



NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, February 1, 2024 – 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 Mansell)
2. Call to Order and Roll Call (Chair)
3. Approval of the December 14, 2023, and January 11, 2024, Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period¹ (Chair)
5. Planning Commission Report

6. **Discussion & Consideration:** Resolution 24-04—Addendum to the Nibley City Sewer Master Plan (First Reading)
7. **Discussion & Consideration:** Ordinance 24-01—Amending NCC 3.02.040, 17.06.050, 19.20, 19.22 and 19.24; Removing Owner Occupation Requirements for Accessory Dwelling Units and Two-Family Housing, Amending Impact Fee Provisions, Height Requirements and Other Provisions for Accessory Dwelling Units and Setback Requirements for Accessory Buildings (First Reading)
8. **Discussion & Consideration:** Awarding a Contract with Alta Planning & Design for the Nibley City Active Transportation Plan
9. **Discussion & Consideration:** Awarding a Contract with Landscape Structures, Inc. for Playground Equipment and Surfacing for the Ridgeline Park city park project
10. **Discussion & Consideration:** Awarding a Contract for Construction of Phase 1 of the Ridgeline Park city park project.
11. **Discussion:** 2900 South Roadway and Development Agreement with Visionary Homes
12. **Discussion:** Transfer of Development Rights—Procedure for Selling and Severing Development Rights of City Owned Property

13. 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

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2-1-24 Council Meeting Change Summary
(changes made to the agenda item report since 1-26-24)

- Item #8-Contract was added on 1-29-24.
- Item #13-Removed

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Agenda Item #6

Description	Discussion & Consideration: Resolution 24-04—Addendum to the Nibley City Sewer Master Plan (First Reading)
Presenter	Tom Dickinson, City Engineer
Planning Commission Recommendation	NA
Staff Recommendation	Move to approve Resolution 24-04—Addendum to the Nibley City Sewer Master Plan for first reading.
Reviewed By	Mayor, City Manager, City Engineer, Public Works

Background

The Nibley City sewer system was constructed in 2003. At that time many assumptions were made about the amount of flow that the sewer needed to be designed and built for. Since that time, every 5 to 7 years the City conducts a Master Plan update and undertakes a comprehensive review of the system to ensure that the system will function properly, and plan for upgrades that may be needed in the near and distant future. The Sewer Master Plan (SMP) was last updated was in 2021. There has been significant growth and added pressures to the sewer system since that time. Of particular concern is the southwest area of the city, which does not have any sewer service. There have been recent inquiries in the southwest area bringing questions about the City’s ability to service the area with sewer. This led staff to study the sewer in the southwest area of the city instead of waiting 3 to 5 more years for a Sewer Master Plan update.

Nibley City contracted with J-U-B Engineers Inc. (JUB) to conduct a sewer study in the southwest region of the city. This area is primarily unincorporated and will likely develop in the future. JUB was tasked with analyzing zoning and future land use plans for the area and to

forecast future demands that will be placed on the City's sewer collections system in the southwest portion of the city.

Consideration was given to the maximum extent that it would be possible to connect future gravity sewer from the southwest region of the city to the Hansen Sewer Lift station located at approximately 2300 South Heritage Drive. The study determined that the boundary of sewer that can be served by gravity is approximately 4400 South/2000 West. Development further west would require an additional sewer lift station.

The topography of the land and the Hyrum Slough at approximately 3100 South governed how deep the sewer line could be installed. A survey of the Slough was conducted to determine if a new sewer could be installed underneath, over, or through it. The slough was found to be too deep to cross underneath it. The study determined that it was most feasible to pipe the slough and to install the sewer above the pipe. The slough constrained the sewer as to the depth and location of sewer draining over the slough from the south.

To determine pipe sizes for the study area, JUB employed information from the Nibley City 2021 Sewer Master Plan and the Nibley City Future Land Use Plan (FLUP). Referencing the land uses noted in the FLUP, projected flow rates for each use were used from the Nibley City 2021 Sewer Master Plan and sewer pipe sizes were calculated to handle anticipated flows. An additional 800-gallons-per-minute (gpm) was added to design flows in hopes of providing capacity to the system to support a large industry on the south end one day. The additional 800 gpm resulted in an increase of one pipe size to the system plan.

Once the area that could be served by gravity to the existing lift station was determined, JUB looked at the feasibility of adding a new sewer lift station and where to place it. The study found that placement of another lift station at approximately 3300 South at Highway 89/9, could serve the City's southwest area east of the highway from approximately 2000 West/3300 South to 4400 South/Highway 89/91.

If adopted, the Nibley City Southwest Sewer Study will provide guidance on the location, size, and slope of sewer pipe to install to accommodate future planned growth in the southeast portion of the city and will provide a location and size of a potential sewer lift station to accommodate the westmost portion of the city to Highway 89/91. Although this study focuses on a specific area of the sewer system, consideration of downstream infrastructure is needed.

Staff recommends that City Council approve Resolution 24-04 adopting the study as an addendum to the Nibley 2021 Sewer Master Plan.

RESOLUTION 24-04

ADDENDUM TO THE NIBLEY CITY 2021 SEWER MASTER PLAN

WHEREAS, Utah law allows municipalities to create and plan for local infrastructure and utility needs; and

WHEREAS, large areas of land around Nibley City are unincorporated and will likely develop in the future; and

WHEREAS, Nibley City has established a sewer collection system for its residents; and

WHEREAS, Nibley City adopts Master Plans and Engineering Design Standards that govern and regulate subdivision, development, and construction of infrastructure; and

WHEREAS, Nibley City wishes to Amend the Nibley City 2021 Sewer Master Plan to plan for future growth within and around Nibley City.

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

1. The attached Memorandum; NIBLEY CITY SOUTHWEST SEWER STUDY, and associated maps, details, and plans dated November 29, 2023, is hereby adopted by reference as an addendum to the existing Nibley City 2021 Sewer Master Plan.

Dated this _____ day of _____, 2024

Larry Jacobsen, Mayor

ATTEST

Cheryl Bodily, City Recorder

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HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

MEMORANDUM

DATE: 11/29/2023
TO: Nibley City Tom Dickinson, PE
CC:
FROM: Marcus Simons, PE
SUBJECT: Nibley Southwest Sewer Study

Nibley City contracted with J-U-B Engineers Inc. to conduct a sewer study in a specific area of the City that would provide additional detail and potentially supplement the 2021 Sewer Master Plan. The study area is shown in the attached figure C-101 and is described as the southwest portion of the City.

The main objective of the study was to investigate and plan in more detail the needed sewer collection system to serve the study area. See attached figure C-101 for the proposed collection system layout and plan.

The tasks of the study were to consider the feasibility to connect to the existing sewer system at Heritage Dr and 2960 S and determine, if feasible, how much area south of the connection could be served with a gravity system and which areas would need to be served by a lift station. The deciding factor in the feasibility to connect to the existing sewer system, was the ability to cross the "slough" at the north end of the study area.

J-U-B completed a topo survey of the slough in the proposed crossing location to supplement the Nibley City 2013 Lidar surface data. Based on the additional survey data it was determined that a gravity sewer line would not be able to go under the slough. However, there was potential for the sewer line to go over the slough provided there was a culvert installed to carry the slough flows. A conceptual profile showing the crossing is shown on sheet C-106 (attached).

J-U-B also conducted a survey of an existing 60 inch culvert crossing in the slough upstream at 3200 S. This was done to roughly calculate the maximum flow rate that can come through the existing culvert and flow down the slough to the proposed future culvert at the future sewer crossing.. The capacity of the existing culvert was calculated to be around 80 cubic feet per

second (cfs). The future culvert at the proposed sewer crossing needs to pass at least as much flow as the existing upstream culvert. The proposed sewer crossing elevation limited the ability to match the existing 60 inch culvert because there is not enough vertical distance between the slough and the proposed sewer pipe, so other configurations had to be considered to match the flow rate. Two configurations were evaluated:

- 1) multiple corrugated metal pipes
- 2) concrete box culvert.

The height of either option was limited to 3 feet. Limiting to this height allows for at least a foot of separation from the top of the culvert to the bottom of the sewer line. For this study the box culvert size of 3' H x 6' W is the minimum size that would be needed for the 80 cfs flow rate (see sheet C-102 for calculations).

The next step in the process was to preliminarily layout a gravity sewer system and determine what areas could be served. This was accomplished by using Autodesk Civil 3D design software and the Nibley 2013 Lidar ground surface data. Several design parameters, established by City staff were used in the preliminarily layout. 1. Depth of sewer main 10'-15' 2. Minimum depth of minor sewer 4' 3. Manhole spacing 400'.

A main gravity line (Gravity Line A) was projected southward along what would be a future 1900 W. This route represents a gravity line pushed the furthest west and works with the slough crossing parameters. Minor lines (not shown) were then projected east and west from the main line to determine which area could be served by the main line. Sheet C-101 shows the results of the layout and areas served by gravity line A. The next step was to determine the sewer main line size based on projected flow rates from future land use areas.

Future land use areas were defined by the current (2023) Nibley future land use map (see sheet C-101). The 2021 Nibley City Sewer master plan update defined the flow rates based on the land use. Those flow rates were used in this study. If a flow rate for an area was not identified in the master plan then city staff provided a flow rate. Table 1 on Sheet C-102 shows the 12 divisions of area, type, acres, units per acre and the resultant peak flow in gallons per minute (gpm) from each area. These flow rates and areas were used to size the main line along with some additional point load flow rates as noted on Sheet C-101.

The area west of the service area of line A would need to flow to a lift station. The area that the lift station could be placed is shown on C-101.



J-U-B ENGINEERS, INC.



THE LANGDON GROUP



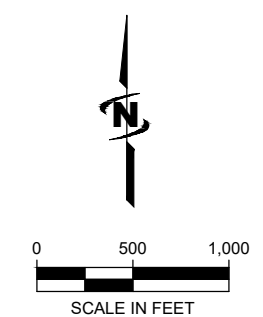
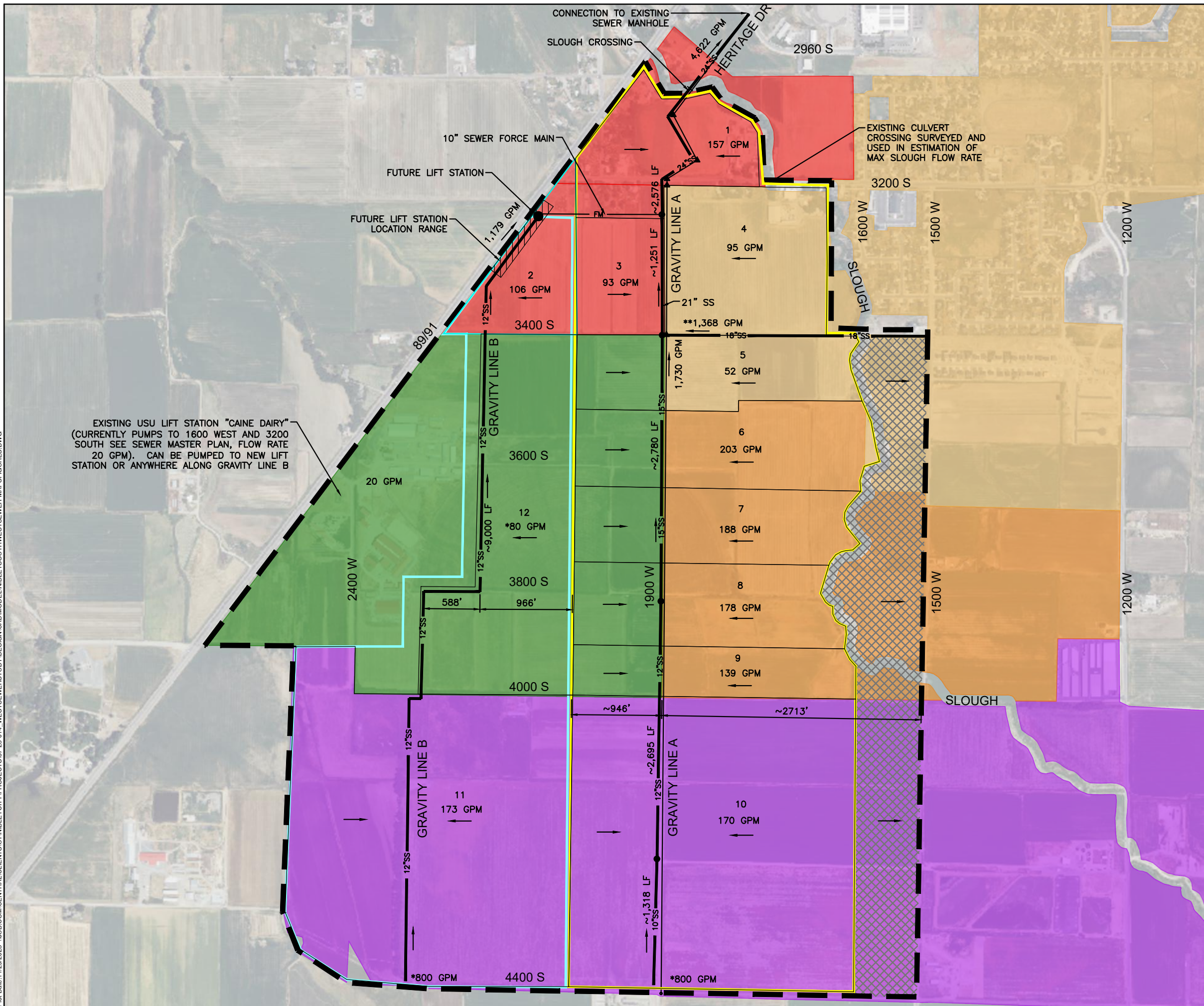
GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

The same process in establishing gravity line A was used to locate and size gravity line B. Gravity line B will require a lift station at the end to pump flows east to gravity line A. Part of this study is to provide a preliminary lift station sizing and opinion of probable cost (OPC) to construct the station and the force main. The preliminary sizing and OPC are attached.

Although this study focuses on a specific area of the system, consideration of downstream infrastructure is needed. The 2021 Sewer Master Plan identifies these downstream improvements as the city grows.

