



NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, October 26, 2023 – 6:30 p.m.

In accordance with Utah Code Annotated 52-4-207 and Nibley City Resolution 12-04, this meeting may be conducted electronically. The anchor location for the meeting will be Nibley City Hall, 455 West 3200 South, Nibley, Utah. The public may also participate in the meeting via the Zoom meeting link provided at www.nibleycity.com. Public comment should be submitted to cheryl@nibleycity.com by 6:30 p.m. and will be read into the public record.

1. Opening Ceremonies (Councilmember Sweeten)
2. Call to Order and Roll Call (Chair)
3. Approval of the September 28, 2023, Meeting Minutes and the Current Agenda (Chair)
4. Planning Commission Report
5. Public Comment Period¹ (Chair)

6. Presentation: CAPSA—Domestic Violence Awareness Month
7. **Discussion & Consideration:** Resolution 23-16—Updating the Nibley City Financial Policy for Auxiliary Organizations (Second Reading)
8. **Discussion & Consideration:** Addendum 2 to the 2600 South Roadway Agreement
9. **Public Hearing:** Ordinance 23-34—Updating Nibley City Code 7.06.010 - 7.06.070, Adopting Provisions for the Collection of Waste Within City Limits
10. **Discussion & Consideration:** Ordinance 23-34—Updating Nibley City Code 7.06.010 - 7.06.070, Adopting Provisions for the Collection of Waste Within City Limits (First Reading)
11. **Public Hearing:** Ordinance 23-35—Amendments to NCC 19.34 Animal Land Use Regulations and 9.02.030 Animal Control Officer
12. **Discussion and Consideration:** Ordinance 23-35—Amendments to NCC 19.34 Animal Land Use Regulations and 9.02.030 Animal Control Officer (First Reading)
13. **Discussion & Consideration:** Ordinance 23-33—Amending Public improvements Required with Commercial, Industrial and Institutional Site Plan Approval (First Reading)

14. Council and Staff Report

Adjourn

¹ Public input is welcomed at all City Council Meetings. 15 minutes have been allotted to receive verbal public comment. Verbal comments shall be limited to 3 minutes per person. A sign-up sheet is available at the entrance to the Council Chambers starting 15 minutes prior to each council meeting and at the rostrum for the duration of the public comment period. Commenters shall identify themselves by name and address on the comment form and verbally for inclusion in the record. Comment will be taken in the order shown on the sign-up sheet. Written comment will also be accepted and entered into the record for the meeting if received prior to the conclusion of the meeting. Comments determined by the presiding officer to be in violation of Council meeting rules shall be ruled out of order.

In compliance with the Americans With Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (435) 752-0431



Agenda Item #6

Description	Presentation: CAPSA
Presenter	Konner Simmons, CAPSA Case Worker
Planning Commission Recommendation	NA
Staff Recommendation	
Reviewed By	Justin Maughan, City Manager Cheryl Bodily, City Recorder

Background

Konner Simmons will give a brief presentation regarding Domestic Violence Awareness month and CAPSA's role in prevention of domestic violence and assisting with victims of domestic violence.

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Agenda Item #7

Description	Discussion & Consideration: Resolution 23-16—Updating the Nibley City Financial Policy for Auxiliary Organizations (Second Reading).
Presenter	Justin Maughan, City Manager
Planning Commission Recommendation	NA
Staff Recommendation	Approve Resolution 23-16 Updating the Nibley City Financial Policy for Auxiliary Organizations for first reading.
Reviewed By	Jusitn Maughan, City Manager Chad Wright, Recreation Director Amy Johnson, City Treasurer Larry Jacobsen, Mayor

Additional Background

Modifications were made to include parts of other City policies relevant to auxiliary organizations. Gifts and donations were addressed, and each page now has a place to initial with full signature on last page.

Previous Background (9-28-23)

As discussed earlier in the agenda, ensuring that proper use and care of public funds is of the highest priority for City staff. As such, staff thought it would be appropriate to create clear financial policies for auxiliary organizations of the City such as: Nibley City Youth Council, Morgan Farm, Nibley Royalty, and Nibley Children's Theater. In doing so, no accusations are being made that any organization has done anything wrong; rather, staff just wishes to be ahead of any issues and safeguard public funds as much as possible.

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RESOLUTION 23-16

**A RESOLUTION UPDATING THE NIBLEY CITY FINANCIAL POLICY FOR
AUXILIARY ORGANIZATIONS**

WHEREAS, Nibley City Auxiliary Organizations are considered of great worth and valued by the community; and

WHEREAS, Nibley City Auxiliary Organizations receive funds from the City, authorized by City Council during the regular annual Fiscal Year budgeting process; and

WHEREAS, from time to time receive funds from other sources not from the City budget; and

WHEREAS, Nibley City desires all financial transactions to be open and transparent as required by accounting and auditing practices.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NIBLEY CITY,
STATE OF UTAH, AS FOLLOWS:

That attached policy be amended into the Financial Policy for the City.

Dated this 28 day of September, 2023.

Larry Jacobsen, Mayor

ATTEST

Cheryl Bodily, City Recorder

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Mayor
Larry Jacobsen



Council Members
Tom Bernhardt
Norman Larsen
Nathan Laursen
Kay Sweeten
Erin Mann



Financial Policy for Nibley City Auxiliary Organizations

Policy Statement:

Nibley City Auxiliary Organizations are greatly valued in the community. As such, these organizations receive funding through the normal budgeting process of the City, and public funds are allocated to the organizations for use. Due to the nature of public funds, auxiliary organizations are required to follow all purchasing, ethical behavior, travel, credit card use, and cash handling policies adopted by the City Council. This policy is tailored specifically for auxiliary organizations, with the intent of securely and accurately handling all financial transactions. It is essential to maintain the highest level of accountability, integrity, and security when dealing with City finances to prevent losses, errors, and potential misuse.

Definition of Cash:

For the purposes of this policy, "Cash" is defined as coin, currency, checks, money orders, credit and debit card transactions, and electronic transfers of funds, including any sponsorships, monetary and in-kind donations, or grants that may be received by the organization.

Scope:

This policy applies to all members of any auxiliary organizations of Nibley City who are responsible for handling finances. This policy addresses ethical behavior, travel reimbursement, cash receipting, purchasing, as well as credit card use.

Objectives:

- Ensure the security and accuracy of all cash or financial transactions.
- Minimize the risk of theft, fraud, and errors related to cash handling.
- Maintain a clear and documented trail of all monetary and in-kind donations with greater value than \$250 received.
- Promote accountability and transparency among employees and volunteers.
- Provide mileage reimbursement policies for volunteers.
- Detail purchasing policies for auxiliaries.
- Describe potential conflicts of interest and outline appropriate responses.
- Reference and require the Nibley City Employee Credit Use Agreement, for any auxiliary members who are issued cards.

Cash Handlers:

Individuals who handle financial transactions are responsible for following the procedures outlined in this policy to ensure accuracy and security.

Initials: _____

Supervisor/Manager:

A single designated supervisor or manager for each auxiliary organization is responsible for overseeing and enforcing the policy, providing necessary training, and addressing any issues related to auxiliary finances. Each Supervisor/Manager shall sign a copy of this policy, acknowledging they understand and will agree to adhere to it, to be kept on record at the City Office.

Cash Receipts:

All cash transactions must be recorded immediately upon receipt.

Cash should be stored securely in a locked cash box or safe until it is deposited.

No funds are allowed to be received on behalf of the city to a personal financial account, including any personal online payment applications (for example, Venmo).

No City property or City resources shall be used by any individual or auxiliary organization for personal financial gain.

Any money received on behalf of any auxiliary organization is property of Nibley City and may not be retained by the auxiliary organization or any individual.

Funds must be properly accounted for in City budgets and must be publicly accounted for, and therefore must be deposited with the City before being reallocated elsewhere.

Cash Counting:

Cash tills should be balanced after each day of use and a Cash Reconciliation Form should be filled out. Cash should be counted by at least two authorized individuals before and after each shift or event. A record of the cash count should be documented and signed by both individuals. Any discrepancies should be immediately reported to the supervisor/manager.

Cash Deposits:

Cash deposits should be made within 3 days of receipt to the City, or as soon as circumstances allow if the amount exceeds \$500. A deposit slip should accompany the cash when making deposits, clearly indicating the amount, date, and purpose of the deposit.

Record Keeping:

Accurate and detailed records of all cash transactions, including deposits, must be maintained for audit purposes. Records should be stored in a secure and organized manner, accessible only to authorized personnel.

Security Measures:

Cash should be stored in a locked cash box or safe when not in use. All cash being held overnight must be secured in a location approved by the City Treasurer if not deposited. Only authorized employees or volunteers should have access to cash boxes.

In-Kind Donations:

Mayor
Larry Jacobsen



Council Members
Tom Bernhardt
Norman Larsen
Nathan Laursen
Kay Sweeten
Erin Mann

Non-monetary donations made to auxiliaries become City property and must be reported if the value exceeds Initials: _____

\$250.00 to the City Treasurer, who will record them to ensure accurate financial reporting and proper donor acknowledgment. Transparency in reporting will also allow the auxiliary organizations to be able to coordinate efforts in obtaining donations.

Travel Policy:

Mileage expenses incurred by auxiliary volunteers can be either donated or reimbursed with pre-approval from the auxiliary head. Reimbursement will be deducted from the auxiliary budget on a per-mile basis upon providing travel documentation, written pre-approval, and a Travel Reimbursement Form.

Purchasing Policy:

Purchases where individual items exceed \$1,000.00 shall be supported by at least two (2) verbal quotations, or written sole source justification, which shall be recorded with the invoice of the purchased items.

Purchases of equipment, materials, supplies, or services exceeding \$25,000.00 shall be opened for competitive bidding and the award made by the City Council.

