

**MILLVILLE CITY COUNCIL MEETING**  
**City Hall – 510 East 300 South – Millville, Utah**  
**July 13, 2023**

**PRESENT:** David Hair, Daniel Grange, Clay Wilker, Pamela June, Ryan Zollinger, Tara Hobbs, Chad Kendrick, Corey Twedt, Kara Everton, Blake Leonelli, Mary Jo Davis, Emilee Pini, Dean Stevens, Joe Cullumber, Kira Watson, Katelyn Simon, Nathan Anderson, Merrick McClellan, Bonnie Farmer, Jack Semadeni, Maya Christopherson, Will Broadbent, Jocelyn Kleven, Jeremy Ward, NeCole Walton

**Call to Order/Roll Call**

Mayor David Hair called the City Council Meeting to order for July 13, 2023, at 7:00 p.m. The roll call indicated Mayor David Hair and Councilmembers Pamela June, Clay Wilker, Ryan Zollinger and Daniel Grange were in attendance with Councilmember Michael Callahan excused.

**Opening remarks/Pledge of Allegiance**

Councilmember Zollinger welcomed everyone to the Council Meeting and led all present in the pledge of allegiance. He then offered a word of prayer.

**Approval of agenda**

The agenda for the City Council Meeting of July 13, 2023 was reviewed. Mayor Hair said that Cody Ruud has decided not to pursue a business license at this time and that agenda item should not be considered at this meeting. **Councilmember Zollinger moved to approve the modified agenda for July 13, 2023.** Councilmember Grange seconded. Councilmembers Wilker, June, Grange and Zollinger voted yes with Councilmember Callahan excused. (A copy of the agenda is included as Attachment “A”.)

**Approval of minutes of the previous meeting**

The Council reviewed the minutes of the City Council Meeting for June 8, 2023. Councilmember June pointed out a typo in the minutes that was corrected during the meeting. **Councilmember Grange moved to approve the minutes for June 8, 2023.** Councilmember Wilker seconded. Councilmembers Wilker, June, Grange and Zollinger voted yes with Councilmember Callahan excused.

**Public comment period**

Mayor Hair opened the floor for any public comments.

Dean Stevens said that in living by the roundabout he sees a lot of what goes on there. He said that he has concerns with children trying to cross 450 North on the east side of Main Street going either north or south. Twice recently, Dean has gone out into the roundabout to help kids that get stuck in the middle. The drivers are not treating the crosswalk like a crosswalk or paying attention to the yield signs and are not stopping to let kids cross. Dean said that he would suggest the Council look at the cost and consider a set of blinking lights that come with a button that a pedestrian can push before they cross. He said that he feels like this is a bit dangerous right now and wanted to bring it to the attention of the City Council.

Wendy Wilker said that she has asked to be on the agenda for the City Council meeting on August 10<sup>th</sup>, but wanted to briefly discuss her concern now so that the Council can begin thinking about it. She said that there is a strip of property owned by the school district between Ridgeline High School and the houses that are east of the school. She said that it is approximately 16 feet wide and runs about three quarters of a block. Wendy said that this strip gets a lot of traffic. It runs to the edge of the Wilker property and then ends. Students from the school go along that strip and then continue through the Wilker property. Wendy said that she has discussed this with the school district and asked if they would deed over the land to the property holders that front the strip. The school doesn't want to transfer to multiple owners but would transfer it to Millville City. The school district did say that they would put up a gate and provide a key to the canal company so they could have access. Wendy said that she would like to request the City take ownership from the school district and then divide it in parts to the property owners.

**Request for a business license for The Party Lab Company LLC**

Laci Leishman has submitted a request for a business license for The Party Lab Company LLC at 65 East 650 North. She was not present at the meeting.

**Councilmember Zollinger motioned to table the review of the business license application until Laci could come to a City Council meeting to discuss the business.** Councilmember Grange seconded. Councilmembers Wilker, June, Grange and Zollinger voted yes with Councilmember Callahan excused. (A copy of the license application is included with the minutes as Attachment "B".)

**Discussion on garbage service transition to Waste Management**

Mayor Hair introduced Blake Leonelli. Blake said that he is on the Government Affairs Team with Waste Management and that he is excited for this project and happy to be working with cities in Cache Valley. He said that Waste Management is working on a social media blitz now and would be sending out postcards to the residents with information in the future. He said that Waste Management would be looking for opportunities over the next year to optimize the service they provide and to make it more efficient.

Councilmember Zollinger asked about the schedule for the transition from Logan City to Waste Management for garbage service. Blake said that it would happen on October 1<sup>st</sup>.

Recorder Twedt said that he and Mayor Hair had spoken with Blake on a phone call the previous week and gotten some additional information which was in the staff report for this meeting.

Green waste was discussed briefly. The City Council will need to make some decisions concerning green waste in the coming months. If there is a demand for personal green waste cans, every resident would need to have one and the monthly bill would go up about \$9 per home. The City could also consider a green waste roll off bin near the City office, but we aren't sure on that cost yet.

Blake said that he thinks Logan City will continue to allow green waste at the landfill for a fee after October.

Dean Stevens asked about where Logan will be taking their garbage in the future. Mayor Hair said that Logan City owns the landfill in Clarkston and they will continue to use that location. Dean asked where Waste Management is planning to go with the garbage they collect. Blake said that for now, they will contract with Logan City to use their landfill. Emilee Pini asked about other possible locations for landfills going forward. Blake said that in addition to Logan's landfill, there are some other options for use of existing landfills that are a little further away. Waste Management may also consider purchasing property for their own landfill in the future, but for now, they plan to stick with Logan City.

Dean Stevens asked about where Waste Management is headquartered. Blake said that the corporate offices are in Houston, but they have Waste Management of Utah that has its headquarters in Utah and they now have an office in North Logan.

The Council thanked Blake for coming to the meeting to answer questions. (A copy of the related staff report is included with the minutes as Attachment "C".)

### **Ridgeline High School request for letter "R" on hillside**

Nathan Anderson introduced himself as a student from Ridgeline High School that will be beginning his senior year in the fall. He said that Ridgeline has now been a high school for eight years and it is time that they get a letter "R" on the hillside representing the school. Nathan said that he feels like this would help boost school spirit for the students.

He explained that there are a few options for the location of the "R" as well as how they might paint it or use lights.

Nathan said that the Division of Wildlife Resources (DWR) have said that they will require payment for an easement if the letter is placed on land that they manage. Recorder Twedt said that the students may be able to offer some kind of labor to assist in fire prevention in

exchange for use of the land as wildfires are always an ongoing concern for DWR in this area.

Councilmember Wilker asked what they were looking for from the City. Nathan said that they just wanted to let the City know what they were working on and hoped they would have City support with this project.

Councilmember Grange said that if they get stuck with DWR, they could potentially reach out to Representative Casey Snider for help.

Mayor Hair thanked the students for coming and keeping the City in the loop on what they are working on. (The related information from the agenda packet is included with the minutes as Attachment “D”.)

**Report on P&Z Meetings held June 22, 2023 and July 6, 2023**

Development Coordinator Everton reviewed with the Council the Planning Commission’s draft minutes for the meetings held on June 22, 2023 and July 6, 2023.

**Impact fee requirements for swimming pool on second lot**

Joe Cullumber said that he was here to request a reduced water impact fee for the lot adjacent to his home on which they are building a swimming pool.

Mayor Hair asked why they were needing a new water meter for the swimming pool instead of connecting to the existing meter on the property with the home. Joe said that it would be more accessible to connect the second lot to the water main on 550 East.

Joe said that it would make sense for a reduced impact fee since the impact would be much less than a standard home. Mayor Hair pointed out that there are many Millville residents that only live in the City a portion of the year and they are required to pay the same. Recorder Twedt said that the code does not differentiate or set different fees based on different usage amounts. There are homes with a single person and other homes with many people, but the cost of the impact fee remains the same.

Councilmember Grange said that his main concern would be setting a precedence of making an exception to the code. He said that the City Code required payment of a full impact fee for the second connection on the second lot.

Councilmember Zollinger said that he doesn’t think the request for a reduced impact fee should be granted. He said that he understood the request and sympathizes but doesn’t think the City should make an exception. Councilmember Grange said that he agreed and wanted to treat all Millville residents the same. The request for a reduced impact fee was not granted.

**Consideration of a resolution approving the rezone of the South Park Extension property from Agricultural (A) to Open Space (OS)**

Mayor Hair reviewed with the Council the resolution to approve the rezone of the property that was recently annexed into Millville as the South Park Extension.

Recorder Twedt said that he thought it may be good to relook at the code and how the City handles a rezone associated with an annexation. He said he felt like it may be good to do both things at the same time. In doing so, a developer that is annexing property will not run into surprises with zoning changes and the residents will know what to expect at the time of an annexation instead of after the property has already moved into the City and then later is zoned to something for which they may not approve. The Council agreed that this change would make sense.

**Councilmember Wilker moved to approve Resolution 2023-13.** Councilmember Grange seconded. Councilmembers Wilker, June, Grange and Zollinger voted yes with Councilmember Callahan excused. (The approved resolution is included with the minutes as Attachment “E”.)

