. 6 Ordinance 03-2024 PCC 7-12 Fiber-Optic:** The Providence City Council will review, discuss, and may take action on an ordinance that creates new city code regulating the city's Fiber Optic Network. **(ORDIN. 03-2024)**

- Mayor Alder called item 6, gave a brief introduction, and opened the floor to council for comments and questions regarding the new code.
- The parties discussed the whereas statements in the ordinance that reference the beginning of fiber work and wondered if the dates should be changed, as work started much later then it currently states. The parties examined the contract and installations dates.
- Skarlet Bankhead informed council that the city manager is not receiving any additional powers through this ordinance that the council hasn't already given him with other departments and funds

as it relates to the sale of property and assets which is governed by State and City code. Parties explained the administration functions and responsibilities.

- Council Member Speth asked about the title of the department or fund and if it should be changed or shortened. Commented on telecommunications definitions. Parties considered titling it Fiber-Optic System. Parties talked about dark fiber.
- Council Member Nebeker asked if this ordinance was establishing or enforcing the fees. Staff responded that it is just establishing the department.
- Parties reviewed operation procedures, transfers from general fund, infrastructure and depreciation.
- Parties talked about possible easements and right of way issues as referenced in the code. Staff noted that they could strike right of way if the council wanted. Discussed accounting process and purpose of enterprises.
- Council Member Nebeker asked how residents would go about removing fiber drops if they wanted or if there was a process in place to do so. Staff responded at the moment there is not a process for residents to request that a drop be removed.
- Council reviewed the codes location within the city code and if it’s a good place to put it.
- Parties talked about continuing this out a month so they could better review the language.
- Item will be continued to March’s City Council Meeting.

2 HR. 11 MIN. 10 SEC.

➤ **Item No. 7 Ordinance 01-2024 PCC 3-13 Mobile Food Vendors:** The Providence City Council will review, discuss, and may take action on an ordinance that creates new city code regulating Mobile Food Vendors. [\(ORDIN. 01-2024\)](#)

- Mayor Alder called item 7, gave a brief introduction, and opened the floor to council for comments and questions regarding the new code.
- Council Member Sealy asked about line 27 in the code that talks about having a license within a current calendar year and if it was every 12 months from the time the license was issued. Staff responded that they notify business of renewal licenses every January regardless of when the license was issued. They are not renewed on the anniversary of its issuance.
- Parties discussed clarifying the language of selling on passenger side or right side of the road with adding curb side to be more definitive.
- The Council asked about the code referring to a recreational district and if that was needed. Staff responded that there is zoning for it so its best to leave it in.

Motion to approve Ordinance 01-2024 PCC 3-13 Mobile Food Vendors with the stated additions as have been discussed. – Council Member Speth. 2nd Council Member Kirk.

Vote:

Yea- Council Members Kunz, Kirk, Sealy, Speth & Nebeker.

Ney-

Abstained-

Absent-

387 **Motion passes, ordinance approved. New code to be added to the City code.**

388
389 **2 HR. 16 MIN. 15 SEC.**

- 390 ➤ **Item No. 8 Res. 04-2024 Amendment to City's Personnel Policies and Procedures Manual:** The
391 Providence City Council will review, discuss, and may take action on a resolution amending the city's
392 Personnel Policies and Procedures Manual Revised September 16, 2020. Section 12. Retirement, per
393 new URS standards. **(RES. 04-2024)**

- 394
395 • Mayor Alder called item 7, gave a brief introduction, and asked staff to give an overview of the
396 resolution.
397 • Staff stated that URS did an audit, and this was the only thing they found that we should change,
398 which is minor considering all that they went through. Staff recommend that the council approve
399 the resolution.

400
401 **Motion to approve Resolution 04-2024 Amendments to City's Personnel Policy and Procedures**
402 **Manual. – Council Member Kirk. 2nd- Council Member Speth.**

403 **Vote:**

404 **Yea- Council Members Kunz, Kirk, Sealy, Speth & Nebeker.**

405 **Ney-**

406 **Abstained-**

407 **Absent-**

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409 **Motion passes, Resolution approved. Changes will be incorporated.**

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411 **Agreements, Contracts, Bid Awards:** None

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413 **Plans and Other Business:** None

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415 **Study Items:**

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417 **2 HR. 17 MIN. 55 SEC.**

- 418 ➤ **Item No. 9 Unsolicited Proposal for City Waste Collection Services:** The Providence City Council
419 will discuss a contract by Clean Slate to help in assisting with the city's waste collection services.
420 **(PROPOSAL)**

- 421
422 • Mayor Alder called item 9, gave a brief introduction and indicated that Keaton Haviland from
423 Clean Slate was here to present a proposal to the city for waste collection services. Invited Mr.
424 Haviland to give an overview of their proposal.
425 • Mr. Haviland stated that this proposal aims to retain revenue generation for the city in their
426 collection services and provide additional stability for Providence city by letting Clean Slate
427 collect the city's waste. Clean Slate has trained personnel who operate garbage trucks and are
428 experienced in tire and equipment maintenance. The company has a mechanic on their team to

429 handle these issues. The company believes that the proposal highlights the council's goals and
 430 provides value to Providence city as it relates to their garbage collection needs.

- 431 • Mr. Haviland expressed enthusiasm for the city's decision to provide a front load truck for
 432 Providence City, a business they are looking to grow in as well. The truck will be used daily for
 433 garbage collection, while the backup truck will continue recycling operations. If one truck fails,
 434 the backup truck can still operate. Their company has secured arrangements with another
 435 business in the valley to dispose of green waste, ensuring that the pricing remains locked in
 436 regardless of the current rate changes.
- 437 • Parties discussed if Clean Slate has plans in place to confront growing pains or city expansions.
 438 Mr. Haviland commented that they are prepared to expand and hire more people if needed.
- 439 • Parties reviewed their services and what they would be responsible for and what the city would
 440 be responsible for.
- 441 • The council asks about bonding and insurance. Mr. Haviland responded that the trucks would be
 442 insured under their policy.
- 443 • Staff noted that the purpose of this item is to see if the council is interested in this proposal, nothing
 444 is being approved tonight. If the council is interested, then staff would sit down with Mr. Haviland
 445 and work out the details and bring it back to council.
- 446 • The council asked Rob Stapley from the Public Works Department what he thought of the
 447 proposal. Mr. Stapley responded that it looked like a good viable option and is interested in
 448 knowing more.
- 449 • Council discussed the possible benefits of hiring our own drivers who would be available to help
 450 with other city needs.
- 451 • Parties discussed how long the contract would be in effect. Staff responded that it is usually around
 452 5-7 years which is usually how long garbage trucks last. Parties talked about green waste bins.
- 453 • Council expressed that they are interested in knowing more and would be ok if staff move forward
 454 with getting more details or a drafted contract.

455
 456 **2 HR. 39 MIN. 30 SEC.**

- 457 ➤ **Item No. 10 PCC Amendments Regarding the Use and Construction of Retaining Walls:** The
 458 Providence City Council will review and discuss proposed changes to the city code that regulates the use
 459 and construction of retaining walls. **(EXHIBIT)**

- 461 • Mayor Alder called item 10, gave a brief introduction, and indicated that this is a study item. Asked
 462 staff to give an overview of the staff report.
- 463 • Mrs. Bankhead stated that the city has long had ordinances for retaining walls, but recent
 464 changes have led to a need for a more comprehensive approach. The zoning code has been
 465 amended to address the negative impacts of retaining walls in setbacks. The city is now
 466 considering adding retaining walls to the police regulations, which are part of the fence
 467 regulations. The planning commission is currently discussing this issue, with an illustration
 468 proposed to illustrate the placement of a retaining wall. The illustration will help clarify the
 469 specifications of the placement of retaining walls, as it depends on the property being held up.
 470 The commission is considering making the law clearer and encouraging people to live by both
 471 the letter and intent of the law. The illustration will be presented after the public hearing, and the

commission will continue to work on improving the law to ensure a more effective and efficient retaining wall system.

- Mrs. Bankhead continued that the city is facing issues with retaining walls, which are not engineered and do not meet building code requirements. The Cache County building department has been contacted to address this issue, but the city does not require every wall to be engineered. They will allow people to build walls under three feet but are more concerned over walls that are over three feet due to the amount of dirt and material being retained and moved.
- This staff report introduces a proposal to address these issue, using graphics to illustrate placement and illustrate the proposed changes. The goal is to make the building and walls safer and more visible to neighbors, as well as to ensure that people can see the sidewalk when leaving their driveway. The proposed bill will ensure that the wall is built correctly and holds the desired material, making it safer for people to interact with the building and surrounding area.
- Parties discussed the need for safe walls being built, as some walls that are holding dirt and rocks are falling down causing unsafe conditions. Council hopes to slow down construction of these unsafe walls and implement an ordinance to protect homeowners and prevent foundation falls or accident's. Parties believe that having an engineering requirement is more beneficial than relying on ordinances and code enforcement.
- Bob Washburn, resident, commented on the issue and suggested that it is a land use issue and should maybe go through the planning commission for review and comments. Noted the importance of getting this issue corrected and making sure the process in clear and easy to follow while also providing safety measures for the homeowner and their neighbor. Commented on agricultural lots, slope and grading as it relates to retaining walls.
- Loretta Buckley, resident, commented that these restrictions and guidelines should only apply to residential lots and not agricultural ones. Has gathered data on some of the slopes and grading in the city and issues they are seeing. Discussed the setback requirements and sensitive areas.
- Staff commented on slope and grading and the current requirements for home building on the benches. Parties discussed developers' rights, rock walls and elevation complaints they receive from residents who's neighbor has built a wall next to their property.
- Parties discussed the next steps for this item and the public hearing process. Council talked about letting the planning commission review this and make comments and suggestions before it comes back to council. Council agreed to let the Planning Commission review and discuss the amendments.

3 HR. 15 MIN 40 SEC.

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

Ty Cameron (City Recorder)

- Had nothing to report.

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Rob Stapley (Public Works Director):

- Commented on snow plowing in the city from this recent storm and that they did receive a lot of complaints but noted that with storms like these their main concern or priority are the main roads, so some residential roads get postponed until the main roads are good and clear.
- Noted that there were three large developments underway that him and his crew are trying to stay on top of.
- Council Member Speth commented on issues of snow needing to be rolled to the north in his area in order to keep the sidewalk and drains clear. Mr. Stapley responded that it is a tight road and requires a few run throughs in order to get all that snow to the north and that it sometimes depends on the storm.

Skarlet Bankhead (Community Development Director):

- Reported that there had been an uptick in winter parking violations and are doing their best to educate and inform residents and businesses of the restrictions. Sheriff's department has been out and about ticketing people.
- Has received some complaints about cans being knocked down on 200 W but noted that 200 W is a county road so the city is not responsible for plowing that road.
- Recreation is right around the corner and registration has begun and it looks like we are going to have a good recreation year.
- Staff continue to review plats for ongoing developments in the city. Noted that her team is busy but not swamped.
- Informed that the Council will be seeing some code amendments in the near future that will be coming from the planning commission.
- Compliments Council for staying on top of all the new bills that are getting passed.

Ryan Snow (City Manager):

- Reported that it is grant season and is working on quite a few grants for the city. Have applied for the safe routes to school program and were granted 2 of the 3 phases that we applied for. The City has also applied for to RAPZ grants, one for a playground at Bragger Park and the Edgehill trail. The deadline is March 1st. Working on the Utah Outdoor Recreation grant with the Mayor and his looking to get some support letters help push that through. Also working on a grant for land and water conservation that would provide a park on the east side of the city.
- Starting on the design for the safe routes for school on 1st east. Skate Park is still in the design phase but are working on finalizing that.
- Reported that we have 1, 144 users on the fiber optic system and continued installs for the next 2-3 weeks. Discussed the upcoming fee and the Councils future decision on how that will play out.

Motion to adjourn meeting. – Council Member Sealy. 2nd – Council Member Kunz

556 **Vote:**
557 **Yea- Council Members Kunz, Kirk, Sealy, Speth & Nebeker.**
558 **Ney-**
559 **Abstained-**
560 **Absent-**

561
562 **Motion passes, meeting adjourned.**

563
564 **Next meeting March 20th, 2024.**

565
566
567 **Minutes approved by vote of Council on _____ day of _____ 2024.**

568
569
570
571
572 _____
573 **Kathleen W Alder, Mayor**

Ty Cameron, City Recorder

Ordinance No. 03-2024

AN ORDINANCE ADDING NEW CODE TO GOVERN AND REGULATE THE CITY'S FIBER OPTIC NETWORK. CITY CODE TITLE 7: PUBLIC WAYS & PROPERTY, CHAPTER 12: MUNICIPAL FIBER-OPTIC SYSTEM USE AND WHOLESALE SERVICE, SECTIONS: 1-15 .

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 Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of each municipality and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values in areas that may be considered sensitive, including but not limited to fire danger, slope, and soil content.

WHEREAS, Providence City received and reviewed the Providence Fiber Feasibility Study prepared by Susan Becker, Zions Public Finance, Inc. back in 2020.

WHEREAS Providence City passed a resolution declaring the intent of the city council to proceed with the installation of fiber throughout the city which was approved on the 15th of July 2020.

WHEREAS Providence City contracted with Strata Networks for the installation of said fiber network throughout the city.

WHEREAS, the Providence City Council recognized the importance of technology and the ability to deliver bandwidth and speed to support advancing technologies and their data usage; and now recognizes the need to establish a department to manage and maintain that fiber network.

WHEREAS the purpose of this ordinance is to create and establish a municipal fiber-optic department for and on behalf of Providence City and its residents.

WHEREAS, The Providence City Council held a public hearing regarding this proposed new code on February 21st, 2024, taking comments, questions, and recommendations from the public.

WHEREAS, the City Council desires to create a new code to establish provisions to regulate and govern the city's Fiber Optic System

WHEREAS, The City Council motions to approve this ordinance and have incorporated into the city code the attached code review that establishes the department, definitions,

48 requirements, services, limitations, prohibited acts etc. for the city’s new fiber optic
49 system.

50

51 THEREFORE, be it ordained by the Providence City Council;

- 52 • The attached code shall be approved and added to the city code.
- 53 • This ordinance shall become effective immediately upon passage.

54

55 Passed by vote of the Providence City Council this _____ day of _____ 2024.

56

57

58 Council Vote:

59

60 Nebeker, Jeff	() Yes	() No	() Excused	() Abstained	() Absent
61 Kirk, Carrie	() Yes	() No	() Excused	() Abstained	() Absent
62 Kunz, David	() Yes	() No	() Excused	() Abstained	() Absent
63 Sealy, Jeanell	() Yes	() No	() Excused	() Abstained	() Absent
64 Speth, Brent	() Yes	() No	() Excused	() Abstained	() Absent

65

66

67

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69

70 _____
Kathleen Alder, Mayor

71

72 Attest:

73

74 _____
Tyler Cameron, Recorder

75

76

PCC 1-3-2 Definitions

Additions related to the fiber system.

Access means ~~to or~~ use of the fiber system ~~in the form of either broadband transport services.~~

Conduit means a tube, duct, structure, boxes or other device designed for enclosing ~~telecommunication~~ fiber optic transmission lines, wires or cables.

Customer means a retail or wholesale user of the fiber-optic system.

Dark fiber means ~~excess capacity~~ unlit fiber optic ~~strands~~ transmission lines in the ~~metropolitan area~~ network that ~~are~~ available for ~~future use by public agencies, telecommunications service companies, and customers.~~

Demarcation point means the point of connection on an Optical Network Terminal or Network Interface Device at which the municipal fiber-optic system ends, and a point of interconnection is established for the customer's use

Fiber facilities or infrastructure means ~~wires, cables,~~ conduit, transmission lines, switches, transmission equipment or other equipment for use in transmitting ~~or processing telecommunications~~ services or for providing support or connection to such equipment.

