



NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, March 14, 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 (Mayor Jacobsen)
2. Call to Order and Roll Call (Chair)
3. Approval of the February 22, 2024, Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period¹ (Chair)
5. Planning Commission Report

6. **Presentation** – CAPSA presentation regarding Child Abuse Prevention/Sexual Assault Awareness
7. **Discussion & Consideration:** Resolution 24-04—Accepting the Nibley City Audit for Fiscal Year 2022-23 (First Reading)
8. **Discussion & Consideration:** Resolution 24-06—Authorizing the Mayor of Nibley City or Designee to Vote on Behalf of Nibley City’s Interests Regarding Canal Company Watershares (First Reading)
9. **Discussion & Consideration:** Ordinance 24-03—Development Agreement with R & W ENTERPRISES INC, Together With PROJECT VALOR to Allow Construction of One (1) Casita on Parcel 03-020-0018, Located at 110 W 2600 S, to House Transitioning and/or Homeless Veterans Within a Legally Non-Conforming Mobile Home Park, Setting Forth Conditions and Standards for Its Construction (Second Reading)
10. **Discussion and Consideration:** Ordinance 24-02: Rezone Parcel 03-018-0015 & a portion of parcel 03-017-0012. Located at 1150 W 3200 S from Residential (R-2) to Residential (R-2A) (First Reading)
11. **Discussion and Consideration:** Ordinance 24-04: Rezone Parcel 03-0017-0019 & 03-0017-0020, located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) (First Reading)
12. **Discussion & Consideration:** Accepting the Contract to Complete an Indoor Recreation Feasibility Plan
13. **Discussion & Consideration:** Resolution 24-07— Approving a Contract (Letter of Engagement) for Legal Services for Nibley City (First Reading)
14. Council and Staff Report

Adjourn

Nibley City’s next scheduled Council meeting will be on Thursday, April 11, 2024.

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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Agenda Item #6

Description	Presentation – CAPSA presentation regarding Child Abuse Prevention/Sexual Assault Awareness
Presenter	Maddie Soto or another CAPSA representative
Recommendation	Listen to the presentation. Ask pertinent questions. Offer support and encouragement.
Reviewed By	Mayor, City Manager

Background:

April is sexual assault awareness month. A CAPSA representative would like to give a brief presentation, and request the City Council and city staff's support.

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Agenda Item #7

Description	Discussion & Consideration: Resolution 24-04—Accepting the Nibley City Audit for Fiscal Year 2022-23 (First Reading)
Presenter	John Haderlie, Larson & Company Certified Public Accountants
Planning Commission Recommendation	NA
Staff Recommendation	Move to approve Resolution 24-04—Accepting the Nibley City Audit for Fiscal Year 2022-23 and waive the second reading.
Reviewed By	Mayor, City Manager, City Treasurer, Staff

Background

No Additional background from last meeting.

Back ground from 2-22-24. State law requires that the annual audited financial statement be presented to the City Council within six months of the end of the fiscal year, which ends June 30. The City has engaged the services of an independent auditor, Larson and Company - CPAs, to provide these services and present audited financials to the Council.

In performing the audit, the firm reviewed the City's financial records, worked with staff members, including the City Manager, City Treasurer, Accountant, Dave Sanderson and others, contacted organizations with which the City has financial dealings, and verified multiple compliance items.

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RESOLUTION 24-04

A RESOLUTION ACCEPTING THE NIBLEY CITY AUDIT FOR FISCAL YEAR 2022-23

WHEREAS, State law requires that independent audits of all cities are required to be performed in conformity with Title 51, Chapter 2a, Accounting Reports from Political Subdivisions, Interlocal Organizations, and Other Local Entities Act; and

WHEREAS, every year an independent auditor certifies that Nibley City financial statements meet the requirements of GAAP (Generally Accepted Accounting Principles) and GASB (Government Accounting Standards Board), and Utah State; and

WHEREAS, Utah State law requires that the annual audited financial statement be presented to the City Council within six months of the end of the fiscal year, which ended June 30, 2023; and

WHEREAS, Nibley City regards its fiduciary responsibilities among its highest of priorities.

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

1. Nibley City Council accepts the Nibley City Audit for Fiscal Year 2022-23 as presented by independent auditor Larson and Company.

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2024.