**Consideration of a resolution accepting a settlement agreement with the Millville/Nibley Cemetery Board**

Recorder Twedt pointed out that the attorney for Millville City and the new attorney for the Cemetery Board have been meeting and working on a possible settlement agreement to close out the lawsuit filed by the Cemetery Board. He said that members of the Cemetery Board met last night and signed the agreement. This agreement will accomplish the things that have been discussed by the Council previously in controlling the access points to the cemetery and ensuring that they are not in an intersection. The cemetery board will put back the fence that they removed near the 200 East 100 North intersection. Most of all, the agreement will end the lawsuit so that neither entity will need to continue spending taxpayer money on attorney fees.

Mayor Hair thanked to Mary Jo David for bringing the signed agreement to the Council. The signatures from the Cemetery Board on the agreement were discussed.

**Councilmember Zollinger motioned to approve Resolution 2023-14.** Councilmember Wilker seconded. Councilmembers Wilker, June, Grange and Zollinger voted yes with Councilmember Callahan excused. (A copy of the approved resolution is included with the minutes as Attachment “F”.)

**Possible COG project application and scheduling of public hearing**

Recorder Twedt said that he attends a meeting at the County once a year just in case Millville City plans to submit a COG application. Attendance at that meeting is a requirement for an entity that applies for COG funding.

Recorder Twedt reported that the COG project that was awarded to Millville City last year for the design of the road that would connect 300 South in Millville to the stoplight and intersection on the highway with Nibley 3200 South is ongoing. They are planning to do some geotechnical studies tomorrow morning.

This year Recorder Twedt said he thought it might be good to apply for a spot-improvement project to fix the intersection of 300 South and 550 East. This intersection is a known problem and is something that we will want to get fixed in the future. A spot improvement project comes with fewer requirements with COG, but the total cost must be under \$300,000. One requirement for construction money is 90% engineering design. Recorder Twedt he had already been discussing this with an engineering firm. The engineering fees can be included in the total reimbursable costs of the project, but if it is not funded, we can't recoup the money spent to get through the design phase. The engineering costs are pretty minimal, and the design is something the City will likely want in the future, even if we don't do this project this year.

The consensus of the Council was that this was a worthwhile project and it made sense to apply this year.

Recorder Twedt said that one of the requirements for the COG application is to hold a public hearing to see if there are any comments from the public on the proposed project or any other ideas. The COG application is due in August, so the public hearing would need to be scheduled for the next City Council meeting on August 10<sup>th</sup>.

**Councilmember June motioned to schedule a public hearing to discuss possible COG projects at the next City Council meeting on August 10, 2023.** Councilmember Zollinger seconded. Councilmembers Wilker, June, Grange and Zollinger voted yes with Councilmember Callahan excused.

**Assignment of representative from Millville City to serve on the Sewer Treatment Plant Board**

Mayor Hair reminded the Council that Millville City would have one appointment for the Sewer Treatment Plant Board and that the City Council would need to determine who would fill that appointed position.

After some deliberation, it was determined that Councilmember Zollinger would initially serve as the Millville representative on the board.

Recorder Twedt said that this should be done with a resolution and that he would have one prepared for consideration at the next City Council meeting. (The related staff report is included with the minutes as Attachment "G".)

**Millville park use for team sports**

Public Works Director Chad Kendrick said that the use of the grass at the parks for team sports has increased dramatically again this year. There are several soccer teams that use the park every day. The other night, there were seven teams using the south park grass at the same time. It has become a problem in that the fields are hard to maintain with the amount of use and the number of teams. He said that public works has been spending a lot of time trying to get the grass to grow.

NeCole Walton said that Providence limits the number of teams and doesn't allow use of the fields for soccer during the month of July.

Recorder Twedt said that one of the reasons that use of the Millville parks has increased so much is because Nibley has pulled out of South Cache Soccer and now runs their own program. As a result, less fields are available for the South Cache Soccer League, and they are using every scrap of grass they can in Millville. Recorder Twedt said that one possible solution is to investigate the possibility of teaming up and supporting the Nibley recreation soccer and inviting Millville residents to participate there as well as sharing some of our park space with Nibley City for soccer.

NeCole said that currently there are 4 to 5 teams per competitive soccer field in Millville and then they fill things in with the recreation teams. She suggested Millville charge \$75 for spring and \$75 for fall per team and then close the parks for soccer for the month of July. She said that Providence charges \$100 per team per season and that it would be increasing to \$150 next year. Hyrum City doesn't charge anything for use of the fields, but each team pays \$60 for painting of the fields and that cost goes directly to the field painter.

Councilmember Zollinger suggested they close for the summer next year and limit the number of teams. NeCole said that there are currently seven competitive teams with home field scheduled to be in Millville. Councilmember Zollinger also said that Millville would close the fields if it rained and that needs to be clear to all of the teams.

Councilmember Wilker said that he agreed. Many of the sports teams that use Millville parks don't care about taking care of things and they cause issues. Someone from the soccer organization needs to take responsibility and ensure that if the fields are wet, the teams don't show up to play.

Mayor Hair asked staff to look at how they think this should run moving forward and come to the next meeting with a proposal.

**Consideration to appoint Bonnie Farmer as a Planning Commissioner**

Councilmember June said that Bonnie Farmer's term on the Planning Commission is up in August and said that she feels Commissioner Farmer is doing a great job on the Planning Commission and is willing to serve another term.

**Councilmember June motioned to appoint Bonnie Farmer to another term on the Planning Commission.** Councilmember Zollinger seconded. Councilmembers Wilker, June, Grange and Zollinger voted yes with Councilmember Callahan excused.

**Consideration to appoint Garrett Greenhalgh as a Planning Commissioner**

Councilmember June said that like Commissioner Farmer, Commissioner Greenhalgh's term is also up in August. Councilmember June said that Garrett does a great job, and she recommends he also be appointed to serve another term on the Planning Commission.

**Councilmember June motioned to appoint Garrett Greenhalgh to another term on the Planning Commission.** Councilmember Grange seconded. Councilmembers Wilker, June, Grange and Zollinger voted yes with Councilmember Callahan excused.

**City Reports**

Director of Public Works Kendrick reported that work on the park extension was now complete. All the new trees have been planted and it is looking good over there.

Director Kendrick also reported that the spring is running really well and higher than ever.

**Councilmember Reports and Items for Future Agendas**

(A copy of the Councilmember Assignments List is included with the minutes as Attachment "H".)

Councilmember June said that she was contacted by a resident that is concerned about the high weeds on the property of her neighbor. Recorder Twedt said he would investigate it from a code enforcement perspective.

The City Celebration was discussed. The Council thanked those that participated and did all the planning and work the day of the event.

Councilmember Wilker said that he has met with representatives from Ridgeline High School about the extremely late-night baseball games. He also said that students are now doing early morning football practice with loud music playing. Mayor Hair said that Recorder Twedt had been in contact with the school administration and they have said they are working on resolving the issue.

Mayor Hair said that some of the trenches in the roads for the sewer lines are getting beat up and need a little maintenance. Staff said that they would discuss this in the upcoming sewer construction meeting with Whitaker Construction.

Planning Commissioner Bonnie Farmer suggested the City look at getting some permanent signs for no fireworks in the City parks.

**Adjournment**

**Councilmember Wilker moved to adjourn the meeting.** Councilmember June seconded. Councilmembers Wilker, June, Grange and Zollinger voted yes with Councilmember Callahan excused. The meeting adjourned at 9:10 p.m.

## NOTICE AND AGENDA

Notice is hereby given that the Millville City Council will hold their regularly scheduled Council Meeting on Thursday, July 13, 2023, at the Millville City Office, 510 East 300 South in Millville, Utah, at 7:00 p.m.

1. Call to Order / Roll Call – Mayor Hair
2. Opening Remarks / Pledge of Allegiance – Councilmember Zollinger
3. Approval of agenda
4. Approval of minutes of the City Council Meeting – June 8, 2023
5. Agenda Items—
  - A. Public comment period (2 min/person)
  - B. ~~Business license request for Dynamic Machine and Engineering at 250 S. Main – Cody Ruud~~
  - C. Business license request for The Party Lab Company LLC at 65 E. 650 N. – Laci Leishman
  - D. Discussion on garbage service transition to Waste Management – Blake Leonelli
  - E. Ridgeline High School request for letter “R” on hillside – Nathan Anderson
  - F. Report on P&Z Meetings held June 22, 2023 and July 6, 2023 – Development Coordinator Everton
  - G. Impact fee requirements for swimming pool on second lot – Joe Cullumber
  - H. Consideration for resolution approving rezone of South Park Extension property (parcel 03-0370062) from Agricultural (A) to Open Space (OS) – Mayor Hair
  - I. Consideration of resolution accepting a settlement agreement with the Cemetery Board – Recorder Twedt
  - J. Possible COG project application and scheduling of public hearing – Recorder Twedt
  - K. Assignment of representative from Millville City to serve on Sewer Treatment Plant Board – Mayor Hair
  - L. Discussion on Millville park use for team sports – Public Works Director Kendrick
  - M. Consideration to appoint Bonnie Farmer as a Planning Commissioner – Councilmember June
  - N. Consideration to appoint Garrett Greenhalgh as a Planning Commissioner – Councilmember June
  - O. City Reports: Roads, Parks, Water – Public Works Director Kendrick
  - P. Councilmember reports and other items for future agendas
6. Adjournment.

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during public meetings should notify Corey Twedt at (435) 881-2669 at least three days prior to the meeting.