Fiber-optic transmission line cable means a high-speed data transmission medium. It contains tiny glass or plastic filaments that carry light beams. ~~Digital data is transmitted through the cable via rapid pulses of light.~~

Internet service provider (ISP) means a retail broadband service provider.

~~*Local area network* means a computer network that interconnects computers in a limited area such as a building or a utility facility.~~

~~*Metropolitan area network* means the city-wide broadband digital network comprised of municipal fiber-optic system facilities that are owned by the city that interconnects a number of local area networks owned by the city, public agencies and customers.~~

Municipal fiber-optic system means the city owned fiber-optic system, including all fiber, facilities, equipment, and appurtenances.

~~*Point of delivery* means the physical point at which the metropolitan network ends, and the public agency's, the city's, or customer's local network begins.~~

~~*Service* means any future or current, retail or customer broadband service which may be transported utilizing the fiber-optic system.~~

Services means those intangible goods or personal benefits offered, provided, or sold to a competent entity individual of a residence.

Subscriber means a current ~~or potential provider~~ ISP customer.

~~*Transport* means broadband transport service consisting of Ethernet services as supported by the municipal fiber-optic system.~~

CHAPTER 7-12 MUNICIPAL FIBER-OPTIC ~~INTERNET~~-SYSTEM USE AND WHOLESALE SERVICE

- 7-12-1 Intent and Purpose
- 7-12-2 Department Created and Enterprise Fund Established
- 7-12-3 Definitions
- 7-12-4 Applicability
- 7-12-5 No obligation to Provide Serve
- 7-12-6 Transfer of Rights Prohibited
- 7-12-7 Service Charges, Billing and Delinquency
- 7-12-8 Limitations
- 7-12-9 Rights of Way
- 7-12-10 Liability for Interruptions
- 7-12-11 Shut-Down for Repairs
- 7-12-12 Interference with the Fiber System
- 7-12-13 Tampering with Fiber System Prohibited
- 7-12-14 Protection of the Customer's Equipment
- 7-12-15 Theft of Access or Use

7-12-1 Intent and Purpose

- A. It is the intent and purpose of this chapter to provide a municipal fiber-optic ~~internet~~ system (fiber system) throughout the city which will:
 - 1. Operate as a utility.
 - 2. Make fiber optic infrastructure available ~~Provide broadband access~~ to meet the needs of residents, businesses, city departments, and public agencies within the city.
 - 3. Allow the city to manage and regulate competing demands for the use of the public right-of-way by minimizing the installation of duplicative communications lines and facilities on, over or under the public right-of-way.
 - 4. Foster competition among retail internet service providers (ISP) by providing open access to the city's municipal fiber system.
 - 5. Encourage economic development by attracting businesses that require large amount of bandwidth for their operations.
 - 6. Provide for higher amount of bandwidth in residential homes.

7-12-2 Department Created and Enterprise Fund Established.

The Municipal Fiber-Optic System Department ("Department") is hereby created and established as an enterprise fund to administer the operations and maintenance of the fiber system.

- A. The ~~Municipal Fiber-Optic System~~ Department shall perform the functions and have the authority, as set forth in this chapter, for managing, regulating, and controlling the city's fiber system metropolitan area network, including, but not limited to, the power and authority:
 - 1. To operate, manage, and maintain fiber system facilities owned by the city ~~in the right-of-way to the point of delivery to public agencies, the city, telecommunications service companies, and customers within the city, either as a public-private partnership or solely operated by the city;~~
 - 2. To extend and improve a high capacity metropolitan area network, and to use excess capacity thereon to provide access to network services, high capacity internet, dark fiber, and other telecommunications services.
 - 3. To make such rules and regulations as ~~are~~ necessary for the operation of the fiber system ~~both inside and outside the city limits.~~
- B. All fiber system facilities, equipment, property, and property rights ~~and interests in the right-of-way to the point of delivery, owned or acquired by the city for the purpose of the institutional network, inasmuch as they relate to or concern the fiber system,~~ are hereby transferred to the fiber system utility department.
- C. ~~Any future transfer or sale of the fiber system utility shall be conditioned upon continued ownership in perpetuity by the city of any joint use primary or secondary conduit.~~

- D. ~~Rates and charges for the use of the city's fiber system by public agencies, the city, and customers shall be set at a level to ensure full cost recovery, including not less than the city's costs of operation and maintenance of the fiber system, future capital needs, and fund resiliency.~~
- E. The city staff may adopt policies, consistent with this chapter and any ordinances and/or resolutions adopted by the city council, to assist in the application, administration and interpretation of this chapter ~~and any ordinance and/or resolution related to the fiber system.~~

7-12-3. Definitions for this chapter are found in Chapter 1-3 Definitions and Construction of this Code.

7-12-4. Applicability

The provisions of this chapter shall apply only to the delivery of access to and related services for the city owned fiber system. Nothing herein shall be construed or deemed to be an offering by the City to provide retail service, or to regulate the delivery of communications or data services over or across lines, facilities, or equipment owned by a private communications provider, or which may be in the public right of way pursuant to a franchise, lease, or other license or privilege granted by the city.

7-12-5. No Obligation to Provide Service.

The city shall have no obligation to provide access to any provider or subscriber. The city reserves the right to limit or refuse access at its sole discretion, provided access shall not be limited or denied in a manner that is inconsistent with applicable federal, state or local law or regulations.

7-12-6 Transfer of Rights Prohibited

All rights to access and any rights or privileges arising under the provisions of this chapter shall not be transferred to any person or entity without the express written approval of the city.

7-12-7 Service Charges, Billing and Delinquency.

- A. Service rates and fees.
 - 1. The service rates, penalty fee for delinquency in payment, inspection fee and other charges incidental for fiber services shall be fixed from time to time by resolution enacted by the city council.
 - 2. The city council may from time to time promulgate rules for levying, billing, guaranteeing and collecting charges for fiber services and all other rules necessary for the management and control of the utility.
 - 3. The city council may establish exemptions, surcharges and credits to the fiber utility fee by resolution.
 - 4. The city council may from time to time fix by resolution ~~special~~ rates and conditions for users making use of the fiber system ~~under exceptional circumstances, upon such terms and conditions as they may deem proper.~~
- B. Billing.
 - 1. The fiber system service charges imposed by this chapter shall be added to the monthly utility billing.
 - 2. The city shall furnish to each customer, electronically, or by mail, or leave at the user's place of residence or usual place of business, a written or printed statement listing, the amount of fiber service charges assessed, the place of payment and date due, once each month or at such other regular interval as the city council shall direct.
 - 3. If any customer fails to pay the fiber system charges within 30 days of the due date, the city may disconnect the fiber service.
- C. Delinquency
 - 1. If the fiber service is disconnected for nonpayment of charges, before the service may be resumed, all delinquent fiber system charges must be paid to the city or arrangements made for their payment in a manner satisfactory to the city.

2. In the event the fiber service is disconnected for nonpayment, before the fiber service can be reconnected, the customer shall pay, in addition to all delinquent charges, such extra charge for turning the fiber service off and on as the city council may have established by resolution or ordinance.
 - a. Furthermore, in addition to such payments and penalties, a delinquent customer may be required to make and file a new application and deposit if the previous deposit has theretofore been applied to the payment of delinquent bills.
3. The city is hereby authorized and empowered to take all action necessary to enforce collection, including, but not limited to, the commencement of legal proceedings in a court of proper jurisdiction seeking judgement for all of the amount of the delinquent fees and service charges and all costs of collection, including court costs and reasonable attorney fees.

7-12-8 Limitations

- A. Fiber system access may be supplied under a given rate schedule provided that the fiber system can meet the requirements of the rate schedule applicable thereto. The city shall not be obligated to construct extensions ~~of or~~ install additional facilities necessary to meet a customer's needs, except as explicitly authorized by the city.
- B. ~~Nothing herein shall be construed or deemed to prevent the city from negotiating separate contracts with any customer solely for the purpose of obtaining assistance in constructing or installing additional infrastructure for the benefit of said customer.~~

7-12-9 Rights of Way

- A. At the city's discretion in order to receive access, transport, or infrastructure services, the city may require the customer and/or the land owner's dedication or the conveyance of a utility easement in order to facilitate the installation, operation, and maintenance of the city's fiber system, over, across and upon property owned or controlled by the customer/land owner.
- B. Such utility easement may also be used for the purpose of connecting and providing access to other customers of the city. Such utility easement shall permit access thereto by authorized representatives of the city both for initial installation and for maintenance and/or repairs thereafter at all reasonable hours or at any time in any emergency.

7-12-10 Liability for Interruptions

- A. The city shall not be liable for any loss, injury, or damage of any kind, including but not limited to consequential, special, and punitive damages, resulting from the interruption, reduction, loss or restoration of access from any cause, including without limitation any loss by fire, flood, accident, casualty, sabotage, terrorist act, strike, labor slow-down, act of God or the public enemy or failure or inadequacy of the fiber system.
- B. The city disclaims any express or implied warranty of merchantability or fitness for a particular purpose and the delivery of access to any customer shall not be construed as or deemed to be the delivery of goods under the Utah Uniform Commercial Code.
- C. By acceptance of transport or infrastructure, the customer agrees to, and shall be deemed to, waive all claims for damage or loss to the customer's lines, facilities or communications equipment caused by any act or commission of the city, ~~however, nothing herein shall be deemed or construed as a waiver of any claim for damage or liability arising out of the gross negligence or malicious act of the city, or its agents.~~

7-12-11 Shut-Down for Repairs

For the purpose of making necessary repairs, upgrades, or changes to the fiber system, or to avoid damage to property or to persons, the city may without prior notice to the customer suspend access for such periods as may be reasonable necessary to make such repairs, upgrades or changes and the city shall not be liable for damage of any kind, direct or indirect, because of such discontinuance of access.

7-12-12 Interference with the Fiber System

Code Amendment Page 3 of 4

New chapter – Chapter 7-12 Municipal Fiber-Optic Internet System

01-27-2024 DRAFT

- A. The city may refuse to supply access where there is a possibility that the delivery of such may seriously impair or disrupt any other customers, or which may disrupt the operation of the fiber system.
- B. The city may discontinue or disconnect access for a customer if the customer, by their use of the fiber system, impairs any other customer's use of the fiber system.
- C. The city may, without prior notice, suspend or disconnect any customer using the fiber system for the purposes of delivering any virus, spam, spyware, denial of service attacks, or any other illegal or malicious purpose which has the effect of or is intended to impair or impede the operation of the fiber system, the internet, or any public or private computer or computer network connected thereto or for the purpose of obtaining illegal or unauthorized access to other computers or networks connected to the fiber system.

7-12-13 Tampering with Fiber System Prohibited

- A. No person shall connect to, adjust, tamper with or make any alteration or addition to the fiber system owned by the city, without having first obtained written permission from the city.
- B. Any person who causes damage to the fiber system owned by the city shall be liable to the city for any damage proximately cause by such unauthorized connection, adjustment, tampering, alteration or addition to such fiber system.

7-12-14 Protection of the Customer's Equipment

The customer is solely responsible for the selection, installation and maintenance of all equipment and wiring on the customer side of the demarcation point. The customer shall install and maintain suitable protective devises and equipment to protect life and property from harm or injury and the city assumes no duty to warn or otherwise assist the customer in the selection or use of such protective devices.

7-12-15 Theft of Access or Use

It shall be unlawful for any person to make any connection to or install or construct any facility or equipment with the specific intent of obtaining access from or making use of the fiber system, without paying for such access or without paying the fees and charges established by the provisions set forth in this chapter.

7-12-16 Violations and Penalties

Any violation of the provisions of this chapter shall be deemed a Class B misdemeanor and shall be subject to the penalties prescribed for such violations under Chapter 1-4 of this code.

1 **Ordinance No. 04-2024**

2
3 AN ORDINANCE AMENDING CITY CODE TITLE 10 ZONING REGULATIONS;
4 CHAPTER 9 SUPPLEMENTARY REGULATIONS WITHIN ALL DISTRICTS;
5 SECTIONS 1-7.

6
7 WHEREAS UCA § 10-3-701 states, “except as otherwise specifically provided, the
8 governing body of each municipality shall exercise its legislative power through
9 ordinances.” And

10
11 WHEREAS UCA 10-3-702 states that ‘the governing body may pass any ordinance to
12 regulate, require, prohibit, govern control or supervise any activity, business, conduct or
13 condition authorized by this act or any other provision of law’; And

14
15 WHEREAS, the city is requesting changes to clarify the clear view area and add
16 regulations for residential driveways. The city receives many questions and often
17 complaints about the clear view areas near intersections. It is the intent of the proposed
18 changes to address trees, vegetation, landscaping features, and lot grading that may
19 impact the clear view area.

20
21 WHEREAS, The Providence City Planning Commission held a public hearing regarding
22 these proposed amendments on February 28th, 2024, taking comments, questions, and
23 recommendations from the public. The Planning Commission made the following
24 motion:

25
26 **Motion to recommend to the City Council that they approve the amendments to**
27 **City Code 10-9 in accordance with the findings of fact, conclusions of law and**
28 **conditions as laid out in the staff report. – Bob Washburn. 2nd – Robert Henke.**

29 **Vote:**

30 **Yea- Robert Henke, Michale Fortune, Bob Washburn & Shelly Nazer**

31 **Nay-**

32 **Abstained-**

33 **Absent- Joe Chambers & Brian Marble.**

34
35
36 WHEREAS, The City Council motions to approve and have incorporated into the city
37 code the attached code review that establishes the amendments to PCC 10-9.

38
39
40 THEREFORE, be it ordained by the Providence City Council

- 41
 - The attached referenced code shall be approved and added to the city code.
 - This ordinance shall become effective immediately upon passage.

42
43
44 Passed by vote of the Providence City Council this _____ day of _____ 2024.

45
46

47 Council Vote:

48

49 Nebeker, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
50 Kirk, Carrie	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
51 Kunz, David	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
52 Sealy, Jeanell	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
53 Speth, Brent	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

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Kathleen Alder, Mayor

60

61 Attest:

62

63

Tyler Cameron, Recorder

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65

Code Amendment Review				
Prepared by: S Bankhead	Date: 02/28/2024	Land Use	Yes: X	No:
Code Title: 10 Zoning Regulations	Title Chapter: 9 Supplementary Regulations Within All Districts	Chapter Section: 10-9-1 Applicability 10-9-2 Corner Lot Clear View Areas Obstruction 10-9-3 Irrigation Waters 10-9-4 Frontages; Curb, Gutter And Sidewalk 10-9-5 Lot Area; Other Buildings Residential Driveways 10-9-6 Accessory Buildings Lot Area; Other Buildings 10-9-7 Lot Area; Accessory Buildings		
Applicant: City Staff				
Abbreviations & Authority:				
<ol style="list-style-type: none"> Utah Code Annotated: UCA The UCA references are summarized in this analysis. For a complete details and code requirements, please review the online Utah Code at: https://le.utah.gov/xcode/code.html Providence City Code: PCC The PCC references are summarized in this analysis. For a complete details and code requirements, please review our online city code at: https://providence.municipalcodeonline.com/book?type=ordinances#name=Preface Recommendation: Planning Commission (PCC: 10-4-4:B.1) Legislative body: City Council 				
Background Information:				
<ol style="list-style-type: none"> The city staff are requesting changes to clarify the clear view area and add regulations for residential driveways. City staff receives many questions and often complaints about the clear view areas near intersections. It is the intent of the proposed changes to address trees, vegetation, landscaping features, and lot grading that may impact the clear view area. It has also come to the attention of city staff, that home placement, landscaping features, and lot grading for lots on or near curves may also impact an intersection clear view. A brief item is proposed to allow the city to require studies for sight-triangles involving intersections and nearby curves, when necessary. City staff also receives questions about driveway access. The proposed section for residential driveways establish regulations and address concerns that have come to city staff's attention. The planning commission reviewed the proposed draft on January 10 and 24, 2024. Their comments have been incorporated in the attached draft. The planning commission held a public hearing on February 28, 2024 and suggested adding “. . .permit them to safely anticipate . . .” to line 60. The attached draft includes the planning commission suggestion. 				