All purchases for individual items or services in excess of \$500.00 shall be approved in writing by the City manager.

If an item is disposed of whose value exceeds \$300.00, a public announcement of the intention to dispose of the item shall be made.

Arrangements should be made for all purchases to be tax-exempt.

Conflict of Interest and Ethical Behavior Policy:

Auxiliary volunteers commit to conduct themselves ethically, avoiding even the appearance of impropriety.

All volunteers must not receive anything of economic value on their own behalf as a gift, gratuity, or favor if it could be reasonably expected that it would influence their action or judgment or be considered as part of a reward for action or inaction. Confidentiality of proprietary business information about Nibley City must be respected at all times. Volunteers are prohibited from acquiring or having a financial interest in a supplier, contractor, consultant, or other entity with which Nibley City does business. If any conflict of interest exists, the volunteer must publicly declare the nature of the conflict, file a disclosure statement, and recuse themselves on any official action.

Credit Card Usage Agreement

If a card is issued to an auxiliary organization, it shall be in the name of the supervisor/manager, and that person must sign the Nibley City Employee Credit Use Agreement.

Nibley City
455 W. 3200 S., Nibley, UT 84321
Phone: (435) 752-0431
www.nibleycity.com

Training and Education:

All employees and volunteers involved in cash handling must undergo training in this policy and its procedures. Annual refresher training should be conducted to ensure compliance and awareness.

Initials: _____

Reporting Violations:

Any suspected violations of this cash handling policy should be reported to the city manager. Failure to comply with this policy may result in disciplinary actions. This policy is subject to periodic review and updates to ensure its effectiveness and relevance to changing circumstances.

I understand and agree to abide by these stated policies.

Auxiliary Organization

Printed Name

Signature

Date



Cash Box Reconciliation

Date _____

Event _____

Name _____

Beginning of Event

Coins:	Number:	\$ Amount
Pennies	_____ @\$.01	_____
Nickels	_____ @\$.05	_____
Dimes	_____ @\$.10	_____
Quarters	_____ @\$.25	_____
Fifty Cent	_____ @\$.50	_____

End of Event

Coins:	Number:	\$ Amount
Pennies	_____ @\$.01	_____
Nickels	_____ @\$.05	_____
Dimes	_____ @\$.10	_____
Quarters	_____ @\$.25	_____
Fifty Cent	_____ @\$.50	_____

Currency:	Number:	\$ Amount
Ones	_____ @\$1.00	_____
Twos	_____ @\$2.00	_____
Fives	_____ @\$5.00	_____
Tens	_____ @\$10.00	_____
Twenties	_____ @\$20.00	_____
Fifties	_____ @\$50.00	_____
Hundreds	_____ @\$100.00	_____

Currency:	Number:	\$ Amount
Ones	_____ @\$1.00	_____
Twos	_____ @\$2.00	_____
Fives	_____ @\$5.00	_____
Tens	_____ @\$10.00	_____
Twenties	_____ @\$20.00	_____
Fifties	_____ @\$50.00	_____
Hundreds	_____ @\$100.00	_____

Total Start Up Cash: _____ Total End Cash: _____

Net Proceeds for Deposit: _____ to Account _____

Counter #1 _____

Printed Name

Signature

Counter #2 _____

Printed Name

Signature



In-Kind Donation Reporting

Donor Information:

Company Name: _____

Individual's Name: _____

Address: _____

City/State/Zip: _____

Email: _____

Recipient Information:

Auxiliary Recipient: _____

Date Received: _____

Description of Item: _____

What purpose will donation be used for? _____

Estimated Fair Market Value of Item: _____

Did Donor receive anything of value in return for contribution? Yes No

If yes, describe the item and value. _____

On behalf of Nibley City, we gratefully accept the above-described property.

Donor Signature

Auxiliary Representative Signature

Date



Nibley City Employee Credit Use Agreement

Being issued a credit card represents the City's trust in you. You are empowered as a responsible agent to safeguard the City's assets. Your signature below is verification that you have read this use agreement and agree to comply with it. It also acknowledges that you have received Zions Bank Visa[®] Commercial Card Last Four # _____.

1. I understand that the card is for City approved purchases only, and I agree not to charge personal purchases or those not authorized by the city budget or purchasing policy. *Initial:* _____
2. Improper use of this card can be considered misappropriation of City funds. This may result in disciplinary action, up to and including termination of employment, and/or criminal prosecution. *Initial:* _____
3. If the card is lost or stolen, I will immediately notify Zions Bank by telephone. I will confirm the telephone call by email with a copy of the notification to my supervisor and the City Treasurer. *Initial:* _____
4. I agree to surrender the card immediately upon request or termination of employment, whether for retirement, voluntary or involuntary reasons. *Initial:* _____
5. The card is issued in my name. I am responsible for any and all charges against the card. *Initial:* _____
6. All charges will be billed directly to and paid directly by the City. The bank cannot accept any monies from me directly; therefore, any personal charges billed to the company could be considered criminal misappropriation of company funds. *Initial:* _____
7. As the card is City property, I understand that I may be periodically required to comply with internal control procedures designed to protect City assets. This may include being asked to produce the card to validate its existence and account number. *Initial:* _____
8. I understand it is my responsibility to produce receipts on **ALL** purchases to the Nibley Accounts Payable Clerk on a monthly basis. If receipts are turned in late or are lost, purchase card privileges may be revoked and I will be held responsible to pay for those charges. *Initial:* _____
9. I will receive a Monthly Reconciliation Statement either in paper form or by logging onto my account via the web, which will report all activity during the statement period. Since I am responsible for all charges on the card, I will resolve any discrepancies by either contacting the supplier, the bank, or working with the Nibley City Accounts Payable Clerk. *Initial:* _____
10. The charges made against my card will be assigned to an account number using Nibley City's general ledger account numbers, as assigned in the city budget. I understand that I am responsible for assigning a GL account to each transaction, which will be reviewed by the City Recorder/Manager. *Initial:* _____
11. I understand that the Zions Bank Commercial Card is not necessarily provided to all employees. Assignment is based on my need to purchase materials for City use. My card may be revoked based on change of assignment or policy. I understand that the card is not an entitlement nor reflective of title or position. *Initial:* _____
12. I have read and understand the requirements of H.B 431. I understand that the requirements of H.B. 431 apply to my Zions Bank Credit Card and agree to abide by them. *Initial:* _____
13. H.B. 431 requires that a public official who uses a government card for personal use must pay a 50% penalty, in addition to the charged amount. *Initial:* _____
14. I also understand that this reimbursement and penalty may be withheld from my wages. *Initial:* _____
15. I have received a copy of my department budget(s), the Purchasing Policy, and H.B. 431. *Initial:* _____
16. I understand that all purchases made must be tax exempt. The tax-exempt number is printed on the card, and I will notify the business of that status. If I forget, I will arrange for the city to be reimbursed for the tax. *Initial:* _____

Employee Signature

Date

Employee Printed Name

Witness Signature

Date



NIBLEY CITY EMPLOYEE REIMBURSEMENT REQUEST

Date:_____

Name:_____

Address:_____

E-mail:_____

Date	Description	Breakfast \$11.00	Lunch \$14.00	Dinner \$20.00	Lodging	Mileage	Other
	*Attach all receipts and/or supporting documents						
Total							

Total Meals \$_____

Total Lodging \$_____

Total Other \$_____

Total Mileage _____ @ \$0.56/mile = \$_____

TOTAL AMOUNT REQUESTED \$_____

Submitted by:_____

Approved by:_____

Department Head

City Manager

*Please request approval by your department head before submitting. Thanks.

GL Account Number:_____

Per UTAH CODE REFERENCE R25-7. Reimbursement amounts are subject to change.

Agenda Item #8

Description	Discussion & Consideration: Amendment 2 to the 2600 South Roadway Agreement with Wesley Nelson Farms
Presenter	Justin Maughan, City Manager
Planning Commission Recommendation	NA
Staff Recommendation	
Reviewed By	Larry Jacobsen, Mayor Rob Patterson, City Attorney Tom Dickinson, City Engineer Levi Roberts, City Planner Justin Maughan, City Manager

Additional Background

Staff have been working with the Wesley Nelson Farms/Nibley Development team to reach a consensus on Addendum 2. Many issues have been worked through and resolved. However, one issue remains. Generally, a one-year warrantee period begins on a development, when it has had a final inspection, and if any deficiencies were discovered during that final inspection, they are remedied. In this case, although most of the construction was completed years ago, no final inspection took place until the end of September of this year. At that time, deficiencies were identified, that have not yet been remedied. Of particular concern is the significant amount of asphalt deflection at the west end of 2600 South. Staff are concerned that because traffic has only been on the roadway for a few months, that other deficiencies throughout the roadway may appear. Staff believe that if this should happen, the cost should be borne by the developer to repair the roadway, not the citizens of Nibley. Therefor Staff, is requesting that a warrantee of 1 year be given by the developer from the time that the deficiencies that have been identified during the final inspection are remedied, as would normally be the case. Wesley Nelson/Nibley Development believes that the warrantee period should begin when construction was completed, not the final inspection or deficiencies remedied.

NCC 21.14.030 -

4. Acceptance Inspection. Upon the request of the subdivider, an Acceptance Inspection shall be made by the Public Works Director or their designee after all construction work is completed. Any faulty or defective work shall be corrected by the persons responsible for the work within a period of thirty (30) days of the date the Public Works Director their designee issues an inspection report defining the faulty or defective work. Upon satisfactory completion of all improvements, allowing for minor "punch list" items, the Public Works Director shall issue to the subdivider an Improvements Completion and Acceptance Report. The warranty period shall begin once the Improvements Completion and Acceptance Report has been issued by the Public Works Director.