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

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Nibley City



COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

For the Year Ended June 30, 2023

To the Honorable Mayor and
Members of the City Council
Nibley , Utah

We have audited the financial statements of Nibley City as of and for the year ended June 30, 2023, and have issued our report thereon dated December 6, 2023. Professional Standards require that we advise you of the following matters related to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated October 17, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Nibley City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgement, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our finding regarding significant control deficiencies and material weaknesses, if applicable, and material noncompliance, and other matters noted during our audit at the end of this communication letter in the schedule of findings section.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

We have identified the following significant risks:

As part of our risk-based audit, we design certain extended procedures over areas where we deemed to pose a more significant audit risk based on the nature of the industry and complexity of the entity. We have identified the following significant risks during our audit that we had performed additional procedures for:

- Improper revenue recognition
- Cash disbursements
- Potential management bias, financial statement estimates, and management's ability to override controls.

Based on our audit procedures performed, we did not identify any uncorrected material misstatements related to these risks noted.

Qualitative Aspects of the Entity's Significant Accounting Practices

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Nibley City are included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2023. No matters have come to our attention that would require us, under professional standards, to inform your about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgements. Those judgements are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgements.

Financial Statement Disclosures

The financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management related to the performance of our audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicated them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classis of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. All proposed entries were approved by management and were posted to the entity's financial records.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the entity's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We noted nothing to report to Those Charged with Governance.

Management Representations

We have requested certain representations from management, which are included in the management representation letter dated December 6, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matter. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the entity, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition or our retention as the entity's auditors.

Other Matters

We applied certain limited procedures to Management’s Discussion and Analysis and required supplementary information (RSI) as listed in the table of contents, which are RSI that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of the Board and management of Nibley City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Larson & Company, PC

Spanish Fork, Utah
December 6, 2023

Internal control findings – Current year

There were no internal control findings noted in the current year.

State compliance findings – Current year

There were no state compliance findings noted in the current year.

Internal control findings – Prior year

There were no internal control findings noted in the prior year.

State compliance findings – Prior year

There were no state compliance findings noted in the prior year.

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Nibley City



BASIC FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT

For the Year Ended June 30, 2023

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**NIBLEY CITY
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INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and
City Council Members
Nibley City, Utah

Report on the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Nibley City, Utah, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Nibley City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Nibley City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Nibley City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Nibley City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a

substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Nibley City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Nibley City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis comparison information, and other required supplementary information as indicated in the Table of Contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 6, 2023, on our consideration of Nibley City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Nibley City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Nibley City's internal control over financial reporting and compliance.

Larson & Company, PC

Larson & Company, PC

Spanish Fork, Utah
December 6, 2023

Nibley City

Management's Discussion and Analysis

For the Year Ending June 30, 2023

This Management Discussion and Analysis (MD&A) of Nibley City's financial performance is designed to assist readers in understanding the City's basic financial statements the relationship of different types of statements, and the significant differences in the information they provide. The MD&A will identify changes in the City's ability to address the next and subsequent years financial needs based on currently known facts, and is best understood if read in conjunction with Nibley City's basic financial statements.

Financial highlights as of the close of FY 2023

During the year 2023 the total net position of the City increased by \$4,927,810 to a total of \$52,882,453. The governmental net position increased by \$4,028,719 and the business-type net position increased by \$899,091.

The total net position (governmental and business-type activities) of the City consists of \$37,804,617 in capital assets, net of related debt, \$5,059,644 in restricted net position and \$10,018,192 in unrestricted net position.

The total long-term liabilities of the City decreased by \$178,571, which includes the net pension liability, during the fiscal year 2023. Regular principal payments were made on existing bonds and notes.

Reporting the City as a whole

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed so that all governmental and business-type activities are reported in columns, which add to a total for the primary government. The Statement of Net Position provides bottom line results of the City's activities as a whole and presents a longer-term view of the City's finances. The Statement of Net Position and the Statement of Activities report information about Nibley City's financial position and activities in the following categories.

Governmental activities – The governmental activities of the City include general government, public safety, parks and recreation, and public works.

Business-type activities – these include the water, sewer, storm water utilities, as well as the municipal building authority.

Refer to the table of contents for the location of the Government-wide financial statements.

Fund Financial Statements

Funds are accounting devices that the City uses to keep track of specific sources of funding and spending for particular purposes. The fund financial statements provide detailed information that focus on the most significant funds rather than the City as a whole. Major funds are separately reported to control and manage money and to show that legal responsibilities are met for certain taxes, grants, and other designated funds. Nibley City uses the following types of funds:

Nibley City

Management's Discussion and Analysis

For the Year Ending June 30, 2023

Governmental Funds – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term effect of the city's near-term financing decisions. Both the governmental balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The only governmental funds (as determined by generally accepted accounting principles) are the General Fund and the Capital Projects Fund. The City's only non-major fund is the First Responder Fund.