Plot Date: 11/29/2023 \\JUB.COM\CENTRAL\Clients\UTM\Bible\CITY\PROJECTS\57-23-014_WESTSEWERSTUDY\DESIGN\CAD\MODEL\NIBLEY\SOUTHWESTSEWER-MAPS\FIGURES.DWG



LEGEND

- STUDY AREA BOUNDARY
- SERVICE BOUNDARY FOR GRAVITY LINE A
- SERVICE BOUNDARY FOR GRAVITY LINE B
- AREAS FOR FLOW CALCULATIONS (1-12)
- SANITARY SEWER
- SEWER FORCE MAIN
- FUTURE LIFT STATION LOCATION RANGE
- AREA TO BE SERVED BY FUTURE 1500 WEST SEWER LINE

NIBLEY FUTURE LAND USE AREAS AS OF 2023 (GPM PER UNIT BASED ON 2021 SEWER MASTER PLAN)

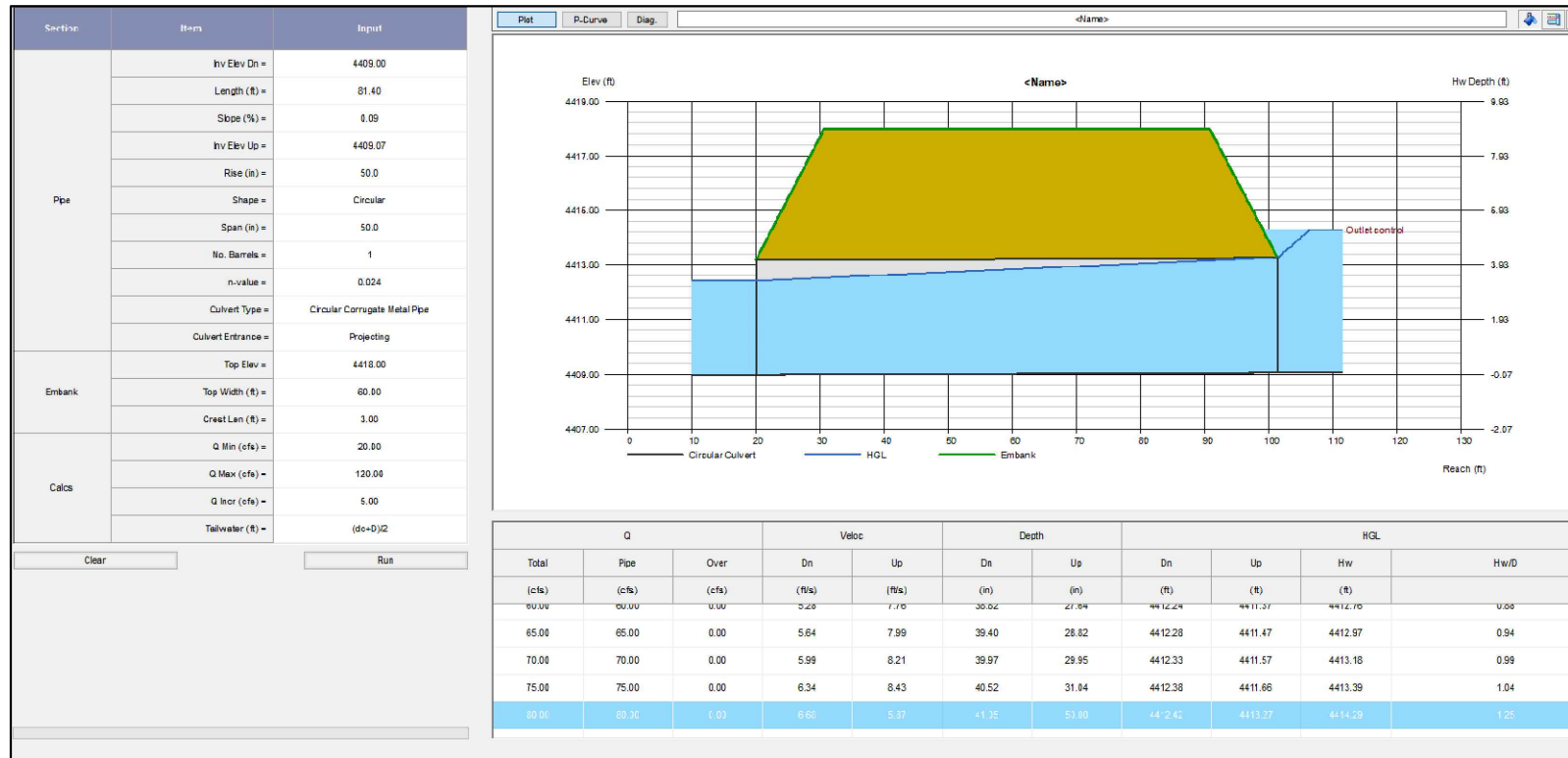
- COMMERCIAL - 10 UNITS PER ACRE (0.36 GPM PER UNIT)
- MEDIUM DENSITY RESIDENTIAL - 4 UNITS PER ACRE (0.36 GPM PER UNIT)
- COMMERCIAL & MEDIUM TO HIGH DENSITY RESIDENTIAL - 10 UNITS PER ACRE (0.36 GPM PER UNIT)
- INDUSTRIAL (0.82 GPM PER ACRE)
- AGRICULTURE (0 GPM PER ACRE)

NOTES

*800 GPM - POINT LOAD ADDED BY CITY STAFF ABOVE FLOWS CALCULATED BY LANDUSE AND AREA.

**1368 GPM - THIS IS A POINT LOAD TO GRAVITY LINE A. IT IS THE FLOW THAT IS DIVERTED OFF OF 1500 WEST PER THE 2021 SEWER MASTER PLAN.

EXISTING CULVERT CROSSING FLOW
(3200 S AND SLOUGH)



FOR STUDY PURPOSES CALCULATIONS WERE DONE USING HYDROFLOW EXPRESS BY AUTODESK

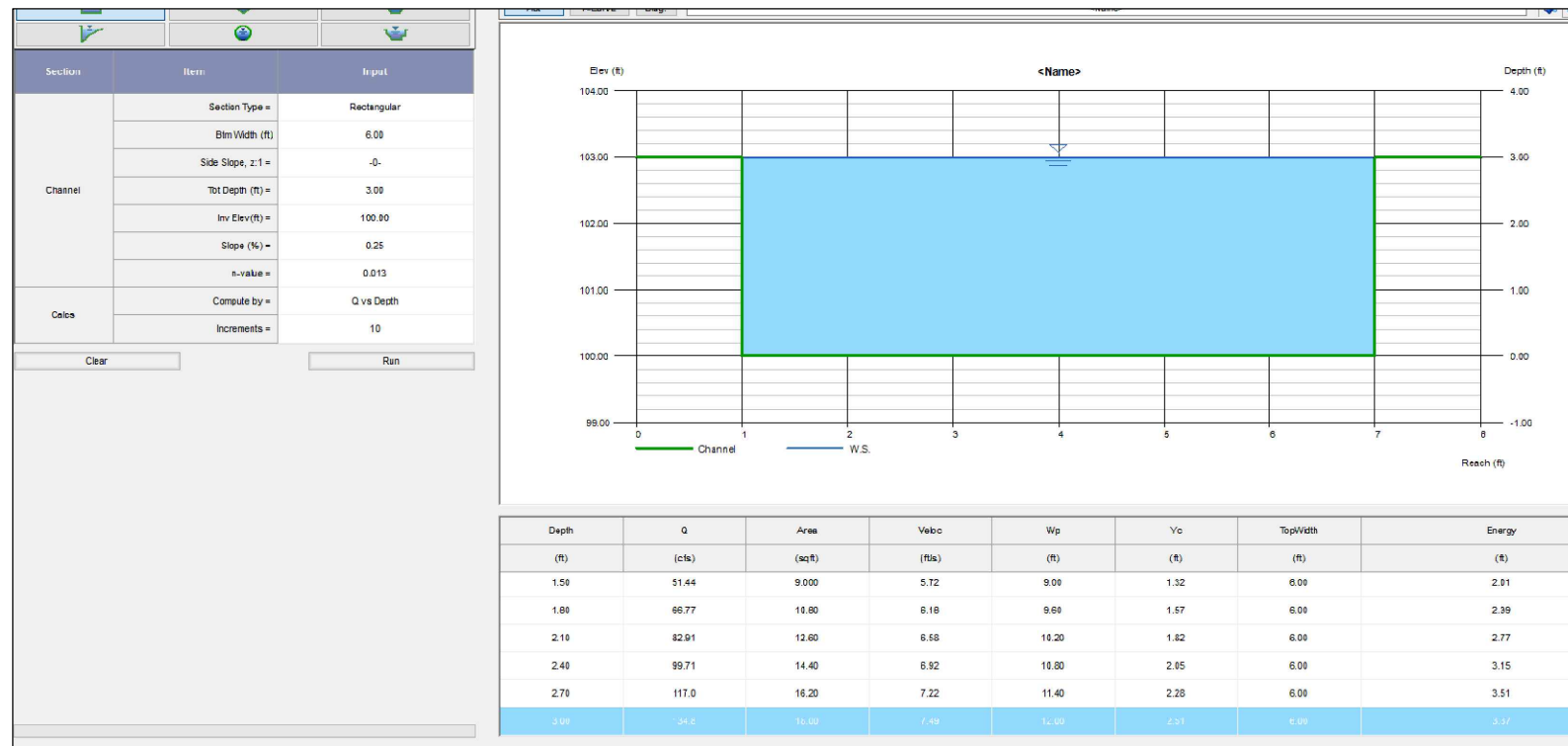
60" DIA CMP PIPE MAX FLOW RATE 80 CFS

TABLE 1: AREA FLOW RATE TABLE

AREA	**TYPE	SF	Acres	Units Per Acre	Units	Flow Per Unit	GPM
1	Commerical	1896957	44	10	435	0.36	157
2	Commerical	1286745	30	10	295	0.36	106
3	Commerical	1121485	26	10	257	0.36	93
4	Residencital	2877091	66	4	264	0.36	95
5	Residencital	1565895	36	4	144	0.36	52
6	Commerical and Medium to High Residential	2458228	56	10	564	0.36	203
7	Commerical and Medium to High Residential	2274585	52	10	522	0.36	188
8	Commerical and Medium to High Residential	2158374	50	10	495	0.36	178
9	Commerical and Medium to High Residential	1682363	39	10	386	0.36	139
Area	Type	SF	Acres			Flow Rate Per Acre	GPM
10	Industrial	9022018	207			0.82	170
11	Industrial	9182105	211			0.82	173
12	*Agricultural	4264897	98			0.82	80

** BASED NIBLEY CITY FUTURE LANDUSE MAP AS OF 2023

BOX CULVERT SIZING



FOR STUDY PURPOSES CALCULATIONS WERE DONE USING HYDROFLOW EXPRESS BY AUTODESK

3'X6' BOX CULVERT MAX FLOW RATE 134 CFS
DEPTH AT 80 CFS 2' (67% FULL)

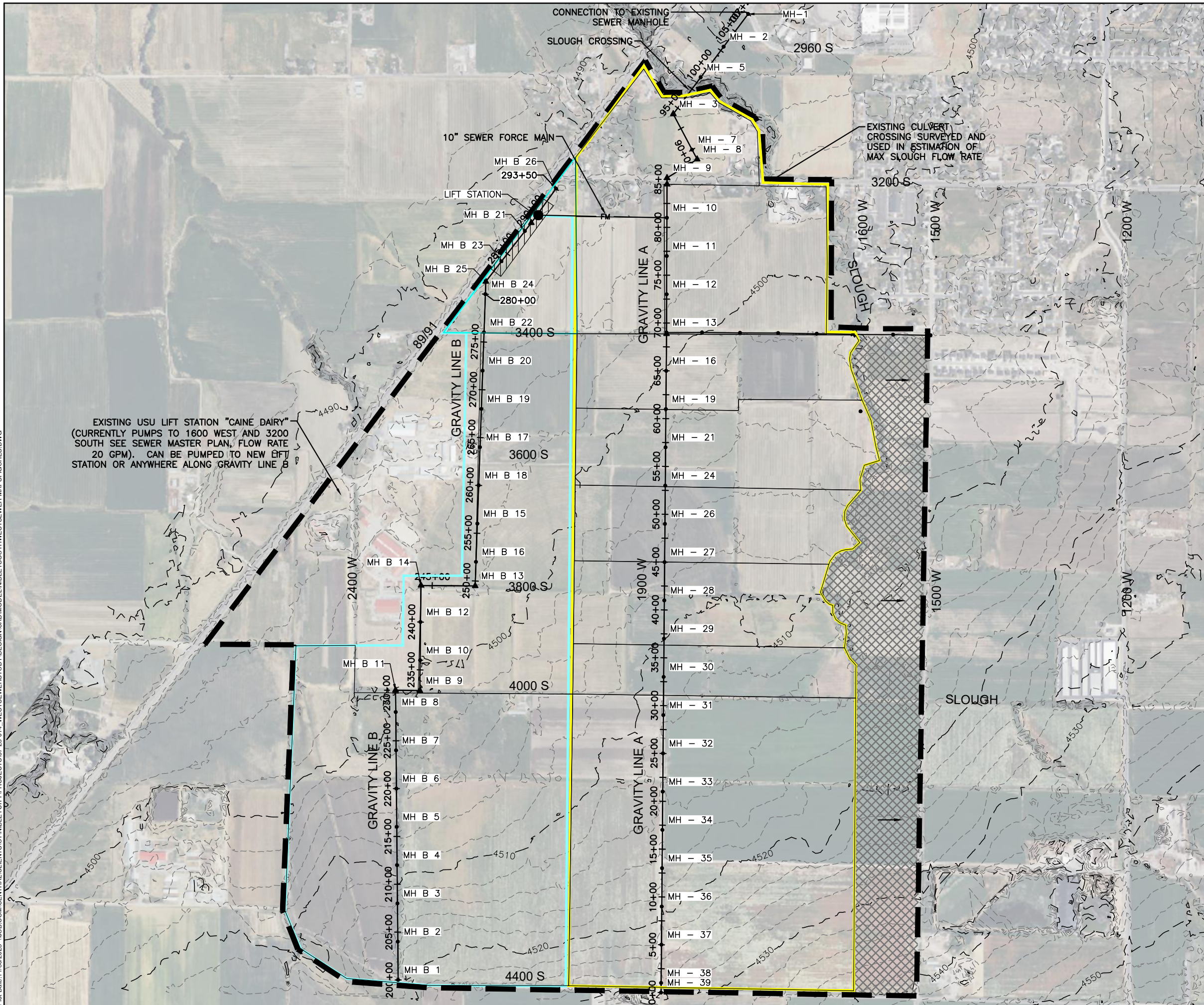
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LAST UPDATED: 11/29/2023

SHEET NUMBER:

C-102

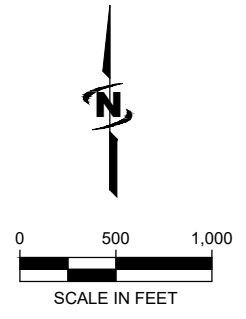
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EXISTING USU LIFT STATION "CAINE DAIRY" (CURRENTLY PUMPS TO 1600 WEST AND 3200 SOUTH SEE SEWER MASTER PLAN, FLOW RATE 20 GPM). CAN BE PUMPED TO NEW LIFT STATION OR ANYWHERE ALONG GRAVITY LINE B

CONNECTION TO EXISTING SEWER MANHOLE
SLOUGH CROSSING

EXISTING CULVERT CROSSING SURVEYED AND USED IN ESTIMATION OF MAX SLOUGH FLOW RATE

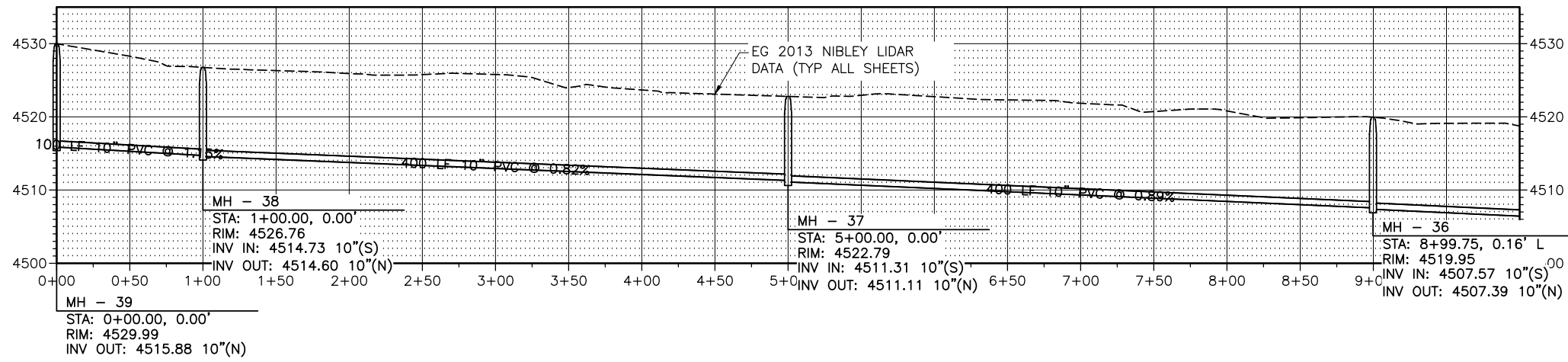


LEGEND

- STUDY AREA BOUNDARY
- SERVICE BOUNDARY FOR GRAVITY LINE A
- SERVICE BOUNDARY FOR GRAVITY LINE B
- AREAS FOR FLOW CALCULATIONS (1-12)
- SANITARY SEWER
- SEWER FORCE MAIN
- FUTURE LIFT STATION LOCATION RANGE
- AREA TO BE SERVED BY FUTURE 1500 WEST SEWER LINE
- SEWER MANHOLE

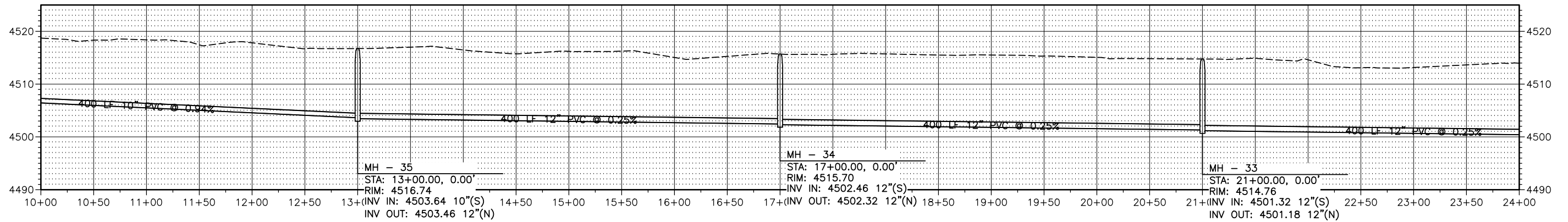
NOTE:
1. PIPES, MANHOLES AND ELEVATIONS SHOWN ARE FOR CONCEPTUAL STUDY PURPOSES ONLY, AND ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES. TYPICAL ALL SHEETS.