This agenda was posted on July 10, 2023, to the City posting locations, the City Website and the Utah Public Meeting Notices Website.

  
 \_\_\_\_\_  
 Corey Twedt, Recorder



**Millville City**  
 PO Box 308  
 510 East 300 South  
 Millville, Utah 84326  
 (435) 750-0924 corey@millvillecity.org  
[www.millvillecity.org](http://www.millvillecity.org)

**Attachment "B"**

**CHECK APPLICABLE BOX**

Commercial       New Application  
 Home Business     Application Amendment

**CHANGE OF:**

Ownership       Business Name  
 Address         Business Description

**Business License Application**

For businesses with a permanent physical location within the Millville City limits.  
 This is not the application for special events, temporary businesses or solicitors.

License No. \_\_\_\_\_  
 Date Received \_\_\_\_\_

**SECTION I: Business Information**

Application Contact: \_\_\_\_\_ Contact Ph: \_\_\_\_\_

A. Business Name "DBA": \_\_\_\_\_

B. Business Location: \_\_\_\_\_ Millville, UT 84326  
Street Address (include unit #)

C. Mailing Address: \_\_\_\_\_  Same as "B. Business Location"  
ATTN: Street (include unit#)/PO Box address City, State, Zip

D. Local Business Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ www: \_\_\_\_\_

**SECTION II: Business Description — General** (complete the commercial or the Home Business AND the far right column)

**COMMERCIAL**

Building/plaza: \_\_\_\_\_

Is this a secondary use within an existing business location?

Yes, in \_\_\_\_\_  No

Hours of Operation: \_\_\_\_\_

Type of Operation: (mark all that apply)

- Sales/Service: Customers typically come on site
- Sales/Service: Customers rarely come on-site
- Service no sales
- Fresh food service and/or preparation
- Manufacturing
- Medical/dental
- Daycare
- Instruction
- Preschool
- Other: \_\_\_\_\_

Previous use of location:  
 \_\_\_\_\_

**HOME BUSINESS**

Please Note:

A home business does not change the aesthetic character of the area and zone.

On-site employees?  Yes  No

If yes,

Up to how many? \_\_\_\_\_ Working hours? \_\_\_\_\_

Where will they park? \_\_\_\_\_

On-site customers?  Yes  No

If yes,

Up to how many per day? \_\_\_\_\_

Up to how many per week? \_\_\_\_\_

Where will they park? \_\_\_\_\_

On-site business will be performed from a:

(mark all that apply)

- Home office       Garage/storage room
- Desk and chair     Carport/driveway
- Shed/out building  Vehicle
- Other: \_\_\_\_\_

Do you intend to set-up off-site?

(i.e. in parking lot, at festivals, within stores)

Yes  No

Proposed start date: \_\_\_\_\_

**This Business Includes:**

- | Yes                      | No                                                                                       |
|--------------------------|------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> Signage                                                         |
| <input type="checkbox"/> | <input type="checkbox"/> Alcohol sales and/or services                                   |
| <input type="checkbox"/> | <input type="checkbox"/> Live entertainment on-site                                      |
| <input type="checkbox"/> | <input type="checkbox"/> Door-to-door solicitation                                       |
| <input type="checkbox"/> | <input type="checkbox"/> Fireworks sales on-site                                         |
| <input type="checkbox"/> | <input type="checkbox"/> Vending machines on-site                                        |
| <input type="checkbox"/> | <input type="checkbox"/> On-site secondary business                                      |
| <input type="checkbox"/> | <input type="checkbox"/> On-site events (ie. community party parking lot/sidewalk sales) |
| <input type="checkbox"/> | <input type="checkbox"/> Investment advice and/or service                                |
| <input type="checkbox"/> | <input type="checkbox"/> Pesticides use and storage                                      |
| <input type="checkbox"/> | <input type="checkbox"/> Hazardous materials use and storage                             |
| <input type="checkbox"/> | <input type="checkbox"/> Vehicle sales                                                   |
| <input type="checkbox"/> | <input type="checkbox"/> Firearms or explosives sales                                    |
| <input type="checkbox"/> | <input type="checkbox"/> Care of children or preschool                                   |
| <input type="checkbox"/> | <input type="checkbox"/> Any construction jobs over \$1,000                              |
| <input type="checkbox"/> | <input type="checkbox"/> Piercing, tattooing, perm, make-up                              |
| <input type="checkbox"/> | <input type="checkbox"/> Used merchandise transactions                                   |
| <input type="checkbox"/> | <input type="checkbox"/> Changes to existing garbage service                             |
| <input type="checkbox"/> | <input type="checkbox"/> Vehicles, trailers, mowers, etc. (stores on site)               |
| <input type="checkbox"/> | <input type="checkbox"/> Electrical, plumbing, structural, or mechanical changes to site |

**SECTION III: Business Description — Specific**

(attach additional pages if necessary)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





## AGENDA REPORT: WASTE MANAGEMENT GARBAGE COLLECTION July 13, 2023

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### Background

Currently, solid waste collection services throughout Cache County have been governed by the Cache County Solid Waste Advisory Board (SWAB) and provided by Logan City's Environmental Department.

On May 31, 2022, Logan City gave official notice to the other cities in Cache Valley that they would no longer be offering garbage services to residents outside of Logan City. The Cache Waste Consortium was then established consisting of most of the cities in Cache Valley to seek out garbage services. After RFPs were prepared and sent out and bids were received, Waste Management was selected as the garbage service provider for cities participating in the Cache Waste Consortium. The planned transition from Logan City to Waste Management is October 1, 2023.

This past week, Mayor Hair and Recorder Twedt had an initial call with Blake Leonelli from Waste Management to discuss a few questions about the new service. Blake will be attending the City Council meeting to introduce himself and answer additional questions that the City Council currently has.

Here are a few key points about the upcoming service with Waste Management:

- Garbage and Recycling will both be offered as a standard service with Waste Management
- Millville residents will use their existing black and blue cans
- Green waste cans will not be offered for just those residents that want them. The entire City can get green cans, but the cost is around \$9/per home/per month and would be required for every home

Below is a cost comparison of what residents are currently paying and the current expected monthly charges going forward.

	<b>Current Charge (with Logan)</b>	<b>October 1, 2023 (Waste Management)</b>
96 Gallon Garbage	\$16.15	\$15.99
64 Gallon Garbage	\$13.90	\$15.00
Recycle	\$3.00	\$5.00
Millville Processing	\$0.50	\$0.50
<b>90 Gallon Total</b>	<b>\$19.65</b>	<b>\$21.49</b>
<b>60 Gallon Total</b>	<b>\$17.40</b>	<b>\$20.50</b>



Corey Twedt <ctwedt@gmail.com>

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## Ridgeline Hillside Letter

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**Nathan Anderson** <nathant.anderson.2@gmail.com>

Mon, Jun 26, 2023 at 8:24 AM

To: corey@millvillecity.org

Hello Corey!

My name is Nathan Anderson.

I am going to be a senior next year at Ridgeline and I came up with a great idea for a senior gift. I thought that it would be cool to create another hillside letter for Ridgeline.

I am writing this to ask what it would take to be able to do this project. My plan for this is to have the "R" on one of the mountains and there is a perfect spot for it. As you are driving up West 2600 South, in Nibley, towards Ridgeline there is a part of the mountain that is directly above the school. That mountain is behind the deer fence up there which is owned by the Division of Wildlife Services, whom I have already contacted and waiting to hear back from. The coordinates for the mountain are, 41.684534,-111.794503

We have the options to either use lights to outline the letter, or use painted rocks to show the letter. I personally think that if we could do both to have the white show up during the day and light the light for certain events, like Homecoming, or Graduation, that would be great! However I am fine with whatever option you think would be best for the mountain, and I'm sure that the school would be fine with either as well.

If you could please email me back at [nathant.anderson.2@gmail.com](mailto:nathant.anderson.2@gmail.com) that would be great! And please let em know if there is anything that I need to do in order to get this project done.

Thank you,  
Nathan Anderson

**MILLVILLE CITY  
RESOLUTION 2023-13**

**APPROVING THE MILLVILLE CITY PARK EXTENSION REZONE OF  
PARCEL 03-037-0062 FROM AGRICULTURAL (A) TO OPEN SPACE (OS)**

WHEREAS, a petition to rezone property for parcel 03-037-0062 was received on May 5, 2023; and

WHEREAS, the Planning Commission has reviewed the rezone request and held a public hearing on July 6, 2023 to receive public input on the request; and

WHEREAS, the Planning Commission recommended to the City Council the approval to change the zoning as requested for said parcel;

THEREFORE, BE IT RESOLVED that Millville City approves the rezone of Parcel 03-037-0062 from Agricultural (A) to Open Space (OS).

Approved and passed by the Millville City Council this 13<sup>th</sup> day of July 2023.

SIGNED:



David Hair, Mayor

ATTEST:



Corey Twedt, City Recorder



COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan			X	
Daniel Grange	X			
Clay G. Wilker	X			
Pamela June	X			
Ryan Zollinger	X			

**MILLVILLE CITY  
RESOLUTION 2023-14**

**APPROVING A SETTLEMENT AGREEMENT WITH  
MILLVILLE/NIBLEY CEMETERY BOARD**

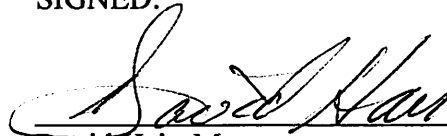
WHEREAS, on February 2, 2018, the Millville/Nibley Cemetery District Board signed a contract purchasing property from Millville City for expansion of the cemetery in Millville City; and

WHEREAS, on May 14, 2020, the Cemetery District Board filed a lawsuit against Millville City relating to the property sold to the Cemetery District in 2018;

NOW THEREFORE, be it resolved by the Millville City Council that the attached agreement for settlement of the Cemetery Board lawsuit against Millville City is hereby approved.