Previous Background (9-28-23)

In light of recent decisions by City Council, Staff is proposing Amendment 2 to the Street Agreement with Wesley Nelson Farms/Nibley Development, that would allow the roadway to be dedicated without a bond in place for unfinished improvements but put the requirement in place when further development happens. Rob Patterson, Nibley City Attorney drafted the amendment. Staff feels the Addendum protects the residents in the same substantial form as a bond.

Addendum 2

To the Street Improvement and Dedication Agreement between Nibley Development, LLC and Nibley City dated 29 July, 2021

RECITALS

- A. Nibley City (“City”) and Nibley Development, LLC (“Developer”) previously executed the Nibley City Street Improvement and Dedication Agreement, dated July 29, 2021, (“Street Agreement”) regarding the construction and dedication of part of 2600 South.
- B. City and Developer amended the Street Agreement by way of the Addendum 1 To the Street Improvement and Dedication Agreement between Nibley Development and Nibley City dated 29 July 2021 (“Addendum 1”).
- C. Since the execution of Addendum 1, Developer has installed the final two inches of asphalt described in “Item 1” of Addendum 1, and City has paid Developer the \$86,205.82 described in “Item 2” of Addendum 1.
- D. City and Developer desire to further amend the Street Agreement and Addendum 1 to adjust the timing and process for Nibley City’s acceptance of the dedication of 2600 South and the process for the completion of the remaining improvements consisting of curb, gutter, sidewalk, and landscaping, described in Item 3 of Addendum 1. The intent is that the curb, gutter, sidewalk, and landscaping, and other improvements described in Item 3 of Addendum 1 will not be required now, but instead will be required in connection with future development activity on any property or parcel adjacent to 2600 South.

TERMS

- 1. Amendment to “Item 3: Process and timing for Nibley City accepting road ownership”
 - a. Addendum 1, “Item 3: Process and timing for Nibley City accepting road ownership,” currently provides, in part:

“Nibley City will accept dedication of Nibley Development’s 2600 South either on completion, including (for example) curb and gutter, sidewalk, and landscaping or earlier if financial assurance of a complete roadway is in place.”
 - b. The foregoing language within “Item 3” of Addendum 1 is amended and replaced with the following language, and the following language applies and takes precedence over any conflicting language within the Street Agreement or Addendum 1:

“Nibley City will accept dedication of 2600 South, without the completion of curb, gutter, sidewalk, landscaping, and other improvements required by the Street Agreement and City design standards and specifications for a complete roadway (“Remaining Improvements”), in accordance with the following:

1. Nibley Development, LLC, or Wesley Nelson Farms, Inc., as appropriate, shall execute a Notice of Obligation to Improve Before Land Use Approval, substantially in the form attached hereto as Exhibit A, and record the same against title to all property owned or under the control of Nibley Development, LLC or Wesley Nelson Farms, Inc. adjacent to 2600 South (“Property”). The Notice of Obligation to Improve Before Land Use Approval will provide, generally:

A. The Remaining Improvements must be provided, installed, constructed, inspected, assured, and warrantied according to adopted City ordinances, standards, and specifications and this Street Agreement and all Addenda thereto, in connection with any development of the Property other than the subdivision of the Property into the Four Lot Plat described in and by that separate Nibley City Development Agreement – Four Lot Plat by and between Nibley City and Developer.

B. Nibley City may withhold or condition approval of any land use application, including building permits and certificates of occupancy, to ensure completion of the related portion of the Remaining Improvements.

2. Nothing herein waives the right of any applicable owner of any portion of the property to provide a bond or other improvement assurance permitted by applicable City ordinances with respect to any of the Remaining Improvements.

3. Developer shall schedule a final inspection with City to inspect the constructed 2600 South roadway and infrastructure to ensure the same complies with the approved plans for construction and improvement, as such plans have been approved and modified pursuant to the Street Agreement, Addendum 1, and this Addendum 2 (“Final Inspection”). The City has previously inspected 2600 South roadway and has provided a punch-list of the following items (the “Punch-list items”): “(1) Complete shouldering throughout, (2) Grout stormwater/irrigation boxes- the bottom of many of the pipes are not grouted where they enter/exit boxes, (3) Expose and collar missing buried sewer manhole at STA: 13+54.77, (4), Expose the 8-inch valve at the waterline stub to the south near STA: 13+75- this is the stub that has the temporary blow-off valve, and (5) Repair dips/settling in the roadway at the west end near the highway- there is one on the eastbound lane near STA: 2+00 and another in the westbound lane near STA: 1+3The Final Inspection will be limited to review of completion of the Punch-list items.” Developer agrees to complete items 1-4 to the reasonable satisfaction of the City. Item 5 will be completed by grinding the existing asphalt to a depth of at least 2-inches and installing a thin asphalt overlay meeting asphalt and smoothness requirements of the most recent edition of the

American Public Works Association, Utah Chapter, Manual of Standard Specifications as amended.

The Final Inspection will be limited to review of completion of the Punch-list items. Punch-list items identified in connection with the Final Inspection that require repair or correction, other than the Remaining Improvements to be constructed at a later date, shall be repaired, corrected, and completed by Developer, with such work re-inspected and verified by City, prior to Nibley City's acceptance of 2600 South.

Upon verification and acceptance by the City of completed Final Inspection Punch-list items, the required 1-year warranty will begin for the infrastructure installed in construction plans, with supplemental amendments, previously reviewed and approved by the City.

4. After the execution and recordation of the Notice of Obligation to Improve Before Land Use Approval, satisfactory completion of the Final Inspection described herein, and in connection with the approval of the Four Lot Plat according to the process described in and by that separate Nibley City Development Agreement – Four Lot Plat by and between Nibley City and Developer, Developer may request, and the City shall approve and accept, the dedication of 2600 South as a public road and right of way.

5. The conditional \$500,000 in Tax Increment Funding through the Malouf Community Redevelopment Agency (CRA) described in "Item 1" does not constitute and shall not be treated by any person or entity as an improvement completion assurance or improvement warranty."

2. No Waiver. No term, condition, provision, or requirement of the Street Agreement or Addendum 1, other than those expressly set forth herein, is modified, amended, or waived. The Street Agreement and Addendum 1, as amended herein, shall continue in full effect and force.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year so indicated.

NIBLEY CITY

By: _____
Justin Maughan, City Manager

ATTEST:

By: _____
City Recorder

NIBLEY DEVELOPMENT LLC

By: _____
Printed Name:
Title:

STATE OF UTAH)
 : ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me,
_____, the _____ of Nibley
Development, LLC, the signer of the foregoing instrument, who duly acknowledged to me that
they executed the same.

NOTARY PUBLIC

WESLEY NELSON FARMS, INC

By: _____
Printed Name:
Title:

STATE OF UTAH)
 : ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me,
_____, the _____ of Wesley Nelson
Farms, Inc., the signer of the foregoing instrument, who duly acknowledged to me that they
executed the same.

NOTARY PUBLIC

EXHIBIT A

Form of Notice of Obligation to Improve Before Land Use Approval

When Recorded Return To:

NOTICE OF OBLIGATION TO IMPROVE BEFORE LAND USE APPROVAL

PLEASE TAKE NOTICE THAT the property identified in Exhibit “A” hereto (the “Property”) is burdened by this notice and the obligations described herein. The Property is adjacent to 2600 South in Nibley, Utah. Certain curb, gutter, sidewalk, landscaping, and other improvements required by applicable Nibley City ordinances, standards, and specifications have not yet been constructed along 2600 South (the “Remaining Improvements”). Accordingly, the Property, and any owner of record of the Property at any time (each an “Owner”), is burdened as follows and subject to the following:

1. Before an Owner or agent of the same may obtain approval of a subdivision plat, site plan, or building permit on any portion of the Property (the “Applicable Property”), or otherwise seeks to obtain an approval for or conduct any “Development activity” as defined by Utah Code § 10-9a-103 (each an “Approval”), Nibley City shall require completion of the Remaining Improvements on the half width of 2600 South along the entire 2600 South frontage of the Applicable Property.
2. Each Approval may provide that the Owner must provide, install, construct, assure, and warranty, according to adopted Nibley City ordinances, standards, and specifications and in conformance with the Nibley City Street Improvement and Dedication Agreement, dated July 29, 2021, the Remaining Improvements for the half width of 2600 South along the entire 2600 South frontage of the Applicable Property.
3. Nibley City may condition any Approval related to the Applicable Property to ensure completion of the related portion of the Remaining Improvements for the half width of 2600 South along the entire 2600 South frontage of the Applicable Property.

This notice may not be released, altered, or amended without the written consent of Nibley City, except that with respect to any portion of the Property for which an Approval is granted, the granting of the Approval will be deemed an immediate, automatic, and full release and satisfaction of this Notice with respect to the Applicable Property for which the Approval was granted, unless such Approval expressly provides otherwise in writing.

NIBLEY DEVELOPMENT LLC/WESLEY NESLON FARMS INC

By: _____

Printed Name:

Title:

STATE OF UTAH)
 : ss

County of _____)

On the ____ day of _____, 20____, personally appeared before me,
_____, the _____ of Nibley
Development, LLC/Wesley Nelson Farms, the signer of the foregoing instrument, who duly
acknowledged to me that they executed the same.