GRAVITY LINE A PROFILE 0+00 TO 10+00

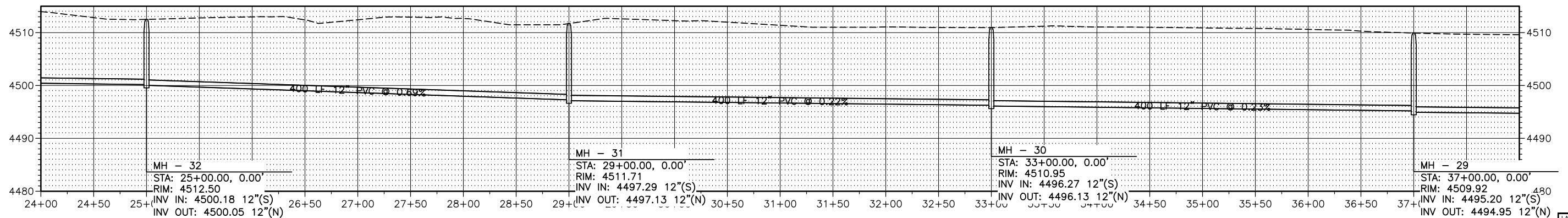


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GRAVITY LINE A PROFILE 10+00 TO 24+00



GRAVITY LINE A PROFILE 24+00 TO 38+00



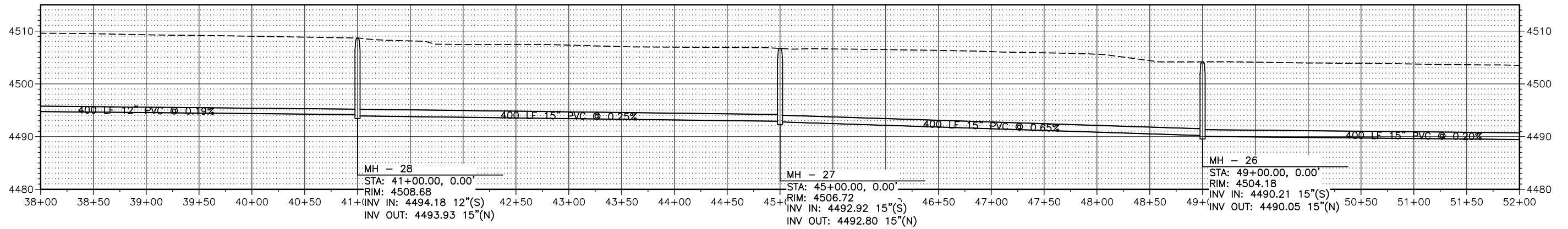
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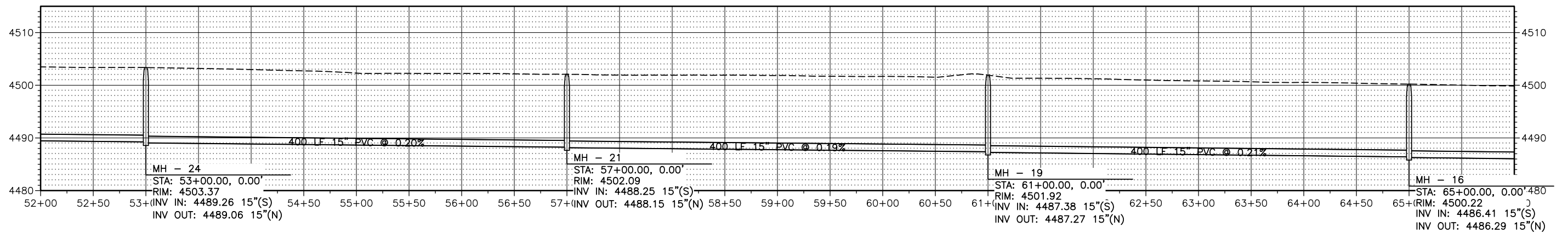
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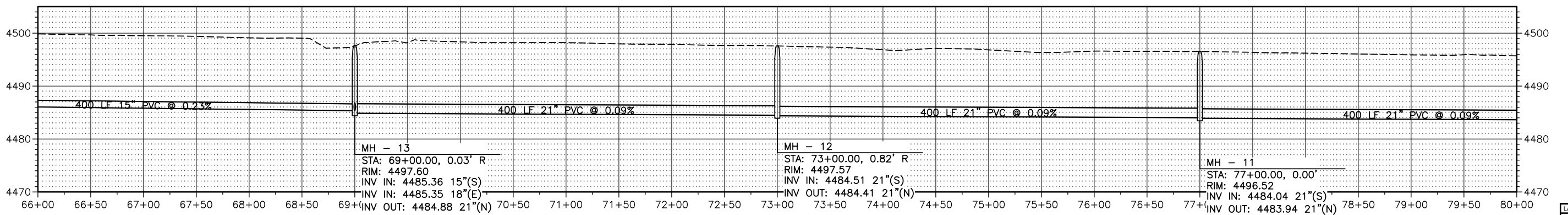
GRAVITY LINE A PROFILE
38+00 TO 52+00



GRAVITY LINE A PROFILE
52+00 TO 66+00



GRAVITY LINE A PROFILE
66+00 TO 80+00



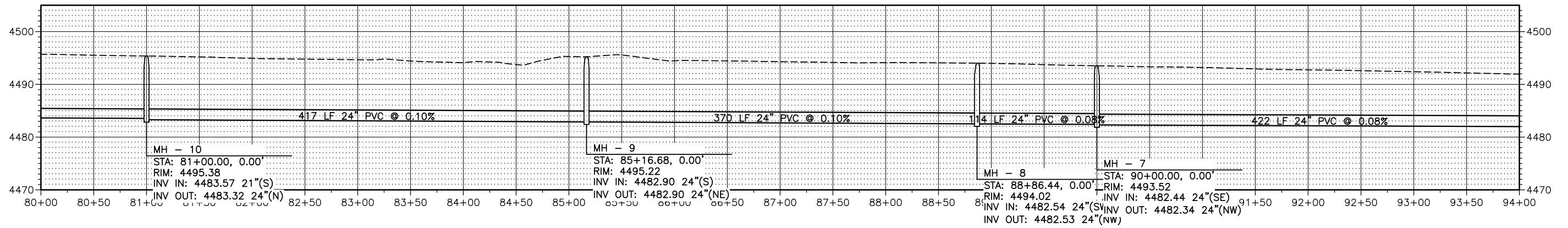
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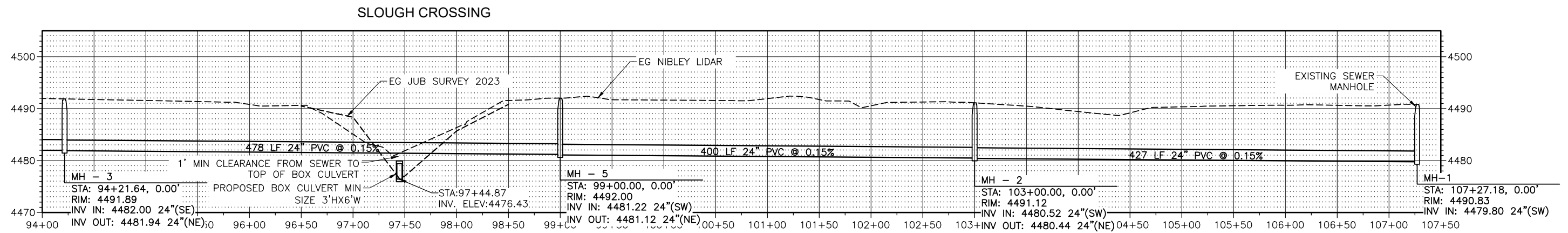
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C-105

GRAVITY LINE A PROFILE
80+00 TO 94+00



GRAVITY LINE A PROFILE
94+00 TO 107+50



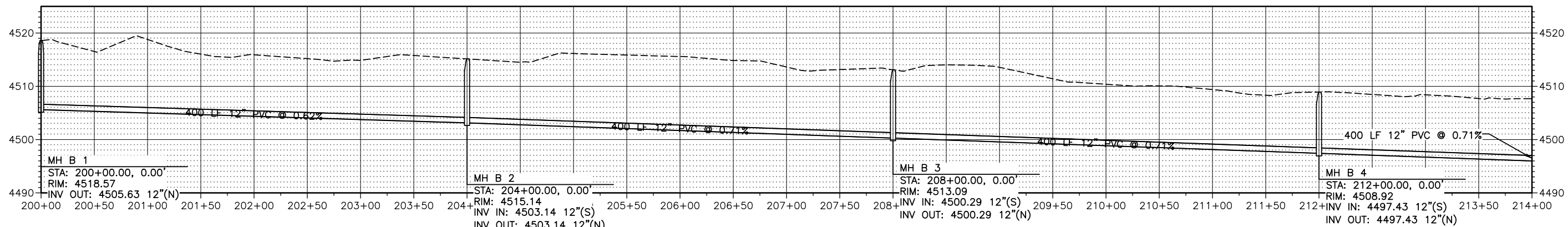
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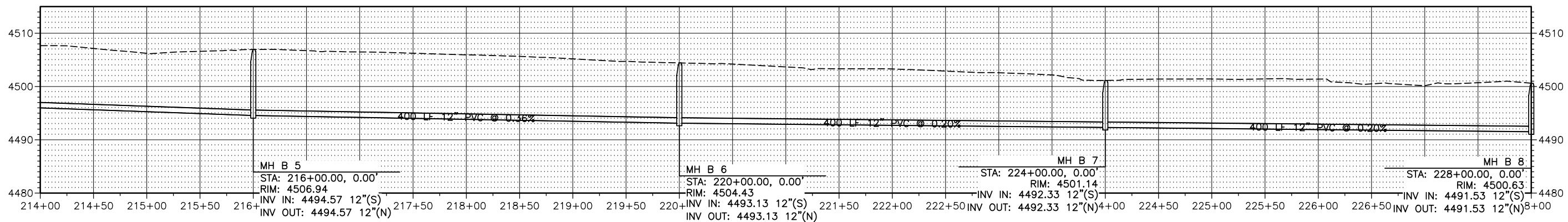
C-106

GRAVITY LINE B PROFILE
200+00 TO 214+00

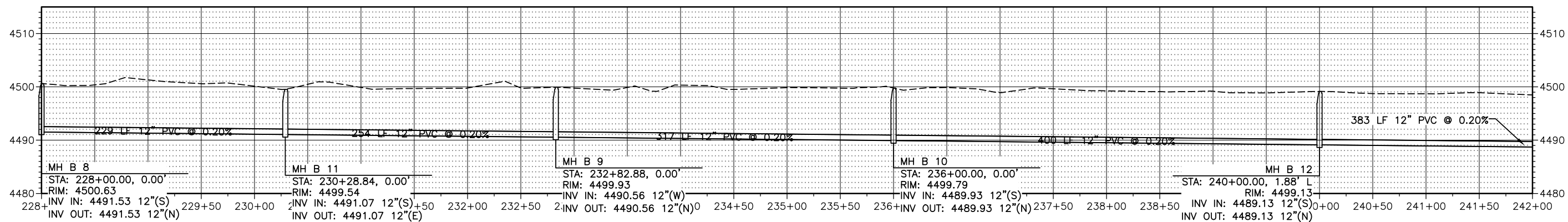


- NOTE:
- PIPES, MANHOLES AND ELEVATIONS SHOWN ARE FOR CONCEPTUAL STUDY PURPOSES ONLY, AND ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES. TYPICAL ALL SHEETS.
 - MANHOLE ELEVATIONS DO NOT SHOW A 0.1' DROP THROUGH THE MANHOLE. THE 0.20% SLOPE ON THE 12" PIPE ACCOUNTS FOR THE 0.1' DROP THROUGH THE MANHOLES. WHERE 12" PIPE IS SHOWN AT 0.20% IT SHOULD BE CONSTRUCTED AT MIN UTAH SLOPE OF 0.194%.

GRAVITY LINE B PROFILE
214+00 TO 228+00



GRAVITY LINE B PROFILE
228+00 TO 242+00

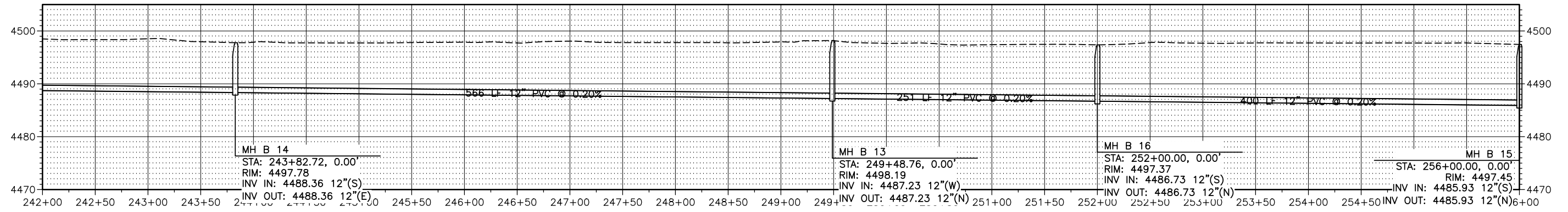


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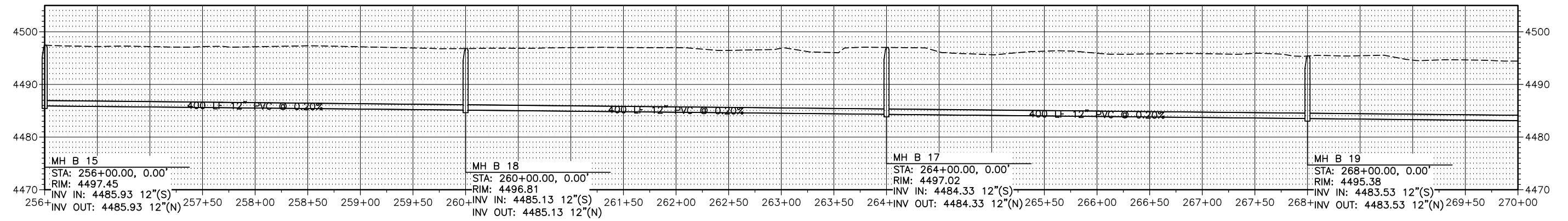
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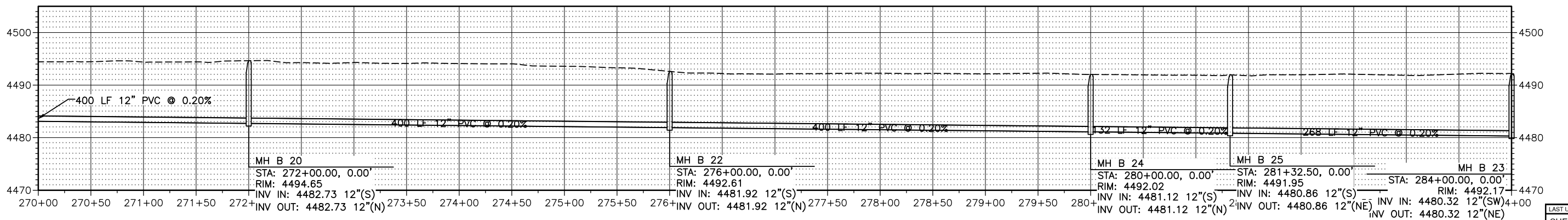
GRAVITY LINE B PROFILE
242+00 TO 256+00