Passed and approved by the Millville City Council this 13<sup>th</sup> day of July 2023.

SIGNED:

  
David Hair, Mayor

ATTEST:

  
Corey Twedt, City Recorder



COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan			X	
Daniel Grange	X			
Clay G. Wilker	X			
Pamela June	X			
Ryan Zollinger	X			

**Millville-Nibley Cemetery Maintenance District**

**260 East 100 North**

**PO Box 423**

**Millville, UT 84326-0423**

The Millville-Nibley Cemetery District held a regularly scheduled board of directors meeting on July 12, 2023 with a quorum present.

At that meeting, upon motion duly made and seconded, the following resolution was adopted by the Board of Directors.

Resolved:

The Board approves the Mutual Settlement Agreement and Release dated July 12, 2023 with Millville City related to Case number 2001000142 (Lawsuit).

The Board approves the Quit Claim Deed from District to the City as attached to said Settlement Agreement.

Board members Randy Feser, Dan Ames and Chad Davis are authorized to sign the Settlement Agreement and Quit Claim Deed.

The Board's Counsel of record in the Lawsuit is authorized to sign and file documents necessary to dismiss the described lawsuit as agreed to in the Settlement Agreement.

End of Resolution

The voting on the Resolution was as follows:

Yes  No  Abstain

Randy Feser



Yes  No  Abstain

Dan Ames



Yes  No  Abstain

Chad Davis



Yes  No  Abstain

Jim Jensen



Dated this the 12 day of July, 2023

Attest:

  
Secretary

**MUTUAL  
SETTLEMENT AGREEMENT  
AND  
RELEASE**

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This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into this 12th day of July, 2023, by and between the Millville-Nibley Cemetery District, a local government entity and subdivision of the State of Utah (the “Cemetery”) and Millville City, a Utah municipal corporation (the “City”). The Cemetery and the City shall be individually referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS:**

WHEREAS, Cemetery filed a lawsuit against the City in the First District Court of Utah in and for the County of Cache, case number 200100142 (the “Lawsuit”) alleging various claims against the City;

WHEREAS, the City disputes the Cemetery’s claims in the Lawsuit and has filed an Answer and asserted various defenses;

WHEREAS, the Parties desire to settle in their entirety all disputes and differences between the Parties arising out of the facts and circumstances underlying the claims and defenses in the Lawsuit and agree on access points and common boundary lines;

**WITNESSETH:**

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Parcel Boundary Adjustment**

- a. The Parties agree to execute whatever instrument may reasonably be required to effectuate a parcel boundary adjustment between the common boundary of Parcel 03-030-0091 (owned by the Cemetery) and Parcel 03-030-0115 (owned by the City) so that the area shaded in green in Illustration 1 attached hereto (the “Adjustment Area”) will become part of and merge into Parcel 03-030-0115.
- b. Currently, the Parties believe the parcel boundary adjustment set forth in the preceding paragraph may be accomplished pursuant to Utah Code 10-

9a-523(1) via the quit claim deeds attached hereto as Attachment 1. The Cemetery has provided the legal description necessary for the quit claim deeds, but the Parties will verify the legal description before recording any documents. If for any reason the legal description is incorrect or the parcel boundary adjustment cannot be accomplished via a quit claim deeds as presently contemplated, the Parties will cooperate in preparing and recording whatever instrument is reasonably necessary to accomplish the parcel boundary adjustment agreement set forth in paragraph 1.a above.

2. Access points and Design Construction standards.

- a. Cemetery has multiple existing access points to the Cemetery from 100 North. Such access points will not change or require alteration.
- b. The Parties agree Cemetery may construct two additional entrances to the Cemetery: (1) an additional entrance off of 100 North (the "North Entrance") and (2) an additional entrance off of 200 East (the "East Entrance").
- c. The North Entrance shall be located at least 80 feet to the east of the City's right-of-way line for 200 East as it is adjusted by the parcel boundary adjustment. For the sake of clarity, the City's right-of-way line for 200 East is the eastern edge of the Adjustment Area which is depicted as a light blue line on Illustration 1.
- d. The East Entrance shall be located along 200 East such that it is in line with the currently existing southern-most road located within the Cemetery. Illustration 2 depicts the approximate location of the East Entrance as indicated by a yellow line along 200 East.
- e. Cemetery shall bear all costs of constructing the East and North Entrances.
- f. Cemetery shall construct the East and North Entrances in accordance with the following construction standards:
  1. Minimum Width = 24 feet
  2. Maximum Width = 35 feet
  3. If Concrete:
    - a. Minimum Concrete Thickness = 8 inches
    - b. Minimum Base Course Thickness = 4 inches
  4. If Asphalt:
    - a. Minimum Asphalt Thickness = 3 inches
    - b. Minimum Base Course Thickness = 8 inches
    - c. Minimum Sub Base Thickness = 8 inches
  5. The entrances will need to follow the contour of the existing swell to ensure stormwater can move without creating a backup

on each side. This usually ranges from a 2" to 6" swell in the concrete or asphalt

6. Access point must be minimum 80 feet from City Right-of-way line.

3. Cemetery hereby abandons the historic access point that was altered when the City constructed 200 East and shall put back in place the section of the fence around the Cemetery that was originally installed over the historic access point after the completion of 200 East so that no further traffic may accidentally attempt to enter the Cemetery off of 200 East through the historic access point.

4. Dismissal of the Complaint. Within five business days of the execution of this Agreement, the Parties shall, through their legal counsel, cooperate in filing a stipulated Motion to Dismiss the Lawsuit with prejudice and in recording the quit claim deeds in Attachment 1.

5. Cemetery Release of Liability. The Cemetery hereby unconditionally releases, acquits, and forever discharges the City as well as any agents, employees, representatives, successors, assigns, attorneys, elected and appointed officials, and insurers of the City, from and against any and all claims, actions, causes of actions, suits, demands, damages, attorneys' fees, costs, or expenses, or any compensation of any nature whatsoever, which the Cemetery now has, or which may accrue, arising out of or in any way developing out of the facts and circumstances set forth in the Lawsuit.

a. Notwithstanding the above, the Cemetery expressly reserves all its claims (title, easement, etc) against 3rd parties regarding parcel 03-030-0091.

6. City Release of Liability. The City hereby unconditionally releases, acquits, and forever discharges the Cemetery as well as any agents, employees, representatives, successors, assigns, attorneys, elected and appointed officials, and insurers of the City, from and against any and all claims, actions, causes of actions, suits, demands, damages, attorneys' fees, costs, or expenses, or any compensation of any nature whatsoever, which the Cemetery now has, or which may accrue, arising out of or in any way developing out of the facts and circumstances set forth in the Lawsuit.

7. Warranty of No Outstanding or Known Future Claims/Causes of Action. The Parties warrant to each other that each has not filed with any governmental agency or court any type of action or report against the other party or any of its agents, employees, representatives, successors, assigns, attorneys, or elected and appointed officials, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the release in paragraphs 2 & 3 above.

8. No Admission of Liability. This Agreement is a settlement agreement only and is not intended, nor shall it be construed, to constitute an admission by any Party of any fault or liability.

9. Acknowledgment of Additional Facts and No Reliance. The Parties acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true. However, each Party agrees that this Agreement shall be and remain effective in all respects notwithstanding the discovery of such different or additional facts. It is agreed that the Parties rely wholly upon their own judgment, belief, and knowledge of the nature, extent, and duration of such damages and injuries and that no representations, opinions, or statements regarding such damages and injuries or regarding any other matters made by the Parties or any other person or persons representing the Parties or by any person employed by the Parties has influenced the making of this Agreement.

10. Legal Counsel. Each of the Parties further represents and warrants that: (1) each has, or has had a reasonable opportunity to, consult legal counsel of its own choosing with respect to its decision to enter into this Agreement; and (2) in entering into this Agreement, it has not relied upon any representations, warranties, statements or assurances that are not set forth in this Agreement.