NOTARY PUBLIC

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Addendum 2

To the Street Improvement and Dedication Agreement between Nibley Development, LLC and Nibley City dated 29 July, 2021

RECITALS

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- B. City and Developer amended the Street Agreement by way of the Addendum 1 To the Street Improvement and Dedication Agreement between Nibley Development and Nibley City dated 29 July 2021 (“Addendum 1”).
- C. Since the execution of Addendum 1, Developer has installed the final two inches of asphalt described in “Item 1” of Addendum 1, and City has paid Developer the \$86,205.82 described in “Item 2” of Addendum 1.
- D. City and Developer desire to further amend the Street Agreement and Addendum 1 to adjust the timing and process for Nibley City’s acceptance of the dedication of 2600 South and the process for the completion of the remaining improvements consisting of curb, gutter, sidewalk, and landscaping, described in Item 3 of Addendum 1. The intent is that the curb, gutter, sidewalk, and landscaping, and other improvements described in Item 3 of Addendum 1 will not be required now, but instead will be required in connection with future development activity on any property or parcel adjacent to 2600 South.

TERMS

- 1. Amendment to “Item 3: Process and timing for Nibley City accepting road ownership”
 - a. Addendum 1, “Item 3: Process and timing for Nibley City accepting road ownership,” currently provides, in part:

“Nibley City will accept dedication of Nibley Development’s 2600 South either on completion, including (for example) curb and gutter, sidewalk, and landscaping or earlier if financial assurance of a complete roadway is in place.”
 - b. The foregoing language within “Item 3” of Addendum 1 is amended and replaced with the following language, and the following language applies and takes precedence over any conflicting language within the Street Agreement or Addendum 1:

“Nibley City will accept dedication of 2600 South, without the completion of curb, gutter, sidewalk, landscaping, and other improvements required by the Street Agreement and City design standards and specifications for a complete roadway (“Remaining Improvements”), in accordance with the following:

1. Nibley Development, LLC, or Wesley Nelson Farms, Inc., as appropriate, shall execute a Notice of Obligation to Improve Before Land Use Approval, substantially in the form attached hereto as Exhibit A, and record the same against title to all property owned or under the control of Nibley Development, LLC or Wesley Nelson Farms, Inc. adjacent to 2600 South (“Property”). The Notice of Obligation to Improve Before Land Use Approval will provide, generally:

A. The Remaining Improvements must be provided, installed, constructed, inspected, assured, and warrantied according to adopted City ordinances, standards, and specifications and this Street Agreement and all Addenda thereto, in connection with any development of the Property other than the subdivision of the Property into the Four Lot Plat described in and by that separate Nibley City Development Agreement – Four Lot Plat by and between Nibley City and Developer.

B. Nibley City may withhold or condition approval of any land use application, including building permits and certificates of occupancy, to ensure completion of the related portion of the Remaining Improvements.

2. Nothing herein waives the right of any applicable owner of any portion of the property to provide a bond or other improvement assurance permitted by applicable City ordinances with respect to any of the Remaining Improvements.

3. Developer shall schedule a final inspection with City to inspect the constructed 2600 South roadway and infrastructure to ensure the same complies with the approved plans for construction and improvement, as such plans have been approved and modified pursuant to the Street Agreement, Addendum 1, and this Addendum 2 (“Final Inspection”). The City has previously inspected 2600 South roadway and has provided a punch-list of the following items (the “Punch-list items”): “(1) Complete shouldering throughout, (2) Grout stormwater/irrigation boxes- the bottom of many of the pipes are not grouted where they enter/exit boxes, (3) Expose and collar missing buried sewer manhole at STA: 13+54.77, (4), Expose the 8-inch valve at the waterline stub to the south near STA: 13+75- this is the stub that has the temporary blow-off valve, and (5) Repair dips/settling in the roadway at the west end near the highway- there is one on the eastbound lane near STA: 2+00 and another in the westbound lane near STA: 1+3The Final Inspection will be limited to review of completion of the Punch-list items.” Developer agrees to complete items 1-4 to the reasonable satisfaction of the City. Item 5 will be completed by grinding the existing asphalt to a depth of at least 2-inches and installing a thin asphalt overlay meeting asphalt and smoothness requirements of the most recent edition of the

American Public Works Association, Utah Chapter, Manual of Standard Specifications as amended.

The Final Inspection will be limited to review of completion of the Punch-list items. Punch-list items identified in connection with the Final Inspection that require repair or correction, other than the Remaining Improvements to be constructed at a later date, shall be repaired, corrected, and completed by Developer, with such work re-inspected and verified by City, prior to Nibley City's acceptance of 2600 South.

Upon verification and acceptance by the City of completed Final Inspection and the Punch-list items, the required one-year warranty will begin for those completed Punch-list items. The one-year warranty on the additional two inches of asphalt, laid May 31, 2023, will expire on May 31, 2024. The one-year warranty on all other aspects of the 2600 South roadway has already expired.

4. After the execution and recordation of the Notice of Obligation to Improve Before Land Use Approval, satisfactory completion of the Final Inspection described herein, and in connection with the approval of the Four Lot Plat according to the process described in and by that separate Nibley City Development Agreement – Four Lot Plat by and between Nibley City and Developer, Developer may request, and the City shall approve and accept, the dedication of 2600 South as a public road and right of way.

5. The conditional \$500,000 in Tax Increment Funding through the Malouf Community Redevelopment Agency (CRA) described in "Item 1" does not constitute and shall not be treated by any person or entity as an improvement completion assurance or improvement warranty."

2. No Waiver. No term, condition, provision, or requirement of the Street Agreement or Addendum 1, other than those expressly set forth herein, is modified, amended, or waived. The Street Agreement and Addendum 1, as amended herein, shall continue in full effect and force.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year so indicated.

NIBLEY CITY

By: _____
Justin Maughan, City Manager

ATTEST:

By: _____
City Recorder

NIBLEY DEVELOPMENT LLC

By: _____
Printed Name:
Title:

STATE OF UTAH)
 : ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me,
_____, the _____ of Nibley
Development, LLC, the signer of the foregoing instrument, who duly acknowledged to me that
they executed the same.

NOTARY PUBLIC

WESLEY NELSON FARMS, INC

By: _____
Printed Name:
Title:

STATE OF UTAH)
 : ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me,
_____, the _____ of Wesley Nelson
Farms, Inc., the signer of the foregoing instrument, who duly acknowledged to me that they
executed the same.

NOTARY PUBLIC

EXHIBIT A

Form of Notice of Obligation to Improve Before Land Use Approval

When Recorded Return To:

NOTICE OF OBLIGATION TO IMPROVE BEFORE LAND USE APPROVAL

PLEASE TAKE NOTICE THAT the property identified in Exhibit “A” hereto (the “Property”) is burdened by this notice and the obligations described herein. The Property is adjacent to 2600 South in Nibley, Utah. Certain curb, gutter, sidewalk, landscaping, and other improvements required by applicable Nibley City ordinances, standards, and specifications have not yet been constructed along 2600 South (the “Remaining Improvements”). Accordingly, the Property, and any owner of record of the Property at any time (each an “Owner”), is burdened as follows and subject to the following:

1. Before an Owner or agent of the same may obtain approval of a subdivision plat, site plan, or building permit on any portion of the Property (the “Applicable Property”), or otherwise seeks to obtain an approval for or conduct any “Development activity” as defined by Utah Code § 10-9a-103 (each an “Approval”), Nibley City shall require completion of the Remaining Improvements on the half width of 2600 South along the entire 2600 South frontage of the Applicable Property.
2. Each Approval may provide that the Owner must provide, install, construct, assure, and warranty, according to adopted Nibley City ordinances, standards, and specifications and in conformance with the Nibley City Street Improvement and Dedication Agreement, dated July 29, 2021, the Remaining Improvements for the half width of 2600 South along the entire 2600 South frontage of the Applicable Property.
3. Nibley City may condition any Approval related to the Applicable Property to ensure completion of the related portion of the Remaining Improvements for the half width of 2600 South along the entire 2600 South frontage of the Applicable Property.

This notice may not be released, altered, or amended without the written consent of Nibley City, except that with respect to any portion of the Property for which an Approval is granted, the granting of the Approval will be deemed an immediate, automatic, and full release and satisfaction of this Notice with respect to the Applicable Property for which the Approval was granted, unless such Approval expressly provides otherwise in writing.

NIBLEY DEVELOPMENT LLC/WESLEY NESLON FARMS INC

By: _____

Printed Name:

Title:

STATE OF UTAH)
 : ss

County of _____)

On the ____ day of _____, 20____, personally appeared before me,
_____, the _____ of Nibley
Development, LLC/Wesley Nelson Farms, the signer of the foregoing instrument, who duly
acknowledged to me that they executed the same.

NOTARY PUBLIC

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Agenda Item #9 & 10

Description	Public Hearing: Ordinance 23-34—Updating Nibley City Code 7.06.010-7.06.070, Adopting Provisions for the Collection of Waste Within City Limits and Discussion & Consideration: Ordinance 23-34—Updating Nibley City Code 7.06.010-7.06.070, Adopting Provisions for the Collection of Waste Within City Limits (First Reading)
Presenter	Justin Maughan, City Manager
Planning Commission Recommendation	NA
Staff Recommendation	
Reviewed By	Larry Jacobsen, Mayor Rob Patterson, City Attorney Levi Roberts, City Planner Justin Maughan, City Manager

Background

As part of Nibley's membership in the Cache Waste Consortium, an update to Nibley City Code 7.06 - Garbage and Refuse, is required. The majority of the changes are bringing the ordinance in line with current practices that have been in place for some time. Rob Patterson, City Attorney authored most of the changes, while there were a few items requested by the CWC. The CWC's main issue was requiring exclusivity for Waste Management to be the only authorized solid waste hauler in the City. This isn't a totally a new requirement, previously the ordinance said whoever the City designated "shall collect", but it was strengthened in the proposed ordinance to whoever the City designates "shall have the exclusive right to collect".