FINDINGS OF FACT:

- UCA 10-3-701. Legislative power exercised by ordinance. Except as otherwise specifically provided, the governing body of each municipality shall exercise its legislative powers through ordinances.
- UCA 10-3-702. The governing body may pass any ordinance to regulate, require, prohibit, govern control or supervise any activity, business, conduct of condition authorized by this act or any other provision of law.
- UCA 10-9a-102 Purposes – General land use authority.

A municipality may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the municipality considers necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing: (a) uses; (b) density; (c) open spaces; (d) structures; (e) buildings; (f) energy efficiency; (g) light and air; (h) air quality; (i) transportation and public or alternative transportation; (j) infrastructure; (k) street and building orientation; (l) width requirements; (m) public facilities; (n) fundamental fairness in land use regulation; and (o) considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.

4. UCA 10-9a-201(1) Only a legislative body, as the body authorized to weigh policy considerations, may enact a land use regulation.
5. UCA 10-9a-302(1) The planning commission shall review and make a recommendation to the legislative body for (b) land use regulations, including: (i) ordinances regarding the subdivision of land within the municipality; and (ii) amendments to existing land use regulations.
6. UCA 10-9a-502(1) The planning commission shall provide notice, hold a public hearing, and review and recommend a proposed land use regulation to the legislative body.

CONCLUSIONS OF LAW:

1. The city council exercises its legislative power through ordinances.
2. The city council enacts ordinances to regulate, require, prohibit, govern control or supervise any activity, business, conduct of condition authorized by this act or any other provision of law.
3. The city may enact or amend land use regulations.
4. The city council is the legislative body authorized to weigh policy considerations and enact land use regulations.
5. The planning commissions reviews and makes recommendations to the city council for land use regulations.
6. Prior to making a recommendation to the city council, the planning commission will hold a public hearing in accordance with UCA 10-9a-502(1).
7. The city staff prepared the proposed amendment, including reasons for the proposed amendment.
8. The planning commission held a public hearing on February 28, 2024.

CONDITIONS:

1. The city council will continue to process the proposed code amendment in accordance with state code.
2. The applicant shall meet all applicable City, state and federal laws, codes, rules.

1 **CHAPTER 10-9 SUPPLEMENTARY REGULATIONS WITHIN ALL DISTRICTS**

2 10-9-1 Applicability

3 10-9-2 ~~Corner Lot~~ **Clear View Areas** Obstruction

4 10-9-3 Irrigation Waters

5 10-9-4 Frontages; Curb, Gutter And Sidewalk

6 10-9-5 ~~Lot Area; Other Buildings~~ **Residential Driveways**

7 10-9-6 ~~Accessory Buildings~~ **Lot Area; Other Buildings**

8 **10-9-7 Lot Area; Accessory Buildings**

9
10 **10-9-1 Applicability**

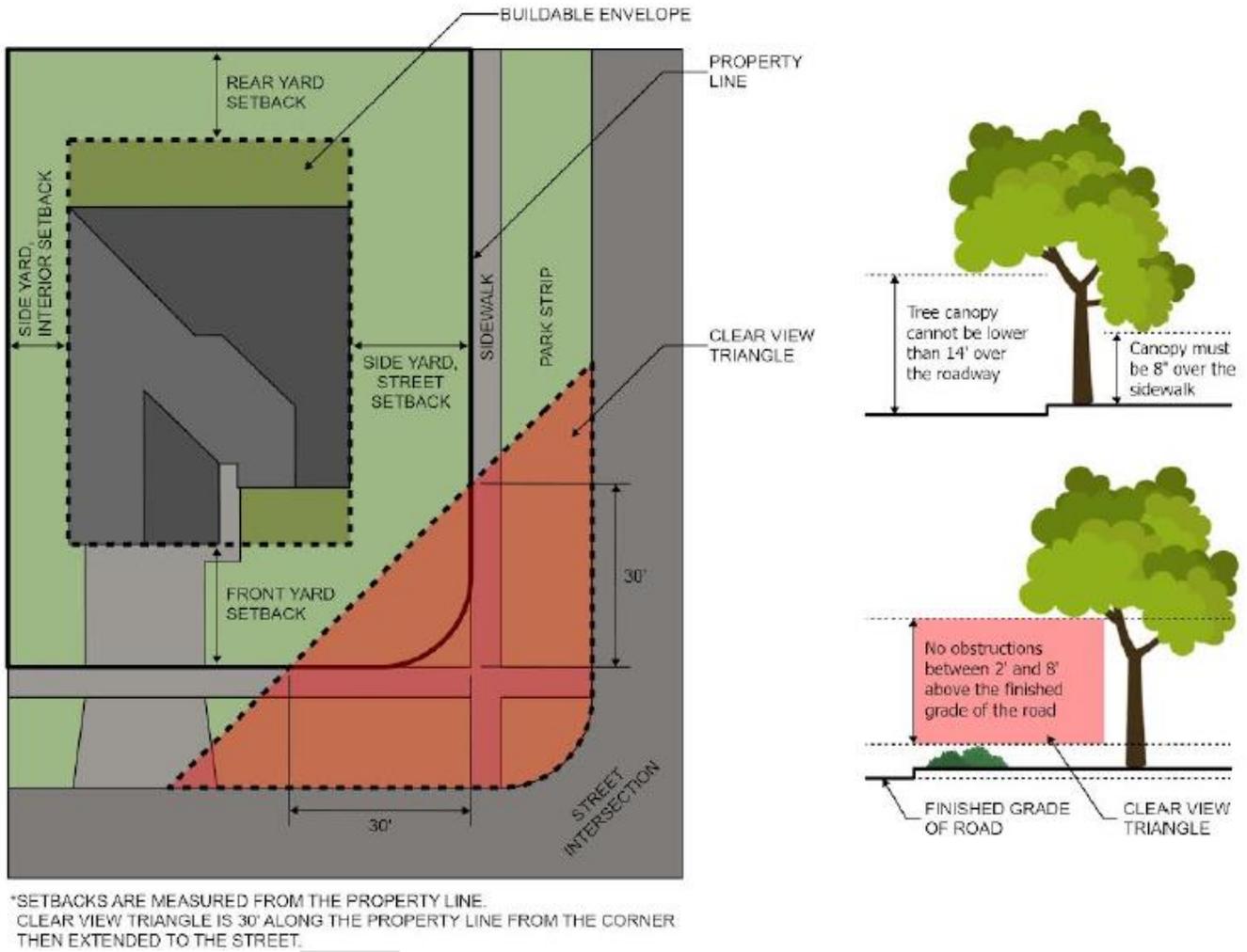
11 The regulations in this chapter shall supplement all regulations of all districts in this title, unless otherwise specifically
12 detailed herein.

13 **10-9-2 ~~Corner Lot~~ Clear View Areas Obstruction**

- 14 A. **Purpose:** To prevent the obstruction of field of vision on all corner lots in the interest of pedestrian and
15 driver safety.
- 16 B. Clear view areas should be designed to provide adequate vision of vehicular and pedestrian traffic. A clear
17 view area shall be maintained at the intersection of every street, whether public or private, and at the
18 intersection of every driveway with a public or private street. The clear view provisions are considered life-
19 safety standards and shall supersede any conflicting provisions of this Title.
- 20 C. No provision of this section shall be construed to ~~allow~~ **permit** the continuance of any nonconforming tree,
21 shrub, plant or plant growth, fence, wall, other screening material, or other obstruction which interferes
22 with the safety of pedestrians of vehicle traffic.
- 23 D. Obstruction of vision on corner lots within 30 feet of said corner right-of-way shall not be permitted from
24 two feet to eight feet above finished grade of road. ~~Trunks of trees,~~ **Open-work fences** at least 70 percent
25 transparent, light or telephone poles or other small vertical protrusions not more than 12 inches in diameter
26 shall be permitted within the clear-view area.
- 27 1. Obstruction of vision within ten feet of intersection of a private drive with a city right-of-way will
28 not be permitted. ~~Trunks of trees,~~ **Open-work fences** at least 50 percent transparent, light or
29 telephone poles or other small vertical protrusions not more than 12 inches in diameter shall be
30 permitted within the clear-view area. However, vertical protrusions of up to 24 inches in width
31 may be allowed in driveway clear-view area.
 - 32 2. Obstruction of vision within 20 feet of intersection in a MX district will not be permitted. ~~Trunks of~~
33 ~~trees,~~ **Open-work fences** at least 70 percent transparent, light or telephone poles or other small
34 vertical protrusions not more than 12 inches in diameter shall be permitted within the clear-view
35 area. Nonpermanent street signs greater than two feet in height are not permitted within the
36 clear-view area.
 - 37 3. Fence height is measured from the finished grade on its uphill side, where there is a grade
38 difference.
 - 39 4. ~~Trees trunks that will grow larger than 12 inches in diameter~~ shall not be located within the clear
40 view areas. ~~Trees with trunks that will grow larger than 12 inches in diameter~~ may be planted in
41 the front or street side setbacks outside of the clear view area. However, if tree canopies extend
42 into the clear view area the bottom of the canopy must be trimmed at least eight feet above the
43 sidewalk and 14 feet above the street.
 - 44 5. Tree canopies or other growth shall not block signs, ~~or signals,~~ **or street lights.**
 - 45 6. Ground cover, including landscaping boulders and raised planters, cannot increase the finished
46 grade of the property more than two feet above the finished grade of the street. Items planted in
47 a raised area must meet the clear view area height restriction when measured from the street
48 level.

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- 7. Finished grade of the property. The property in the clear view area must be graded in a manner that preserves the clear view area. The finished elevation of the property in the clear view area cannot exceed two feet in height from the finished grade of the street. Items planted must meet the clear view area height restriction when measured from the street level.
- 8. Determining the clear view area. A drawing showing how to determine the clear view area can be found in the Standard Construction Drawings included in the Standards and Specifications Manual.
- 9. The city acknowledges that occasionally a public right-of-way overlaps private property. When this occurs, the clear view will be measured from the right-of-way line rather than the property line.



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- E. Clear view area, sight triangles for intersections near curves. It is the intent of the city to provide drivers of vehicles, cyclists, and pedestrians approaching intersections, with an unobstructed view of the intersection and sufficient lengths along the intersecting roads to permit them to safely anticipate and avoid potential

61 conflicts. In some areas of the city, in addition to the corner lot and driveway clear-view areas, sight triangles
62 involving nearby curves may be included.



63
64 **10-9-3 Irrigation Waters**

65 Changes in any irrigation water system, including the rerouting or alteration of open ditches, shall be approved by
66 the city and the associated water company before any alteration or construction begins. Where said water system
67 resides and terminates on one private lot, approval by the city and the water association shall not be required.

68 **10-9-4 Frontages; Curb, Gutter And Sidewalk**

69 Unless specifically exempted, any project requiring a development and/or building permit for a primary structure
70 (constructed after November 1, 2018) shall require that the owner and/or their agents and assigns construct,
71 improve, or install frontage improvements in accordance with city standards, including, but not limited to, the city
72 standards and specifications manual.

- 73 A. Required improvements may include one or more of the following:
- 74 1. Dedication of right-of-way. Refer to the city department of public works standards and
75 specifications manual for street right-of-way width.
 - 76 2. Grading to future right-of-way.
 - 77 3. Design of structures to accommodate future right-of-way.
 - 78 4. *Sidewalks*. Sidewalks shall be concrete and a minimum five feet wide and a minimum four inches
79 thick. All sidewalks that cross residential driveways shall be six inches thick minimum. All sidewalks
80 that cross commercial driveways shall be eight inches thick minimum. Sidewalks at all intersections
81 of public streets shall conform to adopted American Disabilities Act standards.
 - 82 5. *Curb and gutter or swales*. Refer to the city department of public works standards and
83 specifications manual for streets requiring curb and gutter or swales.
 - 84 a. Minimum grades for curb and gutters and streets shall not be less than 0.5 percent, and
85 from the crown of road to the lip of the curb shall be a minimum of two percent.
 - 86 b. Swales may be designed to replace curb and gutter. Designs shall include, but are not
87 limited to, providing methods and planting materials that will be used to ensure the
88 integrity of the swale is maintained in a manner that will prevent erosion of soils and
89 infiltration of silt and other materials along the swale area and into storm retention
90 systems, streets, and other properties. The developer is responsible to maintain the
91 swales for a warranty period of two years.
 - 92 6. *Park strips*. Park strips shall be at least seven feet wide. At the sole discretion of the city engineer,
93 when connecting with existing infrastructure, the required width of the park strip may be increased
94 or reduced to match the existing infrastructure.
 - 95 7. *Stormwater*. The developer shall have the responsibility of providing for on-site stormwater
96 retention/detention. If off-site retention/detention is required, the developer shall have the

- 97 responsibility of providing off-site storm drain extensions in order to satisfactorily dispose of
98 drainage.
- 99 8. Planting of street trees and other landscaping. Refer to PCC 7-1-8 for park strip requirements.
100 9. Setbacks from the property line or dedication of right-of-way to accommodate required
101 improvements.
- 102 B. *Determining the frontage to be improved.* It is the city's intent that the entire length of frontage for the
103 property shall be improved.
- 104 1. *Exception.* When a parcel is larger than the surrounding parcels and/or lots the city may reduce
105 the frontage improvement requirement. In determining the reduced improvement requirement,
106 the city will consider the greater of the following:
- 107 a. Minimum frontage for the property zone.
108 b. Minimum frontage for the structure and required side setback.
109 c. Gaps and distance to street corner or property line. If the distance to the street corner or
110 property line and or amount to complete a gap is 50 percent or less than the length of the
111 required frontage, completion of the gap or to the corner will be required.
- 112 2. Where curb, gutter and/or sidewalk previously installed by the city exists on a proposed building
113 lot or development, then compensation of said improvements at current installation costs shall be
114 made by the owner and/or their agents and assigns to the city. The city reserves the right to
115 negotiate the placement and compensation requirements described in this section. Compensation
116 shall be as follows: 100 percent of the pro rata share during the first five years following the date
117 of completion of the improvements by the city. The pro rata share shall be depreciated 20 percent
118 per year thereafter, and no pro rata share shall be due to the city after ten years following the
119 completion date of the improvements by the city.
- 120 3. *Preconstruction meeting.* A preconstruction meeting will be held with the owner and/or the
121 owner's agents and assigns, the general contractor for the project, and city staff prior to beginning
122 any construction on the project.
- 123 a. It is the owner's and/or their agents and assigns responsibility to notify the general
124 contractor and all appropriate subcontractors for the project of their required attendance
125 at the preconstruction meeting.
126 b. If applicable, the stormwater notice of intent (NOI) and stormwater pollution prevention
127 plan (SWPPP) must be in place prior to the preconstruction meeting.