11. General.

a. Execution of Documents. Each Party shall promptly at any time or times required, make, execute and deliver any documents and instruments that may be necessary to carry out into effect the covenants, conditions and provisions contained in this Agreement.

b. Entire Agreement. This Agreement and the documents referred to constitute the entire agreement of the Parties with respect to its subject matter. All negotiations, representations, warranties, earnest money and other agreements between the Parties are merged herein.

c. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, administrators, personal representatives, successors and assigns, but nothing in this paragraph shall be construed as consent to any assignment or delegation of this Agreement in any way except as provided for in the Assignment paragraph below.

d. Enforcement and Attorney Fees. If either Party shall seek to enforce or protect that Party's rights under this Agreement or under any document or instrument executed and delivered in connection herewith, in any action, suit, arbitration case, or other proceeding, including all bankruptcy cases and proceedings, the prevailing Party shall be entitled to receive from the other Party payment of its costs and expenses, including reasonable attorneys' fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions therefrom.

e. Severability. In the event that any provision of this Agreement, or any action contemplated pursuant to this Agreement, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance or regulation, the latter shall be deemed to control this Agreement and shall be regarded as modified accordingly; and such modified provision, as well as the remainder of this Agreement, shall continue in full force and effect.

f. Waiver. A waiver by any party of any provision of this Agreement, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision of this Agreement.

g. Amendment. This Agreement may be amended at any time, but only by a writing signed both by the Parties which explicitly states that it is intended to amend this Agreement.

h. Incorporation of Recitals. The Recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

i. Section Headings. The section headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Agreement nor affect its terms and provisions.

j. Construction. Each Party hereto has participated in the drafting of this Agreement, which each party acknowledges is the result of negotiations between the Parties. This Agreement shall be deemed to be the joint product of the Parties, and any rule of construction that a document shall be interpreted or construed against a drafter of such documents shall not be applicable.

k. Warranty of Authority. Each individual executing this Agreement hereby represents and warrants to each person so signing (and to each other entity for which another person may be signing) that he or she has been duly authorized to execute and deliver this Agreement in the capacity of the person or entity set forth for which he or she signs and that the entity so indicated exists and is in good standing under the laws of the State of Utah. In addition to any other remedies in law and equity available to the non-breaching party, any party breaching this warranty hereby accepts personal responsibility and liability for the covenants and conditions contained in this Agreement and agrees to be bound by the same.

l. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile signatures, each of which shall be deemed an original, but all of which shall constitute the same instrument.

m. Assignment. The rights and obligations of this Option may not be assigned or delegated without the express written consent of both Parties.

DATED this 13 day of July, 2023.



MILLVILLE CITY

David Hair  
By: David Hair  
Its: Mayor

ATTEST:

Corey Twedt  
By: Corey Twedt  
Its: City Recorder

DATED this 12 day of July, 2023

MILLVILLE-NIBLEY CEMETERY  
DISTRICT

Randall L.  
By:  
Its: Authorized Board Member

D.W.  
By:  
Its: Authorized Board Member

Chad  
By:  
Its: Authorized Board Member

Illustration 1

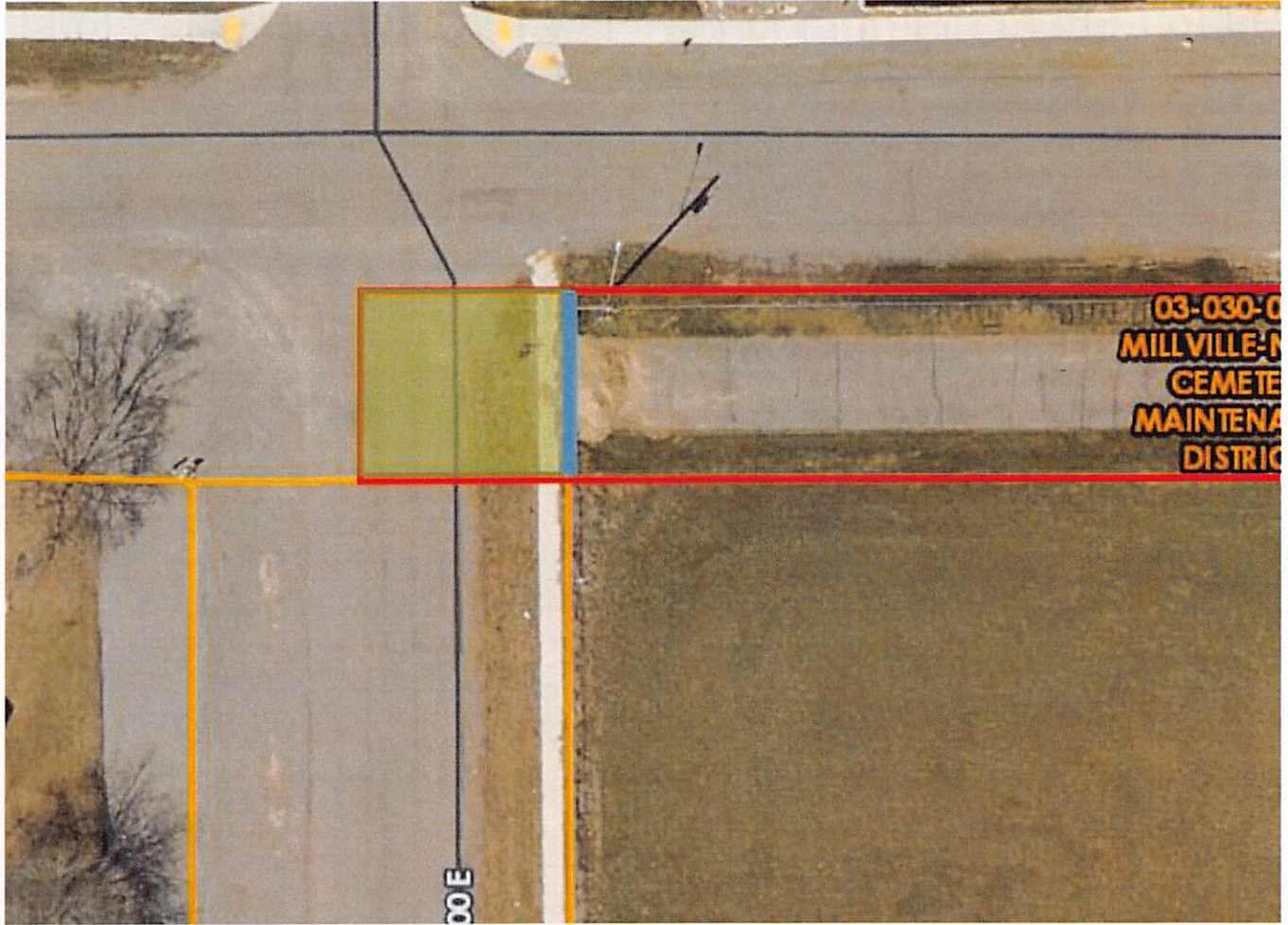
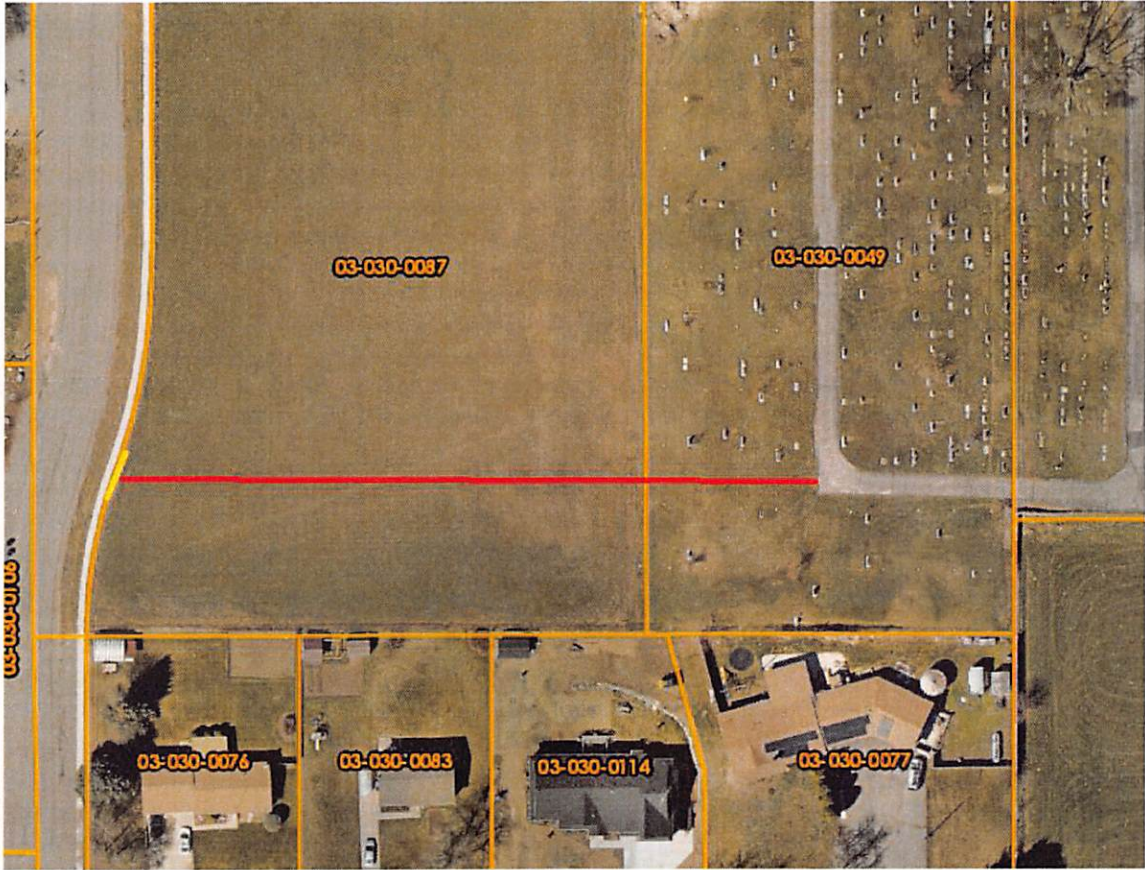


Illustration 2



ATTACHMENT 1

Quit claim Deeds

\*

AFTER RECORDED PLEASE RETURN TO:  
OLSON & HOGGAN, LLC  
C/O SETH J. TAIT, ESQ.  
130 SOUTH MAIN, STE. 200  
PO BOX 525  
LOGAN, UT 84323-0525

## Quit Claim Deed

Millville-Nibley Cemetery District, Grantor of 250 East 100 North, Millville City, UT 84326, hereby quitclaims to Millville City, Grantee of 510 E. 300 S., Millville City, UT 84326, for the sum of TEN DOLLARS and other valuable consideration, the following described tract(s) of land located in Cache County, State of Utah:

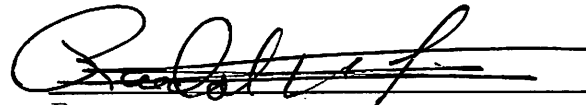
Commencing at a point 50 Rods 3 Feet South, then 59.33 Rods West of the Northeast Comer of the East 1/2 of the of the Northeast quarter of Section 22, township 11 North, Rage 1 of the Salt Lake base and meridian; thence, South 2 Rods; thence, West 275.82 Feet (ML to east line of 200 E) TO THE TRUE POINT OF BEGINNING; thence West 37.48 feet, thence North 2 Rods; thence, East 37.48 Feet (to east line of 200 E) thence south (inverse of North 00°00'19" West) 2 rods to the place of beginning).