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ORDINANCE 23-34

AN ORDINANCE UPDATING THE NIBLEY CITY CODE 7.06.010 - 7.06.070, ADOPTING PROVISIONS FOR THE COLLECTION OF WASTE WITHIN CITY LIMITS

WHEREAS, the Utah Code § 10-11-1(2)(ii) grants municipalities the right to regulate the abatement of garbage and refuse;

WHEREAS, in response to Logan City's termination of waste collection services to cities in Cache Valley, Nibley City (the "City") in concert with several other municipalities and Cache County formed an interlocal entity called the Cache Waste Consortium (the "Consortium") to procure waste collections services for Cache County and the participating municipalities;

WHEREAS, the Consortium entered into that certain Solid Waste Services Agreement with Waste Management of Utah, Inc. ("Waste Management") dated March 22, 2023 (the "Services Agreement") by which Waste Management agreed to provide waste collection services for all cities in the Consortium;

WHEREAS, as a condition of Waste Management entering into the Services Agreement, Waste Management demanded exclusive ability to provide waste collection services in all jurisdictions that are part of the Consortium;

WHEREAS, the Services Agreement requires the City to adopt an ordinance making Waste Management the exclusive waste collection services provider in the City; and

WHEREAS, the Nibley City Council determined it was in the best interests of the residents of the City to participate as part of the Consortium and adopt an ordinance as required by the Services Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NIBLEY CITY, STATE OF UTAH, AS FOLLOWS:

1. That attached amendments to Nibley City Code 7.06.010 - 070 be amended into City Code.
2. Waste Management Inc. Is designated as the sole provider of waste collection services

Dated this ____ day of _____, 2023.

Larry Jacobsen, Mayor

ATTEST

Cheryl Bodily, City Recorder

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7.06.010 Definitions

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

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.

CART: means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels and provided to the City by the City Collector.

CITY COLLECTOR: means the provider currently established by resolution of the City Council.

COMMERCIAL PREMISE: 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.

COMMERCIAL GARBAGE: Refers to garbage produced in commercial establishments, public or quasi-public institutions or establishments, including restaurants, hotels, motels and similar establishments.

CONSTRUCTION AND DEMOLITION DEBRIS: All garbage resulting from construction, remodeling, repair, or demolition, including remnants of new construction materials, roofing materials, carpeting, scrap metal, building materials, packaging, and green waste from landscaping.

CONTAINER OR REGULATION CONTAINER: A Bin, Cart, or Roll Off type of garbage or trash container of galvanized metal or other approved material and having a tightfitting lid or properly and sufficiently treated weather resistant paper bag manufactured specifically for use in garbage and refuse collection.

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.

GARBAGE: All putrescible and non-putrescible wastes that are not prohibited waste.

GREEN WASTE: Lawn cuttings, clippings from bushes and shrubs, leaves and trees and tree branches, and other vegetative matter from normal yard and landscaping maintenance.

MULTI-FAMILY COMPLEX: means any Premises with four (4) or more Dwelling Units, where such Dwelling Units receive centralized Collection Services (and not individualized Cart-based Collection Services).

MULTI-FAMILY DWEILLING: means a Dwelling Unit in a Multi-Family Complex.

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.

PREMISES: means any parcel of real property in the City where Solid Waste is generated or accumulated.

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.

RECYCLING: The process of collection materials diverted from the waste stream for reuse.

RECYCLING BIN: Any receptacle made available to the public by a governmental entity or private business for the collection of any source separated item for recycling purposes.

REFUSE: All waste matter, except garbage, attendant or resulting from the occupancy of residences, apartments, hotels or other places of dwelling and from the operation of a business. Refuse shall not be deemed to include industrial waste or waste matter resulting from the construction, demolition or repair of a building or other structure.

RESIDENTIAL GARBAGE: Garbage produced in places of private residence and dining halls not open to the public.

RESIDENTIAL PREMISES: means a Single-Family Premises.

PROHIBITED WASTE: Any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, tires, and other materials not permitted to be collected and disposed of as garbage or recyclables.

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.

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 City Collector 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 the City Collector's equipment or facilities, or present a substantial endangerment to the health or safety of the public or the City Collector's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

7.06.020 Collection Of Garbage

- A. The city, through its designated agent or contractor, shall have the exclusive right to collect, remove, and dispose of all residential and commercial garbage, including recyclables, green waste, and construction and demolition debris from all properties within the city. All such garbage and recyclables shall be collected, removed, and disposed of with such frequency and in such manner as the city council may from time to time establish by regulation or contract.
- B. Except as otherwise expressly permitted by this chapter, no garbage or recyclables shall be moved or hauled away or transported upon the streets or public ways of the city except by the city through its designated agent or contractor. It is hereby declared to be unlawful for any person, except as permitted in this chapter, to haul or remove garbage or recyclables in the city.
- C. Commercial establishments, public or quasi-public institutions and establishments creating commercial garbage, and all builders, contractors, and other persons engaged in the business of construction or demolition, shall use the city's designated agent or contractor for the collection and removal of commercial garbage and construction and demolition debris.
- D. Nothing contained in this section shall preclude a resident of a property from hauling their own garbage generated by or from their property over the streets and alleys of the city for the purpose of disposing of the same at an authorized disposal area or facility, or for a person to sell or donate recyclables.
- E. Nothing in this section shall be construed as eliminating the charge made for garbage or recycling collection service.
- F. It shall be unlawful for more than one Single-Family Premises to share the same Collection Services account with the City.
- G. Except as may occur through ordinary wear and tear, it shall be unlawful for any person to lose, damage or destroy any Container.

- H. 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.

7.06.030 Service Charges

- A. Established: The service charge for garbage and recycling collection shall be established by resolution from time to time by the city council.
- B. Applicability: Charges shall apply to all residences, business establishments, and other properties in the city.
- C. Billing:
1. The garbage service charges above imposed by this section shall be added to the charge made for water furnished through the water system of the city and shall be billed and collected in the same manner as water service charges are billed and collected.
 2. In the event that the obligee for the water service charges and the obligee for the garbage service charges do not coincide, or in the event that practical economic and administrative reasons do not make combined billing and collection feasible, in the opinion of the city council, the garbage service charges may be collected with such frequency and in such manner as the city council shall by regulation provide.

7.06.040 Equipment Requirements

1. Enclosed Bodies; Covering: All public or private vehicles used for the collection or disposal of refuse shall have enclosed bodies or suitable provision for covering the body. Provision and use of a tarpaulin or canvas cover to enclose open bodies of collection vehicles for personal disposal of garbage or recyclables, as authorized by this chapter, shall be required.
2. Sanitation; Maintenance: Vehicles used for the collection or disposal of garbage, or of refuse containing garbage, shall: 1) have watertight, metal bodies of easily cleanable construction; 2) shall be cleaned at sufficient frequency to prevent nuisance or insect breeding; and 3) shall be maintained in good repair.

7.06.050 Regulation

- A. No Accumulation Of Garbage: It shall be unlawful for any person to accumulate garbage or refuse or cause garbage or refuse to be deposited upon any street, alley, or other public property, or upon any private premises in the city without express permission from the

City Manager. The City Manager may permit the feeding or processing of garbage or refuse upon premises properly equipped and maintained so as to prevent the creation of a nuisance or a hazard to health, or permit the depositing of ashes and other dry material for filling purposes at such places as the City Manager may designate and under such restrictions as the city council may by regulation impose.

- B. Containers: All garbage and refuse shall be placed in suitable and sufficient garbage receptacles, either receptacles with tight-fitting lids, or properly and sufficiently treated water-resistant paper bags manufactured specifically for use in garbage and refuse collection, or plastic bags manufactured specifically for use in garbage and refuse collection.
- C. Closing Of Containers Required: All garbage and market waste must be placed in rainproof and flyproof receptacles of the type herein required and the receptacle shall be tightly closed in such manner as to prevent offensive odors or flies.
- D. Time And Place Of Pickup:
 - 1. All garbage and refuse subject to garbage collection by the city shall be placed at a pickup point at or near the premises designated from time to time by regulations adopted by the city council and at such time or times as shall be designated by regulations of the city council.
 - 2. Until otherwise provided by regulation, garbage and refuse must not be set out upon the street for collection prior to the evening of the day before collection and must be set out on the day of collection before the hour of collection designated by regulations of the city council.
 - 3. All empty receptacles must be removed from the street as soon as practicable after being emptied, and in every case, must be removed from the street the same day they are emptied. Receptacles shall not be permitted to remain on any street longer than may be necessary for the removal of the contents.

E. Community Waste:

The city council from time to time may provide for the collection and disposal of community waste through community clean-up or bulk waste collection services as the city may decide to collect and haul in connection with its regular garbage, waste collection and disposal service.

7.06.060 Enforcement; Penalty

Violations of this chapter may be enforced by any means available to the city, including by abatement, administrative citation, or criminal prosecution. Violations shall constitute infractions, and each day that the violation continues shall constitute a separate offense.

7.06.070 Misuse Of Collection Bins and Carts

1. Placing Prohibited Items In Bins or carts: No person shall place any prohibited waste in a garbage, recycling, or other collection. The city shall provide a warning prior to further enforcement actions related to the placement of prohibited waste in collection bins, which warning shall provide a list or description of prohibited waste.
2. Litter In Vicinity Of Bins: No person shall leave litter, items or debris on the ground around and in the vicinity of garbage, recycling, or other collection bins.