GRAVITY LINE B PROFILE
256+00 TO 270+00



GRAVITY LINE B PROFILE
270+00 TO 284+00

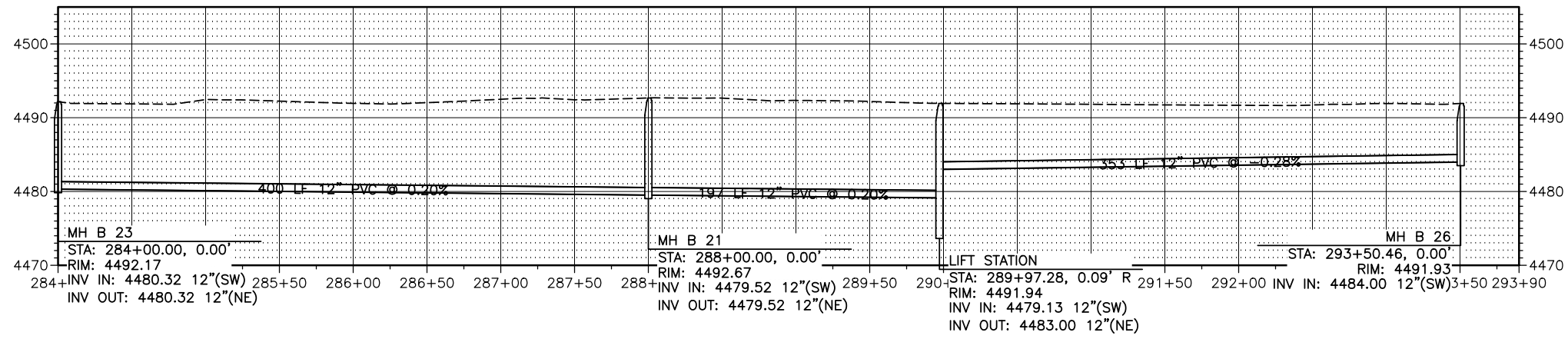


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LAST UPDATED: 11/29/2023
SHEET NUMBER:

C-108

GRAVITY LINE B PROFILE
284+00 TO 293+90



Lift Station Calculations

Nibley Southwest Sewer Lift Station Preliminary Sizing Calcs

Nibley Southwest Sewer Study

Estimated Service Area & Population

Service Area	Dwelling Units (DU)	Density (People/DU)	Estiamted Population
Nibley 1	1208	3.5	4,228
USU Farms	1	50	50
Total	1209		4,278

Flow Rate Calculations

Flow Rates

Flow Rates	Flow Rates	Units	Comments
Service Population	4,278	people (p)	Based on Service Area
Average Daily Flow	120	gal/capita/day	Per Ten States Standards, 2004
Average Daily Flow	513,360	gal/day	
Average Daily Flow	357	gpm	
Maximum Daily Flow	717	gpm	$\text{Avg Daily Flow} * (PF = 6.330xp^{(-0.231)})+1.094$
Peak Hour Flow	1,179	gpm	$\text{Avg Daily Flow} * (18+P^{0.5})/(4+P^{0.5})$

Lift Station Calculations

Operating Elevations		Comments
Approximate Ground Surface Elevation	4491.94	See Topographic Survey
Wet Well Access Cover Elevation	4492.94	12" Above Ground Surface Elevation
Top of Valve Vault Piping	4485.94	Wet Well Access Cover minus 7 feet (6' cover)
Incoming Sewer Invert Elevation	4479.14	See Collection System Design
Lead Pump "On" Elevation	4477.79	Incoming Sewer Invert Minus Emergency Volume Depth
Lag Pump "On" Elevation	4478.29	6" Above Lead Pump "On" Elevation
High Water Alarm Elevation	4478.79	6" Above Lag Pump "On" Elevation
Pump "Off" Elevation	4473.79	Lag Pump "On" Elevation Minus Operating Depth
Low Level Alarm Elevation	4473.29	6" below Pump "Off" Elevation
Wet Well Floor Elevation	4471.79	18" below Low Level Alarm Elevation
Wet Well Pump Elevation (approximate)	4472.29	
Pressure Line Discharge Elevation	4490.38	
Total Wet Well Depth	21.15	Height from Floor to top of lid
Total Elevation Head	18.09	Elevation from Pump to Discharge Point

Lift Station Calculations

Wet Well Design	Units	Comments
Wet Well Diameter or Equivalent for Volume	15 feet	Enter Desired Wet Well Diameter
Wet Well Operating Range	4 feet	Enter Desired Operating Range
Operating Wet Well Volume	707 cu-ft	Wet Well Could be rectangular to provide equivalent volume
Operating Wet Well Volume	5,285 gal	
Time to Fill Wet Well @ Average Daily Flow	14.8 min	Based on Incoming Flow Only (T<30 min.)
Estimated Pump Capacity	1179 gpm	
Time to Empty Wet Well @ Avg Daily Flow	6.4 min	Based on Estimated Pumping Capacity
Total Time to Fill & Empty Wet Well @ Avg Daily Flow	21.3 min	
DEQ Wet Well Volume Check	6,264 gal	Vmin = (1/4)*Min Cycle Time*Pump Capacity <i>Desired Value is Zero</i>
<i>Volume Check Differential</i>	<i>-979 gal</i>	
Additional Emergency Design Volume		
Minutes of Emergency Storage @ Average Daily Flow	5 min	Above "Pump On" Elevation
Emergency Storage Volume Required	1,783 gal	Above "Pump On" Elevation
Emergency Storage Volume Required	238 cu-ft	Above "Pump On" Elevation
Emergency Storage Height	1.3 ft	Above "Pump On" Elevation Based on Wet Well Diameter

Lift Station Calculations

Force Main Design

Pipe Design	Units	Comments
Pipe Material	PVC	AWWA C900, SDR-26 (160)
Nominal Force Main Diameter	10 inches	Enter Desired Force Main Diameter
Force Main Inside Diameter	10.24 inches	Source - PW Pipe PVC spec sheet
Estimated Pump Capacity	1179 gpm	
Estimated Pump Capacity	2.63 cfs	
Force Main Velocity	4.6 fps	

Fittings/Minor Losses

Type	Number of Fittings	Unit Equivalent Length	Total
90 deg Bend	2	9.8	19.6 feet
45 deg Bend	0	5.7	0 feet
Globe Check Valve	1	90	90 feet
Air Release Valve	1	5	5 feet
Gate Valve	1	8.2	8.2 feet
Total Equivalent Length			122.8 feet

Head Loss Calculations

Hazen Williams Coefficient	120	unitless
Nominal Pipe Length	1,364	feet
Equivalent Pipe Length	122.8	feet
Total Equivalent Length		1,487 feet

Total Friction Head Loss

12.92 feet

Hazen Williams (HL = 3.02LD^{-1.167}(V/Ch)^{1.85})*

Lift Station Calculations

Wet Well Pump Design	Units	Comments
Elevation Head	18.09 feet	Discharge to Pump Elevations From Force Main Design
Friction Head	12.92 feet	
Total Dynamic Head	31.01 feet	
Estimated Design Flow	1179 gpm	
Pump Characteristics		
Pump Efficiency	0.65	
Motor Efficiency	0.92	
<hr/>		
Water Horsepower	9.23	
Brake Horsepower	14.21	
Motor Horsepower	15.44 Hp	Possibly to go to a triplex system using 2 pumps now and adding a third later. This could reduce the initial size of the pumps to 7 to 8 Hp/ 600gpm each. In a triplex system the entire flow needs to be pump given one pump out of service.
Electrical Power Required	11.52 kW	
Pump Cycles Per Day	67.76	
Pump Run Time	7.26 Hours/day	
Electrical Usage Per Day	83.59 kW-hr	
Cost Per kW	\$ 0.14	
Electrical Cost Per Day	\$ 11.70	
Electrical Cost Per Month	\$ 362.79	
Electrical Cost Per Year	\$ 4,271.51	



OPINION OF PROBABLE COST

Client: Nibley City
Project: Nibley Southwest Sewer Study - Lift Station
Project No.: 57-20-032
Date: November 28, 2023

Nibley Southwest Sewer Study - Lift Station

Item #	Description	Unit	Estimated Quantity	Unit Price	Total	
General					Subtotal	\$ 106,800
1	Mobilization	LS	1	\$ 80,000	\$ 80,000	
2	Traffic Control	LS	1	\$ 5,000	\$ 5,000	
3	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$ 5,000	\$ 5,000	
4	Site Clearing & Grubbing	LS	1	\$ 12,000	\$ 12,000	
5	Pothole Utility	EA	6	\$ 800	\$ 4,800	
Utilities					Subtotal	\$ 746,400
6	10" Force Main and Fittings	LF	1,364	\$ 100	\$ 136,400	
7	15' Diameter Wet Well	EA	1	\$ 120,000	\$ 120,000	
8	Diesel Backup Generator	EA	1	\$ 100,000	\$ 100,000	
9	Pumps and Controls	LS	1	\$ 60,000	\$ 60,000	
10	Excavation and Dewatering	LS	1	\$ 75,000	\$ 75,000	
11	Valve Vault	EA	1	\$ 40,000	\$ 40,000	
12	Access	LS	1	\$ 28,000	\$ 28,000	
13	Power Service	LS	1	\$ 75,000	\$ 75,000	
14	Dewatering	LS	1	\$ 50,000	\$ 50,000	
15	Air Vac	EA	1	\$ 20,000	\$ 20,000	
16	Tie into Dishcharge Strucuture	LS	1	\$ 12,000	\$ 12,000	
17	Site Improvements	LS	1	\$ 30,000	\$ 30,000	
Construction Subtotal					\$ 853,200	
Construction Contingency		% Subtotal		25%	\$ 213,300	
Construction Total					\$ 1,066,500	
Soft Costs		% Construction Total		15%	\$ 159,975	
Land Acquisition		Acre	1	\$ 80,000	\$ 80,000	
Project Total					\$ 1,306,475	

Agenda Item #7

Description	Discussion & Consideration: Ordinance 24-01—Amending NCC 3.02.040, 17.06.050, 19.20, 19.22 and 19.24; Removing Owner Occupation Requirements for Accessory Dwelling Units and Two-Family Housing, Amending Impact Fee Provisions, Height Requirements and Other Provisions for Accessory Dwelling Units and Setback Requirements for Accessory Buildings (First Reading)
Presenter	Levi Roberts, Planner
Planning Commission Recommendation	Approval of Ordinance 24-01—Amending NCC 3.02.040, 17.06.050, 19.20, 19.22 and 19.24; Removing Owner Occupation Requirements for Accessory Dwelling Units and Two-Family Housing, Amending Impact Fee Provisions, Height Requirements and Other Provisions for Accessory Dwelling Units and Setback Requirements for Accessory Buildings with the amendment of striking 19.24.50(c)(9), regarding separate meters and hookups.
Staff Recommendation	Approval of Ordinance 24-01—Amending NCC 3.02.040, 17.06.050, 19.20, 19.22 and 19.24; Removing Owner Occupation Requirements for Accessory Dwelling Units and Two-Family Housing, Amending Impact Fee Provisions, Height Requirements and Other Provisions for Accessory Dwelling Units and Setback Requirements for Accessory Buildings with the findings noted below for first reading.
Reviewed By	Mayor, City Manager, City Planner, City Attorney, Planning Commission

Background

During a December 21 workshop, the Planning Commission discussed potential amendments to the ADU ordinance that may encourage increased provision of ADUs. Strategy 1 of the Nibley City Moderate Income Housing Plan is to ‘Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.’ Specific Action items for this strategy include the following:

- *Track number of ADUs that are built (ongoing)*
- *Research barriers to building ADUs (Late 2023)*
- *Consider amendments to ADU ordinance based upon research findings (Early 2024)*

In December 2020, Nibley City adopted an Accessory Dwelling Unit Ordinance, which allows external ADUs throughout Nibley City. Internal or attached ADUs are also permitted, but considered ‘two-family housing’ and regulated as such. Since the adoption of this ordinance, there have been five (5) permitted external ADUs and nine (9) internal or attached ADUs. The adopted ordinance has been reviewed and adjusted over time. Restrictions within the ordinance and other factors remain potential barriers to building ADUs.

Specific restrictions within the ordinance that the Planning Commission discussed which may limit the provision of new ADUs include the following:

- (D)(2) Owner Occupation. The property shall be owner occupied except for bona fide temporary absences.
- (D)(5) Parking: Off-street parking for two vehicles, shall be provided for use by the tenants of the accessory dwelling unit. This parking shall be provided in addition to the required parking for the primary dwelling unit and shall not obstruct access to the parking of the primary dwelling unit and shall be located behind the front plane of the primary dwelling. Parking surfaces shall be constructed of a hard surface, such as concrete or asphalt, or gravel.
- (D)(6) One Accessory Dwelling Unit: Only one accessory dwelling unit shall be allowed for each single-family dwelling. Accessory dwelling units are not allowed on lots that contain a two-family dwelling.
- (D)(9) Installation of separate water and sewer meters for accessory dwelling units shall be prohibited.
- (D)(11) Impact Fees: Accessory dwelling units shall be subject to impact fees as set forth in the latest associated Impact Fee Ordinance adjustment.
 - a. Owners may petition the City for a rebate of impact fees for accessory dwelling units which provide rent that is considered affordable, as described below. The maximum rebate amount shall be set at 33 1/3% annually of the total collected impact fee for a period of three (3) years. City Staff shall determine if documentation of rent collected is acceptable. If documentation is not provided within 30 days of each anniversary of the issuance of the certificate of occupancy, the rebate shall be forfeited for that year. The rebate shall be non-transferrable.
 - 1) The unit’s rent is considered affordable to a household of four (4) earning 50% of the area median income of the Logan, UT-ID

Metropolitan Statistical Area (MSA), according to income limits set by the US Department of Housing and Urban Development (HUD) for a period of three (3) years.

The rent limit shall be set using the following calculation: HUD annual 4-person 50% AMI Income Limit * 0.3 (30 %) – \$150 (for utility expenses)

- (E)(1) Accessory dwelling units shall have the following requirements:
 - a. Shall have the minimum floor area of 300 sq. ft. and a maximum floor area of 1,200 sq. ft.
 - b. Detached accessory dwelling units shall follow the sizing and setback requirements for other accessory buildings as listed in NCC 19.24. For new one-story detached accessory dwelling unit structures, a minimum rear and side setback of 10 feet is required. For new two-story detached accessory dwelling unit structures, a minimum rear yard setback of 20 feet and side yard setback of 10 feet is required.
 - c. Detached accessory dwelling units shall not be permitted on lots smaller than 12,000 sq. ft.
 - d. The total square footage of all detached accessory dwelling units shall not occupy more than twenty five percent (25%) of the rear yard.
 - e. Detached accessory dwelling units shall be limited to two stories and shall not exceed the height of the primary single-family dwelling.

Each of the provisions noted above were enacted to abate potential impacts of an ADU. However, requirements that are overly restrictive create barriers to increasing the supply of affordable housing within the City. Based upon feedback obtained from the Planning Commission, which considered the potential barriers that the regulations cause, the following adjustments are recommended.

1. Remove owner occupation requirement. The purpose of this provision is to ensure onsite management. However, there currently is no requirement for owner occupation in other housing within the City. Removing this provision will allow for landlords who currently own a single-family home to build an ADU on investment properties, thus potentially increasing the supply of affordable rental housing. For consistency, this requirement is also recommended to be lifted for two family housing.
2. Lift the regulation on ADUs being limited to be no taller than the primary dwelling. This has proved to be a limiting factor for landowners wishing to build an ADU above a detached garage or those wishing to build a two-story ADU when the primary dwelling is a single story home. Instead, the proposed ordinance limits ADUs to 30' in height.
3. Lower the required impact fee to 50% of the rate of a multi-family dwelling. The justification for lowering this rate comes from the fact that the square footage of

ADUs is restricted to lower than 1,200 square feet and are expected to house fewer occupants than other housing units. In addition, they are not allowed to install separate water or sewer meters. This would lower the overall cost of ADUs, potentially making them more affordable to low and moderate income households.

In addition to those provisions noted above, the proposed ordinance includes the following:

- Clarification that garage, shop or other space outside of living area is not counted toward floor area limitation.
- Change front setback regulation for accessory buildings to clarify that they cannot be built within front setback area, but do not necessarily need to be located behind the principal building.
- Clarify the nomenclature of permits to zoning clearance permit (rather than accessory building permit) and building permit to appropriately differentiate each permit.