Proprietary Funds – The City maintains four proprietary funds, all enterprise funds, to account for its Water, Sewer, Storm Water Utilities, and the Municipal Building Authority operations. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. As determined by general accepted accounting principles, the Water, Sewer, Storm Water utilities, and the Municipal Building Authority all meet the criteria for major fund classification.

Fiduciary Funds – Fiduciary funds are used to account for resources held for the benefit of parties outside the government. The City currently has no fiduciary funds.

Notes to the Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Refer to the table of contents for the location of the fund financial statements and notes to the financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning Nibley City.

Government-wide financial analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of Nibley City, assets exceeded liabilities by \$52,882,453 at the close of the most recent fiscal year.

By far the largest portion of the City's net position (71 percent) reflects its investment in capital assets (e.g., land, buildings, machinery & equipment, and infrastructure), less depreciation and any debt used to acquire those assets that is still outstanding. Nibley City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Nibley City
Management's Discussion and Analysis
For the Year Ending June 30, 2023

The following schedules present summarized information from the Statement of Net Position and the Statement of activities.

Nibley City's Net Position

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and other assets	\$10,745,014	\$ 8,773,216	\$ 6,142,505	\$ 5,530,797	\$16,887,519	\$ 14,304,013
Capital assets	23,085,616	22,844,650	17,643,698	17,927,696	40,729,314	40,772,346
Deferred Outflows	174,668	118,630	67,288	45,700	241,956	164,330
Total assets	34,005,298	31,736,496	23,853,491	23,504,193	57,858,789	55,240,689
Other liabilities	459,881	2,014,342	150,571	297,150	610,452	2,311,492
Long-term liabilities outstanding	173,039	81,524	3,179,223	3,449,309	3,352,262	3,530,833
Deferred Inflows	1,011,792	1,308,763	1,830	134,958	1,013,622	1,443,721
Total liabilities	1,644,712	3,404,629	3,331,624	3,881,417	4,976,336	7,286,046
Net Position:						
Net Investment in Capital Assets	23,085,616	22,844,650	14,719,001	14,719,999	37,804,617	37,564,649
Restricted	2,907,207	2,077,002	2,152,437	2,011,674	5,059,644	4,088,676
Unrestricted	6,367,763	3,410,215	3,650,429	2,891,103	10,018,192	6,301,318
Total Net Position	\$32,360,586	\$ 28,331,867	\$ 20,521,867	\$ 19,622,776	\$52,882,453	\$ 47,954,643

A portion of Nibley City's net position (10 percent) represents resources that are subject to external restrictions on how they may be used.

At the end of the year, Nibley City is able to report positive balances in all three categories of net position.

Nibley City's Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Revenues:						
Program revenues:						
Charges for services	\$ 3,534,578	\$ 2,677,786	\$ 2,723,205	\$ 2,488,447	\$ 6,257,783	\$ 5,166,233
Operating grants and contribs	6,934	5,500	-	-	6,934	5,500
Capital grants and contribs	1,163,126	3,970,015	498,480	2,790,172	1,661,606	6,760,187
General revenues:						
Property taxes	982,918	795,906	-	-	982,918	795,906
Sales taxes	1,387,313	1,285,298	-	-	1,387,313	1,285,298
Other taxes	747,515	643,169	-	-	747,515	643,169
Impact fees	517,618	641,728	328,548	585,041	846,166	1,226,769
Unrestricted investment earnings	312,148	36,406	201,157	31,442	513,305	67,848
Other	126,524	3,326,076	93,043	140,367	219,567	3,466,443
Total revenues	8,778,674	13,381,884	3,844,433	6,035,469	12,623,107	19,417,353
Expenses:						
Highways and streets	939,711	906,224	-	-	939,711	906,224
Administration	598,213	585,771	-	-	598,213	585,771
Sanitation	603,743	585,916	-	-	603,743	585,916
Public Safety	503,861	461,069	-	-	503,861	461,069
Public works	403,110	337,138	-	-	403,110	337,138
Non-departmental	487,965	437,360	-	-	487,965	437,360
Planning and zoning	332,013	280,066	-	-	332,013	280,066
Culture, parks, and recreation	425,566	362,405	-	-	425,566	362,405
Legislative	50,977	55,856	-	-	50,977	55,856
Community development	404,796	316,985	-	-	404,796	316,985
Water	-	-	1,018,023	893,706	1,018,023	893,706
Sewer	-	-	1,589,725	1,377,173	1,589,725	1,377,173
Municipal building authority	-	-	71,271	71,983	71,271	71,983
Storm water	-	-	266,323	273,310	266,323	273,310
Total expenses	4,749,955	4,328,790	2,945,342	2,616,172	7,695,297	6,944,962
Increase (decrease) in Net Position	4,028,719	9,053,094	899,091	3,419,297	4,927,810	12,472,391
Net Position - Beginning	28,331,867	19,278,773	19,622,776	16,203,479	47,954,643	35,482,252
Net Position - Ending	\$ 32,360,586	\$ 28,331,867	\$ 20,521,867	\$ 19,622,776	\$ 52,882,453	\$ 47,954,643