128 **10-9-5 Residential Driveways**

- 129 A. Individual driveways shall be provided for all residential building lots.
130 1. A primary drive access may serve no more than two parcels. However, if the lots are part of a
131 cluster, inner block, or PUD development, a shared driveway to parking access may be allowed.
- 132 B. The drive approach for the driveway shall be a minimum width of twelve feet (except for driveways
133 required to meet emergency vehicle access) and shall not exceed the maximum width of thirty five feet
134 (35'). A secondary drive approach may be permitted in accordance with the Providence City Standard
135 Construction Drawings.
- 136 C. No down sloping driveways shall be permitted unless otherwise approved by the city due to unusual
137 topographic constraints. If a down slope is allowed, to prevent flooding of the property, provisions for
138 storm water must be included in the design. The driveway must maintain a positive slope away from the
139 home as required by applicable building codes.
- 140 D. The minimum grade at which a driveway shall be allowed to be built is two percent (2%) slope, and the
141 ~~maximum grade at which a driveway shall be allowed to be built is twelve percent (12%) slope~~ a driveway
142 shall not exceed a slope of twelve percent (12%).
- 143 E. Residential driveways shall be constructed with asphalt or concrete through the area in the city right-of-
144 way in accordance with Providence City Department of Public Works Standards and Specifications.

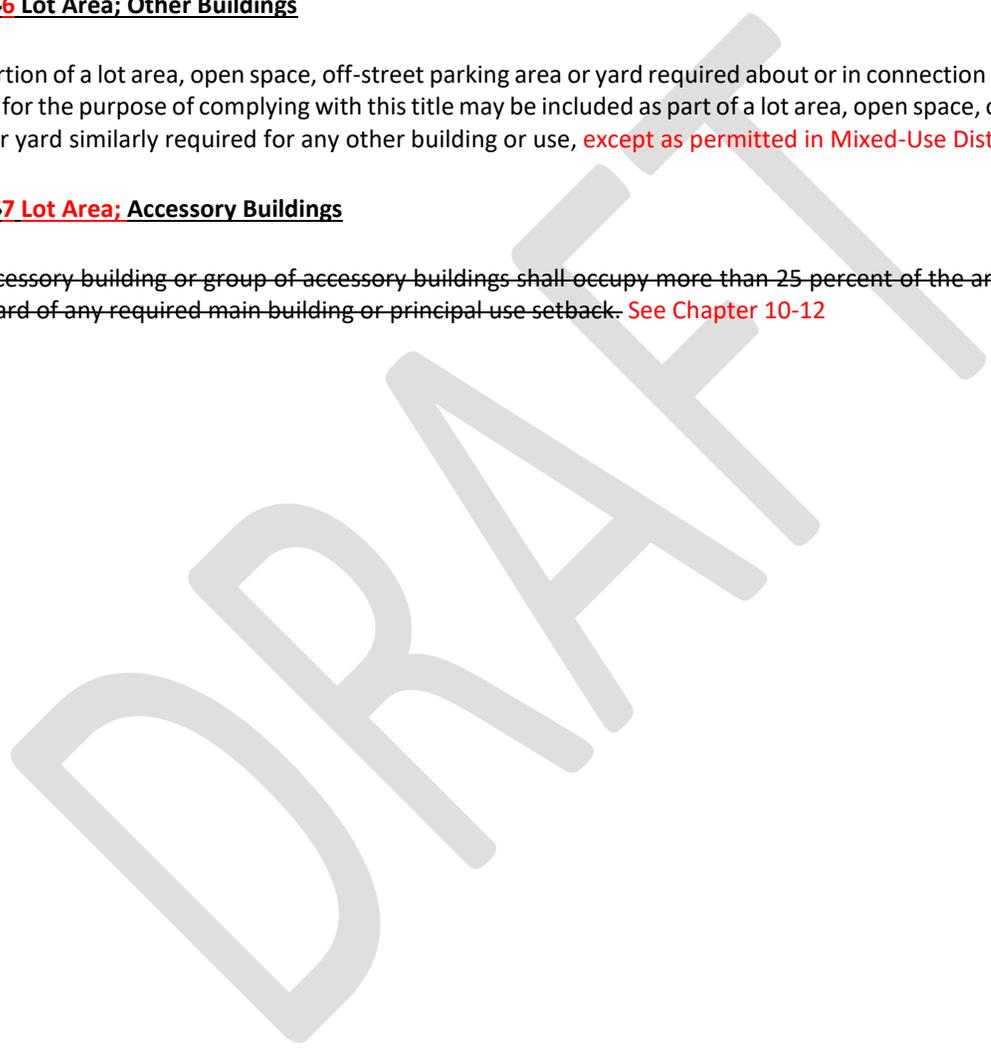
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1. Driveways required to meet emergency vehicle access. If a driveway, or a portion of a driveway, is deemed necessary to meet the fire code, as a minimum it must be 20' wide, constructed and maintained to support the imposed load of fire apparatus weighing up to 75,000 pounds so as to provide all-weather driving capabilities. Fire apparatus access driveways shall not exceed ten (10%) in grade, unless approve by the fire code official. Driveways required to meet fire apparatus access may also require an approved turnaround.
 2. Approaches shall be constructed in accordance with Providence City Department of Public Works Standards and Specifications.

153 **10-9-56 Lot Area; Other Buildings**

154 No portion of a lot area, open space, off-street parking area or yard required about or in connection with any building
155 or use for the purpose of complying with this title may be included as part of a lot area, open space, off-street parking
156 area or yard similarly required for any other building or use, **except as permitted in Mixed-Use Districts.**

157 **10-9-67 Lot Area; Accessory Buildings**

158 ~~No accessory building or group of accessory buildings shall occupy more than 25 percent of the area of any side or~~
159 ~~rear yard of any required main building or principal use setback. See Chapter 10-12~~



1 **Ordinance No. 05-2024**

2
3 AN ORDINANCE AMENDING CITY CODE TITLE 11: SUBDIVISION
4 REGULATIONS; TITLE 4: DESIGN STANDARDS; SECTION 8: FIBER SYSTEMS.

5
6 WHEREAS UCA § 10-3-701 states, “except as otherwise specifically provided, the
7 governing body of each municipality shall exercise its legislative power through
8 ordinances.” And

9
10 WHEREAS UCA 10-3-702 states that ‘the governing body may pass any ordinance to
11 regulate, require, prohibit, govern control or supervise any activity, business, conduct or
12 condition authorized by this act or any other provision of law’; And

13
14 WHEREAS, the city is nearing completion of the fiber installation project. Once the
15 installation project is complete, the city desires new development install infrastructure in
16 preparation for fiber connection. The attached proposed amendment lists requirements for
17 public development and private development as it relates to the city’s fiber system.

18
19 WHEREAS, The Providence City Planning Commission held a public hearing regarding
20 these proposed amendments on February 28th, 2024, taking comments, questions, and
21 recommendations from the public. The Planning Commission made the following
22 motion:

23
24 **Motion to recommend to City Council that they approve PCC 11-4-8 Fiber**
25 **System in accordance with the findings of facts, conclusions of law and**
26 **conditions as stated in the staff report, and with the addition that lines 20 & 36**
27 **include the word ‘development’. – Bob Washburn. 2nd – Robert Henke.**

28 **Vote:**

29 **Yea- Robert Henke, Michale Fortune, Bob Washburn & Shelly Nazer**

30 **Nay-**

31 **Abstained-**

32 **Absent- Joe Chambers & Brian Marble.**

33
34
35 WHEREAS, The City Council motions to approve and have incorporated into the city
36 code the attached code review that establishes the amendments to PCC 11-4-8.

37
38
39 THEREFORE, be it ordained by the Providence City Council

- 40 • The attached referenced code shall be approved and added to the city code.
41 • This ordinance shall become effective immediately upon passage.

42
43 Passed by vote of the Providence City Council this _____ day of 2024.

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46 Council Vote:

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Nebeker, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Kirk, Carrie	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Kunz, David	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Sealy, Jeanell	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Speth, Brent	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Kathleen Alder, Mayor

Attest:

Tyler Cameron, Recorder

Code Amendment Review				
Prepared by: S Bankhead	Date: 02/88/2024	Land Use	Yes: X	No:
Code Title: 11 Subdivision Regulations	Title Chapter: 4 Design Standards	Chapter Section: 8 Fiber System		
Applicant: City Staff	Application Date:			
Abbreviations & Authority:				
<ol style="list-style-type: none"> Utah Code Annotated: UCA The UCA references are summarized in this analysis. For a complete details and code requirements, please review the online Utah Code at: https://le.utah.gov/xcode/code.html Providence City Code: PCC The PCC references are summarized in this analysis. For a complete details and code requirements, please review our online city code at: https://providence.municipalcodeonline.com/book?type=ordinances#name=Preface Recommendation: Planning Commission (PCC: 10-4-4:B.1) Legislative body: City Council 				
Background Information:				
<ol style="list-style-type: none"> The Applicant is requesting a change to PCC Chapter 11-4 by adding Section 8 Fiber System. The city is nearing completion of the fiber installation project. Once the installation project is complete, the city desires new development install infrastructure in preparation for fiber connection. The proposed amendment lists requirements for public development and private development. 				

FINDINGS OF FACT:

- UCA 10-3-701. Legislative power exercised by ordinance. Except as otherwise specifically provided, the governing body of each municipality shall exercise its legislative powers through ordinances.
- UCA 10-3-702. The governing body may pass any ordinance to regulate, require, prohibit, govern control or supervise any activity, business, conduct of condition authorized by this act or any other provision of law.
- UCA 10-9a-102 Purposes – General land use authority.
A municipality may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the municipality considers necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing: (a) uses; (b) density; (c) open spaces; (d) structures; (e) buildings; (f) energy efficiency; (g) light and air; (h) air quality; (i) transportation and public or alternative transportation; (j) infrastructure; (k) street and building orientation; (l) width requirements; (m) public facilities; (n) fundamental fairness in land use regulation; and (o) considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.
- UCA 10-9a-201(1) Only a legislative body, as the body authorized to weigh policy considerations, may enact a land use regulation.
- UCA 10-9a-302(1) The planning commission shall review and make a recommendation to the legislative body for (b) land use regulations, including: (i) ordinances regarding the subdivision of land within the municipality; and (ii) amendments to existing land use regulations.
- UCA 10-9a-502(1) The planning commission shall provide notice, hold a public hearing, and review and recommend a proposed land use regulation to the legislative body.

CONCLUSIONS OF LAW:

- The Providence City Council may enact or amend land use regulations.
- The Providence Planning Commissions held a public hearing and made a recommendation for city council on February 28, 2023
- The applicant filed a complete application, including reasons for the proposed amendment.

CONDITIONS:

- The city council will continue to process the code amendment request in accordance with Utah Code.
- The applicant shall meet all applicable City, state and federal laws, codes, rules.

1 11-4-8: Fiber System:

2 A. Requirements For Public Development:

- 3 1. Unless waived by the city council based on undue burden, or an unfavorable cost-benefit
4 analysis, or the consideration of other relevant factors, the city will install or have installed
5 communications conduit whenever the city undertakes or authorizes the following types of
6 projects:
- 7 a. New street, road, sidewalk, bike path, or other transportation infrastructure
8 construction.
 - 9 b. Maintenance, repaving, or other significant work on the above infrastructure.
 - 10 c. Excavations for the purpose of installing utilities, including, but not limited to,
11 communications, electrical, gas, water, wastewater, storm drainage.
 - 12 d. Other excavations, or work on public property on in the public right of way that provide
13 a similar opportunity to install conduit for future use at a low additional cost.
- 14 2. When determining if a particular specification is feasible or practicable, the public works director
15 or city engineer will consider the added cost, the length of the conduit installed (and therefore
16 its potential future value), the impact on the overall project, and other relevant factors.
- 17 a. In general, the cost of purchasing, installing, and documenting conduit may be included
18 in the cost of the overall project. However, other sources of funds may also be used if
19 available.
- 20 3. Conduit installed by ~~or~~ the developer on behalf of the City, will be owned by the City.
- 21 4. A record of all City-owned conduits will be maintained, and transferred into a geographic
22 information system (GIS) whenever feasible.

23 B. Requirements for Private Development:

- 24 1. A private developer or development entity will install or have installed communications conduit
25 and fiber-optic cable whenever the developer or applicant undertakes the following types of
26 projects that are contiguous with existing communications conduit infrastructure or fiber-optic
27 cable:
- 28 a. New street, road, sidewalk, bike path, or other transportation infrastructure
29 construction.
 - 30 b. Maintenance, repaving, or other significant work on the above infrastructure.
 - 31 c. Excavations for the purpose of installing utilities, including but not limited to
32 communications, electrical, gas, water, wastewater, sewer, or storm drainage.
 - 33 d. Other excavations, or work on public property on in the public right of way that provide
34 a similar opportunity to install conduit and fiber-optic cable for future use at a low
35 additional cost.
- 36 2. Conduit installed by ~~or~~ the developer on behalf of the city, will be owned by the city.
- 37 3. All fiber-optic cable will be installed by the city unless otherwise approved by the city.
- 38 4. A record of all city-owned conduits will be maintained, and transferred into a geographic
39 information system (GIS) whenever feasible.
- 40

1 **Ordinance No. 06-2024**

2
3 AN ORDINANCE AMENDING CITY CODE TITLE 10 ZONING REGULATIONS;
4 CHAPTER 8: AREA REGULATIONS; SECTIONS 3: SETBACKS.

5
6 WHEREAS UCA § 10-3-701 states, “except as otherwise specifically provided, the
7 governing body of each municipality shall exercise its legislative power through
8 ordinances.” And

9
10 WHEREAS UCA 10-3-702 states that ‘the governing body may pass any ordinance to
11 regulate, require, prohibit, govern control or supervise any activity, business, conduct or
12 condition authorized by this act or any other provision of law’; And

13
14 WHEREAS, The city has received numerous questions and complaints regarding
15 retaining walls throughout the city, but particularly in the bench areas. This proposed
16 amendment seeks to provide clarification to the retaining wall requirements.

17
18 WHEREAS, The Providence City Planning Commission held a public hearing regarding
19 these proposed amendments on February 28th, 2024, taking comments, questions, and
20 recommendations from the public. The Planning Commission made the following
21 motion:

22
23 **Motion to recommend to City Council that they approve the code amendments**
24 **to PCC 10-8-3 in accordance with the findings of fact, conclusions of law and**
25 **conditions as found in the staff report – Rober Henke. 2nd - Bob Washburn.**

26 **Vote:**

27 **Yea- Robert Henke, Michale Fortune, Bob Washburn & Shelly Nazer**

28 **Nay-**

29 **Abstained-**

30 **Absent- Joe Chambers & Brian Marble.**

31
32
33 WHEREAS, The City Council motions to approve and have incorporated into the city
34 code the attached code review that establishes the amendments to PCC 10-8-3.

35
36
37 THEREFORE, be it ordained by the Providence City Council

- 38 • The attached referenced code shall be approved and added to the city code.
39 • This ordinance shall become effective immediately upon passage.

40
41 Passed by vote of the Providence City Council this _____ day of _____ 2024.

42
43
44 Council Vote:

45
46 Nebeker, Jeff () Yes () No () Excused () Abstained () Absent

47	Kirk, Carrie	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
48	Kunz, David	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
49	Sealy, Jeanell	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
50	Speth, Brent	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

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56 Kathleen Alder, Mayor

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58 Attest:

59

60 Tyler Cameron, Recorder

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Code Amendment Review				
Prepared by: S Bankhead	Date: 02/28/2024	Land Use	Yes: X	No: X
Code Title: 10 Zoning Regulations	Title Chapter: 8 Area Regulations	Chapter Section: 3 Setbacks		
Applicant: Providence City				
Abbreviations & Authority:				
<ol style="list-style-type: none"> Utah Code Annotated: UCA The UCA references are summarized in this analysis. For a complete details and code requirements, please review the online Utah Code at: https://le.utah.gov/xcode/code.html Providence City Code: PCC The PCC references are summarized in this analysis. For a complete details and code requirements, please review our online city code at: https://providence.municipalcodeonline.com/book?type=ordinances#name=Preface Recommendation: Planning Commission (PCC: 10-4-4:B.1) Legislative body: City Council 				
Background Information:				
<ol style="list-style-type: none"> The Applicant is requesting a change to PCC 10-8-3.A.7 by adding a graphic and a reference to the retaining wall section in Chapter 5-4. The city staff has received numerous questions and complaints regarding retaining walls throughout the city, but particularly in the bench areas. This proposed amendment seeks to provide clarification to the retaining wall requirements. The planning commission reviewed the proposed amendments during their January 24, 2024 meeting. Their comments have been incorporated into this draft. 				