Recommended Findings

1. The proposed ordinance is in support of Strategy 1 of the Nibley City Moderate Income Housing Plan is to 'Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.'
2. Removing the owner occupation requirement for lots with accessory dwelling units or two-family housing has the potential of increasing the supply of affordable rental units within the City in support of the City's moderate income housing plan.
3. A height requirement of 30' for accessory dwelling units will provide for options to construct a wider variety of designs for accessory dwelling units, while still ensuring that new construction is not overly intrusive on the surrounding neighborhood.
4. Because the square footage of accessory dwelling units is limited, it is anticipated that the impact of such units may be lower than other housing units.
5. Removing the requirement that an accessory building must be behind the primary building allows for more efficient use of properties with varying lay-outs such as large setbacks, while ensuring that consistency of front setbacks of the primary building remain.

ORDINANCE 24-01

AMENDING NCC 3.02.040, 17.06.050, 19.20, 19.22 AND 19.24; REMOVING OWNER OCCUPATION REQUIREMENTS FOR ACCESSORY DWELLING UNITS AND TWO-FAMILY HOUSING, AMENDING IMPACT FEE PROVISIONS, HEIGHT REQUIREMENTS AND OTHER PROVISIONS FOR ACCESSORY DWELLING UNITS AND SETBACK REQUIREMENTS FOR ACCESSORY BUILDINGS

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

WHEREAS, Strategy 1 of the Nibley City Moderate Income Housing Plan is to ‘Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.’; and

WHEREAS, Removing the owner occupation requirement for lots with accessory dwelling units or two-family housing has the potential of increasing the supply of affordable rental units within the City in support of the City’s moderate income housing plan; and

WHEREAS, A height requirement of 30’ for accessory dwelling units will provide for options to construct a wider variety of designs for accessory dwelling units, while still ensuring that new construction is not overly intrusive on the surrounding neighborhood; and

WHEREAS, by limiting the the square footage of accessory dwelling units, it is anticipated that the impact of such units may be lower than other housing units.

WHEREAS, Removing the requirement that an accessory building must be behind the primary building allows for more efficient use of properties with varying lay-outs such as large setbacks, while ensuring that consistency of front setbacks of the primary building remain.

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

1. The proposed amendments to NCC 3.02.040, 17.06.050, 19.20.020, 19.22.010 and 19.24.060 and 19.24.250 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 1st DAY OF February, 2024.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

3.02.040 Powers And Duties

In accordance with provisions of the Utah land use development and management act, Utah Code § 10-9a-302, the following are the powers and duties of the Nibley City planning commission:

- A. The planning commission shall be the land use authority that:
 1. Recommends a general plan and amendments to the city council;
 2. Recommends to the city council, zoning ordinances and maps, and amendments to zoning ordinances and maps;
 3. Administers provisions of the zoning ordinance;
 4. Recommends subdivision regulations and amendments thereto to the city council;
 5. Recommends approval or denial of subdivision applications to the city council;
 6. Assists with the creation of an appeal authority for the city of Nibley;
 7. Conducts such public hearings as are required by law or as deemed necessary;
 8. Hears and decides any matters that the city council designates, including the approval or denial of conditional use permits and review of nonconforming uses and structures; and
 9. Advises on matters as the city council directs and hears, or decides any matters as authorized by state law.
- B. The planning commission may designate by resolution, that Nibley City staff be the land use authority on the following land use applications:
 1. Conditional use permits for home occupations;
 2. Accessory building zoning clearance permits; and
 3. All other routine land use requests. Should staff or any other land use authority so designated determine that an issue needs review and approval of the planning commission, they may refer the matter back to the commission for further investigation prior to approval or denial.
- C. The planning commission shall also protect the right of each:
 1. Applicant and third party to require formal consideration of any application by a land use authority;
 2. Applicant, adversely affected party, or municipal officer or employee to appeal a land use authority's decision to a separate appeal authority; and
 3. Participant to be heard in each public hearing on a contested application.

17.06.050 Impact Fee Imposed

- Impact fees are hereby imposed as a condition of and unless otherwise provided and approved by the City Council, shall be paid prior to the issuance of a building permit by Nibley City for any development activity which creates additional demand and need for public facilities or makes demands on the roadways, streets, park, culinary water and sanitary sewers in Nibley City's system. The fees imposed are as follows:

1. Facilities Impact Fee

Parks Impact Fee	\$9,003.00 per single-family unit' \$6,613.00 per multi-family unit
Sanitary Sewer Impact Fee	\$1,425.00 (1-inch meter) \$1,189.00 (multi-family unit per door) \$4,629.00 (2-inch meter) \$8,685.00 (3-inch meter) \$12,478.00 (4-inch meter) (Based on the size of the culinary water meter).
Culinary Water Impact Fee	\$3,363.00 (1-inch meter) \$2,757.00 (multi-family unit per door) \$10,733.00 (2-inch meter) \$20,137.00 (3-inch meter) \$33,658.004 (4-inch meter) (Based on the size of the culinary water meter).

2. Transportation Impact Fee

	ASSESSMENT	ITE CODE	TRIPS GENERATED	ADJUSTMENT FACTOR	ADJ.
Residential Single-Family	Per Unit	210	9.44	-	
Residential Multi-Family	Per Unit	220	7.32	-	
Mobile Home	Per Unit	240	5.00	-	
Shopping Center	Per 1,000 sf	820	37.75	34%	
Office	Per 1,000 sf	712	16.19	-	
Light Industrial	Per 1,000 sf	110	4.96	-	

Warehouse	Per 1,000 sf	150	1.74	-	
Institutional	Per 1,000 sf	Average*	15.18	-	
Hotel	Per 1,000 sf	310	8.36	-	
Food/Fast Food**	Per 1,000 sf	Average*	299.43	60%	
Gas Station/Conv	Per 1,000 sf	945	1,440.02	66%	

*Institutional trip statistics based on an average of ITE Categories 520, 522, and 530.

**Food/Fast Food based on an average of ITE Categories 930, 932, and 934.

B. Impact Fees for Other Forms of Development. Other forms of development not readily related to those of the above chart shall be subject to an impact fee calculated by the City Manager using the formulas in the Analysis and the trip generation data from the same source as used in the Analysis.

19.22.010 Space Requirements Chart

		A	R-E	R-1	R-1A	R-2	R-2A	C	C-N	I
A.	Minimum lot area	5 acres	2 acres	1 acre	3/4 acre	1/2 acre	12,000 sq. ft. (10) See note 9	--	1/4 acre	--
	Minimum lot width ¹	200	200	200	150	100	100	--	100	--
B.	Setback principal building									
	Front yard	30(35) ³	30(35) ³	30(35) ³	30(35) ³	30(35) ³	30(35) ³	20	20	50
	Side yard, interior	15 ³	15	10	10	10	10	0(10) ³ (30) ¹¹	10(20*) ¹¹	0(50) ⁴
	Side yard, street	25(35) ³	25(35) ³	25(35) ³	25(35) ³	25(35) ³	25(35) ³	20	20	25(35) ³

	to setback line									
	Rear yard	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8
	Side yard	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8	7(8)8
	Corner lots	See NCC 19.24.090(B)								

Notes:

1. Minimum lot width is measured at setback line..
2. All measurements are in feet unless otherwise specified.
3. Greater distance required where yard faces arterial road.
4. Greater distance required where property line is adjacent to residential zone or residential dwelling unit.
5. Lesser distance allowed where accessory building is at least 10 feet behind the rear of main building and not less than 10 feet from any dwelling unit on adjacent property.
6. Greater distance required where rear yard faces side yard of adjacent property.
7. Principal use is defined as a dwelling unit in R-E, R-1 and R-2.
8. 8 foot height allowed for a transparent fence, e.g., chainlink, as defined in NCC 19.24.090.
9. The average lot size for the entire subdivision phase and portion thereof shall average at least fourteen thousand (14,000) sq. ft.
10. Greater maximum height allowed if building is at a minimum of 300' from a residential zone.
11. When abutting a residential zone or existing residential dwelling unit, minimum setback is 30 feet for commercial zones and 20 feet for neighborhood commercial zones. The minimum setback shall be increased one additional foot for every additional one foot in height of the building in a commercial zone.
12. Limited to two stories
13. Accessory buildings greater than 15 feet in height shall have 10 feet minimum side yard, interior or rear yard setback.
14. Greater distance required when accessory dwelling unit is two (2) stories.
15. Greater height allowed for lots which have a legal acreage of 0.75 acre or greater.

19.24.060 Accessory Buildings

16. Definitions: For the purpose of this section, the following will be used as definitions:
 1. ACCESSORY BUILDINGS: An "accessory building" for both residential and nonresidential development is defined as a building that:
 1. Is detached from the principal building, and
 2. Is clearly a supplementary use to the principal building, and

3. Is not intended for human habitation.

Examples include storage buildings, residential greenhouses, detached garages, etc. Attached accessory buildings must comply with all setbacks and zoning regulations of the principal structure.

2. ACCESSORY STRUCTURES: A structure that does not provide shelter from the elements. Examples include swimming pools and pool screening and decking, barbecue pits, decks, etc. Not included in this definition and not regulated by this section are driveways, fences, walls, birdbaths, decorative ponds, and at grade patios.
 3. DETACHED GARAGE/CARPORT/STRUCTURE: Any garage or structure that is not attached as defined in 19.04.010 shall be considered detached and an accessory building and shall be subject to the provisions of this section:
17. General Requirements:
1. A zoning clearance permit and a building permit is required for accessory buildings greater than one hundred twenty (120) square feet in industrial, commercial or neighborhood commercial zone; or two hundred (200) square feet in a residential zone. A permit may be required for accessory buildings under the size stated above if improvements of the structure require further review from Nibley City Building Inspector as stated in the adopted building code. Accessory building in excess of 15' in height must obtain a building permit.
 2. All accessory buildings, regardless of size, shall comply with all the setback requirements found in NCC 19.22.010. Setbacks shall be measured from the roof footprint or outermost section of the building, including any roof overhangs, porches or other features of the building. In no case shall any portion of the building be located within 1 ft of an adjacent lot.
 3. The total square footage of all accessory buildings shall not occupy more than twenty five percent (25%) of the rear yard.
 4. Accessory buildings must be anchored to a concrete slab, or other methods approved by the building inspector.
 5. Accessory buildings shall not be built within the minimum front yard setback area of the principal building.
 6. No accessory building or use shall be constructed or developed on a lot prior to construction of the principal building.
18. Size Restrictions: In order to preserve the residential character, the following shall serve as size restrictions on accessory buildings located in residential zones in Nibley City. Height restrictions are governed by NCC 19.22.

Lot Size	Maximum Square Footage
0 - 14,000 square feet	1,000
0.33 - 0.49 acre	1,200
0.5 - 0.74 acre	1,500
0.75 - 0.99 acre	3,000
1.0 - 1.99 acre	5,000
2.0 acres and above	No Limit

19. Use Regulations: The following uses are prohibited in accessory buildings:

1. Living space, except for permitted Accessory Dwelling Units governed by Section 19.24.250.
2. Hazardous chemical storage.

20. Supplemental Regulations:

1. Carports: Detached or attached carports shall be located in either the side or rear yard. An attached carport is considered part of the building it is attached to and must comply with all setbacks and other zoning regulations applicable to the property that apply to the building the carport is attached to. Detached carports must comply with all setbacks and other zoning regulations for accessory buildings of the zoning district of the property. Accessory Structures: All accessory structures (i.e., structures that do not offer shelter from the weather such as barbecue pits, decks, swimming pools, residential doghouses, etc.) are required to comply with the location criteria and setback regulations as identified for accessory buildings.
2. Prohibited Accessory Buildings And Structures: The following accessory buildings and structures are prohibited in all zones:
 1. Tents (when used longer than a 2 week period unless approved by the planning commission).
 2. Trailers and mobile homes (when used as an accessory building).
3. Nonconforming Uses: All other accessory buildings and structures not in compliance at the time of the adoption hereof are hereby vested or

grandfathered and notwithstanding the nonconforming chapter of this title may be allowed to continue to exist.

19.24.250 Accessory Dwelling Unit Standards

A. Purpose

1. This chapter establishes approval criteria and outlines processing procedures for accessory dwelling units.
2. The purpose of this chapter is to provide opportunities to develop affordable moderate-income housing by allowing accessory dwelling units in zoning districts specified in this title, to establish the conditions under which accessory dwelling units are regulated under this chapter, and to set forth criteria and standards to be required of accessory dwelling units when this chapter is applicable.

B. Accessory Dwelling Unit Approval Required

1. All Accessory Dwelling Units shall comply with the standards and provisions of this title. Accessory dwelling units that existed prior to the adoption of this ordinance, that have not received formal approval, shall be considered illegal until approved in compliance with these provisions, and the City may deny any land use or building approval requested by an owner of property that has an illegal accessory dwelling unit.

C. Application

1. Persons shall make application for an accessory dwelling unit on forms prepared by Nibley City. No accessory dwelling unit application shall be processed without the submission of the application, all supporting materials as required by this chapter, and the processing fee. Incomplete applications shall not be processed under any circumstances.
2. Supporting Materials. The accessory dwelling unit application shall be submitted with the materials listed herein.
 - a. Floor Plan: A floor plan of the accessory dwelling unit shall be provided.
 - b. Parking Plans: A parking plan shall be submitted showing the location of dedicated off-street parking for the accessory dwelling unit and the primary residence.
 - c. Fire Extinguisher(s): Evidence of a fire extinguisher in the accessory dwelling unit shall be provided.
 - d. Fee: The processing fee as required by the consolidated fee schedule as approved by the City council shall be paid in full.
3. A building permit is required for all new or remodeled accessory dwelling units.
4. A certificate of occupancy is required prior to occupancy of any accessory dwelling unit to ensure compliance with fire, building and health codes.

5. Notification must be sent to abutting property owners with an opportunity to comment to Nibley City Staff within a period of fourteen (14) days from the date of notification.

D. Approval Criteria

1. Proposed accessory dwelling units in compliance with the following criteria to ensure the health and safety of occupants.
2. Fire, building, and health codes. The design and size of the accessory dwelling unit shall conform to all applicable standards in the fire, building, and health codes. All necessary permits shall indicate the area to be designated for accessory dwelling unit use.
3. Separate addresses and mailboxes shall be placed on all accessory dwelling units regulated by this chapter as required for public safety purposes.
4. Parking: Off-street parking for two vehicles, shall be provided for use by the tenants of the accessory dwelling unit. This parking shall be provided in addition to the required parking for the primary dwelling unit and shall not obstruct access to the parking of the primary dwelling unit and shall be located behind the front plane of the primary dwelling. Parking surfaces shall be constructed of a hard surface, such as concrete or asphalt, or gravel.
5. One Accessory Dwelling Unit: Only one accessory dwelling unit shall be allowed for each single-family dwelling. Accessory dwelling units are not allowed on lots that contain a two-family dwelling.
6. No accessory dwelling unit shall be built on a registered wetland or flood plain.
7. The use of an accessory dwelling unit shall be limited to residential uses. With the exception of a home occupation, no commercial or industrial uses are permitted within an accessory dwelling unit.
8. Accessory dwelling units shall be charged the base rate for water and sewer usage in accordance with the Nibley City Fee Schedule.
9. Impact Fees: Accessory dwelling units shall be subject to 50% of the impact fee of a multi-family dwelling unit as set forth in the latest associated Impact Fee Ordinance adjustment.
 - a. Owners may petition the City for a rebate of impact fees for accessory dwelling units which provide rent that is considered affordable, as described below. The maximum rebate amount shall be set at 33 1/3% annually of the total collected impact fee for a period of three (3) years. City Staff shall determine if documentation of rent collected is acceptable. If documentation is not provided within 30 days of each anniversary of the issuance of the certificate of occupancy, the rebate shall be forfeited for that year. The rebate shall be non-transferrable.
 - 1) The unit's rent is considered affordable to a household of four (4) earning 50% of the area median income of the Logan, UT-ID Metropolitan Statistical Area (MSA), according to income limits set by the US Department of Housing and Urban Development (HUD) for a period of three (3) years.