Agenda Item #11 & 12

Description	Public Hearing: Ordinance 23-35—Amendments to NCC 19.34 Animal Land Use Regulations and 9.02.030 Animal Control Officer and Discussion & Consideration: Ordinance 23-35—Amendments to NCC 19.34 Animal Land Use Regulations and 9.02.030 Animal Control Officer (First Reading)
Presenter	Levi Roberts, City Planner
Planning Commission Recommendation	Approval of Ordinance 23-35: Amendments to NCC 19.34 Animal Land Use Regulations Ordinance
Staff Recommendation	Approval of Ordinance 23-35: Amendments to NCC 19.34 Animal Land Use Regulations Ordinance
Reviewed By	Larry Jacobsen, Mayor Rob Patterson, City Attorney Levi Roberts, City Planner Justin Maughan, City Manager Planning Commission Animal Land-Use Committee

Background

Recently, an Ad Hoc committee was created to review and, if necessary, provide recommendations to the Nibley City Animal Land-Use Ordinance. This committee was formed based upon direction of City Council, who identified that the ordinance should be further reviewed based upon citizen input. Members of the committee included the following:

Nathan Laursen, City Council
Erin Mann, City Council
Holly Fronk, Nibley Resident
Eldon Buchanon, Nibley Resident
Ross Jacobson, Nibley Resident
Roxie Christensen, Morgan Farm Manager
Mike Christensen, Morgan Farm Manager
Larry Jacobsen, Mayor

Clair Schenk, Planning Commission
Garrett Mansell, Planning Commission
Jamie Gonzalez, Assistant City Recorder
Levi Roberts, City Planner

The Committee met six times over the course of two months to discuss and provide input to address perceived deficiencies of the existing ordinance. During the discussion, the Committee balanced consideration of the anticipated impacts of animals upon neighbors with individual property rights and welfare for the animals and the general public. Based upon these discussions, a draft amended ordinance was recommended to the Planning Commission for consideration. Recommended changes of the Committee included the following:

- Reformatting of tables and sections within ordinance for better clarity and continuity.
- The introduction of a point system for small animals on lots less than 0.75 acre. Currently, small animals on small lots are only regulated by a maximum number of animals per species, but points are not accumulated.
- An adjustment to several animal points and the addition of new species to the chart which were previously unaccounted for.
- Reduction in points for agricultural parcels greater than 5 acres to approximately half compared to smaller lots.
- A provision for adjacent lots that only contain one primary dwelling unit, which allows the accumulation of acreage for the purpose of counting animal points.
- A provision for vacant lots, which would be allowed an additional 25 large and small animal points.
- A provision which allows for a second large animal at half the points of the first or subsequent animals to incentivize 'companion' animals.
- An added clarification that commercial or industrially-zoned properties are under the same restrictions as residential.
- A reference to state code for bee keeping.
- Minor adjustments to setback standards for barns and other structures.

In addition to these changes, the following provisions were added to the draft ordinance, based upon Planning Commission input and Staff research:

- The allowance for the offspring of pigs outside of the limits of point limits of the ordinance is limited to 3 months, rather than 12 months, as with other large animals.
- The temporary keeping of horses is allowed for 5 days or less, not subject to the limits of the ordinance.
- Added reference within NCC 9.02.030 to ensure animal land use and park related provisions are enforced by animal control officer.

ORDINANCE 23-35
AMENDING NCC 19.34 ANIMAL LAND USE REGULATIONS
AND 9.02.030 ANIMAL CONTROL OFFICER

WHEREAS, Nibley City regulates land use within Nibley City boundaries; and

WHEREAS, the use of land for the keeping of animals is appropriate in various areas of Nibley City subject to restrictions as to the type of animal based upon lot size; and

WHEREAS, animal land use restrictions are intended to mitigate potential impacts to surrounding properties and improve the health and general welfare of Nibley residents;

NOW, THEREFORE, BE IT ORDAINED BY THE NIBLEY CITY COUNCIL OF NIBLEY, UTAH THAT:

1. The proposed amendments to NCC 9.02.030 and 19.34 be adopted.
2. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. This ordinance shall become effective upon posting as required by law.

PASSED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2023.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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9.02.030 Animal Control Officer

- A. **Created:** The position of animal control officer is hereby created.
- B. **Duties:** The animal control officer shall perform the following duties:
1. Carry out and enforce the provisions of this chapter, NCC 13.16.040 and NCC 19.34.
 2. Take into his possession and impound all strays running at large and dispose of the same as hereinafter provided.
 3. Enforce the licensing of and control all dogs within the city as hereinafter provided.
 4. File complaints in the courts against any person failing to comply with the provisions of this chapter and obtain licenses when required thereunder.
 5. Capture and secure all dogs found running at large contrary to the provisions of this chapter and impound such dogs in a humane manner.
 6. Provide for a good and sufficient pound in which all animals duly committed to his charge or otherwise impounded by him shall be maintained.
 7. Enter a description thereof in records kept for that purpose stating the kind of animal, the circumstance under which received or impounded, and a description thereof sufficient to provide identification, the costs expended for the maintenance of the animal and amounts received arising out of maintenance or sale of animals.
- C. **Interference With Animal Control Officer Prohibited:** It shall be unlawful for any person to interfere, molest, hinder or obstruct the animal control officer or any of his authorized representatives in the discharge of their duties as herein prescribed.
- D. **Lawful To Go On Premises:** In the enforcement of any provision of this chapter, any police officer and the animal control officer or his deputies are authorized to enter the premises of any person or entity to take possession of any fierce, stray, dangerous or vicious dog or other animals, unattended, at large, or dogs or other animals which shall commit an act prohibited by city ordinance. Entry on and into said premises is permitted when a dog or other animal, whether registered or unregistered, goes onto or into private property and as otherwise provided by this chapter and by law.

19.34.010 Intent

The intent of these regulations is to protect and preserve Nibley City's rural heritage while allowing multiple land uses, including agricultural and residential, within city boundaries.

19.34.020 Household Pets

- A. Dogs and cats are permitted, according to the following table.

Dogs and Cats					
Animals	Accessory and Secondary Dwellings	Residential Lots Less than .25 acre or multifamily	Residential Lots Greater than or Equal to .25 and Less	Residential Lots Greater than or Equal to .75 Acre	Agricultural Lots Greater than or Equal to 5.0 Acres

		units	than .75 Acre		
Dogs	1	2	2	2 (3) ¹	3
Cat	1	2	3	4	4

1. A kennel license which meets the requirements of 9.02.050, may be approved by designated Nibley City Staff for a third dog for lots with a single dwelling unit greater than or equal to .75 acre.
2. A residential lot with a two-family housing unit or with a single-family housing unit and an accessory or secondary dwelling may have 3 total dogs without a kennel license.
3. Animals of the same species less than six (6) months old of permitted household pets that are parented on premises shall not be counted or regulated.
4. Service animals are not subject to the above restrictions.
5. Other household pets not listed, which are legal per State and Federal Laws, are permitted if such animals are housed at all times within the primary dwelling unit.
6. All other animals not specifically permitted are prohibited.

19.34.030 Small Animals

- A. The following animals are permitted at a maximum rate of one hundred (100) small animal points per acre. Small animal points are assigned according to the following table:

Small Animal Points				
Animals	Residential Lots Greater than .10 acre and Less than .25 acre	Residential Lots Greater than or Equal to .25 acre and Less than .75 Acre	Residential Lots Greater than or Equal to .75 Acre	Agricultural Lots Greater than or Equal to 5.0 Acres
Rooster	-	-	105	50
Turkey	-	30	30	10
Goose	-	30	30	10
Rabbits	10	5	5	5

Ducks	10	5	5	5
Hen Chickens	10	5	5	5
Pigeons	10	2	2	2
Game Birds (Quail, Pheasants)	10	2	2	2

1. Animals of the same species less than six (6) months old of permitted small animals that are parented on premises shall not be counted or regulated.

19.34.040 Large Animals

- A. The following animals are permitted at a rate of one hundred (100) large animal points per acre. Large animal points are assigned according to the following table:

Large Animal Points				
Animals	Residential Lots Less than .5 acre	Residential Lots Greater than or Equal to .5 acre and Less than .75 Acre	Residential Lots Greater than or Equal to .75 Acre	Agricultural Lots Greater than or Equal to 5.0 Acres
Horse, pony, mule or donkey ⁴	-	-	50	25
Stallion	-	-	-	25
Cattle: cow, heifer, or steer	-	-	50	25
Cattle: bull	-	-	-	25
Bison or buffalo or yak	-	-	-	50
Caribou, reindeer	-	-	-	50
Camel	-	-	-	25
Pig ²	-	-	50	25

Ostrich	-	-	50	25
Llama or alpaca	-	-	25	12
Emu	-	-	25	12
Miniature horse, donkey, cow ¹	-	-	25	12
Sheep	-	25	15	7
Goat: Female or wether	-	25	15	7
Goat: Billy	-	-	-	25

1. A miniature horse, donkey or cow must measure no taller than 42 inches in height and 200 pounds in weight. Larger horses, donkeys and cows shall be allotted the points of a horse, donkey or cow above.
2. Animals of the same species less than twelve (12) months old of permitted large animals, with the exception of pigs, that are parented on premises shall not be counted or regulated. Pigs that are less than three (3) months old that are parented on premises shall not be counted or regulated.
3. Second Animal Allotment: on parcels greater than or equal to 0.5 acre, the first animal shall be counted according to the regular points allotment as specified in this section, and a second large animal shall be allowed to be counted at half of the regular points allotted, for companionship and to reduce the likelihood of a single large animal becoming a nuisance. Any subsequent large animals shall be counted at the regular points allotted, as specified in this section.
4. Temporary boarding of a horse, pony, mule or donkey for five (5) days or less is allowed and not subject to the limits of this section.

19.34.050 Combining Adjacent Parcels for Animal Occupancy

- A. A resident may combine the total amount of adjacent parcels they own or occupy, including vacant parcels, for calculating the number of large, medium, and small animals they are allowed to keep on their combined properties.
- B. Adjacent parcels, including vacant parcels, must be owned or occupied by the same resident to be eligible for combining. Proof of lease or other entitlement may be required for occupants of property other than the record title holder.
- C. Property being combined for calculation of permitted animals shall be limited to vacant property with no dwelling units and property containing a maximum of one single-family dwelling unit and one accessory dwelling unit or one two-family dwelling unit.