(A portion of TAX ID: 03-030-0091)

The purpose of this Quit Claim Deed is to effectuate a parcel boundary adjustment pursuant to Utah Code Ann. § 10-9a-523(1)(a). Grantor is to retain Tax ID Number 03-030-0091, and Grantee's quitclaimed portion will be merged with Tax ID Number 03-030-0115. No subdivision or additional parcel is intended to be created.

WITNESS, the hand of said Grantor this 12 day of July, 2023.

MILLVILLE-NIBLEY  
CEMETERY DISTRICT



By:  
Its: Authorized Board Member

[Signature]

By:  
Its: Authorized Board Member

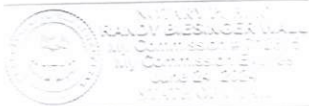
[Signature]

By:  
Its: Authorized Board Member

STATE OF UTAH                    )  
: ss.  
County of Cache                 )

On the 12 day of July, 2023, personally appeared before me Randal Feser, Daniel Ames, and Chad Davis, who, being by me duly sworn, did say that they are the Authorized Board Members, and that the said instrument was signed in behalf of the Millville-Nibley Cemetery District and the aforesaid officers acknowledged to me that said special district executed the same.

[Signature]  
Notary Public



AFTER RECORDED PLEASE RETURN TO:  
OLSON & HOGGAN, LLC  
C/O SETH J. TAIT, ESQ.  
130 SOUTH MAIN, STE. 200  
PO BOX 525  
LOGAN, UT 84323-0525

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## Quit Claim Deed

Millville City, Grantor of 510 E. 300 S., Millville City, UT 84326, hereby quitclaims to Millville City, Grantee of 510 E. 300 S., Millville City, UT 84326, for the sum of TEN DOLLARS and other valuable consideration, the following described tract(s) of land located in Cache County, State of Utah:

Commencing at a point 50 Rods 3 Feet South, then 59.33 Rods West of the Northeast Corner of the East 1/2 of the of the Northeast quarter of Section 22, township 11 North, Range 1 of the Salt Lake base and meridian; thence, South 2 Rods; thence, West 275.82 Feet (ML to east line of 200 E) TO THE TRUE POINT OF BEGINNING; thence West 37.48 feet, thence North 2 Rods; thence, East 37.48 Feet (to east line of 200 E) thence south (inverse of North 00°00'19" West) 2 rods to the place of beginning).

(A portion of TAX ID: 03-030-0091)

The purpose of this Quit Claim Deed is to merge the foregoing parcel with Tax ID Number 03-030-0115. No subdivision or additional parcel is intended to be created.


WITNESS, the hand of said Grantor(s) this 13 day of July, 2023.

MILLVILLE CITY



By: David Hair  
Its: Mayor

ATTEST:

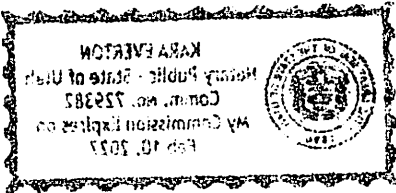
  
By: \_\_\_\_\_  
Its: Corey Twedt

STATE OF UTAH                    )  
: ss.  
County of Cache                 )

On the 13 day of July, 2023, personally appeared before me David Hair and Corey Twedt, who, being by me duly sworn, did say that they are the Mayor and Recorder, and that the said instrument was signed in behalf of Millville City and the aforesaid officers acknowledged to me that said City executed the same.

  
\_\_\_\_\_  
Notary Public







## **AGENDA REPORT: SEWER TREATMENT PLANT BOARD     July 13, 2023**

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### **Background**

The agreement with Hyrum City for partial ownership and use of the Hyrum wastewater treatment facility was signed in July of 2020. The agreement establishes a Sewer Treatment Plant Board consisting of five people, one of which is to be selected by the Millville City Council.

As there are ongoing discussions about the agreement and with sewer line construction underway, it is time for the Millville Mayor and City Council to select a Millville representative to be on that board so that they can be included in the conversations and be prepared to represent Millville. The person selected can be a sitting elected representative, a staff member from the City or anyone else.

The City Council should discuss this at the meeting today and then appoint the representative by resolution at the next City Council meeting in August.

### **Included Documents**

- Intermunicipal Wastewater Treatment Plant Operating Agreement

## INTERMUNICIPAL WASTEWATER TREATMENT PLANT OPERATING AGREEMENT

HYRUM CITY, UTAH (“HYRUM”) and MILLVILLE CITY, UTAH (“MILLVILLE”) (Collectively, the “Cities”) enter into this Intermunicipal Wastewater Treatment Plant Operating Agreement (“Agreement”) as of this 9th day of July, 2020.

### RECITALS

WHEREAS, HYRUM currently owns and operates a Wastewater Treatment Plant (“Treatment Plant”);

WHEREAS, MILLVILLE desires to install the appropriate infrastructure and begin providing wastewater services to its residents;

WHEREAS, HYRUM desires to have MILLVILLE join in owning the Treatment Plant;

WHEREAS, MILLVILLE desires to own jointly with HYRUM in the Treatment Plant;

WHEREAS, both Cities have determined that it is in the best interest of the respective Cities that the Cities jointly expand, use, and maintain the Treatment Plant;

WHEREAS, HYRUM intends to expand the Plant in order to accommodate the needs of both Cities through use of a bond (the “Bond”);

WHEREAS, MILLVILLE intends to pay for its joint ownership interest in the Treatment Plant and for its proportionate share of the costs of the Bond; and

WHEREAS, the Cities wish to enter into an agreement detailing the governance, operation, and cost of the Treatment Plant; and

WHEREAS, the Parties wish to memorialize the foregoing arrangement setting forth each party’s rights and obligations into a written interlocal agreement pursuant to the Utah Interlocal Cooperation Act, Utah Code § 11-13-101 et seq.

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Cities hereby agree as follows:

### ARTICLE I

#### DEFINITIONS AND INTERPRETATIONS

**Section 1.1**      Definitions. The terms defined in this section for all purposes of this Agreement, and any amendments hereto, shall have the meanings herein set forth:

- a. *Agreement* means this Intermunicipal Wastewater Treatment Plant Operating Agreement.
- b. *Annual Budget* means the annual budget for the use, operation and maintenance of the Treatment Plant for each fiscal year. The Annual Budget will specify the projected Operation and Maintenance Expenses for the relevant fiscal year.
- c. *Billing Period* means a monthly period commencing on the first day of each month during the term of the Agreement, through and including the last day of that month.
- d. *Capital Costs* means future costs and expenses incurred in any expansion of the Treatment Plant, including without limitation all costs of construction, construction period interest costs, costs of architects and engineers, and other similar costs and expenses incurred by way of expansion to the Treatment Plant.
- e. *City or Cities* means Hyrum City or Millville City or any other city that becomes a party to this agreement.
- f. *Code* means the Utah Code Annotated.
- g. *Collection System* means the wastewater collector and interceptor pipeline system of each City that is owned and operated, or will be owned and operated, exclusively by the City, separate and apart from the Treatment Plant, including service laterals, manholes, pump stations, flow-measuring devices and related appurtenances.
- h. *Expansion* means the construction that is to occur in order to accommodate the additional wastewater treatment operations.
- i. *Fiscal Year* means the period of twelve (12) consecutive months commencing on July 1 and ending on June 30 of the following year.
- j. *Force Majeure* means acts of God, strikes, lockouts, or other industrial disturbances, an order from an authorized governmental entity, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, explosions, arrests, civil disturbances, accidents/breakage to machinery or the Treatment Plant, or the partial or complete inability of either City to properly operate the Treatment Plant on account of any other cause not reasonably within the control of either City.
- k. *Governing Body* means the duly elected mayor and city council for HYRUM and/or MILLVILLE. Governing Body may refer to the Governing Body of either City.
- l. *Treatment Plant* means a wastewater treatment facility, including without limitation all screens, chambers, pumps, clarifiers, filters, digesters, basins, interconnecting pipes, outfall lines, transfer structures, and other related equipment and facilities, that the Cities will jointly own, use, and maintain as directed by the terms of this Agreement.

m. *Treatment Plant Site* means the real property on which the Treatment Plant is located.