Nibley City

Management's Discussion and Analysis

For the Year Ending June 30, 2023

Financial Analysis of the Government's Funds

Governmental funds

The focus of Nibley City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Nibley City's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the year.

At the end of the year, Nibley City's governmental funds reported combined ending fund balance of \$9,278,094, an increase of \$3,723,487 in comparison with the prior year. Approximately 17 percent of this amount (\$1,550,637) constitutes unreserved fund balance, which is available for spending at the government's discretion. The remainder of fund balance is reserved to indicate that it is not available for new spending because it has already been committed.

The general fund is the chief operating fund of Nibley City. All activities which are not required to be accounted for either by state or local ordinance or by a desire to maintain a matching of revenues and expenditures are accounted for in this fund. At the end of the current year, unreserved fund balance of the general fund was \$1,550,637. As a measure of the general fund's liquidity, it may be useful to compare unreserved fund balance and total fund balance to total fund expenditures. Unreserved fund balance represents 35 percent of total general fund revenues.

Taxes continue to be the largest source of revenue in the General Fund and represent 47 percent of total general fund revenues. The two largest elements of taxes are property taxes and sales taxes. Combined, they represent 76 percent of total tax revenues and 36 percent of total general fund revenues.

Proprietary funds

Nibley City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the proprietary funds at the end of the year amounted to \$3,650,429.

General Fund Budgetary Highlights

During the current fiscal year the General Fund budget for revenue was \$5,408,650. The actual revenue was \$6,609,639. This resulted in a favorable variance of \$1,200,989 for revenue. The General Fund budget for expenditures was \$6,013,650. The actual expenditures were \$4,000,171. This resulted in a favorable variance of \$2,013,479 for expenditures. Overall, the City had a favorable variance for the excess of revenues over expenditures of \$3,214,468.

Capital Asset and Debt Administration

Capital assets

Nibley City's investment in capital assets for its governmental and business-type activities as of June 30, 2023, amounts to \$40,729,314 (net of accumulated depreciation). This investment in capital assets includes land, land improvements, buildings, machinery and equipment, park facilities, roads and infrastructure (streets, sidewalks, curb and gutter, etc.). The total decrease in Nibley City's investment in capital assets for the current year was \$43,032 and depreciation expense was \$1,528,755.

Nibley City
Management's Discussion and Analysis
For the Year Ending June 30, 2023

Nibley City's Capital Assets
(net of depreciation)

	Governmental		Business-type		Total	
	2023	2022	2023	2022	2023	2022
Land and water rights	\$ 7,427,833	\$ 7,427,833	\$ 508,132	\$ 508,132	\$ 7,935,965	\$ 7,935,965
Buildings and improvements	10,723,453	10,605,989	16,611,742	16,777,514	27,335,195	27,383,503
Machinery and equipment	234,764	213,402	442,127	560,353	676,891	773,755
Infrastructure	4,699,566	4,597,426	-	-	4,699,566	4,597,426
Construction in progress	-	-	81,697	81,697	81,697	81,697
Total	\$ 23,085,616	\$ 22,844,650	\$ 17,643,698	\$ 17,927,696	\$ 40,729,314	\$ 40,772,346

Additional information on Nibley City's capital assets can be found in the notes to the financial statements.

Long-term debt

At the end of the current year, Nibley City had long term debt outstanding of \$3,225,701. The debt represents both general obligation bonds and revenue bonds secured solely by specified revenue sources, capital leases payable, notes payable, and/or compensated absences.