The rent limit shall be set using the following calculation: HUD annual 4-person 50% AMI Income Limit * 0.3 (30 %) – \$150 (for utility expenses)

E. Size, Height and Zoning

1. Accessory dwelling units shall have the following requirements:
 - a. Shall have the minimum floor area of 300 sq. ft. and a maximum floor area of 1,200 sq. ft. Garage, shop or other space not associated with the living area shall not be counted toward these limits.
 - b. Detached accessory dwelling units shall follow the sizing and setback requirements as listed in NCC 19.22.
 - c. Detached accessory dwelling units shall not be permitted on lots smaller than 12,000 sq. ft.
 - d. The total square footage of all detached accessory dwelling units shall not occupy more than twenty five percent (25%) of the rear yard.

F. Noncompliance

1. Owners of the property where the accessory dwelling unit use has been approved shall be responsible for their property’s compliance with the city’s ordinances and conditions of approval. Owners who fail to maintain or violate the city’s ordinances regulating accessory dwelling unit use or conditions upon which approval was contingent may have the permit revoked. Notice of violation shall be given to the owner of the residence containing the accessory apartment use providing 14 days to correct a violation before the permit is revoked. Persons aggrieved by the revocation of their permit may use the appeal process to have their grievances heard.

19.20.020 Land Use Chart

Nibley City Land Use Chart

Key

P:	Permitted Use
NP:	Not Permitted Use
C:	Conditional use
A:	Agriculture Zone
R-E:	Rural Estate Zone

Housing, Multi-Family	NP	NP	NP	NP	NP	NP	P	NP	
Housing, Two-Family	P	P	P	P	P	P	P	NP	
Temporary Office/Model Home	P	P	P	P	P	P	P	NP	
Accessory Dwelling Unit ³	P	P	P	P	P	P	P	NP	
Use	A	R-E	R-1	R-1A	R-2	R-2A	R-M	P/S	
Agricultural/Animal									
Ag Implement Sales and Service	C	NP	NP	NP	NP	NP	NP	NP	
Agricultural Production	P	P	P	P	P	P	P	P	
Animal Crematorium	NP	NP	NP	NP	NP	NP	NP	NP	
Arboretum/Nature Center	C	C	C	C	C	C	C	C	
Farmers' Market	C	C	C	C	NP	NP	C	C	
Floral Shop	C	C	C	C	NP	NP	P	NP	
Garden Center/Nursery	C	C	NP	NP	NP	NP	NP	NP	
Pet Services	NP	NP	NP	NP	NP	NP	NP	NP	
Veterinary Clinic, Large Animal	C	NP	NP	NP	NP	NP	C	NP	
Veterinary Clinic, Small Animal	C	NP	NP	NP	NP	NP	C	NP	
Use	A	R-E	R-1	R-1A	R-2	R-2A	R-M	P/S	

Public, Institutional, and Civic Uses									
Bus/Transit Terminal	NP	NP	NP	NP	NP	NP	C	P	
Cemetery	C	C	C	C	C	C	C	C	
Church/Places of Worship	C	C	C	C	C	C	C	C	
Club/Service Organization/Lodge	NP	NP	NP	NP	NP	NP	C	C	
College/University	C	NP	NP	NP	NP	NP	C	P	
Government Services	C	NP	NP	NP	NP	NP	P	P	
Hospital	NP	NP	NP	NP	NP	NP	C	NP	
Public Park	P	P	P	P	P	P	P	P	
Private Park	P	P	P	P	P	P	P	P	
Utility Substation	C	C	C	C	C	C	C	C	
School	C	C	C	C	C	C	C	P	
Use	A	R-E	R-1	R-1A	R-2	R-2A	R-M	P/S	
Commercial									
Auditorium	NP	NP	NP	NP	NP	NP	C	P	
Bail Bonds/Pawnbroker	NP	NP	NP	NP	NP	NP	NP	NP	
Bakery	NP	NP	NP	NP	NP	NP	P	NP	
Banks/Financial Institutions	NP	NP	NP	NP	NP	NP	P	NP	

Manufacturing, Industrial	NP	NP	NP	NP	NP	NP	NP	NP	I
Manufacturing, Light	NP	NP	NP	NP	NP	NP	NP	NP	
Mineral Extraction	NP	NP	NP	NP	NP	NP	NP	NP	I
Pest Control	NP	NP	NP	NP	NP	NP	NP	NP	I
Recycling Collection Facility	NP	NP	NP	NP	NP	NP	NP	NP	I
Sign Shop	NP	NP	NP	NP	NP	NP	NP	NP	I
Sports Facilities	NP	NP	NP	NP	NP	NP	C	C	
Storage Facility	NP	NP	NP	NP	NP	NP	NP	NP	I
Warehousing	NP	NP	NP	NP	NP	NP	NP	NP	I
Warehousing, Residential Storage	NP	NP	NP	NP	NP	NP	NP	NP	I
Welding/Machine Shop	NP	NP	NP	NP	NP	NP	NP	NP	I

Notes

1. Group living facilities are governed by NCC 19.42
2. Any land use not listed is not permitted
3. Accessory dwelling units are governed by NCC 19.24.250
4. Short-term rental housing is governed by NCC 19.24.260
5. Housing is only allowed within the Town Center Area as described in NCC 19.32.030(B), in Neighborhood Commercial and Commercial areas within a mixed-use residential/commercial project, as described in NCC 19.20.030.

Agenda Item #8

Description	Discussion & Consideration: Awarding a Contract with Alta Planning & Design for the Nibley City Active Transportation Plan
Presenter	Levi Roberts, City Planner
Staff Recommendation	Move to Award a Contract for the Nibley City Active Transportation Plan to Alta Planning & Design
Reviewed By	Mayor, City Manager, City Planner, selection committee

Background

Nibley City has budgeted and is planning to develop an Active Transportation Plan in the coming months. The plan will identify a network of facilities, both on and off street, to provide for safe, convenient, comfortable connections to both existing and future neighborhoods that promotes healthy living and improves recreational opportunities. This plan will provide a project plan list, timeline, and budget, as well as recommended guidelines to implement appropriate facilities through the development process as the City grows. Staff recently published a Request for Proposals (RFP) to assist with the development of the Active Transportation Plan. A total of two (2) consultant teams submitted proposals, which were reviewed by a selection committee made up of the following individuals:

- Levi Roberts, City Planner
- Tom Dickinson, City Engineer
- Steve Eliason, Public Works Director
- Larry Jacobsen, Mayor
- Erin Mann, City Council
- Landis Wender, Cache County Trails Coordinator

The Committee reviewed and scored the proposals according to the following scoring criteria, which was published in the RFP:

1. Experience: (20 points) Firms will be evaluated according to their current and past experience and the individuals assigned to this project. The experience will cover current and past efforts and their quality in creating Active Transportation Plans and other related projects.

2. Qualifications of Staff Assigned: (20 points) The professional qualifications and time availability of the staff assigned to manage and conduct the study will be reviewed.
3. Approach: (30 points) The proposal will be reviewed for completeness, organization, innovation, adherence to the described scope, additional duties added to the scope, and soundness of the technical procedure to the project.
4. Project Management: (20 points) A statement of schedule and significant milestones will be reviewed along with the experience and reliability in performing and managing similar work in past projects.
5. Project Value: (10 points): A score on the value of the project, based upon proposed scope of work, personnel hours and rates will be assessed. The City reserves the right to choose a lower scoring proposal to meet Nibley City budget requirements for the project. The proposed cost should not exceed \$47,000.

Based upon this scoring criteria, the following is an average of scores for each consulting firm that submitted:

Firm, Average Score

Alta Planning & Design, 93.5

Township & Range, 82.9

The selection team recommends awarding the contract to Alta Planning & Design. This firm exhibited exceptional expertise in developing Active Transportation Plans and similar related projects and there was consensus among consultant team members that they are the most equipped to assist with this effort. The proposed contract has been reviewed and approved by Rob Patterson, Nibley City Attorney and is included in the meeting packet.

**NIBLEY CITY, UTAH
CONTRACT FOR PROFESSIONAL SERVICES**

Nibley City Active Transportation Plan

THIS CONTRACT (The "Contract") is made and entered into effective as of the ____ day of _____, 2024 (the "Effective Date"), by and between Nibley City, Utah, a Utah municipal corporation ("City"), and Alta Planning & Design, a **Utah corporation** ("Vendor").

On December 1, 2023, City issued the Nibley City Parks, Recreation & Open Space Master Plan REQUEST FOR PROPOSALS (the "Solicitation") for professional services (the "Services"). Vendor submitted a proposal or bid dated December 22, 2023 (the "Proposal") and was selected to provide the Services. This Contract, together with the Contract Documents described herein, is the "Resultant Contract" contemplated in the Solicitation. The City and the Vendor are sometimes referred to in the Resultant Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS**: This Contract consists of the totality of all of the following documents, which collectively are referred to as the "Contract Documents," which by this reference are incorporated herein:
 - A. This signed Contract for Professional Services;
 - B. The Professional Services Contract Terms and Conditions
 - C. The Scope of Work
 - D. Project Schedule & Cost Estimate

2. **PRIORITY OF DOCUMENTS**: In the event of a conflict between the Scope of Work and the Terms and Conditions, the Terms and Conditions shall govern. In the event of a conflict between the Scope of Work and this Contract, this Contract shall govern.

3. **SCOPE OF SERVICES**: The Vendor shall provide the City the services described in the Scope of Work, subject to the Professional Services Contract Terms and Conditions.

4. **CONTRACT PRICING**: Contract pricing is \$47,000

5. **TERM OF CONTRACT**: The term of the Contract is one year, commencing on _____ and terminating on _____ unless sooner terminated in accordance with the provisions set forth in the Contract Documents. The City reserves the right, at its sole discretion, to extend the Contract for up to two (2) additional terms of one year each. The total length of the Contract shall not exceed three (3) years.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

Nibley City, a Utah municipal corporation:

By: _____
City Manager Justin Maughan

Approved as to form:

Attest:

By: _____
Rob Patterson City Attorney

City Recorder Cheryl Bodily

_____, a Utah _____:

By: _____
Its: _____

NIBLEY CITY

PROFESSIONAL SERVICES CONTRACT TERMS AND CONDITIONS

This document contains the terms that will be the General Contract Conditions for the Contract for Professional Services (“CPS”) entered into as a result of the Nibley City Active Transportation Plan REQUEST FOR PROPOSALS. This document, and the terms, conditions, and provisions contained herein, shall be incorporated into the CPS and shall be binding on the party awarded the CPS, which contracting party is referred to as the “Consultant” herein, and who may also be referred to as the offeror, contractor, or vendor in this document or in the other Contract Documents. The entirety of the contract with Consultant, including the CPS, this document, the Solicitation, and Consultant’s responsive Proposal, is referred to as the “Contract.”

ARTICLE 1. SCOPE OF WORK

Consultant shall provide the services described in the CPS Scope of Work (the “Services”). Consultant shall coordinate with and receive the approval of the Contract Administrator regarding the schedule, timing, and progress of the Services pursuant to individual Project Order. All work will be reviewed and approved by the Contract Administrator, to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for defective, non-complying, improper, negligent or inadequate services rendered pursuant to this Contract.

ARTICLE 2. FEES

1. The Contract price and fee for Services shall be as set forth in the CPS.
2. Monthly payments may be made to Consultant on the basis of a progress report prepared and submitted by Consultant for the work completed through the last day of the preceding calendar month. The City agrees to pay Consultant the compensation stated in the individual Project Order. Consultant agrees to submit invoices for services rendered in the manner and format stated in the individual Project Order on a monthly basis. Consultant shall include with each invoice delivered to the City such documentation required by the individual Project Order. The City may approve for the purpose of payment and this shall not be deemed an approval of any portion of the Services or a waiver of any of the City's rights hereunder.
3. If for any reason the Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages due to the City from Consultant is agreed to by the parties in writing, or is determined by a court of competent jurisdiction.

ARTICLE 3. TERM OF CONTRACT

The term of the contract, and any renewals or extensions, shall be as set forth in the CPS.

ARTICLE 4. TERMINATION OF CONTRACT

1. The City has the right to terminate this Contract for cause or convenience or to terminate any portion of the Services which have not been performed by the Consultant.
2. In the event the City terminates this Contract or any part of the Services as herein provided, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all Services, or the specific Services being terminated, as applicable, under this Contract.
3. Upon such termination, the Consultant shall immediately deliver to the City any and all documents or work product generated by the Consultant under the Contract (collectively, the "Work Product"), together with all unused material supplied by the City, applicable to the Services being terminated. Consultant shall be responsible only for such portion of the work as has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.
4. Upon receipt of notice of termination, Consultant shall appraise the Services it has completed but has not yet been paid for and shall submit the Services and appraisal to the Contract Administrator for evaluation.
5. The Consultant shall receive as compensation in full for approved Services performed and approved by the Contract Administrator up to the date of such termination, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed-upon by the Consultant and the City, based upon the Scope of Services, the Contract documents, and the payment schedule set forth in Article 2 of this Contract. If mutual agreement between the Parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each approved task set forth in the Scope of Services and the amount of compensation Consultant is entitled to for such work, and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within 60 days after the latest of:
 - (i) Consultant's completion or delivery to the City of any portion of the Services not terminated; or
 - (ii) Consultant's delivery to the City of all Work Product and any unused material supplied by the City, in accordance with Paragraph 3 of Article 4.
6. Consultant may terminate this Agreement after 10 days' prior written notice to the City if the City breaches this Agreement or fails to pay Consultant pursuant to the terms of this Agreement and the City fails to cure within 10 business days after receipt of Consultant 's notice, or such longer period of cure as Consultant may specify in such notice.

ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES

The entire Scope of Services to be performed in accordance with this Contract is set forth in CPS Scope of Services and approved by Project Order. Work which is not included in the Services and Project Order will be considered Additional Services, and shall be allowed only if approved in writing by the Contract Administrator prior to their performance. The Consultant shall not perform such Additional Services without prior written authorization in the form of an approved change order or contract amendment from the City. In the event the Consultant performs such claimed Additional Services without prior written authorization from the City, it

shall be conclusively presumed that the claimed Additional Services were included in the Scope of Services and Consultant shall not be permitted to request or receive any additional compensation for such claimed Additional Services.

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

1. This Contract may not be assigned in whole or in part without the prior written consent of the City, and any such attempted assignment shall be null and void and a material breach of this Contract, and shall transfer no rights to the purported assignee.

2. The Consultant may engage such subconsultants or professional associates as Consultant may deem necessary or desirable for the timely and successful completion of this Contract. However, the use of such subconsultants or professional associates for the performance of any part of the Services specified in the Project Order shall be subject to the prior written approval of the City. Consultant will submit a complete list of subconsultants per Project Order and will update the information on the list during the term of the Contract, should the status or identity of said subconsultants change. Employment of such subconsultants or professional associates in order to complete the work set forth in the Project Order shall not entitle Consultant to additional compensation beyond that set forth in Article 2 nor relieve Consultant of any obligation under this Contract. The Consultant shall be responsible for and shall warrant all Services including work delegated to such subconsultants or professional associates.

ARTICLE 7. COMPLETENESS AND ACCURACY

The Consultant shall be responsible for and shall and hereby does warrant the completeness, accuracy and quality of all work done pursuant to the Contract including, but not limited to the Services, the Work Product, and the reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Consultant's obligations under this Contract and shall correct at Consultant's expense all errors or omissions which may be discovered therein. City's acceptance or approval of the Consultant's Services shall in no way relieve the Consultant of any of Consultant's responsibilities hereunder.

ARTICLE 8. OWNERSHIP OF DOCUMENTS

All documents including but not limited to data computation, studies, reports, design notes and any original drawings which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment under this Contract is made to the Consultant or upon termination of this Contract for any reason. To the extent any such documents or the Work Product is deemed to be the property of Consultant, Consultant hereby assigns all of Consultant's right, title and interest (including any applicable copyrights) in such documents and Work Product to the City.

ARTICLE 9. INDEMNIFICATION

1. To the fullest extent permitted by law, the Consultant shall defend, indemnify, save and hold harmless the City and its officials, officers, employees and agents (collectively "Indemnitees") from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the cost of appellate proceedings) (collectively, "Claims") to the extent caused by the negligent performance

of Services pursuant to this Contract including, but not limited to, any such performance by any subconsultant. The Consultant's duty to defend, hold harmless and indemnify Indemnitees pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, caused in whole or in part by the negligent acts, errors, or, omissions of the Consultant or anyone for whose acts the Consultant may be legally liable. It is the specific intention of the Parties that the Indemnitees shall be indemnified by Consultant from and against Claims other than those arising from the Indemnitees' sole negligence. The Consultant will be responsible for primary loss investigation and reasonable defense and judgment costs where this Indemnification applies.