FINDINGS OF FACT:

- UCA 10-3-701. Legislative power exercised by ordinance. Except as otherwise specifically provided, the governing body of each municipality shall exercise its legislative powers through ordinances.
- UCA 10-3-702. The governing body may pass any ordinance to regulate, require, prohibit, govern control or supervise any activity, business, conduct of condition authorized by this act or any other provision of law.
- UCA 10-9a-102 Purposes – General land use authority.
A municipality may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the municipality considers necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing: (a) uses; (b) density; (c) open spaces; (d) structures; (e) buildings; (f) energy efficiency; (g) light and air; (h) air quality; (i) transportation and public or alternative transportation; (j) infrastructure; (k) street and building orientation; (l) width requirements; (m) public facilities; (n) fundamental fairness in land use regulation; and (o) considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.
- UCA 10-9a-201(1) Only a legislative body, as the body authorized to weigh policy considerations, may enact a land use regulation.
- UCA 10-9a-302(1) The planning commission shall review and make a recommendation to the legislative body for (b) land use regulations, including: (i) ordinances regarding the subdivision of land within the municipality; and (ii) amendments to existing land use regulations.
- UCA 10-9a-502(1) The planning commission shall provide notice, hold a public hearing, and review and recommend a proposed land use regulation to the legislative body.

CONCLUSIONS OF LAW:

- The city council exercises its legislating power through ordinances.
- The city council may enact any ordinance to regulate any activity.

3. The city council may enact or amend land use regulations.
4. The Providence City Council is the legislative body for the city.
5. The Providence Planning Commissions held a public hearing and made a recommendation to city council on February 28, 2024.
6. The applicant filed a complete application, including reasons for the proposed amendment.

CONDITIONS:

1. The council will continue to process the proposed code amendment in accordance with Utah Code.
2. The applicant shall meet all applicable City, state and federal laws, codes, rules.

1 **Current Code**

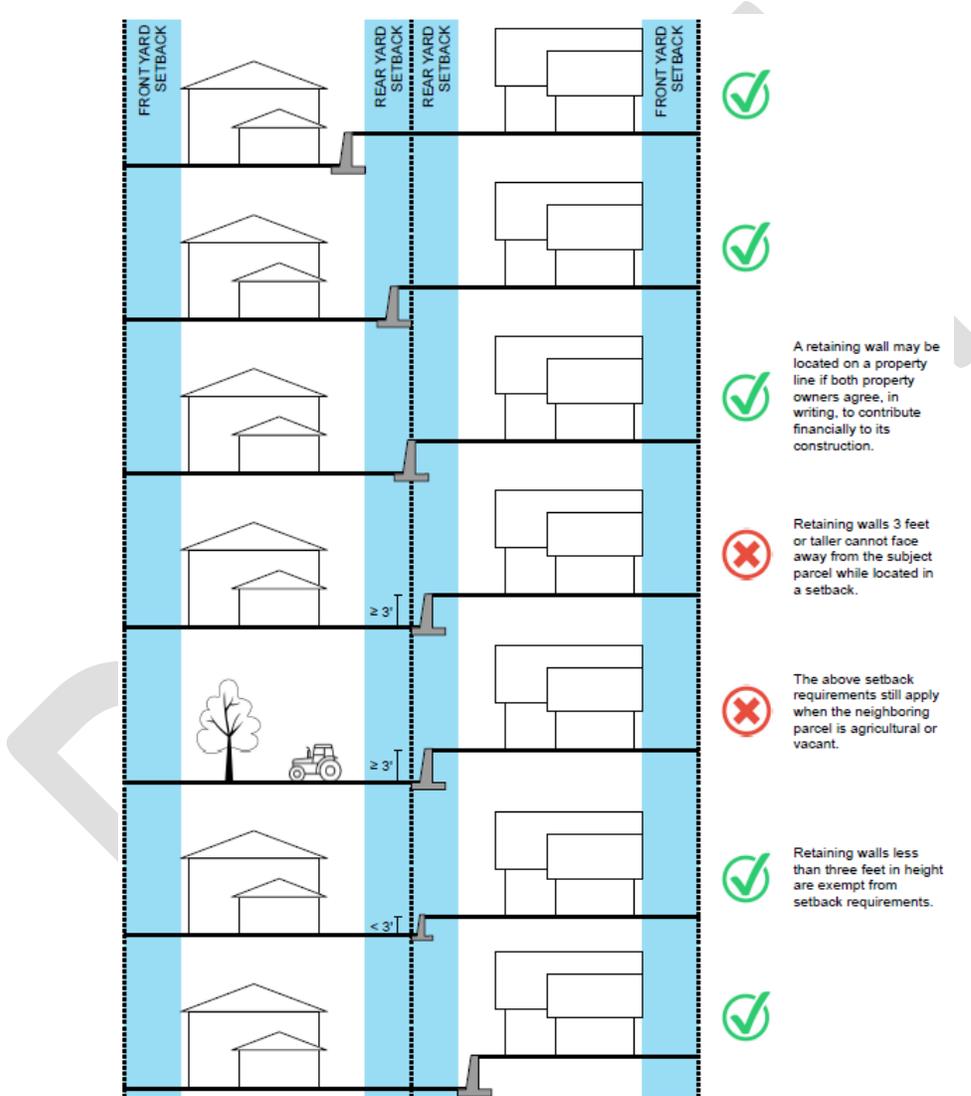
2 PCC 10-8-3.

3 A. General Setback Requirements

4 7. Retaining Walls.

5 a. Less than three feet (3') in height. Retaining walls less than three feet (3') in height are exempt from
6 setback requirements.

7 b. Three feet (3') to six feet (6') in height. Retaining walls from three feet (3') to six feet (6') in height
8 may be located within a required non-street side or rear setback area in residential zones and any
9 setback area in nonresidential zones provided the exposed side of the wall faces into the subject
10 parcel. **Proposed graphic**



- 11
- 12 c. Greater than six feet (6') in height. Rear and non-street side setbacks for retaining walls greater that
13 six feet (6') in height, or where the exposed side of the wall faces out from the subject parcel **without**
14 **regard to height, is three feet in height or greater**, shall be subject to the same requirements as the
15 main structure in the applicable zoning district.
- 16 d. **See Chapter 5-4 Fence Regulations of this code for additional retaining wall regulations.**

1 **Ordinance No. 07-2024**

2
3 AN ORDINANCE AMENDING CITY CODE TITLE 10: ZONING REGULATIONS;
4 CHAPTER 15: SIGN REGULATIONS; SECTIONS 1, 4,5,6 & 7.

5
6 WHEREAS UCA § 10-3-701 states, “except as otherwise specifically provided, the
7 governing body of each municipality shall exercise its legislative power through
8 ordinances.” And

9
10 WHEREAS UCA 10-3-702 states that ‘the governing body may pass any ordinance to
11 regulate, require, prohibit, govern control or supervise any activity, business, conduct or
12 condition authorized by this act or any other provision of law’; And

13
14 WHEREAS, the proposed amendment adds definitions for certain signs in city’s codes
15 definitions and construction section. The city has been approached by sign applicants
16 with questions regarding signs in the city. Questions include but aren’t limited to
17 classification of signs and lighting of signs (particularly highway signs). The city would
18 like to clarify some of the provisions in Chapter 10-15 Sign Regulations. Proposed
19 amendments include stating the purpose of the chapter, adding clarification to the
20 permitted sign table, adding a provision for inflatable signs, and adding an appeal
21 process.

22
23 WHEREAS, The Providence City Planning Commission held a public hearing regarding
24 these proposed amendments on February 28th, 2024, taking comments, questions, and
25 recommendations from the public. The Planning Commission made the following
26 motion:

27
28 **Motion to recommend to City Council that they approve PCC amendments**
29 **regarding Sign Regulations with the before mentioned recommended**
30 **changes in accordance with the findings of facts, conclusions of law and**
31 **conditions as found in the staff report – Bob Washburn. 2nd – Robert Henke.**

32 **Vote:**

33 **Yea- Robert Henke, Michale Fortune, Bob Washburn & Shelly Nazer**

34 **Nay-**

35 **Abstained-**

36 **Absent- Joe Chambers & Brian Marble.**

37
38
39 WHEREAS, The City Council motions to approve and have incorporated into the city
40 code the attached code review that establishes the amendments to PCC 1-3-2 & PCC 10-
41 15-1, 4-7.

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44 THEREFORE, be it ordained by the Providence City Council

- 45
 - The attached referenced code shall be approved and added to the city code.
 - This ordinance shall become effective immediately upon passage.
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Passed by vote of the Providence City Council this _____ day of _____ 2024.

Council Vote:

Nebeker, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Kirk, Carrie	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Kunz, David	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Sealy, Jeanell	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Speth, Brent	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Kathleen Alder, Mayor

Attest:

Tyler Cameron, Recorder

Code Amendment Review				
Prepared by: S Bankhead	Date: 02/28/2024	Land Use	Yes: X	No:
Code Title: 1 Administration 10 Zoning Regulations	Title Chapter: 3 Definitions and Construction 15 Sign Regulations	Chapter Section: Section 2 Definitions Section 1 Purpose Section 4 Fee for Permit Section 5 Permitted Signs; Table Section 6 Rules, Regulations and Requirements Section 7 Penalty, Confiscation of Signs, Appeals		
Applicant: City Staff				
Abbreviations & Authority:				
<ol style="list-style-type: none"> Utah Code Annotated: UCA The UCA references are summarized in this analysis. For a complete details and code requirements, please review the online Utah Code at: https://le.utah.gov/xcode/code.html Providence City Code: PCC The PCC references are summarized in this analysis. For a complete details and code requirements, please review our online city code at: https://providence.municipalcodeonline.com/book?type=ordinances#name=Preface Recommendation: Planning Commission (PCC: 10-4-4:B.1) Legislative body: City Council 				
Background Information:				
<ol style="list-style-type: none"> The proposed amendment adds definitions for certain signs in Chapter 1-3 Definitions and Construction. City staff has been approached by sign applicants with questions regarding signs in the city. Questions include but aren't limited to classification of signs and lighting of signs (particularly highway signs). City staff would like to clarify some of the provisions in Chapter 10-15 Sign Regulations. Proposed amendments include stating the purpose of the chapter, adding clarification to the permitted sign table, adding a provision for inflatable signs, and adding an appeal process. The planning commission reviewed the proposal amendments on 01/10/2024. This draft includes the planning commission revisions. 				

FINDINGS OF FACT:

- UCA 10-3-701. Legislative power exercised by ordinance. Except as otherwise specifically provided, the governing body of each municipality shall exercise its legislative powers through ordinances.
- UCA 10-3-702. The governing body may pass any ordinance to regulate, require, prohibit, govern control or supervise any activity, business, conduct of condition authorized by this act or any other provision of law.
- UCA 10-9a-102 Purposes – General land use authority.
A municipality may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that the municipality considers necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing: (a) uses; (b) density; (c) open spaces; (d) structures; (e) buildings; (f) energy efficiency; (g) light and air; (h) air quality; (i) transportation and public or alternative transportation; (j) infrastructure; (k) street and building orientation; (l) width requirements; (m) public facilities; (n) fundamental fairness in land use regulation; and (o) considerations of surrounding land uses to balance the foregoing purposes with a landowner's private property interests and associated statutory and constitutional protections.

4. UCA 10-9a-201(1) Only a legislative body, as the body authorized to weigh policy considerations, may enact a land use regulation.
5. UCA 10-9a-302(1) The planning commission shall review and make a recommendation to the legislative body for (b) land use regulations, including: (i) ordinances regarding the subdivision of land within the municipality; and (ii) amendments to existing land use regulations.
6. UCA 10-9a-502(1) The planning commission shall provide notice, hold a public hearing, and review and recommend a proposed land use regulation to the legislative body.

CONCLUSIONS OF LAW:

1. The city council exercises its legislative power through ordinances.
2. The city council enacts ordinances to regulate, require, prohibit, govern control or supervise any activity, business, conduct of condition authorized by this act or any other provision of law.
3. The city may enact or amend land use regulations.
4. The city council is the legislative body authorized to weigh policy considerations and enact land use regulations.
5. The planning commissions reviews and makes recommendations to the city council for land use regulations.
6. The planning commission held a public hearing and made a recommendation to city council on February 28, 2024.
7. The city staff prepared the proposed amendment, including reasons for the proposed amendment.

CONDITIONS:

1. The city council will continue to process the proposed code amendments in accordance with Utah Code.
2. The applicant shall meet all applicable City, state and federal laws, codes, rules.

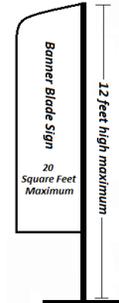
1 PCC 1-3-2

2
3 *A-frame* means a temporary or removable sign constructed with two sides attached at the top so as to
4 allow the sign to stand in an upright position.

5
6 *Awning sign* means a roofed structure constructed of fabric, metal or other appropriate construction
7 materials placed so as to extend outward from the building, providing a protective shield for doors,
8 windows and other openings in the building, with supports extending back to the building, supported
9 entirely by the building.

10
11 *Ballpark advertising banner* means a banner attached to an athletic facility fence or
12 building which identifies and advertises the sponsor.

13
14 *Banner blade sign* means a type of portable sign generally made of fabric or other light-
15 weight material that is generally supported or anchored along only one edge to a staff or
16 cord or which is generally supported or anchored at only two corners. Also known as a
17 feather flag sign.



18
19 *Billboard* means a freestanding, pay for use sign, erected for the purpose of advertising
20 or promoting a product, event, person, etc.

21
22 *Blade sign* means an attached sign oriented perpendicular to the face of the building which projects
23 more than ~~12~~ 24 inches beyond the surface of the building to which it is affixed or supported.

24
25 *Business sign* means a sign identifying a commercial or industrial business on the same premises as the
26 sign by name and/or logo. Business sign types are: ground, low-profile, monument, nameplate,
27 projecting, roof, wall, and billboard/ highway, and on-premises signs.

28
29 *Electronic message board* means an electronic sign which flashed on or rolls a message across it about
30 the services or products of the business and may also have the time and temperature displayed. The
31 electronic message sign may be incorporated into a business sign, but may not increase that sign's
32 maximum size or height. Electronic message signs will be allowed in permitted zones only after receiving
33 approval for a conditional use.

34
35 *Feather flag sign* see banner blade sign.

36
37 *Flat sign* means a sign erected parallel to and attached to the outside wall of a building. Signs flat against
38 buildings or other structures will be allowed to extend two feet above the roof lines or parapet walls of
39 the building. When a building has more than one level, the wall on which the sign is installed will govern.

40
41 *Ground sign* means a sign supported by a fixed permanent frame or support in the ground with no
42 support or guying from any building. Ground signs must be a minimum of 24 inches in height.

43
44 *Height, letter/logo*, means the height of each individual letter, logo, symbol, and/or icon in a sign.

45
46 *Height, sign*, as applied to a sign, means the vertical distance between the highest part of the sign or its
supporting structure, whichever is higher, and finished grade at the center of the base of the sign.