19.34.060 Vacant Parcel Allowance for Animal Occupancy

- A. A vacant parcel, with no dwelling unit, is allowed an additional 25 small animal points and an additional 25 large animal points. For the purposes of regulating animals based upon lot size within this section, a vacant parcel that is 0.5 acre or larger shall be counted and regulated with an additional 0.25 acre to the subject parcel. For example, a vacant parcel that is 0.6 acre shall be regulated the same as a 0.85 acre parcel that contains a dwelling unit for the purposes of this section.

19.34.070 Commercial and Industrial Parcels

Parcels which are zoned Commercial (C), Neighborhood Commercial (C-N) or Industrial (I), are subject to the same animal land use restrictions as a residential parcel.

19.34.080 Keeping of Bees

The keeping of bees is allowed under the guidelines listed in Utah Agricultural Code, Title 4 Chapter 11, [Utah Bee Inspection Act](#) and all other applicable State and Federal Regulations.

19.34.090 Required Setbacks For Animal Land Uses

	Street Line, Public/Private	Dwelling Unit; Same Lot	Dwelling Unit; Adjacent Lot	Lot Line
Barns, stables, coops, beehives, and other accommodations for non-household pets (more than 50 square feet)	50 feet	20 feet	50 feet	20 feet
Barns, stables, coops, beehives, and other accommodations for non-household pets (less than 50 square feet)	50 feet	10 feet	35 feet	10 feet

Manure piles, manure pits	150 feet	100 feet	100 feet	20 feet
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19.34.100 Surface Drainage

Surface drainage from barns, corrals, stables, coops and other similar buildings shall not be permitted to drain into a waterway that drains into a natural stream or canal.

19.34.110 Restraint Of Livestock And Pets

All livestock and pets shall be so restrained that they shall not damage or destroy adjacent property and must comply with the Nibley City animal control, nuisance and noise regulations, including those listed in NCC 9.02, "Animal Control".

19.34.120 Creation And Continuation Of Nonconforming Uses

- A. Established animal land uses that are impacted by an ordinance change, including rezoning, to a more restrictive animal land use regulation shall be allowed to continue as a legally nonconforming land use (sometimes known as a "grandfathered" land use), with these additional provisions:
- B. The established animal land use must have been a legal land use that conformed to the previous, less restrictive regulations.
- C. The burden of proving the established animal land use rests on the landowner.
- D. The legally nonconforming animal land use will be lost if it is interrupted for more than twelve (12) continuous months. A legally nonconforming use is associated with the property on which it is established.
- E. An increased intensity of non-animal land uses, including subdivision of property and new building construction, on lots with legally nonconforming animal land uses shall not be allowed.
- F. Agricultural areas are established to provide areas where the growing of crops and the raising of livestock can be encouraged and supported within the city.

Agenda Item #13

Description	Discussion & Consideration: Ordinance 23-33—Public Improvements Required with Commercial, Industrial and Institutional Site Plan Approval (First Reading)
Presenter	Levi Roberts, City Planner
Planning Commission Recommendation	Approval of Ordinance 23-33: Public improvements required with commercial, industrial and institutional site plan approval
Staff Recommendation	Approval of Ordinance 23-33: Public improvements required with commercial, industrial and institutional site plan approval
Reviewed By	Larry Jacobsen, Mayor Rob Patterson, City Attorney Tom Dickinson, City Engineer Levi Roberts, City Planner Justin Maughan, City Manager

Background

Staff identified a deficiency within our ordinance with regards to public improvements that are required commensurate with a commercial, industrial or institutional development, particularly those that occur outside of a subdivision. Although there is some language in our current ordinance that points to requiring such improvements, Staff has determined that this language should be clarified and strengthened to ensure the appropriate and commensurate improvements to roadways, trails and utilities are provided in conjunction with such developments. The proposed amendments to Nibley City Code aim to address these deficiencies.

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ORDINANCE 23-33

**AMENDING PUBLIC IMPROVEMENTS REQUIRED WITH COMMERCIAL, INDUSTRIAL,
AND INSTITUTIONAL SITE PLAN APPROVAL**

WHEREAS, Nibley City regulates land use within Nibley City boundaries; and

WHEREAS, commercial, industrial and institutional developments impose an impact upon adjacent streets and other infrastructure regardless of whether a subdivision is required for the development; and

WHEREAS, requiring public improvements commensurate with the impact of development is in accordance with State Code and the Nibley City General Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE NIBLEY CITY COUNCIL OF NIBLEY, UTAH THAT:

1. The attached amendments to Nibley City Code 19.14 be adopted.
2. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. This ordinance shall become effective upon posting as required by law.

PASSED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2023.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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19.14.050 Site Plan Review

- A. Site Plan Review and Approval Process: Any proposed development of commercial, institutional or industrial uses, including new buildings, expansion of or addition to existing buildings, or change in type use of existing buildings, must meet the requirements of design standards for commercial and institutional uses, as applicable, and the provisions of this title and other applicable standards.

1. Approval Process: All proposed development described in this section are subject to the following site plan approval process. At each stage of the process, applicants shall be required to submit relevant application forms and pay applicable fees.

- a. Preapplication Conference: Prior to submitting a site plan application, developers shall meet with the City Planner to become acquainted with the development requirements, procedures and schedules, and to discuss potential issues with the project. At this time, developer shall present the city planner with a general site plan and inform the City Planner of plans for the development.
- b. Concept Presentation: Following determination of compliance at the preapplication conference, all proposals for development, redevelopment or additions to buildings greater than 10,000 sq ft shall be required to present and receive approval of a concept plan from the planning commission.

At this time, the planning commission may give preliminary input on the development concept. This input shall be based on the concept's compliance with the Nibley City general plan and all applicable state and local ordinances.

- c. Site Plan Review: For all commercial, institutional and industrial development, including new buildings, expansion of or addition to existing buildings, or change in the type of use of existing buildings, developer is required to receive approval from the following bodies, as set forth:
 - (1) For development, redevelopment, or additions to buildings which are below 500 sq ft, the City Planner shall be the site plan approval authority.
 - (2) For development, redevelopment, or additions to buildings which are greater than 500 sq ft and less than 10,000 sq ft, the Planning Commission shall be the site plan approval authority.
 - (3) For development, redevelopment, or additions to buildings which are greater than 10,000 sq ft, the City Council shall be the site plan approval authority. Such site plans shall only be presented to the City Council after a recommendation of the Planning Commission.

2. Site Plan Specifications: The site plan shall be prepared, submitted and reviewed in accordance with the Nibley City Code and Standards, as applicable, including Design Standards for Commercial and Institutional Development.
 - a. At the time of site plan application, developer shall be required to submit the following plans, drawn to a scale not to exceed one inch equals three hundred feet (1" = 300'):
 - (1) Overall site plan, including location of buildings, open space, parking, landscaping and pedestrian and traffic circulation, all existing residences, buildings, existing streets and proposed streets within three hundred feet (300') of the site in all directions.
 - (A) Architectural renderings and elevations, demonstrating building materials and colors.
 - (B) General drainage and utility layout with topography, showing all topographic features.
 - (2) As part of the site plan application, or subdivision plat application if a plat is required, the developer shall be required to submit construction drawings that are compliant with the Nibley City Design Standards and Specifications.
 - (3) As part of the site plan application, or subdivision plat application if a plat is required, the developer shall describe the source, layout, and availability of utilities and utility connections. In particular, the developer shall describe the anticipated water requirements of the proposed development and the developer's plan for supplying water to the site.
 - (4) As part of the site plan application, or subdivision plat application if a plat is required, the developer shall describe the road, sidewalk, stormwater, and other public improvements to be provided by the developer in accordance with NCC 21.12.
 - b. Site Plan Modifications and Amendments: Except as may be provided for elsewhere in this chapter, no element of an approved site plan shall be changed or modified substantially without first obtaining approval of the proposed amendment with the same procedure of the original site plan approval. Substantial modification shall include the change in use of a structure, as defined in 19.20.020, or any modification that changes at least five percent (5%) of the total area in the approved site plan.
 - c. Time Limitations: Developer shall have one year from the date of final site plan submittal to obtain final plan approval. Extensions of time may be granted by the planning commission and/or city council for a period of not longer than one year upon submittal of a request for extension of time, and showing of good

cause prior to the expiration of the initial approval or an approved extension of time. A second time extension may be requested, and if granted, the extension can be no longer than six (6) months. No other time extensions shall be granted. Developer shall have to start the design review process over. Self-imposed and economic hardships shall not be a basis for granting an extension.

3. Applicants which require a Conditional Use Permit may submit a site plan at the time they submit a conditional use permit and need not submit a separate application.
4. Applicants for commercial or industrial development of a lot shall provide, construct, install, and assure all improvements required by NCC 21.12, as if the development were a subdivision, to the extent the improvements are necessitated by and roughly proportionate to the impact of the proposed development.
5. Applicants for commercial or industrial development of an unsubdivided parcel shall prepare and receive approval of a subdivision plat for the parcel and shall also provide, construct, install, and assure all required improvements, in accordance with NCC Title 21, as if the development were a subdivision and regardless of whether the parcel is proposed to be divided into two or more lots. Improvements required by NCC 21.12 shall be provided to the extent the improvements are necessitated by and roughly proportionate to the impact of the proposed development. A conditional use permit, if required, and site plan may be submitted and processed concurrently with the subdivision plat.

19.14.060 Commercial Zone Requirements

A. Use Permit

1. Each Commercial Development and Use shall obtain a business license from Nibley City. Commercial Uses as listed in NCC 19.20 as a conditional use shall also obtain a Conditional Use Permit before construction of new developments or operation of a business for existing commercial developments and buildings.