2. In the event that any action or proceeding shall at any time be brought against any of the Indemnitees by reason of any Claim referred to in this Article, the Consultant, at Consultant's sole cost and upon at least 10 days' written notice from City, shall defend in City's sole discretion.

3. In the event that a Claim is brought or asserted against Consultant in connection with the Services or Work Product provided pursuant to this Contract, other than a Claim by the City or its insurance company, Consultant shall immediately provide notice to the City of such Claim.

4. The Consultant's obligations under this Article shall survive the expiration or earlier termination of this Contract.

5. The insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this Article and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

ARTICLE 10. INSURANCE

Consultant shall secure and maintain during the life of this Contract the insurance coverages as required below. Consultant shall comply with all terms and conditions related to insurance as required by the Contract Documents.

Workers' Compensation: Statutory

Employer's Liability: \$ 1,000,000

Commercial General Liability

- General Aggregate \$ 1,000,000
- Products - Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000 Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

Automobile Liability: Combined Single Limit of \$ 500,000

Excess or Umbrella Liability:

- Per Occurrence \$ 2,000,000
- General Aggregate \$ 2,000,000

ARTICLE 11. WARRANTIES

1. The Consultant shall be responsible for and shall and hereby does agree all Services provided shall: (i) be in accordance with the Standard of Care, or of good and professional quality, meaning performed with that degree of efficiency, skill, and knowledge possessed by those of ordinary skill, competency, and standing in a Consultant's trade, industry, or business practicing in the same or similar locality under the same or similar circumstances; (ii) be provided by properly trained, qualified, and licensed workers, subconsultants, professional associates, and/or subvendors; (iii) conform to the requirements of this Contract (including all applicable descriptions, specifications, drawings and samples); (iv) be free from defects; (v) be appropriate for the intended purpose; (vi) meet or exceed all specifications, requirements and legal regulations, statutes and/or codes that apply thereto, including, without limitation, all federal, state, county, and City rules regulations, ordinances and/or codes that may apply; and (vii) be fully covered by Consultant's warranty of the Standard of Care running in favor of the City under this Contract.

2. Immediately upon notice from the Contract Administrator thereof, Consultant shall correct or replace as required by the Contract Administrator, at Consultant's expense, all defects, noncompliance, or inadequacies which may be discovered in any of the Services provided under this Contract. The City's acceptance or approval of the Services shall in no way relieve the Consultant of any of Consultant's responsibilities hereunder. Unless a longer period is provided in the Contract Documents, this obligation to correct or replace shall continue for a period of one (1) year after acceptance of the specific Services.

ARTICLE 12. DISCLOSURES BY CONSULTANT.

1. The Consultant shall reveal fully and in writing any financial or compensatory agreements which the Consultant has with any prospective contractor prior to the City's publication of requests for proposals or comparable documents.

2. The Consultant hereby certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

3. The Consultant shall comply with Executive Order No. 11246 entitled "Equal Opportunity Employment" as amended by Executive Order no. 11375, and supplemented Department of Labor Regulations 41 CFR, Part 16.

ARTICLE 13. CONTRACT ADMINISTRATOR

The City's Contract Administrator for this Contract shall be the City Manager or his/her

designee(s).

ARTICLE 14. NOTICE

1. All notices or demands required to be given, pursuant to the terms of this contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

City: Justin Maughan, City Manager
455 W 3200 S
Nibley, Utah 84321
Facsimile: (435) 753-1510

With a copy to: Johnson, Patterson & Yellowhorse DBA
PO Box 831
Pleasant Grove, UT 84062
Att'n: Rob Patterson
Facsimile: (801) 261-3503
Email: rob@publicprivatelaw.com

Consultant: Contract Administrator _____

101 SW Main St, Ste. 2000 _____

Portland, OR 97204 _____

Facsimile: () _____

Email: contracts@altago.com _____

With a copy to: _____

Facsimile: () _____

Email: _____

2. A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is

deemed received.

3. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

4. Notices may be sent by email as a matter of courtesy, but email is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing. If notice is accepted by email, the notice shall also be sent by regular mail to the recipient at the above address, unless otherwise agreed in writing. Notices permitted to be transmitted by email shall be deemed received on the date the recipient accepts or acknowledges receipt.

ARTICLE 15. GENERAL PROVISIONS

A. **RECORDS AND AUDIT RIGHTS.** Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

B. **PUBLIC RECORDS.** Consultant's records reviewed or audited by the City pursuant to this Contract shall not be deemed records owned or under the control of the City unless such records are Work Product. If Consultant provides records to the City in addition to or beyond Work Product, Consultant shall be responsible for providing a written claim of business confidentiality with the records in order to claim the records as non-public under state law.

C. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals, Exhibits and Appendices attached hereto, and the other documents incorporated into and made part of this Contract, are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as the full and complete agreement of the Parties.

D. **ATTORNEYS' FEES.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or an account of any breach or default hereof, or otherwise seeks to enforce the terms of this Contract, whether by mediation, arbitration, or otherwise, the prevailing Party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

E. **ENTIRE AGREEMENT.** This Contract constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services and terms specified herein.

F. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Utah, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Cache County, Utah District Court and both Parties consent to the sole jurisdiction of, and venue in, such court for such purposes.

F. INDEPENDENT CONTRACTOR. The services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. As an independent contractor, Consultant shall: (a) have discretion in deciding upon the method of performing the services provided; (b) not be entitled to worker's compensation benefits from the City; (c) not be entitled to any City sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide his/her own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services.

G. TAXES. Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this contract. The City shall have no obligation to pay any amount for taxes, of any type, incurred by the Consultant. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. The City shall not withhold income tax as a deduction from contractual payments. Consultant acknowledges that Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

H. AMENDMENTS. Any amendment, modification or variation from the terms of this Contract shall be in writing and signed by all Parties hereto.

I. COMPLIANCE WITH LAW. The Consultant specifically agrees and hereby warrants to the City that in the performance of the Services, Consultant and anyone acting on Consultant's behalf, including but not limited to Consultant's subconsultants and professional associates, will comply with all state, federal and local statutes, ordinances and regulations, and will obtain all permits and licenses applicable for performance under this Contract.

J. SEVERABILITY. In the event that any provision of this Contract shall be held to be invalid and/or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

K. WAIVER. None of the provisions of this Contract shall be deemed to have been waived by any act or knowledge of any Party or its agent or employees, but only by a specific written waiver signed by an authorized officer of such Party and delivered to the other Party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Contract, or any breach thereof, shall not be construed as a waiver of a subsequent breach by the other Party.

L. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Contract may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed contract containing the signatures (original or faxed) of all the

Parties is binding upon the Parties.

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Pursuant to the provisions of A.R.S. §41-4401, the Consultant warrants to the City that the Consultant and all its subconsultants are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program. Consultant acknowledges that a breach of this warranty by the Consultant or any of its subconsultants is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The City retains the legal right to inspect the papers of any employee of the Consultant or any subconsultant who works on this Contract to ensure compliance with this warranty.

The City may conduct random verification of the employment records of the Consultant and any of its subconsultants to ensure compliance with this warranty.

The City will not consider Consultant or any of its subconsultants in material breach of the foregoing warranty if Consultant and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements.

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subconsultants who provide services under this Contract or any subcontract. As used in this Section M "services" are defined as furnishing labor, time or effort in the State of Utah by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. CANCELLATION FOR CONFLICT OF INTEREST. The City may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

O. LICENSES. Consultant shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by Consultant and the Services.

P. PERMITS AND RESPONSIBILITIES. Consultant shall, without additional expense to the City, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State and Municipal Laws, codes and regulations in connection with the execution of the work.

Q. LIENS. Consultant shall cause all materials, service or construction provided or performed under the resultant contract to be free of all liens, and if the City requests, Consultant shall deliver appropriate written releases, in statutory form of all liens to the City.

R. PATENTS AND COPYRIGHTS. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by Consultant or

any other person except with the prior written permission of the City.

S. WORKPLACE COMPLIANCE. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

T. PRIORITY OF DOCUMENTS. In the event of a conflict between the terms of this Contract and the terms of any other document related to the Services, the conflict shall be resolved according to the priority set forth in the CPS.

U. LIQUIDATED DAMAGES. The Consultant acknowledges the importance to the Client of the City's project schedule and agrees to put forth reasonable efforts in performing the services under this Agreement with due diligence in a manner consistent with that schedule, as provided in Services pursuant to individual Project Order. The City understands, however, that the Consultant's performance must be governed by sound professional practices in accordance with the Standard of Care. Consultant shall not be held responsible for any defects or delays caused by events outside of Consultant's reasonable control. In the event of such delay, the City may elect to immediately terminate the Contract by written notice to Consultant and:

1. If the Contract is not terminated, Consultant shall continue performance and be liable to the City for the or services performed; and

Neither Party shall be held liable to the other for any indirect, special, or consequential damages (including liquidated damages) related to the Services under any theory of the law. ARTICLE 16. FUNDS APPROPRIATION

If the term of this Contract or provision of any Services hereunder extends beyond the current fiscal period of the City and the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Article 14 of this Contract at least thirty (30) days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.

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Scope of Work for Active Transportation Master Plan

1. Project Approach:

Task 1.1 | Ongoing Project Management

Alta's project manager will provide monthly invoices with accompanying progress reports, facilitate bi-weekly coordination calls with the City to provide updates on project progress and coordinate immediate project needs.

Task 1.2 | Steering Committee Collaboration

Before finalizing the contract, a project initiation meeting will refine details, discuss data availability, and identify Steering Committee stakeholders. Alta's project manager will collaborate with the City to identify potential stakeholders, including representatives from departments like planning, public works, and parks, elected officials, Cache MPO, Cache County, Cache County School District, and advocacy groups.

Establishing the Steering Committee is crucial for guidance and an efficient feedback loop. Alta will facilitate up to four meetings at key milestones:

1. **Kickoff Meeting:** Set project expectations, examine the timeline, identify goals, and pinpoint opportunities and challenges.
2. **Review of Background Research:** Focus on existing conditions analysis results (Task 3) and coordinate public engagement efforts (Task 2).
3. **Phase I Public Input:** Review Phase 1 public input and prioritization methodology, seeking Committee comments on the approach.
4. **Review and Finalize Infrastructure Recommendations / Review Draft Plan:** Evaluate the draft plan, prioritization, and phasing results. Draft materials will be provided in advance for efficient review.

Task 1.3 | Goals & Objectives

In collaboration with City representatives and the Steering Committee, the project will establish goals and objectives for active transportation in Nibley. This process, initiated in the first Steering Committee meeting, will be refined based on past planning efforts, including the General Plan's aim for a safe environment for pedestrians and bicyclists. Public input, aligned with Task 4, will also be considered. These established goals will guide recommendations, providing a foundation for evaluating and prioritizing projects. The integration of these goals into infrastructure, policy, and program recommendations will outline actionable steps aligned with project goals.

Task 1 Deliverables:

- Monthly invoices with progress reports
- Project initiation meeting documentation
- Outline of Goals, Objectives, and Policies in collaboration with City and Steering Committee members
- Facilitation of up to four (4) Steering Committee meetings
- Slides and notes for each Steering Committee meeting

Task 1 Assumptions:

- City PM will serve as a point of contact for the Steering Committee
- City PM will assist in identifying stakeholders for the project steering committee.
- Two of four Steering Committee meetings will be held virtually.

2. Public & Stakeholder Engagement:

Task 2.1 | Survey and Interactive Map

Alta will develop a project website to host one survey and interactive map to gather public input on opportunities, barriers, attitudes, preferences, and concerns about active transportation in Nibley City. Alta will summarize the survey and interactive map input for inclusion in the final plan.

Task 2.2 | In-person Community Outreach

Alta will support City staff in organizing and facilitating one in-person community outreach event, aligning with the online outreach phases. This event will include a walk/bike audit for up to 25 people. In addition, for any other outreach efforts led by the City, Alta will provide marketing collateral for the City to use the event to educate the community about active transportation and engage with community members not reached online.

Task 2.3 | Key Stakeholder Interviews

Alta will conduct up to three stakeholder interviews to gather insights into organization-specific needs and concerns relevant to the ATP. The focused interviews will include stakeholders identified in collaboration with the City Project Manager, potentially involving schools and representatives from neighboring communities to ensure comprehensive and targeted input. Post-interviews, Alta will provide a detailed written summary, emphasizing key findings.

Task 2 Deliverables:

- Project website
- One (1) online survey and interactive map
- Facilitation of one (1) in-person active transportation audit
- Up to three (3) stakeholder interviews
- Public Input Summary

Task 2 Assumptions:

- With the guidance of the consultant team, City staff will be responsible for advertising online and in-person outreach efforts.
- The in-person active transportation audit, limited to 25 participants, will have logistics and coordination, including bike rentals and meeting space, overseen by the City staff.
- Alta will provide one (1) digital piece of marketing collateral (poster, FAQ, or flyer) to support City-led engagement outreach efforts.

3. Existing Conditions & Existing Plan Review:

Task 3.1 | Review of Previous Planning Efforts

The Alta team, in collaboration with the City, will conduct a thorough review of prior planning efforts with implications for the study. This encompasses key themes, objectives, and recommendations related to bikeway and trail development from plans such as CMPO 2050 Regional Transportation Plan, Nibley City's General Plan, relevant UDOT studies, and the Nibley City Parks, Trails, Recreation and Open Space Plan. Alta will summarize findings and incorporate them into the final plan.

Task 3.2 | Existing Conditions Analysis

For the existing conditions analysis, Alta will use available GIS data for Nibley City. The process begins with a data request memo. Alta will generate maps to identify network gaps, strengths, weaknesses, and connectivity opportunities by overlaying various datasets. This includes existing bikeway data, community destinations, transit routes, land use, and current/planned active transportation infrastructure in neighboring communities.

Alta will assess community destinations and traffic patterns, focusing on high-demand areas for active transportation within the City. A crash analysis, utilizing Cache MPO's SS4A study, will be incorporated. Alta will propose an opportunities and constraints map to summarize existing conditions.

Task 3 Deliverables:

- Summary of previous planning efforts for inclusion in the final plan
- Existing conditions analysis map series and write-up for inclusion in the final plan
- Existing Conditions chapter for review before Steering Committee Meeting #2

Task 3 Assumptions:

- City will provide available data from Alta's data request.

4. Project Needs Assessment & Active Transportation Network:

Task 4.1 | Proposed Network & Spot Improvements

Alta will propose a cohesive network of bicycle and pedestrian facilities, encompassing a consideration of both on-street and off-street corridors. In addition to proposing new active transportation routes, Alta will provide spot improvement recommendations. These enhancements may include mid-block crossings and other treatments strategically positioned to augment the overall effectiveness of the active transportation network.

Alta will map proposed changes, categorizing them by facility type, and geocode them to UDOT's GIS Bike Schema standards. The Draft Active Transportation Network will be reviewed by the Steering Committee, with Alta considering one round of client comments for refinement.

Task 4.2 | Proposed Policies & Programs

Alta will provide recommendations for new policies and programs to enhance active transportation infrastructure success and participation in Nibley. These suggestions cover evaluation strategies, updates to zoning ordinances, development standards, and campaigns to encourage active modes. All recommendations directly align with the goals and objectives established in Task 1.3.

Task 4 Deliverables:

- Network and spot improvement recommendations map and associated GIS shapefiles/geodatabase
- Policy and program recommendations
- Preliminary project list for review and discussion with the Steering Committee

Task 4 Assumptions:

- Client will actively participate in the review process of the draft active transportation network and will provide one round of internally consistent comments to Alta to refine the network.

5. Project & Funding Identification:

Task 5.1 | Funding Matrix & Planning Level Cost Estimates

Alta will delineate distinct projects, outline associated costs, and recommend potential funding sources for each project. These funding sources may encompass local options and available grants. The ATP will specify which projects are standalone initiatives led by the City and which are intended to be executed in collaboration with ongoing development efforts.