47 *Highway sign* means a sign along SR165 (and east along the north side of 100 North for a distance not to
48 exceed 20 feet from the Logan/Providence boundary on the north side of 100 North) identifying a
49 commercial or industrial business on the same premises, or within the same development boundaries as
50 shown on the approved preliminary plat, as the sign by name and/or products by name and/or logo. The
51 term "highway sign" may also include an electronic sign which flashes on or rolls a message across it.
52 Highway signs must have sufficient clearance and/or setback for visibility so as not to create a safety
53 hazard.

54
55 *Home business sign* means one unanimated, nonilluminated, flat, nameplate sign, having an area of not
56 more than three square feet.

57
58 *Identification sign* means a sign displayed to indicate the name or nature of buildings, or industrial uses,
59 located upon the same premises as the sign (i.e., schools, hospitals, churches, etc.).

60
61 *Illumination* means the enhancement of a sign utilizing electric lights, luminous tubes or other similar
62 means.

- 63 1. *Direct illumination* means lighting by means of an unshielded light source (including neon tubing)
64 which is effectively visible as part of the sign, where light travels directly from the source to the
65 viewer's eye.
- 66 2. *Fluorescence* means the emission of light by a substance that has absorbed light or other
67 electromagnetic radiation; which produces a short-wave ultraviolet light that then causes a
68 phosphor coating on the inside of the bulb to glow.
- 69 3. *Indirect illumination* means lighting by means of a light source which is directed at a reflecting
70 surface in such a way as to illuminate the sign from the front, or the entire building facade upon
71 which the sign is displayed.
- 72 4. *Internal illumination* means lighting by means of a light source which is within a sign having a
73 translucent background silhouetting opaque letters or designs, or which is within letters or
74 designs which are themselves made of translucent materials.
- 75 5. *Neon lighting* means light consisting of glowing, electrified glass tubes or bulbs that contain
76 rarefied neon or other gases.

77 *Inflatable* means any device/object supported by heated air, forced air, or other gases for the purposes
78 of drawing attention to a business.

79
80 ***Low-profile* means an on-premises or identification sign having a maximum height of**
81 **four feet, incorporated into some form of landscape design scheme or planter box**

82
83 *Menu signs* means any display of all or part of a food service menu, or a summary
84 thereof, in such a way that it is visible from the exterior of the building.



85
86 *Monument* means any sign which is connected to the ground and which has no clear space for the full
87 width of the sign between the bottom of the sign and the surface of the ground. A monument sign includes
88 a sign face and sign structure, and may also include a sign base and sign cap as described below:

- 89 1. *Sign base* means the above-ground foundation of the sign, which includes the exposed concrete
90 footing for the sign.

- 91 2. *Sign cap* means a part of the sign structure located above the sign face that is constructed of a
92 different masonry material and/or extends horizontally from the rest of the sign structure.
93 3. *Sign face* means the surface of the sign on which the sign message is located.
94 4. *Sign structure* means the structure surrounding the sign face.

95 ***Mural* means a painting or other work of art executed directly on a wall.**

96
97 *Nameplate sign* means a sign erected parallel to and attached to the outside wall of a building indicating
98 the name and/or occupation of a person residing on the same premises or legally occupying the same
99 premises, or indication a home business legally existing on the premises of the signs.

100
101 *Off-premises sign* means a sign advertising merchandise, services, or businesses other than those
102 available on the premises. A sign within the same development boundaries as shown on the approved
103 preliminary plat, of the sign's location is not considered off-premises.

104
105 *Political sign* means a sign used on behalf of a candidate for public office or in opposition to or in
106 support of a ballot proposition as defined under [U.C.A. 1953, § 20A-1-102](#). Political signs are considered
107 expressions of freedom of speech. They must be placed on private property and must be placed so they
108 do not obstruct the view of pedestrians or drivers of vehicles (motorized or nonmotorized). Depending
109 on the structure, a permit may be required.

110
111 *Projecting sign* means a sign attached to a building or other structure and extending in
112 whole or in part more than 24 inches beyond any wall of the building or structures. The sign
113 may not project above the roof line or tallest part of the structure.



114
115 *Property sign* means a sign related to the property upon which it is located and offering such
116 property for sale or lease or announcing improvements to the site during the construction of
117 the project. Property signs may also be used to warn against trespassers.

118
119 ***Roof sign* means any sign which is located entirely on or above the roof of a building or located entirely
120 on the top of or above the parapet of a building.**

121
122 *Service sign* means a sign which is incidental to a use lawfully occupying the property upon which the
123 sign is located and which sign is necessary to provide information to the public, such as direction to
124 parking lots or location of the restrooms.

125
126 *Sign* means every name, number, identification, description, announcement, declaration, demonstration,
127 device, display, flag, banner, pennant, illustration, logo, balloon, streamer, valance, advertising display,
128 poster, beacon light, light or insignia which directs attention to any object, project, service, place, activity,
129 person, institution, organization, or business. The sign consists of the sign area and the sign structure.

130 *Sign area* means a two-dimensional area on a building or other permitted sign structure that is the area
131 that encompasses the proposed sign in its entirety.

132 *Sign structure* means the structure supporting any of the same, affixed directly or indirectly to or upon
133 any building or outdoor structure, or erected or maintained upon a piece of land.

134 *Street banner sign* means a temporary fabric sign suspended across a city street. The banner may only
135 advertise a public service event.

136 *Street sign* means signs used for traffic, including, but not limited to, regulatory, directional, stop, speed
137 limit, street closure, construction, etc.

138 *Temporary identification sign* means a sign displayed to indicate the name or nature of business, buildings,
139 or industrial uses, located upon the same premises as the sign (i.e., schools, hospitals, churches, etc.) that
140 may be a banner or pennant, constructed of paper, cloth, canvas, light fabric, cardboard, wallboard or
141 other light materials, with or without light frames, intended to be displayed outdoors for short periods of
142 time. Temporary identification signs may be displayed for a period of no more than 180 days.

143 *Temporary sign* means any sign, banner, pennant, balloon or advertising display constructed of paper,
144 cloth, canvas, light fabric, cardboard, wallboard or other light materials, with or without light frames,
145 intended to be displayed outdoors for a short period of time. Temporary signs may be posted for a period
146 of not more than ~~30~~ 60 days or until 24 hours after the event, whichever is shorter.

147 *Walking advertisers* means persons carrying or wearing portable advertising signs or costumes designed
148 to advertise a business, event sale or season/holiday. The advertiser must remain on private property
149 and not block the view or path or disrupt motorized or nonmotorized vehicles, or pedestrians.

150
151 *Wall sign* means a sign that is either painted on a wall or its facing, or is painted in such a way that it
152 gives the visual appearance of being painted on a wall or facing by not having a frame or separation
153 from the wall or facing.

154
155 *Wind sign* means a sign consisting of one or more banners, flags, pennants, ribbons, spinners, streamers
156 or captive balloons, or other objects or material fastened in such a manner as to move upon being
157 subjected to pressure by the wind or breeze.

158 *Window sign* means a sign which is painted on, applied or attached to, or located within three feet of the
159 interior of a window, which sign can be seen through the window from the exterior of the structure.

160

1 CHAPTER 10-15 SIGN REGULATIONS
2 10-15-1 (Reserved For Future Use) Purpose
3 10-15-2 Permit Required
4 10-15-3 Application For Permit
5 10-15-4 Fee For Permit
6 10-15-5 Permitted Signs; Table
7 10-15-6 Rules, Regulations, And Requirements
8 10-15-7 Penalty, Confiscation Of Signs, Appeals
9 10-15-8 Illumination
10 10-15-9 Electronic Message Displays (EMD)

11
12 State law reference—Billboards, [U.C.A. 1953, § 10-9a-513](#).
13 [10-15-1 \(Reserved For Future Use\)](#)

14 HISTORY
15 Adopted by Ord. [06-2022](#) on 9/21/2022

16
17 10-15-1 Purpose

18 The purpose of this sign ordinance is to protect and promote the health, safety and general welfare of City
19 residents and businesses by regulating the design, materials, size, construction, installation, location and
20 maintenance of signs and sign structures in a manner consistent with the First Amendment of the United States
21 Constitution and the Constitution of the State of Utah in order to achieve the following goals and objectives:

- 22 A. To minimize distractions and obstructions that may be caused by signs and thereby reduce potential
23 hazards to motorists and pedestrians;
- 24 B. To preserve and improve the natural beauty and aesthetic quality of the City by reducing the visual clutter
25 caused by an excess of signs and to thereby increase the desirability of the City as a place to live and work
26 and as an attraction for nonresidents to visit;
- 27 C. To encourage signs that are harmonious with the property on which they are located;
- 28 D. To safeguard and enhance property values;
- 29 E. To provide for ample and adequate means of communication of both commercial and noncommercial
30 messages to the public;
- 31 F. To preserve the residential character of residential neighborhoods and residential zones; and
- 32 G. To reduce the incompatibility between signs and their surroundings.

33
34 10-15-2 Permit Required

35 Unless otherwise provided in this chapter, all signs erected, altered or relocated within the city shall require a sign
36 permit prior to its erection, installation, alteration or relocation, and must be in compliance with the provisions of
37 this chapter.

38
39 (Code 1998, § 10-15-2; Ord. of 12-13-2005; Ord. No. 008-2009, 10-13-2009; Ord. No. 003-2014, 7-8-2014; Ord. No.
40 2016-019, 8-9-2016)

41 HISTORY
42 Adopted by Ord. [06-2022](#) on 9/21/2022

43
44 10-15-3 Application For Permit

45 Forms for a sign permit will be available in the city office during regular business hours. The permit application
46 shall contain the following:

- 47 A. *Site plan.* Sign permit applications must contain a site plan drawn to scale indicating the location of the
48 proposed signage, existing signage, existing and future buildings, property lines, streets, sidewalks,
49 landscaped areas, driveways and clear-view (see PCC chapter 9) areas on corners, driveways or
50 intersections.
- 51 B. *Sign drawing.* A drawing to scale indicating the type of sign, proposed sign dimensions, construction
52 specifications, electrical components and wiring, method of attachment, and illumination specifications.
- 53 C. *Elevation.* An elevation drawing of existing and/or future buildings that will display the attached signage.

54
 55 (Code 1998, § 10-15-3; Ord. of 12-13-2005; Ord. No. 008-2009, 10-13-2009; Ord. No. 12-233; Ord. No. 003-2014, 7-
 56 8-2014; Ord. No. 2016-019, 8-9-2016)

57 HISTORY

58 Adopted by Ord. [06-2022](#) on 9/21/2022

59

60 10-15-4 Fee For Permit

61 Sign permit applications will be reviewed **and fees accessed** according to a fee schedule established by resolution
 62 of the city council and/or fees established by the ~~International~~ **adopted** Building Code.

63

64 (Code 1998, § 10-15-4; Ord. of 12-13-2005; Ord. No. 008-2009, 10-13-2009; Ord. No. 003-2014, 7-8-2014; Ord. No.
 65 2016-019, 8-9-2016)

66 HISTORY

67 Adopted by Ord. [06-2022](#) on 9/21/2022

68

69 10-15-5 Permitted Signs; Table

70 The signs described in the table as provided in this section shall be allowed within the provisions specified therein.

71 Any sign not specifically permitted by this chapter is prohibited. Unless noted otherwise, the sign dimension
 72 regulations identified below are measured in linear feet.

Types	Structure			Face			Permitted Zones	Illumination Allowed	Permit Required	Additional Regulations
	Area Max. (sq. ft.)	Height Max. Linear ft.	Height Min. Linear ft.	Area Max. (sq. ft.)	Height Max	Height Min				
A-frame	8 10	4 5					CGD, CHD, CND, MXD All	None	No	
Attached										
Awning sign		12 15	9				CGD, CHD, CND, MXD	In	Yes	Note 1
Ballpark advertising banner				60			All	No	No	
Banner Blade Sign (Feather flag)		12	2	20			CGD, CHD, CND, MXD	No	No	
Blade sign	2		9				CGD, CHD, CND, MXD	None	No	
Business sign	See ground, low-profile, nameplate, projecting, wall, highway, and on-premises signs.									
Electronic message	40	14					CGD, CHD, CND, MXD	Pr	Yes	Note 8
Flat sign	200	35					CGD, CHD, CND, MXD	In-F1-Ne	Yes	Note 2 and 5

Types	Structure			Face			Permitted Zones	Illumination Allowed	Permit Required	Additional Regulations
	Area Max. (sq. ft.)	Height Max. Linear ft.	Height Min. Linear ft.	Area Max. (sq. ft.)	Height Max	Height Min				
Ground	160	14					CGD, CHD, CND, MXD	In-F1-Ne	Yes	Note 7
Highway sign	222	35					CGD, CHD	None	Yes	
Home business sign	3						Residential and AG	None	No	
Identification	12	8					All	In-F1		Note 4
Inflatable							CGD, CHD, CND, MXD	None	Yes	Note 3
Low profile	12	4	2				CGD, CHD, CND, MXD	In	Yes	
Menu sign	24	6					CGD, CHD, CND, MXD	Pr-In	Yes	
Monument	100	7					CGD, CHD, CND, MXD	In-F1-Ne-Pr	Yes	
Nameplate	4	8					All	None	No	
Off-premises sign										Note 3
Political sign							All			
Projecting sign	16	14					CGD, CHD, CND, MXD	In-F1-Ne-Pr	Yes	Note 2
Property sign	32	8					All	None	No	
Roof	32						CGD, CHD, CND, MXD		Yes	Note 10
Service sign	18	8					All	In	Yes	
Street banner sign									Yes	
Street Sign							All			
Temporary	32						All	None	No	Note 3
Temporary identification sign	32	35					CGD, CHD, CND, MXD	None	Yes	Note 9

Types	Structure			Face			Permitted Zones	Illumination Allowed	Permit Required	Additional Regulations
	Area Max. (sq. ft.)	Height Max. Linear ft.	Height Min. Linear ft.	Area Max. (sq. ft.)	Height Max	Height Min				
Tower	-	-	-	-	-	-	-	-	-	-
Walking advertisers							All		No	
Wall sign	6	8					CGD, CHD, CND, MXD	In	Yes	11
Wind sign	See banner blade, feather flag									
Window sign							CGD, CHD, CND, MXD	None	No	

73 Notes:

- 74 1. Width cannot exceed frontage of building.
- 75 2. May not project above roof line.
- 76 3. ~~Temporary signs must~~ May be posted/anchored for a period of not more than 60 days or removed within
- 77 24 hours of event ~~whichever is shorter~~.
- 78 4. Permit not required if no illumination.
- 79 5. Or 20 percent of building face, whichever is smaller.
- 80 6. ~~Must have a conditional use permit and~~ Shall not any be located closer than ~~500~~ 250-foot intervals.
- 81 7. ~~One per street frontage with a maximum of two (separated by a minimum of 500 feet).~~ One sign shall be
- 82 allowed for each separate building or building pad of a commercial complex; and shall be located no
- 83 closer than 100 feet from any other sign on the same parcel or commercial complex.
- 84 8. Must have a conditional use permit and not any closer than 100-foot intervals.
- 85 9. May be displayed for a period of no more than 180 days.
- 86 10. The height of the sign face of roof signs shall not exceed 20% of the building height or ten feet, whichever
- 87 is less.
- 88 11. Murals or wall art that does not contain any commercial messaging or commercial copy is not considered
- 89 a sign. Any mural or wall art with a commercial message or copy is regulated as a wall sign.

90
91 Illumination Codes:

- 92 1. Dir – Direct – lighting from the sign itself.
- 93 2. Fl – Fluorescence
- 94 3. In – Indirect – lighting shining on but not directly from the sign
- 95 4. Int – Internal – light comes from inside of the sign.
- 96 5. Ne – Neon – brightly glowing, electrified glass tubes or bulbs that contain rarefied neon or other gases.
- 97 6. Pr – Projection – uses a built-in reflector to concentrate light in a specific direction.
- 98 7. Strobe – A type of specialized lamp that produces a continuous series of short, bright flashes of light.
- 99 Strobe lighting associated with a sign is prohibited.