B. Traffic and Connectivity

1. Roadways and intersections shall maintain a Level of Service (LOS)
2. Commercial applicants shall make any road updates, extensions, or expansions necessary, proportional to the impact of the development, to ensure adjacent roadways will maintain LOS C and comply with Nibley City Design Standards . Site plans must comply with the Transportation and Trails Master Plan.
3. Applicants may be required to provide an additional vehicle access to the site for one or more of the following reasons
 - a. There is only one vehicle access road to the site
 - b. Allow for greater emergency access to the site

- c. Provide for better connectivity and enhance the safety of surrounding roadways and intersections.
- d. Construction access to minimize impact to existing homes and infrastructure

C. Utilities

- 1. Prior to the issuance of a business license or conditional use permit, utility lines shall be updated to comply with water, sewer and stormwater master plans within the application property and adjacent rights-of-way.
 - 2. A business license or conditional use permit shall only be granted if the City can reasonably supply water and sewer services to the applicant for their proposed use. The applicant shall be required to supply necessary water rights or shares in accordance with NCC 21.12.020.
 - 3. Applicants shall connect to service lines needed to supply the use of an application and shall be responsible for all associated costs. a. If no utility lines are available or current utility lines and services are determined to be insufficient for the proposed use by the City Engineer, the applicant shall build or install the needed infrastructure before a business license or conditional use permit may be granted.
- D. Each Commercial building shall be built to the standards in Nibley City Design Standards for Commercial and Institutional Uses except for Remodeled Residential Units as stated within this chapter.
- E. All commercial buildings shall comply with fire code and are subject to inspection of the Fire Marshall before a business license or conditional use permit is granted. New commercial buildings shall also be inspected by the Fire Marshal before a certificate of occupancy can be given. All commercial buildings shall be subject to an annual inspection by the Fire Marshal, and any license, permit, or certificate issued for a building or use may be revoked for failure to comply with fire code.
- F. All site plans shall be approved by the City's Engineer and Public Works departments. All site plans shall comply with Nibley City Design Standards and all projects located in Commercial and Neighborhood Commercial Zone shall comply with Nibley City Design Standards for Commercial and Institutional Use.
- G. Residential Units Remodeled for Commercial Use:
- 1. Nibley City Design Standards for Commercial and Institutional Use facade treatments shall not apply to single family homes that have been remodeled for commercial use. Such homes may be referred to as "Remodeled Residential Units."
 - 2. Remodeled Residential Units must comply with landscaping, parking, fire code, the Americans with Disability Act (ADA) requirements, building permit requirements, inspections, site plan approvals, utility, roadway, and other required public improvements, and all other standards and requirements described within this title.

3. Any business taking place in a remodeled residential unit is considered a conditional use and shall obtain a conditional use permit prior to beginning operations, regardless of the use within the building. Any change in the business or use of the Remodeled Residential Unit shall require a new conditional use permit.
 4. The Commercial Use shall be the primary use of the building.
 5. The exceptions for Remodeled Residential Units shall only apply to buildings on lots which front collector or arterial streets, as defined by the Nibley City Master Streets Plan.
- H. The City may require the placement of fences or walls to enhance security and mitigate aesthetic or other impacts at facilities adjacent to residential areas.
 - I. In Commercial Zones, warehousing and storage may be allowed as part of business if it is attached to offices, retail, or other permitted or conditional use allowed within a Commercial Zone.
 - J. All Commercial developments shall comply with landscaping code within NCC 19.24.170.
 - K. All Commercial developments shall provide all improvements required by NCC 21.12 and this chapter.

HISTORY

Adopted by Ord. [21-03](#) on 2/25/2021

19.14.070 Neighborhood Commercial Zone C-N Requirements Published

A. Purpose

1. The neighborhood commercial zone C-N is established to provide areas in which the primary use of land is for commercial and service uses to:
 - a. Serve the daily convenience needs of the adjacent residential neighborhoods.
 - b. Provide economic stability.
 - c. Enhance property values.
 - d. Establish strategies for achieving good community design.
 - e. Stabilize areas/zones.
 - f. Reduce traffic congestion and promote walkable communities.
 - g. Promote the policies of the general plan.
2. This C-N zone shall be located in areas deemed appropriate and approved by the city council for services to the residents of the city. The zone will create a minimum of detriment, hazard, noise or inconvenience to surrounding residential development.
3. The C-N zone shall be characterized by harmonious grouping and architectural offset of building mass of commercial stores and shops which will be architecturally designed for,

and will function as, an integrated unit. Clean parking lots and attractive well maintained shops with appropriate landscaping will also be characteristic of this zone.

4. Lighting will be of low intensity, low profile and fully shielded to protect the surrounding residential areas. The architectural design and character will be compatible with that of the surrounding residential environment.
5. Heavy commercial uses within this zone have been excluded and are not permitted.

B. Permitted Uses: See NCC 19.20.

C. Conditional Uses:

1. Regular Conditional Uses: See NCC 19.20.
2. Temporary Accessory Uses: Temporary accessory uses and structures are permitted in the C-N zone, provided they are incidental to, and do not substantially alter the character of, the permitted use or structure. Such permitted accessory uses and structures include, but are not limited to, the following: Storage of materials used for construction of a building, including the contractor's temporary office, provided that such use is on the building site or immediately adjacent thereto and provided further that such shall be permitted only during construction period and thirty (30) days thereafter.
3. Use Limitations: All other uses not listed are not permitted.
4. Residential Units Remodeled for Commercial Use:
 - a. Nibley City Design Standards for Commercial and Institutional Use facade treatments shall not apply to single family homes that have been remodeled for commercial use. Such homes may be referred to as "Remodeled Residential Units."
 - b. Remodeled Residential Units must comply with landscaping, parking, fire code, the Americans with Disability Act (ADA) requirements, building permit requirements, inspections, site plan approvals, utility, roadway, and other required public improvements, and all other standards and requirements described within this title.
 - c. Any business taking place in a remodeled residential unit is considered a conditional use and shall obtain a conditional use permit prior to beginning operations, regardless of the use within the building. Any change in the business or use of the Remodeled Residential Unit shall require a new conditional use permit.

D. Lot Coverage: No building, structure, or group of buildings with their accessory buildings shall cover more than seventy percent (70%) of the lot or parcel.

E. Parking: Where possible, parking areas shall be located to the side or rear of building, On corner lots, parking shall be avoided on side yards contiguous to the street.

F. Building Size: The maximum size building footprint allowed shall not exceed a total of fifteen thousand (15,000) square feet.

G. Commercial Condominiums

1. Commercial Condominiums, shall be a permitted use in the Neighborhood Commercial zone, as set forth herein.
2. All shared or common properties, landscaping, parking lots, roadways, and other nonpublic amenities or improvements that serve the commercial condominium shall be maintained by an owners association, pursuant to duly adopted and recorded agreements.
3. If a development chooses to build condominiums, they must provide sufficient parking and landscaping for each unit, consistent with current City Commercial standards at the time of the rezone application.
4. Front, rear, and side setbacks shall be measured from the foundation walls of the building.
5. There shall be a maximum of five commercial condominium units per acre.

H. Off Street Parking, Loading, And Access:

1. The requirements of design standards for commercial and institutional uses and NCC 19.24.160, "Parking Requirements", shall apply.
2. The site shall be developed to provide for shared access.
3. The developer/owner of a neighborhood commercial development located along a state owned highway will cause the required traffic impact study to be performed in conformance with the requirements of the Utah Department of Transportation and provide to the city a valid copy of the UDOT letter of approval.
4. Applicants shall make any road updates, extensions, or expansions necessary to maintain adjacent roadways' LOS and to comply with Nibley City Design Standards. Site plans must comply with the Transportation and Trails Master Plan.

I. Signs: The requirements of design standards for commercial and institutional uses shall apply to this zone. Only monument signage will be allowed, and only in the twenty foot (20') front yard setback.

J. Fencing and Screening: Fencing and screening shall meet the requirements of design standards for commercial and institutional uses; NCC 19.22.010(E), "Fences and walls maximum height"; NCC 19.24.090, "Fence Regulations"; and NCC 19.24.170(C), "Commercial And Industrial Zones" (landscape requirements), shall be required of all fences and landscape screening in this zone.

K. Storage; Displays: All materials, supplies, merchandise, or other similar matter not on display for direct sale, rental or lease to the ultimate consumer or user, not able to be stored within the commercial structure shall be stored in a completely enclosed building.

L. Storage; Trash:

1. No trash, garbage, used materials or wrecked, inoperable or abandoned vehicles or equipment shall be stored in an open area. All such materials shall be kept in an enclosed building(s) or structure.
2. All structures built to accommodate the storage shall be constructed using a design compatible with the primary structure and meeting all the architectural design standards outlined in the design standards for commercial and institutional uses. Within a development of multiple structures, a common structure shall be constructed suitable for use by all tenants or businesses.

M. Development Standards and Improvements: The development standards of the C-N zone shall conform to design standards for commercial and institutional uses, including the completion of required off-site improvements as required by NCC 21.12 and this chapter.

N. Utilities

1. Prior to the issuance of a business license or conditional use permit, utility lines shall be updated to comply with water, sewer and stormwater master plans within the application property and adjacent rights-of-way.
2. A business license or conditional use permit shall only be granted if the City can reasonably supply water and sewer services to the applicant for their proposed use. The applicant shall be required to supply necessary water rights or shares in accordance with NCC 21.12.020.
3. Applicants shall connect to service lines needed to supply the use of an application and shall be responsible for all associated costs.
 - a. If no utility lines are available or current utility lines and services are determined to be insufficient for the proposed use by the City Engineer, the applicant shall build or install the needed infrastructure before a business license or conditional use permit may be granted.