**Section 1.2** Constructions. This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- a. Definitions include both singular and plural;
- b. Pronouns include both singular and plural and cover both genders; and
- c. The captions or heading of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision article or section of this Agreement.

## ARTICLE II

### PURPOSE AND TERMS OF THIS AGREEMENT

**Section 2.1** Purposes. The purpose of this Agreement is to:

- a. Provide for the expansion, use, operation, and maintenance of the Treatment Plant for the mutual benefit of the Cities;
- b. Provide for a Sewer Treatment Plant board to govern matters regarding the expansion, use, operation, and maintenance of the Treatment Plant; and
- c. To provide for the establishment of a system for sharing the Operation and Maintenance Expenses of the Treatment Plant.

**Section 2.2** Agreement Term. This Agreement shall be in full force and continue in effect for thirty (30) years from the date of execution hereof.

**Section 2.3** Disposition of Property Upon Termination. Upon termination of this Agreement, title of the Treatment Plant and the Treatment Plant Site shall revert to the Cities according to each City's proportionate contributions to the Treatment Plant. All equipment purchased as a result of this Agreement will be divided in proportion to the respective contributions between the two Cities.

**Section 2.4** No Interlocal Entity. This Agreement does not create an interlocal entity.

**Section 2.5** Acceptance of Sewage Waste. Wastewater from both Cities shall be accepted at the Treatment Plant so long as the wastewater conforms to all requirements of federal and state law as well as the standards set by the Treatment Plant.

## ARTICLE III

### EXPANSION, USE, AND OWNERSHIP OF THE TREATMENT PLANT

**Section 3.1**      Expansion of the Treatment Plant. Each City shall be responsible for the total construction cost and expansion of the Treatment Plant. HYRUM shall pay 80% of the total cost of the Treatment Plant Expansion, and MILLVILLE shall pay 20% of the total cost of the Treatment Plant Expansion.

**Section 3.2**      Ownership of the Treatment Plant. Prior to entering into this Agreement, the Treatment Plant was entirely owned by HYRUM. By execution of this Agreement, HYRUM hereby agrees to sell and convey 20% of the total Treatment Plant to MILLVILLE and MILLVILLE hereby agrees to purchase and acquire 20% of the total Treatment Plant. In order to purchase 20% of the Treatment Plant and pay 20% of the Expansion, MILLVILLE shall pay four dollars and fifty cents (\$4.50) per month per equivalent residential unit (ERU) on its Collection System which funds shall be applied directly to the financing bond for purposes of the expansion in the amount of seven hundred two thousand four-hundred dollars (\$702,400.00), plus applicable interest as determined by the USDA. If the financing Bond is paid, in full, by other means prior to MILLVILLE meeting this obligation, the unpaid portion owed by MILLVILLE shall be paid directly to HYRUM. Additionally, MILLVILLE shall make payments of five dollars (\$5.00) per month per ERU from MILLVILLE's Collection System for a period of thirty (30) years. Ownership of the Treatment Plant is based upon an estimate of ERUs in each City.

**Section 3.3**      Ownership of the Treatment Plant Site. The Treatment Plant Site shall at be proportionately owned based on the respective contributions by each of the Cities. HYRUM shall own and shall be liable for 80% of the Treatment Plant Site and MILLVILLE shall own and shall be liable for 20% of the Treatment Plant Site, which proportions may be modified based on additional contributions by either City and further written agreement.

**Section 3.4**      Ownership of Pump Station. HYRUM owns and operates a pumping station situated on the Treatment Site that uses Treatment Plant effluent to supply water to an irrigation system. The Pump Station and its discharge, along with thee effluent from the Treatment Plant, is owned entirely by HYRUM. MILLVILLE shall have no claim of ownership or liability to the Pump Station or its discharge.

**Section 3.5**      Right to Use the Treatment Plant. Each City shall maintain the right and authority to connect their Collection Systems to the Treatment Plant and thereby cause the sewage and wastewater from their residents and customers to be transmitted. Each City shall maintain the right and authority to use their proportionate share of the total wastewater capacity of the Treatment Plant. In the event that use by either City exceeds its proportionate share of the total wastewater capacity of the Treatment Plant, that City shall be required to compensate the other City for its increased flow, provided that both Cities agree to such increased use. In the event wastewater from the aggregate of both Cities exceeds the capacity of the current Treatment Plant, the Cities shall immediately consider expanding the Treatment Plant in order to accommodate the increased use. It is anticipated that other users may contract to use the Treatment Plant. In that event, such use shall be

evidenced by a written agreement (the "Use Agreement"). Such Use Agreement shall provide that use of the Treatment Plant by other entities shall not diminish the respective capacities of the Cities herein. In the event the use of the Treatment Plant by other entities impinges upon the respective capacities of the Cities, then the Use Agreement shall require an expansion of the Treatment Plant, which expansion shall be funded either through up front capital payments or through increased user fees. Such Use Agreement may contain other provisions and protections that the Cities deem necessary and appropriate.

**Section 3.6** Option to Expand Plant. MILLVILLE and HYRUM agree that additional Cities may join in the Treatment Plant operation and ownership. The minimum ownership allowed under this Agreement shall be twenty percent (20%). No City shall proportionally own the Treatment Plant unless it purchases at least twenty percent (20%) equity in the Treatment Plant. An additional agreement shall be drafted between HYRUM, MILLVILLE, and the new City seeking to acquire ownership.

#### ARTICLE IV

##### OPERATION AND MAINTENANCE OF THE FACILITY

**Section 4.1** Sewer Treatment Plant Board Created. A Sewer Treatment Plant Board (the "Board") shall be created for the purposes of monitoring hookups, monitoring each City's use of the total wastewater capacity of the Facility, adopting policies and procedures, approving revenues and expenditures, and any other matters affecting the operation of the Treatment Plant.

a. *Number of Representatives.* The Board shall consist of five (5) members, four (4) of whom shall be representatives from HYRUM, and one (1) of whom shall be a representative from MILLVILLE. The number of Representatives of the Board may be increased based upon the admission of additional owners or adjusted ownership ratios. Representation on the Board shall be proportionate to ownership.

b. *Selection of Treatment Plant Board Members.* The Governing Body of each City shall select and approve representative(s) to serve on the Sewer Treatment Plant Board. Each City shall determine the manner and duration of service for each representative

c. *Removal or Disability.* A City may remove from the Board its representative(s) with or without cause. In the event of resignation or removal, a successor shall be timely appointed.

**Section 4.2** Duties of Treatment Plant Board. The Board shall govern the operation, maintenance and improvement of the Treatment Plant. The Board shall be responsible for hiring qualified personnel to operate, maintain, and improve the Treatment Plant, including the Treatment Plant manager ("Manager"). The Manager shall report directly to the Board. The Manager shall be an ex-officio member of the Board and shall advise the Board as to matters before it. The Board shall be responsible for developing and adopting policies and procedures to ensure efficient operation of the Treatment Plant. The Treatment Plant employees, including the Manager, shall be employees of HYRUM. With respect to the policies governing the employees of the Treatment Plant, HYRUM shall retain full discretion to review and approve such policies.

**Section 4.3** Operation of the Treatment Plant. The Board and Manager shall be responsible for the operation of the Treatment Plant pursuant to the terms of this Section.

a. *Management of the Treatment Plant.* The Board and the Manager shall have the responsibility for the day-to-day management of the Treatment Plant.

b. *Operation and Maintenance.* The Board and the Manager shall be responsible for the operation and maintenance of the Treatment Plant in such manner that the operating efficiency thereof complies at all times with the standards set by Federal, State, and local laws and regulations.

c. *Compliance with Law.* The Board and Manager shall make reasonable efforts to prevent a shutdown or bypass of the Treatment Plant, or an imposition of penalty by a governmental authority because of a failure to comply with applicable Federal, State or Local laws or regulations. If the Board and Manager have made such reasonable efforts, but notwithstanding such effort there is a penalty or requirement imposed by a government authority of competent jurisdiction, the penalty or cost of compliance shall be considered a part of the operation and maintenance expense of the Treatment Plant.

d. *Insurance.* The Cities agree to obtain and maintain insurance on the Treatment Plant, including without limitation worker's compensation insurance and public liability insurance in such amounts and to such extent as is customarily carried by other operating facilities of the same type as the Treatment Plant. The cost of such insurance will be considered an Operation and Maintenance Expense, meaning all insurance expenses shall be accounted for in the Annual Budget of the Treatment Plant. In the event of any loss or damage to any part of the Treatment Plant, available insurance proceeds shall be used to restore or replace the portion of the Treatment Plant that is lost or damaged. The Treatment Plant shall reimburse HYRUM for the worker's compensation insurance expense for the employees employed at the Treatment Plant.

e. *Expenditures.* The Board and Manager shall use best efforts to operate within the established Annual Budget, and shall make no expenditure or incur obligations in excess of the amounts established in the Annual Budget without following established procedure to amend the Annual Budget.