100
101 (Code 1998, § 10-15-5; Ord. of 12-13-2005; Ord. No. 008-2009, 10-13-2009; Ord. No. 003-2014, 7-8-2014; Ord. No.

102 2016-019, 8-9-2016)

103
104 HISTORY

105 Adopted by Ord. [06-2022](#) on 9/21/2022

106
Chapter 10-15 Sign Regulations
DRAFT: 02/28/2024 includes PC comments

107 10-15-6 Rules, Regulations, And Requirements

- 108 A. *Animated, flashing, intermittent signs.* Animated, **strobing, lights replicating public safety or law**
109 **enforcement**, flashing and intermittent signs shall not be permitted in any zone, except when deemed
110 necessary by the city for public safety. These signs are different than electronic message signs, as defined
111 in PCC 1-3-2.
- 112 B. *Construction standards.* All signs erected in the city shall comply with the current standards of the
113 National Electrical Code, the ~~International~~ **adopted** Building Code, and all the provisions of this title.
- 114 C. *Illumination.* Signs may be illuminated as indicated in the table provided in PCC 10-15-5; and shall be
115 subject to the conditions listed in PCC 10-15-8.
- 116 D. *Maintenance.* All signs shall be maintained in a neat and presentable condition. Those signs damaged by
117 weather conditions or by accident shall be repaired within 30 days or shall be replaced or removed. The
118 removal of signs shall be at owner's expense.
- 119 E. *Public property.* No sign or other device, banner, or marker shall be located on or in public property
120 except signs for city-sponsored events, regulatory and/or information street signs with the exception of
121 placement of the official American flag and only in park strips that are in the city right-of-way. Flag display
122 shall be allowed on city park strips on designated state and federal holidays from sunrise to sunset and
123 must follow flag etiquette as described on the defense.gov website.
- 124 F. *Unsafe signs.* Any sign or portion thereof declared unsafe by the building inspector, or other designated
125 city employee/official, must be restored to a safe condition within 30 days of mailing or otherwise giving
126 notice of the unsafe condition or shall be removed within the same 30-day period.
- 127 G. *Holiday decorations and banners.* Holiday decorations and banners placed by the city are not subject to
128 the requirements of this chapter, except that they are safe. Similar decorations and banners placed by
129 residents on private property are not subject to the requirements of this chapter except for the
130 consideration for safety and shall not constitute a nuisance, and they shall be entirely on private property.
- 131 H. *Traffic hazard.* No sign shall be erected at the intersection of any streets in such a manner as to obstruct
132 free and clear vision; or at any location where by reason of the position, shape or color it may interfere
133 with, obstruct the view of, or be confused with any authorized traffic sign, signal or device or which makes
134 use of the words "stop," "drive-in," "danger," or any other words, phrases, symbols or characters in such a
135 manner as to interfere with, mislead or confuse traffic.
- 136 I. *Trip hazard.* To minimize trip hazards, all signs must be a minimum of 24 inches in height.
- 137 J. *Exempt.* The following are not considered signs for the purpose of this chapter:
- 138 1. Mail boxes;
- 139 2. Address names and numbers;
- 140 3. National and state flags (flag poles on residential properties shall be no taller than 35 feet in height).
- 141 K. *Closure or relocation of a business, institution, or nonprofit business/organization.* Business signs must be
142 removed within 30 days after a business, institution, or nonprofit business/organization no longer exists
143 at that location.
- 144 L. **Inflatable signs. Inflatable signs require a sign permit. No more than two inflatable signs shall be allowed**
145 **per building at any one time. They must be securely anchored and displayed for no more than 60 days.**
- 146 M. **If a sign meets the definition of more than one sign type, the least restrictive will apply.**

147
148 (Code 1998, § 10-15-6; Ord. of 12-13-2005; Ord. No. 008-2009, 10-13-2009; Ord. No. 12-233; Ord. No. 003-2014, 7-
149 8-2014; Ord. No. 2016-019, 8-9-2016; Ord. No. 009-2021)

150 HISTORY

151 *Adopted by Ord. [06-2022](#) on 9/21/2022*

152
153 10-15-7 Penalty, Confiscation Of Signs, Appeals, Nonwaiver

- 154 A. *Penalty.* Any person who fails to abide by the provisions of this chapter shall be guilty of a Class C
155 misdemeanor and subject to penalty as provided in PCC 1-4-1.
- 156 B. *Confiscation of signs.* The public works director, or designee, may confiscate any sign located on public
157 property in violation of this chapter or any other city ordinance. Confiscated signs shall be stored at a
158 location determined by the public works director, or designee, for a period of 30 days; during which time,
159 the owner or person having charge, control, or benefit of the confiscated sign, may redeem the sign after

160 payment of any applicable penalties. The city shall not be liable for damages incurred to signs as a result
161 of their confiscation. Signs not redeemed within 30 days may be destroyed.

- 162 C. *Liable for damages.* In addition to civil penalties, sign owners and persons having charge, control or
163 benefit of any sign erected in violation of this chapter shall be liable for any damages caused to public
164 property, public facilities or public utilities by reason of placement, attachment and/or removal of such
165 unlawful signs.
- 166 D. Any person who has been ordered by the city to alter or remove any sign, or any person whose
167 application for a sign permit has been refused, may appeal to the administrative appeals hearing officer
168 by filing a written appeal with the city recorder, following the process in Section 2-5-3 Appealing Land Use
169 Authority's Decision, of this code. Upon filing of an appeal, the city shall take no further action with
170 regard to the removal of the sign involved until the administrative appeals hearing officer makes a final
171 decision on the appeal. However, if the city finds that the sign presents an immediate or serious danger to
172 the public, the city shall proceed immediately to have the sign altered or removed.
- 173 E. The city's failure to take appropriate action against violations of this Chapter shall not be a waiver of any
174 of the rights of the city as set forth in this Chapter.

175
176 (Code 1998, § 10-15-7; Ord. of 12-13-2005; Ord. No. 008-2009, 10-13-2009; Ord. No. 003-2014, 7-8-2014; Ord. No.
177 2016-019, 8-9-2016)

178 HISTORY

179 Adopted by Ord. [06-2022](#) on 9/21/2022

180
181 10-15-8 Illumination

182 Illuminated signs shall be subject to the following conditions:

- 183 A. Any direct light used for the illumination of a sign shall be shielded so that the beams or rays of light will
184 not shine directly onto surrounding areas.
- 185 B. Neither the direct nor the reflected light from any light sources shall create a traffic hazard or distraction
186 to operators of motor vehicles on public thoroughfares.
- 187 C. Signs in residential and agricultural zones shall be nonilluminated, unless illumination is clearly required
188 for safety purposes.
- 189 D. Signs in commercial zones may be illuminated, provided they do not shine directly into a residential zone.
- 190 E. Lights used for direct illuminated signs may extend from the sign a distance not to exceed five feet,
191 provided such lights are shielded and are on private property.
- 192 F. Individual ~~incandescent~~ incandescent bulb illumination which is designed to be an integral part of a sign, marquee,
193 canopy, architectural projection, or building facade embellishment shall be permitted as provided:
- 194 1. Frosted, translucent or diffused bulb: 25 watt maximum per bulb;
 - 195 2. Clear, transparent or bare bulb: 7 1/2 watt maximum per bulb;
 - 196 3. Such light shall not blink, flash, move, scintillate, flicker, vary in intensity or color or use electrical
197 pulsations, with the exception of those placed behind rigid, permanently affixed translucent panels
198 and are approved by conditional use. Time-temperature-date signs incorporating the use of blinking
199 lights shall also be permitted if a conditional use permit is granted.
- 200 G. **Strobe lighting associated with a sign is prohibited.**

201
202 (Code 1998, § 10-15-8; Ord. of 12-13-2005; Ord. No. 008-2009, 10-13-2009; Ord. No. 003-2014, 7-8-2014; Ord. No.
203 2016-019, 8-9-2016)

204 HISTORY

205 Adopted by Ord. [06-2022](#) on 9/21/2022

206
207 10-15-9 Electronic Message Displays (EMD)

208 Electronic message displays shall conform to the following:

- 209 A. EMD shall be allowed as part of a monument or freestanding sign in all commercial zones.
- 210 B. Permits shall be required for all EMD signs pursuant to PCC 10-15-2. Before a permit is issued, the
211 applicant must first obtain a conditional use permit.
- 212 C. Off-premises advertising on an EMD is prohibited with the exception of public service announcements.

- 213 D. Operators of EMD are encouraged to provide opportunities for the placement of public service
- 214 announcements on their message boards.
- 215 E. The minimum spacing between EMD signs shall be 100 feet.
- 216 F. Auto-dimming is required.
- 217 G. The minimum time for sign messages shall be three to five seconds.
- 218 H. A maximum of 50 percent of the EMD sign may be dedicated to electronic messaging.
- 219 I. EMD signs facing residential housing units shall not be placed such that the housing unit falls within an
- 220 area formed by an arc projecting from the face of the sign at an angle of 15 degrees and extending a
- 221 distance of 300 feet in the direction of the projection.
- 222 J. EMD monument signs are not to exceed six feet in height and the base shall not exceed two feet in height.
- 223 K. Prohibited transitions:
- 224 1. Flashing.
- 225 2. Travel.
- 226 3. Scroll.
- 227 4. Video.
- 228 L. Permitted transitions:
- 229 5. Dissolve.
- 230 6. Fade.
- 231 7. Frame.
- 232 8. Animation, six second maximum.
- 233 M. Public service announcements. A mobile EMD that is used for the purpose of displaying a public service
- 234 announcement, of a non-commercial and temporary nature, is permitted as a temporary sign and does
- 235 not require a conditional use permit.
- 236

237 (Code 1998, § 10-15-9; Ord. of 12-13-2005; Ord. No. 008-2009, 10-13-2009; Ord. No. 003-2014, 7-8-2014; Ord. No.

238 2016-019, 8-9-2016)

239 HISTORY

240 Adopted by Ord. [06-2022](#) on 9/21/2022

241

PROFESSIONAL SERVICES AGREEMENT
FOR SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, “Agreement”) is made and entered into this ___ day of March, 2024 (hereinafter, the “Effective Date”) by and between Providence City, Utah, a municipal corporation (hereinafter, “City”) and Clean Slate Services, LLC, a Utah limited liability company, (hereinafter, “Contractor”). For the purposes of this Agreement, City and Contractor may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to City or Contractor interchangeably, as appropriate.

RECITALS

WHEREAS, the City is desirous to enter into a professional services agreement with Contractor, wherein Contractor will serve as the City’s Solid Waste and Recycling Collection and Disposal (“SWRCD”) services provider and City shall compensate Contractor for said services;

WHEREAS, City is in the process of purchasing three trash collection trucks, two side load trucks designed for residential collection and one front end loading truck, designed for large dumpster and commercial collection;

WHEREAS, it is the intent of the Parties for Contractor to use City’s trucks in the performance of this Agreement;

WHEREAS, City has determined that Contractor possesses the experience, skills and training necessary to competently provide such services to City; and

WHEREAS, the execution of this Agreement was approved by Providence City Council at its Regular Meeting of _____, 2024.

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

AGREEMENT

1. ***Definitions.***

- a. “Bin” means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck and provided to the City by the City Collector.
- b. “Cart” means a watertight heavy plastic receptacle with a rated capacity of approximately sixty (60) or ninety (90) gallons, having a hinged, tight-fitting lid, and two (2) wheels.
- c. “Commercial Premises” means (i) Multi-Family Complexes, and (ii) Premises at which business or governmental activity is conducted, including, but not limited to, retail sales, services, medical facilities, wholesale operations, manufacturing and industrial operations, governmental operations, and schools.

- d. "Container" means a Can, Bin, Cart or Roll-Off Container used for SWRCD services.
- e. "Disposal Facility" means the Logan City Landfill.
- f. "Dwelling Unit" means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.
- g. "Equipment" means City owned trucks described as follows:
 - i. Truck 1
 - ii. Truck 2
 - iii. Truck 3
 - iv. Or any vehicle City may purchase for use in this Agreement.
- h. "Green Waste" means any vegetative matter resulting from normal yard and landscaping maintenance not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.
- i. "Multi-Family Complex" means any Premises with two (2) or more Dwelling Units, where such Dwelling Units receive centralized Collection Services (and not individualized Cart-based Collection Services).
- j. "Multi-Family Dwelling Unit" means a Dwelling Unit in a Multi-Family Complex.
- k. "Overage" is defined as (i) Refuse, Recyclables or Green Waste exceeding its Container's intended capacity such that the lid is lifted by at least ten inches (or would be lifted by at least ten inches if lowered) or (ii) Refuse, Recyclables or Green Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.
- l. "Premises" means any parcel of real property in the City where Solid Waste is generated or accumulated.
- m. "Recyclables" means aluminum cans, PET bottles with the symbol #1 with screw tops only, HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.), PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles), steel and tin cans, glass food and beverage containers – any color, newspaper, mail, uncoated paperboard (Cereal boxes, food and snack boxes), old corrugated containers/cardboard (uncoated) (moving boxes, pizza boxes), magazines, glossy inserts and pamphlets.
- n. "Residential Premises" means a Single-Family Premises.
- o. "Roll-Off Container" means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

- p. “Service Recipient” means an owner or occupant of a Residential or Commercial Premises who is receiving Collection Services.
- q. “Single-Family Premises” means (i) any Premises with less than four (4) Dwelling Units, and (ii) any Premises with four (4) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Collection Services (and not centralized Collection Services), which Premises have been registered or verified with the City for the receipt of Collection Services.
- r. “Solid Waste” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the City, including discarded Recyclables and Green Waste, but excluding Unacceptable Waste.
- s. “SWRCD Services” means the process by which Solid Waste is removed from a Commercial or Residential Premises, transported to a transfer, disposal or processing facility, and subsequently disposed or processed.
- t. “Unacceptable Waste” means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to the Contractor pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any applicable statute, rule or regulation, damage to Collection Services equipment or facilities, or present a substantial endangerment to the health or safety of the public or Contractor’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **Services Rendered.** Contractor shall serve as the Providence City SWRCD Services provider providing all SWRCD Services within City municipal limits.

- a. *Exclusive Provider.* Contractor is granted the exclusive duty, right and privilege to provide SWRCD Services or otherwise handle all Solid Waste generated, deposited, accumulated or coming to exist at all Residential Premises in the City. All Residential Premises in the City shall receive SWRCD services through Contractor and shall enroll in SWRCD with the City through the forms and agreements adopted by the City. Contractor shall be the exclusive provider for routine Commercial SWRCD Services that include collection by a front load truck.
- b. *Exception to Exclusivity.* Nothing in this Agreement prevents any owner, occupant or tenant of a Premises from personally handling, hauling, or transporting SWRCD generated by or from such premises for purposes of disposing of the same at an authorized disposal area or transfer station.
- c. *Enforcement of Exclusivity.* City shall use good faith efforts to protect and enforce the exclusive rights of Contractor through appropriate ordinances and enforcement of those ordinances against third party violators.

- d. *Missed Pickup.* In the event of a missed pickup or because of a holiday, Contractor shall have one (1) business day to effectuate the pickup after the missed pickup.
- e. *Schedule.* Contractor shall provide SWRCDC Services between 6:00 a.m. and 9:00 p.m. and may not operate outside of these hours.
- f. *Holiday Schedule.* Contractor is not required to provide SWRCDC Services on the following days:
 - i. New Year's Day
 - ii. Martin Luther King Day
 - iii. Memorial Day
 - iv. Independence Day
 - v. Pioneer Day
 - vi. Labor Day
 - vii. Thanksgiving Day
 - viii. Christmas Day
 - ix. And any other days the disposal facility is closed.
- g. *Disposal Facility.* City shall contract with the Disposal Facility for Contractor to dispose of all Solid Waste. Contractor shall contract with any Disposal Facility for disposal of all Green Waste and Recyclables.