Task 5 Deliverables:

- Funding source matrix and overview of potential funding sources for inclusion in the final report
- Planning Level Cost Estimates for each project outlined in the ATP

6. Street Cross Section and Transportation Network Recommendation Refinement:

Task 6.1 | Cross-Section Review and Map Update

Alta will conduct a review and recommend changes to the City's standard street cross sections to better accommodate pedestrians and bicyclists

Task 6 Deliverables:

- Updated Street Cross Sections: A memo detailing recommended changes
- Revised Network Recommendation Map: An updated visual representation of the Active Transportation Network

Task 6 Assumptions:

- The adoption of modifications to cross-sections will be completed by the City.

7. Synthesis & Final Draft:

Task 7.1 | Draft Master Plans

Alta will create a draft Active Transportation Plan (ATP) for Nibley City, emphasizing graphics, action-oriented content, and conciseness. The document will summarize analyses and recommendations from earlier phases.

Task 7.2 | Feedback Solicitation and Consolidation

Alta will actively seek feedback on the draft plan from City staff and the Steering Committee. This will involve sharing the draft plan and collecting one (1) round of consolidated, reconciled comments from Nibley City.

Task 7 Deliverables:

- One (1) draft master plan
- Response to one (1) round of consolidated, reconciled comments from City
- One (1) final Active Transportation Master Plan

Task 7 Assumptions:

- City PM will facilitate the collection, consolidation, and reconciliation of comments from the Steering committee and City Staff on the plan; comments will be delivered to Alta no later than two weeks after Alta provides the draft materials.
- The City will perform the administrative process for the adoption of the plan.



Scope of work assumes the City will support in the following ways:

- Timeliness of draft review and comments
- Comments provided in consolidated, non-contradictory written form
- Community and stakeholder contact information

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Agenda Item #9

Description	Discussion & Consideration: Contract with Landscape Structures, Inc. for Playground Equipment and surfacing for the Ridgeline Park city park project
Presenter	Tom Dickinson, City Engineer
Planning Commission Recommendation	NA
Staff Recommendation	Move to approve the contract with Landscape Structures, Inc. for Playground Equipment for the Ridgeline Park city park project
Reviewed By	City Manager, City Engineer

Background

Bids for Construction of the Ridgeline Park city park project are currently being considered. Due to price escalations and other factors, the budget is expected to be insufficient to construct the planned “Taj Mahal” of parks. The main strategy to ensure that the most park for the available \$2.2M budget is constructed, staff are utilizing a series of “additive alternates” in the bidding process. The concept is to have a base bid of the minimum items needed to have a functional park. Additive alternates can then be selected and awarded with the contract to get the best bang for the buck. For example, the design of the park includes 3 climbing boulders. The base bid includes a single boulder and if there is sufficient budget remaining, additive alternates can be awarded for one or two of the other climbing boulders.

Removing the playground equipment from the contractor’s scope of work was another attempt to get the best bang for the buck. The playground that was chosen for the project is manufactured and installed by a contractor that participates in the Utah State Cooperative Contracts list. Utah Division of Purchasing and General Services manages a State Cooperative Contracts program to help provide efficiency and best-value to the Utah procurement process. All municipal agencies are eligible to utilize the service.

The State Cooperative Contracts program provides best-value cooperative contracts of commonly purchased items while only having to conduct one solicitation. By having these items go through the State Cooperative Contracts program, the Division of Purchasing is able to leverage the total buying power to get the best pricing and terms.

<https://statecontracts.utah.gov/Home/Search>

In managing cooperative contracts, the Division receives quarterly reports from vendors and allows the Division to monitor contract compliance, conduct audits, and make recommendations to users of the program. By properly managing the contracts, the Division can provide users with best-value. Pricing and contracting are set through the State Cooperative Contracts program and savings are passed along to entities that utilize the program.

The Ridgeline Park city park budgeted \$250,000 for playground equipment and \$93,744 for playground surfacing. By contracting directly with the playground equipment contractor on the State Cooperative Contracts program, the city is able to save paying overhead and fee to the general contractor selected to construct the park. In the case of Ridgeline Park city park, the playground equipment contractor is providing and installing the playground equipment and surfacing for \$267,424 - below the estimated budget of \$343,744. The \$76,320 savings can be used to award one of the additive alternates.

It is requested that the City Council approve award of a contract to Landscape Structures, Inc in the amount of \$267,424 for playground equipment and surfacing for the Ridgeline Park city park project.





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Agenda Item #10

Description	Discussion & Consideration: Awarding a Contract for Construction of Phase 1 of the Ridgeline Park City Park Project.
Presenter	Tom Dickinson, City Engineer
Planning Commission Recommendation	NA
Staff Recommendation	Move to approve the contract for Construction of Phase 1 of the city park project at Ridgeline Park based on information presented during the Council meeting.
Reviewed By	City Manager, City Engineer

Background

With the completion of the engineering design of Phase 1 of the city park at Ridgeline Park, Nibley City put to bid the construction contract for this phase. The bids are due at 5:00 pm on Monday, 29 January 2024, and that due date means details of the bids are not available in this packet. At the bid closing time, Tom Dickenson, Nibley City Engineer, will review the received bids and collate details for a meeting with the Selection Committee at 3:00 pm on Thursday, 1 February 2024. This is the same day as the City Council meeting with this agenda item. Results of that Selection Committee meeting will be presented at this City Council meeting.

The Selection Committee consists of the following city staff, citizens, and elected officials.

- Tom Dickenson, Engineer
- Justin Maughan, Manager
- Levi Roberts, Planner
- Chad Wright, Recreation Director
- Rod Elwood, Parks Manager
- Kendall Welker, Parks and Recreation Committee
- Norman Larsen, Councilmember
- Larry Jacobsen, Mayor

This is a fast-paced selection process that will award a construction contract of nearly \$1.88M (\$2.22M from the 50-50 matching grant from the Land and Water Conservation Fund, minus \$270k for direct purchase of playground equipment, minus \$70k for FY23-24 design costs). If the Council feels they have adequate opportunity during the Council meeting to review the Selection Committee recommendation and provide oversight on this contract award, an approval during this meeting would give the earliest start date for the construction schedule. On the other hand, if the Council desires additional time to review the information presented during this meeting, the construction schedule will start a couple of weeks later than the earliest date.

Agenda Item #11

Description	Discussion: 2900 South Roadway and Development Agreement with Visionary Homes
Presenter	Tom Dickinson, City Engineer
Planning Commission Recommendation	NA
Staff Recommendation	Discuss
Reviewed By	City Engineer

Background

Ridgeline Park is a Residential- Planning Unit Development (R-PUD) subdivision located in the planned Town Center area between 2900 S and 3200 S, west of Hwy 165 and east of 500 west. The development agreement (including 1 amendment and 1 addendum) and preliminary plat for the subdivision has been previously approved with several phases constructed and approved since.

At this point in time, Staff is reviewing phases 7-9, which are the residential phases of the subdivision. Amendment #1 of the approved development agreement includes the following statement regarding the construction of 2900 South.

*The Developer shall develop a half road of 2900 S adjacent to Ridgeline Park and also **develop and pave the 2900 S right-of-way east of the Development to Highway 165, according to City standards, including curb, gutter, sidewalks and landscaping.** Construction of any remaining portion of 250 W and 2900 S (from 250 W to Highway 165) shall be completed in conjunction with construction of infrastructure on phase 7, 8, or 9, whichever develops first.*

In addition, the approved preliminary plat includes the following note for the 2900 South between the project boundary and Hwy 165:

Install 20-ft of asphalt to SR-165 for public access. The project shall be connected to 2900 south and SR-165 by 20-ft of asphalt.

Although two traffic studies commissioned by the developer concluded that traffic in the area could function at an acceptable level of service, this connection, which improves overall access and connectivity to the development, is required.

City Staff recently attended a pre-application meeting for a UDOT conditional access permit, which the applicant is seeking to obtain access to Hwy 165. Due to the skewed alignment of the intersection, UDOT expressed that they are not open to allowing the access improvement and allow for full movements. Without correcting this skew in the intersection, the intersection must be either restricted as a 'right in, right out' intersection that does not allow left turn movement or be restricted altogether by installing a crash gate that would restrict movement of vehicles, other than emergency vehicles.



In general, City Staff, the applicant, and UDOT personnel have discussed four possible options for the access:

1. Align intersection on SR-165
2. Raised median curb (accel/decl)- think Costco in Logan
3. Pork chop- right-in/right-out
4. Crash gate to limit access to SR-165

All four options come with their drawbacks. Although aligning the intersection would be the preferred option, it is the most expensive and would require acquisition of property and demolition of a home, which the developer is not bound to do with the current agreement. The other options limit access, which may be against the intent of the original approval. However, these limitations are necessary and required by UDOT, to ensure the safety of the intersection.

The purpose of this workshop is to discuss and determine which of these (and other) options would be in accordance with the approved development agreement and ultimately what would be the best direction for the community.

**NIBLEY CITY
R-PUD DEVELOPMENT AGREEMENT**

FIRST AMENDMENT – FEBRUARY 2022

THIS FIRST AMENDMENT (“Amendment”) to that certain DEVELOPMENT AGREEMENT (“Agreement”) previously recorded on July 15, 2020, between Visionary Home, hereinafter referred to as “Developer” and Nibley City, here in after referred to as “City”, and

WHEREAS, Ridgeline Park, hereinafter referred to as “the Development,” was previously approved as a Residential Planned Unit Development (“R-PUD”) under Nibley City Code Title 19, Chapter 32 (“R-PUD Ordinance”) pursuant to the Agreement and other approvals issued by Nibley City; and

WHEREAS, the parties desire to amend the Agreement and prior approvals of the R-PUD and Development to adjust the obligations and rights of Developer regarding the development of 2900 South, 250 West, and the public roadway connecting 2965 S to Highway 165 through the neighborhood commercial property; and

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 9 of the Agreement is amended as follows, with underlined portions added:

The Developer shall develop a half road of 2900 S adjacent to Ridgeline Park and also develop and pave the 2900 S right-of-way east of the Development to Highway 165, according to City standards, including curb, gutter, sidewalks and landscaping. Construction of any remaining portion of 250 W and 2900 S (from 250 W to Highway 165) shall be completed in conjunction with construction of infrastructure on phase 7, 8, or 9, whichever develops first. The City will indemnify Visionary with regards to legal challenges arising out of claims that the City does not own or lacks sufficient right-of-way for Visionary’s construction of 2900 S from the project to Highway 165.

2. Paragraph 10 of the Agreement is amended as follows, with struck through portions removed:

The Developer shall provide a public roadway to Highway 165 through the eastern neighborhood commercial property. This roadway shall be built when the commercial property is developed, or when traffic generated in the development warrants the intersection, as determined by Nibley City, and according to Nibley City traffic and design standards.

- ~~a. This roadway shall have direct east/west alignment with 2965 S intersection on the west side of the development. Meaning, 2965 S shall align with the intersection on Highway 165 without need to turn onto another roadway.~~
 - b. After 250 West is developed, the public roadway connection to Highway 165 through the eastern neighborhood commercial property shall be brought up for consideration to determine the appropriate stage at which Developer shall be required to construct and improve the roadway.
3. Paragraph 12 of the Agreement is amended as follows, with struck through portions removed:

There shall be no residential driveway access ~~or street parking~~ on 250 W.

4. All other provisions, terms, rights, and obligations of the Agreement and all related approvals of the Development and R-PUD not expressly amended herein remain in effect and are unaltered by this Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

NIBLEY CITY

DEVELOPER

By: JUSTIN MAUGHAN
Its: City Manager

By: *Dallas Nicoll*
Its: *Manager*

STATE OF UTAH)
 : ss
County of Cache)

On this ____ day of _____, 2022, personally appeared before me JUSTIN MAUGHAN, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
County of Cache)

On the 18 day of February, 2022, personally appeared before me, Dallas Nicoll, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Sherry M Nitta

NOTARY PUBLIC



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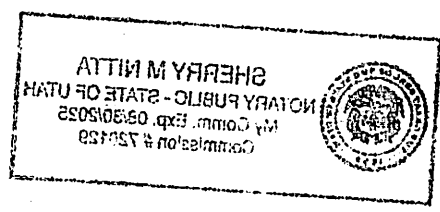
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PROPOSAL

ALL PURCHASE ORDERS, CONTRACTS, AND
 CHECKS TO BE MADE OUT TO:
 LANDSCAPE STRUCTURES, INC.
 601 7TH STREET SOUTH
 DELANO, MN 55328 U.S.A.
 763-972-3391 800-328-0035
 Fax: 763-972-3185



CONTACT: Jeff Sonntag
PHONE: 801.278.9797
FAX: 801.278.9794
EMAIL: jeff@sonntagrec.com
WEBSITE: www.sonntagrec.com

Master Agreement No. PO-10700-00015855
NASPO State Contract #PA4316

QUOTE # 2407

SHIP TO: Nibley City Parks
 455 West 3200 South
 Nibley, Utah 84321

Destination _____
 F.O.B. _____
 FREIGHT Prepaid Collect

BILL TO: Nibley City Parks
 ATTN: Accounts Payable
 455 West 3200 South
 Nibley, Utah 84321

Pricing Good for 60 days from Date of Proposal

Net 30 (Deposit may be required)
TERMS (Subject to Credit Approval by LSI)

SALESPERSON	JOB	LEAD TIME
Jeff	Ridgeline Park	TBD

QTY	DESCRIPTION	UNIT \$\$	LINE TOTAL
1	Landscape Structures – Playground Design 1173669-01-02		\$227,955.00
1	Playground Installation (No Site Prep or Site Excavation)		45,000.00
1	Provide & Install 360 Cubic Yards of Engineered Wood Fiber Safety Surfacing at a 12" Depth		17,424.00
1	Freight		8,400.00
<p>Lead Times are filling up fast! Sooner we order, the better!</p> <p>Standard Terms & Conditions for Install Apply</p>			

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE
 A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE
 STRUCTURES. CUSTOMER RECEIPT OF AN ORDER
 ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

SUBTOTAL	\$298,779.00
DISCOUNT	(18,236.40)
EXTRA COURTESY DISCOUNT	(13,118.60)
TOTAL	\$267,424.00

ACCEPTED BY CUSTOMER _____ **DATE** _____

PRINT NAME

PROPOSED BY LSI REPRESENTATIVE _____ **DATE** _____

JEFF SONNTAG _____ 1/17/2024

PRINT NAME

TAXABLE: FREIGHT _____ INSTALLATION _____

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Ridgeline Park Playground

Made in the U.S.A. Statement

January 17, 2024

1173669-01-02 PLAYBOOSTER® (5-12 YEARS)

Proudly made in the U.S.A.

Nearly all of our play products are made in Delano, Minnesota.* This allows us to maintain control over the quality of the play equipment you purchase. While other manufacturers are increasingly sourcing components from overseas, Landscape Structures equipment is proudly made in the U.S.A.



**Total Product
Made in the U.S.A.**

99%

Calculation includes standard play products only.

*Our fabrication, rotomolding, welding and painting operations in Delano, Minnesota, U.S.A. produce the vast majority of our standard play components.

For a better tomorrow
we play today.®

playlsi.com

Proudly presented by:



Sonntag
Recreation, LLC

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Agenda Item #12

Description	Discussion: Transfer of Development Rights— Procedure for Selling and Severing Development Rights of City Owned Property
Presenter	Levi Roberts, City Planner
Planning Commission Recommendation	NA
Staff Recommendation	Discuss
Reviewed By	

Background

On March 9, 2023, the Nibley City Council adopted a Transfer of Development Rights (TDR) Ordinance (NCC 19.48), which allows for the transfer of development rights from sending area properties to receiving area properties. For most properties, the purchasing of development rights from a sending area property by a receiving area property is a completely private transaction. However, some of the properties identified as sending areas are on City owned property. In this case, the purchasing of development rights is between a private property owner (and/or developer) and the City. In discussing this with City Staff, the following approaches were discussed.

1. The property could be appraised for the value of the TDR credits and the City could offer the credits for sale based upon the appraisal.
2. The developer who is seeking the TDR credits could share their pro-forma of the development to estimate the additional profit that the additional density would bring to the project. Based upon this calculation, the developer could offer a price/TDR credit that would take a certain percentage of that estimated profit.

The purpose of this discussion is to determine which of these (or other) methodology is appropriate for selling such development rights for TDR purposes.

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