f. *Collections.* Each month, the Board and Manager shall collect from HYRUM, 80% or HYRUM's proportionate share of the Operation and Maintenance Expenses and will apply those payments against the Annual Budget. Each month the Board and Manager will collect from MILLVILLE, 20% or MILLVILLE's proportionate share of the Operation and Maintenance Expenses and shall apply those payments against the Annual Budget. In the event the actual use of one City exceeds its proportionate ownership share of the capacity of the Treatment Plant, then the City whose use exceeds its ownership share shall pay that larger proportion of the Operation and Maintenance Expenses.

g. *Rate Study Process.* Unless the Cities agree otherwise, the Board shall periodically institute a ratio/rate study to factor in leaking sewer mains or manholes that allow inflow of storm water or ground water into the Collection Systems and Treatment Plant. The study shall address

those forms of contribution to ensure that the wastewater rates and ratios are not unfairly calculated against either City.

h. *Records Maintenance.* The Board and Manager shall maintain accurate and detailed records relating to the Treatment Plant, including without limitation flow-measuring records, materials, and supplies. The Board and Manger will make those records available for inspection at reasonable times to the Governing Body of each City.

i. *Annual Budget Preparations.* On April 1st of each year, the Board shall prepare an Annual Budget for the upcoming fiscal year. The Board shall provide a copy of the Annual Budget to each City. If they deem it pertinent, each City and the Board will make recommended changes to the Annual Budget. In the event the Cities and the Board are unable to mutually agree on the Annual Budget, the budget shall be passed by a majority vote of the city council with majority of board members.

j. *Uniformity of Fees.* Initially, the Base Rate for each City shall be twenty-two dollars and thirty-six cents (\$22.36) per month per equivalent residential unit (ERU). For equitable and efficient operation of the Treatment Plant, the Cities shall maintain equal and uniform Base Rates. Yearly review of the Bases Rate shall occur in conjunction with the approval of the of the annual Budget. The Board shall determine and suggest to each Governing Body a Base Rate adjustment, if any. In the event one or both of the Cities' Governing Body rejects the proposed Base Rate adjustment, the Board shall review the rejected rates and make a revised proposed Base Rate adjustment and again present the Base Rate adjustment to each City. If one or both of the Cities rejects the revised proposed Base Rate adjustment, the proposed Base Rate shall be approved by a majority vote of the city council with the majority of board members. All commercial surcharges for BOD, TSS, and Phosphorus are to be remitted to the Treatment Plant.

k. *Pre-Treatment Requirements.* It shall be the responsibility of each City to implement all of the Pre-Treatment Requirements under federal, state, and local laws and regulations prior to wastewater entering into the Treatment Plant. The Cities agree to grant appropriate enforcement authority to the Board and Plant Manager, to act as the agent and representative to enforce pre-treatment requirements in conjunction with operation of the Cities' sewer Collection Systems. This includes the ability and legal authority to impose fines, penalties, and other actions as necessary to assure the integrity and safe operation of the sewage treatment system. The enforcement authority granted to the Board and Manager by HYRUM and MILLVILLE does not relive the Cities from their enforcement responsibilities pursuant to this Agreement and federal, state and local laws and regulations.

## ARTICLE V

### CHARGES FOR OPERATION AND MAINTENANCE EXPENSES

**Section 5.1**      Sharing of Expense. All Operation and Maintenance Expenses shall be shared proportionately between HYRUM and MILLVILLE in accordance with Sections 4.3(f) above; to wit:

HYRUM shall be responsible for 80% of all Operation and Maintenance Expenses, and MILLVILLE shall be responsible for 20% of all Operation and Maintenance Expenses.

**Section 5.2**      Payment to the Treatment Plant. The Treatment Plant shall provide an invoice to each City, on a monthly basis, for the proportionate share of Operation and Maintenance Expenses. Invoices shall be due and payable within 20 days of receipt. Should a City fail to remit payment within ten (10) days after the due date, the unpaid balance shall bear interest at a rate of one percent (1.0%) per month, until paid in full. Delinquent payments shall be applied first to interest and then to principal.

**Section 5.3**      Treatment Plant Reserves. HYRUM currently maintains a reserve for repairs or unexpected expenses. MILLVILLE hereby agrees to maintain sufficient funds proportionally equal to that of HYRUM. The Cities agree that financial reserves, when possible, should be maintained in the event the Treatment Plant needs additional resources to continue operations. The Board shall determine a prudent amount of reserves and shall include the reserve amount in its Annual Budget. Impact fees and excess revenue will be held as part of this reserve by the Treatment Plant.

## ARTICLE VI

### GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

**Section 6.1**      Intermunicipal Wastewater Treatment Plant Operating Agreement. Each City covenants that this Agreement shall be filed with its recorder.

**Section 6.2**      HYRUM Representations. HYRUM represents and warrants that it is a political subdivision of the State of Utah and is authorized to enter into transactions contemplated by this Agreement and to carry out all obligations hereunder. HYRUM represents and warrants that its Governing Body has taken all actions required by law to approve and authorize the execution of this Agreement on behalf of HYRUM.

**Section 6.3**      MILLVILLE Representations. MILLVILLE represents and warrants that it is a political subdivision of the State of Utah and is authorized to enter into transactions contemplated by this Agreement and to carry out all obligations hereunder. MILLVILLE represents and warrants that its Governing Body has taken all actions required by law to approve and authorize the execution of this Agreement on behalf of MILLVILLE.

**Section 6.4**      Joint Cooperation. Each City agrees to cooperate with the other City in the planning of future capital improvements to the Treatment Plant and/or in the construction of new treatment facilities for their joint use. Any capital improvements or new construction shall be subject to the provisions of separate written agreement between the Cities.

**Section 6.5**      Adoption of Ordinances. Each City agrees to adopt and enforce such ordinances and/or resolutions as are necessary to accomplish the purposes of this Agreement. Whereas HYRUM has been operating the Treatment Plant, it has adopted several ordinances with respect to the operation of the Treatment Plant. Accordingly, MILLVILLE agrees to adopt ordinances

that equal or exceed the standards of HYRUM, and are compliant with Federal, State, and Local laws and regulations.

**Section 6.6** No Litigation. Each City represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry, or investigation pending or threatening to which the City is a party or to which any of its property is subject which if determined adversely to the City, would individually or in the aggregate (i) affect the validity or the enforcement of this Agreement, (ii) otherwise materially adversely affect the ability of that City to comply with its obligations under this Agreement or the transactions contemplated by this Agreement.

## ARTICLE VII

### GENERAL PROVISIONS

**Section 7.1** Assignment. Neither City may assign any interest herein without consent of the other City that is a party to this Agreement. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each of the Cities.

**Section 7.2** Counterparts. This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original. Each City agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

**Section 7.3** Entire Contract. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof and constitutes the entire contract between the Parties concerning the ownership, use, operation, and maintenance of the Treatment Plant.

**Section 7.4** Amendment. This Agreement shall not be modified or amended except in writing, which writing will be signed by the duly authorized representatives of each of the Cities.

**Section 7.5** Breach/Attorney Fees. In the event of a dispute that the Cities cannot amicably resolve, a court of competent jurisdiction in Utah, may be used to resolve the dispute. The prevailing City in any litigation, or any other alternative dispute resolution method, to interpret and/or enforce the provisions of this Agreement shall be entitled to an award of reasonable attorney's fees and costs, in addition to other available relief. Other than as expressly provided in this Agreement, no breach of this Agreement shall entitle any City to unilaterally cancel, rescind or terminate this Agreement; but such limitations shall not affect in any manner any other rights or remedies which either City may have by reason of any such breach.

**Section 7.6** Severability. Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be valid; but, if any provision of this Agreement is held by a court of competent jurisdiction, in a final judicial determination, to be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provision of this Agreement. Notwithstanding the foregoing, however, should such judicially determined invalidity of any

provision of this Agreement frustrate the intended purpose of the member entities, as expressed herein, such invalidity will cause this Agreement to be terminated, with the Cities, to the extent possible to be restored to the status quo as though this Agreement had not been signed.

**Section 7.7** Force Majeure. In the event that by reason of force majeure either City is rendered unable to wholly or in part carry out its obligations under this Agreement, other than the obligation of each City to make payments required hereunder, such City shall give notice of the details and effect of such force majeure in writing to the other City within a reasonable time after the occurrence of the event or cause relied on, and the obligations of the City giving such notice, so far as they are affected by such force majeure, will be suspended during the continuance of the inability then claimed, and such City will use its best efforts to remove and overcome such force majeure.

**Section 7.8** Governing Law. This agreement shall be governed by the law of the State of Utah.

DATED this 13 day of July, 2020

CITY OF HYRUM

Stephanie Miller  
By: Stephanie Miller  
Its: Mayor

ATTEST:  
Stephanie Fricke  
Stephanie Fricke, City Recorder

DATED this 9th day of July, 2020

CITY OF MILLVILLE

David Hair  
By: David Hair  
Its: Mayor

ATTEST:

Cory Twedt  
Cory Twedt, City Recorder



## Councilmember Assignments 2023

### **Councilmember Daniel Grange**

- Water
- Trails
- Fire/EMS/Emergency Preparedness
- City Celebration Support

### **Councilmember Ryan Zollinger**

- Sewer
- Parade

### **Councilmember Clay Wilker**

- City Celebration/Night Out Against Crime
- Youth Council

### **Councilmember Pamela June**

- Ordinance Enforcement
- P&Z
- Fair Booth

### **Councilmember Michael Callahan**

- Law Enforcement/Animal Control
- Ordinance Enforcement Support
- Wildfire