3. ***Term of Agreement.*** The Agreement shall commence on May 1, 2024, and shall continue for an initial two (2) year term ("Initial Term"). After the Initial Term, this Agreement shall renew for successive three (3) year terms. Either party may terminate this Agreement by giving notice at least ninety (90) days prior to the expiration of that term.

4. ***Compensation.*** City agrees to compensate Contractor in accordance with the term sheet attached and incorporated hereto as Exhibit "A".

- a. *Price Adjustment.* The compensation as calculated in Exhibit A shall increase, but never decrease, by an amount equal to the current rates multiplied by one hundred percent (100%) of the percentage change of the average Consumer Price Index Series Expenditure category of Water and sewer and trash collection services, not seasonally adjusted, as published by the United States Department of Labor Statistics for the 12 month period ending the previous January 31 on each anniversary of the commencement of the Initial Term. At the end of each month, Contractor shall submit an invoice to City for the services provided in this Agreement consistent with the rates in Exhibit A as adjusted.
- b. *Increase in Recycling Costs.* If the cost to dispose of or collect Recyclables materially increases, in the sole discretion of Contractor, Contractor may increase the rates in Exhibit "A." Such increase in rate of Recycling may be immediately adjusted at anytime, irrespective of rate increases listed in Section 4(a) of this Agreement, by written notice by mail or email to City as described in this Agreement.

5. **Equipment Ownership.** Unless otherwise agreed in writing by the Parties, City shall purchase the garbage trucks necessary to perform the obligations of this Agreement. At the beginning of the Initial Term, or within a reasonable time thereafter, City shall purchase three trucks to be used in the performance of this Agreement by Contractor (“Equipment”). Two (2) of the trucks shall be side load trucks designed for residential collection and one (1) of the trucks shall be a front-end loading truck, designed for commercial collection. Contractor shall, at the beginning of the Initial Term or within a reasonable time thereafter, purchase one front-end loading truck, designed for commercial collection. Contractor may purchase any trucks it deems necessary to fulfill the needs of this Agreement or its operations outside of this Agreement.

6. **Lease of Equipment.** City shall maintain a sufficient number of trucks, in conjunction with any trucks purchased by Provider, to fulfil the needs and requirements of this Agreement. As part of the Consideration of this Agreement, Contractor shall lease the Equipment on the following terms:

- a. **Term of Lease.** Contractor hereby leases from City the above-described Equipment. The term of this Lease Agreement shall be the same as the term described in Section 3 of this Agreement. At the termination of this Agreement, Contractor shall return the Equipment to City at the location where the equipment was received by Contractor or at such other location as City may request. Contractor acknowledges that the Equipment is leased ‘as is’ without warranties.
- b. **Lease Payments.** Contractor shall pay an annual lease payment to City in the amount of one dollar (\$1.00). City is otherwise compensated for the lease of the Equipment under the terms of this Agreement.
- c. **Maintenance and Repairs.** Contractor shall assume responsibility for the ordinary and routine maintenance on the Equipment. This includes all manufacturer recommended maintenance including all oil changes, tire rotation and repairs, greasing, and replacing air filters. Any and all repairs that are not routine and ordinary, including tire replacements, shall be the responsibility of City. City shall purchase all tires and subtract the costs thereof from the monthly bill with the same procedures designated in Section 11. All labor associated with tire replacement shall be the responsibility of Contractor. Contractor shall notify City of the need for maintenance by the City and City shall cause said repairs or maintenance to be performed in a reasonably timely manner. Contractor may perform said repairs or maintenance required to be performed by City and may bill City a reasonable rate for mechanic time and for parts to repair.
- d. **Risk of Loss.** City hereby assumes all risk of loss and damage to the Equipment from any cause not caused by Contractor’s negligence. In the event of the loss of or damage to the Equipment not caused by Contractor’s negligence, City shall (a) place the Equipment in a good state of repair, or (b) replace the Equipment with like equipment in good repair, satisfactory to Contractor, which equipment shall become subject to this Agreement. Any loss or damage to the Equipment caused by Contractor’s negligence, Contractor shall (a) place the Equipment in a good state of repair, or (b) replace the Equipment with like equipment in good repair, satisfactory to City, which equipment shall become subject to this Agreement and be the exclusive property of City.

- e. *Licensing.* Contractor shall be responsible to maintain all applicable state and federal licensing to operate the Equipment.
- f. *Liability Insurance.* Contractor shall provide liability and physical damage coverage for the Equipment in the amount of one million dollars (\$1,000,000.00) of auto liability coverage, one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate.
- g. *Use of Equipment.* Contractor may only use the Equipment designed for residential collection in the performance of this Agreement. Contractor may use the front load truck for the SWRCD services owned by the City outside of the City but must compensate City according to Exhibit A if a City-Owned truck is used outside of the City.
- h. *Option to Purchase.* Contractor is hereby granted an option to purchase the Equipment, each one individually or collectively, at the fair market value of the Equipment at the time of exercising its option to purchase. Contractor may exercise its this Option to Purchase at any time during this Agreement. Fair market value shall be determined by an appraiser agreed upon by the Parties. If the Parties cannot agree on an appraiser to determine the fair market value, each Party shall select an appraiser and those appraisers shall submit their valuations to a third appraiser selected by the two appraiser, who shall determine the fair market value. The valuation of the selected appraiser shall be binding on the Parties. Upon receipt of the fair market value determination, Contractor shall close the transaction within forty five (45) days.

7. ***Residential Premises Services.*** Contractor shall be the sole provider for recurring residential SWRCD services within City limits. Contractor shall only provide SWRCD services to City, unless otherwise agreed upon in writing. City shall own and provide all residential SWRCD Containers

- a. *Residential Customer Service and Billing.* City shall be responsible for enrolling any participants of residential SWRCD service provided under this Agreement. City shall cause each participant to be billed for said services and collect the fees of residential SWRCD services from each participant. City shall be the point of contact for all customer service-related issues with residential SWRCD services. City may contact Contractor if a customer service-related issue needs to be addressed by Contractor. Contractor may, but is not required, to implement a requested change to SWRCD services as a result of a customer complaint or request.
- b. *Residential Services Recipient Agreement.* City shall require all residents when applying for a SWRCD container to enter into an agreement (“Customer Agreement”) that requires the resident to assume liability for the SWRCD container including in the event the container is damaged or lost. If a container is damaged or lost, the citizen shall be required to pay for a new SWRCD container. The Customer Agreement shall require the Service Recipient to agree to abide by the prohibitions as contained in Section 9 of this Agreement. If the City fails to require the Customer Agreement for any Service Recipient, or fails to collect the cost of a replacement Container, City shall pay the cost of replacing the Container or any other cost for failure to abide by term contained in the Customer Agreement. If a Container is lost or damaged by Contractor’s negligence, Contractor shall pay to replace the damaged Container.

- c. *Location of Pickup.* Contractor will pickup residential SWRCD services at the location that collection has been effectuated historically. Contractor will perform residential SWRCD services on any improved, dedicated roadway within the City but shall not be required to enter onto private roadways.

8. **Commercial Services.** Contractor shall be the exclusive provider of recurring commercial SWRCD services within City. Contractor may engage in recurring or nonrecurring commercial SWRCD services in addition to services provided within City.

- a. *Commercial Customer Services and Billing.* Contractor shall be responsible for contracting with each commercial customer for recurring or nonrecurring SWRCD services. Contractor shall be the point of contact for all commercial SWRCD customers.
- b. *Commercial Pricing.* When using City-owned equipment, Contractor shall compensate City consistent with the pricing schedule in Exhibit “A” as adjusted. If Contractor uses its own equipment, Contractor is not required to pay City for any collection.

9. **Prohibitions.** City shall require either by contract or ordinance, that the following prohibitions be effective and binding:

- a. Except as provided herein, it shall be unlawful for any person, except Contractor, to collect or remove any Solid Waste, whether commercial or residential, accumulated or located within the City, or use the streets, avenues, alleys or ways within the City for the purpose of collection or transportation of same.
- b. It shall be unlawful for more than one Single-Family Premises to share the same Collection Services account with the City.
- c. It shall be unlawful for any person to intentionally remit any Unusable Waste in any Container with the purpose of the Unusual Waste being picked up as part of Collection Services.
- d. It shall be unlawful for any person to cause any Overage with any Container.
- e. It shall be unlawful for any person to overfill any Container. For the purposes of this subsection, “overfill” shall mean two times the volume capacity of the Container.
- f. Nothing herein shall be construed to prohibit any owner, occupant or tenant of a Premises from personally handling, or contracting with a third-party on a strictly limited basis for purposes of hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station.
- g. Nothing herein shall be construed to prohibit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the City or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator of the Recyclables.

10. **Location.** City shall provide a location with sufficient space for spare containers and trucks to be parked when not in use (“Location”). City shall provide a space and fuel tanks (“Reserve Tanks”) at the Location for Contractor to refuel the trucks.

11. **Fuel.** City shall supply all fuel necessary to the Reserve Tanks at the Location for Contractor to operate its business. City shall ensure there is sufficient fuel in the Reserve Tanks at the Location to fulfil the needs of Contractor. Contractor will track and account for the amount of fuel used by Contractor. Contractor will note the amount of fuel used in the month on its monthly invoice and City will deduct the cost of the fuel used during that month from the total amount of the invoice. Contractor may use fuel provided by the City to complete any of its operations, including SWRCD services outside City. Contractor’s only obligation is to pay for fuel it uses for any purpose. Contractor may also use City’s PO number at a gas station to obtain fuel under this Section.

12. **Default and Termination.** Except as otherwise provided herein, the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement; provided, however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

13. **Force Majeure.** Except for failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

14. **Compliance with Applicable Laws.** Contractor shall ensure that its employees meet driver qualification standards of the U.S. Department of Transportation. Contractor shall comply with all applicable federal, state, and local laws related to SWRCD services.

15. **Contractor Independence.** With respect to all services performed under this contract, Contractor is deemed to be an independent contractor serving in the capacity of SWRCD Services Provider for the City. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for Worker’s Compensation, Social Security, unemployment benefits,

or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries, or other remuneration paid to persons employed by Contractor on work performed under the terms of this Contract. Contractor shall defend, indemnify and hold harmless the City from any claims or liability for such contributions or taxes. Nothing contained in the Agreement, nor any act of the City or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the City. The Contractor has no authority to take action or execute any documents on behalf of the City.

16. **Entire Agreement.** This Agreement, including the Lease Agreement attached here, sets forth the entire understanding agreement of the parties with respect to the subject matters stated herein and supersedes any prior or contemporaneous oral and/or written agreements or representations, if any, between the parties; that the terms of this Agreement are contractual and not mere recitals; and the parties acknowledge that no promise or agreement not included in this Agreement has been made, but that they are relying solely upon their own judgment after consultation with their respective attorney or attorneys.

17. **Counterparts, Duplicate Copies, and Facsimile Copies.** This Agreement may be executed in counterparts such that an Agreement with a complete set of signatures, whether or not on different copies of the page on which the signatures appear, shall constitute a fully-executed agreement; all executed copies of this Agreement shall constitute duplicate originals; and a copy or facsimile signature shall be treated for all purposes as an original signature.

18. **Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the state of Utah.

19. **Dispute Resolution.** All disputes under this Agreement shall first be submitted to nonbinding mediation in the State of Applicable Law before an agreeable mediator. If the parties are unable to reach a resolution in mediation, any lawsuit brought regarding this Agreement shall be brought in the First Judicial District Court in Cache County, State of Utah or in the Federal District Court for the District of Utah. The prevailing party in any dispute relating to the Agreement shall be awarded its attorneys' fees and costs and expert fees and costs incurred to the fullest extent allowed by applicable law.

20. **Assignment.** City may not assign or transfer its rights and/or obligations under the Agreement without the consent of Contractor which consent may not be unreasonably withheld. Contractor may assigns its rights and/or obligations under this Agreement by giving written notice of any assignment to City. Any successor, assignee, or purchaser expressly assumes the obligations of this Agreement. Any assignment or transfer not in compliance with this Agreement is void.

21. **Modification.** This Agreement may not be modified in any manner except in writing signed by each of the parties.

22. **Authority.** The undersigned each represents that they have full authority to sign this Agreement and to enter into this Agreement on behalf of the party to the Agreement so reflected by each signature.

23. **Licenses.** Contractor shall maintain all of the required professional licenses and accreditations. Contractor shall ensure all of its employees maintain all required licenses and accreditations necessary to perform the SWRCD Services.

24. **Insurance.** Contractor shall maintain adequate insurance, including adequate malpractice insurance. Contractor hereby agrees to carry sufficient Workers' Compensation coverage to cover any claims forwarded by the services contemplated in the Agreement. Contractor shall maintain Comprehensive General Liability Insurance in the amount of five hundred thousand dollars (\$500,000.00) per occurrence, one million dollars (\$1,000,000.00) aggregate.

25. **Breach.** In the event that a breach occurs concerning any aspect of the Agreement, the parties hereby agree that the breaching party shall be responsible for all costs, including attorneys' fees, incurred by the non-breaching party in its attempts to be made whole from the breach.

26. **No Waiver.** The failure of either party to the Agreement to insist upon the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of the Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver occurred.

27. **Notices.** Notice as required under this Agreement, shall be sent to the following addresses by certified mail or email:

Clean Slate Services, LLC
635 W 1600 S
Lewiston, UT 84320
Email: cleanslatewaste@gmail.com

Providence City
Attn:
164 North Gateway Dr.
Providence, UT 84332
Email:

28. **Severability.** The invalidity of any portion of this agreement for any reason will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of the Agreement is held to be invalid, the parties hereby agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid portion.

{REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURES TO FOLLOW}

IN WITNESS WHEREOF, the undersigned have executed this Agreement, consisting of four (10) pages, on the dates herein shown below.

CITY:

PROVIDENCE CITY

Kathleen Alder, Mayor (Date)

Attest:

Tyler Cameron, City Recorder (Date)

CONTRACTOR:

CLEAN SLATE SERVICES, LLC

Keaton Haviland, Manager (Date)

EXHIBIT "A"

RESIDENTIAL PRICING

DESCRIPTION OF SERVICE	FREQUENCY OF SERVICE	UNIT PRICE/MONTH	TIPPAGE RESPONSIBILITY
60 Gallon Black Cart	Weekly	\$5.00	CITY
90 Gallon Black Cart	Weekly	\$5.00	CITY
60 Gallon Recycling Cart	Bi-Weekly	\$4.00	CONTRACTOR
90 Gallon Recycling Cart	Bi-Weekly	\$4.00	CONTRACTOR
60 Gallon Green Waste Cart	Weekly (Seasonal)	\$4.50	CONTRACTOR
90 Gallon Green Waste Cart	Weekly (Seasonal)	\$4.50	CONTRACTOR

COMMERCIAL PRICING

DESCRIPTION OF SERVICE	FREQUENCY OF SERVICE	UNIT PRICE/TONAGE YARD	TIPPAGE RESPONSIBILITY
City-Owned Commercial Container (serviced with City's Equipment)	Varies	\$1.40	CONTRACTOR
City-Owned Commercial Container (serviced by Operator's equipment)	Varies	\$0.90	CONTRACTOR
Contractor-Owned Commercial Container (served by City's Equipment)	Varies	\$0.50	CONTRACTOR