Nibley City's Outstanding Debt

	Governmental		Business-type		Total	
	2023	2022	2023	2022	2023	2022
Compensated absences	\$ 81,675	\$ 81,524	\$ 18,026	\$ 41,309	\$ 99,701	\$ 122,833
Revenue bonds	-	-	3,126,000	3,408,000	3,126,000	3,408,000
Total	\$ 81,675	\$ 81,524	\$ 3,144,026	\$ 3,449,309	\$ 3,225,701	\$ 3,530,833

Additional information on Nibley City's debt can be found in the notes to the financial statements.

Requests for Information

This financial report is designed to provide a general overview of Nibley City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Nibley City, 455 West 3200 South, Nibley, Utah 84321.

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Basic Financial Statements

The basic financial statements include integrated sets of financial statements as required by accounting principles generally accepted in the United States of America. The statements include:

- Government-wide financial statements
- Fund financial statements
 - o Governmental funds
 - o Proprietary (enterprise) funds

Nibley City
Government-wide Statement of Net Position
As of June 30, 2023

	Primary Government		
	Governmental	Business-type	Totals
	Activities	Activities	
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES			
Cash and cash equivalents	\$ 6,345,707	\$ 3,689,399	\$ 10,035,106
Receivables, net			
Taxes	1,301,287	-	1,301,287
Accounts	78,740	300,669	379,409
Intergovernmental	112,073	-	112,073
Restricted cash	2,907,207	2,152,437	5,059,644
Capital assets (net of accumulated depreciation):			
Land and water rights (not depreciated)	7,427,833	508,132	7,935,965
Buildings and improvements	10,723,453	16,611,742	27,335,195
Equipment	234,764	442,127	676,891
Infrastructure	4,699,566	-	4,699,566
Construction in progress (not depreciated)	-	81,697	81,697
Total assets	<u>33,830,630</u>	<u>23,786,203</u>	<u>57,616,833</u>
Deferred outflows of resources - pensions	174,668	67,288	241,956
Total Assets and Deferred Outflows of Resources	<u>34,005,298</u>	<u>23,853,491</u>	<u>57,858,789</u>
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES			
Accounts payable	459,881	130,182	590,063
Accrued interest payable	-	20,389	20,389
Current portion of compensated absences	28,586	9,554	38,140
Current portion of bonds payable	-	283,000	283,000
Non-Current:			
Compensated absences	53,089	8,472	61,561
Bonds payable	-	2,843,000	2,843,000
Net pension liability	91,364	35,197	126,561
Total liabilities	<u>632,920</u>	<u>3,329,794</u>	<u>3,962,714</u>
Deferred inflows of resources - property taxes	1,007,039	-	1,007,039
Deferred inflows of resources - pensions	4,753	1,830	6,583
Total Liabilities and Deferred Inflows of Resources	<u>1,644,712</u>	<u>3,331,624</u>	<u>4,976,336</u>
NET POSITION			
Net Investment in Capital Assets	23,085,616	14,719,001	37,804,617
Restricted	2,907,207	2,152,437	5,059,644
Unrestricted	6,367,763	3,650,429	10,018,192
Total Net Position	<u>\$ 32,360,586</u>	<u>\$ 20,521,867</u>	<u>\$ 52,882,453</u>

The notes to the financial statements are an integral part of this statement

Nibley City
Government-wide Statement of Activities
For the Year Ended June 30, 2023

Function/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Assets		
	Expenses	Charges for	Capital	Governmental	Business-type	Total
		Services	Operating Grants and Contributions			
Primary government:						
Governmental Activities:						
Highways and streets	\$ 939,711	\$ -	\$ 362,983	\$ (576,728)	\$ -	\$ (576,728)
Administration	598,213	180,482	422,216	4,485	-	4,485
Sanitation	603,743	616,585	-	12,842	-	12,842
Public safety	503,861	218,964	-	(284,897)	-	(284,897)
Public works	403,110	781,000	-	377,890	-	377,890
Non-departmental	487,965	-	-	(487,965)	-	(487,965)
Planning and zoning	332,013	99,580	-	(232,433)	-	(232,433)
Judicial	-	26,505	-	26,505	-	26,505
Culture, parks, and recreation	425,566	1,611,462	377,927	1,570,757	-	1,570,757
Legislative	50,977	-	-	(50,977)	-	(50,977)
Community development	404,796	-	-	(404,796)	-	(404,796)
Total Governmental Activities	4,749,955	3,534,578	6,934	(45,317)	-	(45,317)
Business-type Activities:						
Water fund	1,018,023	997,241	215,765	-	194,983	194,983
Sewer fund	1,589,725	1,461,077	148,504	-	19,856	19,856
Storm water fund	266,323	-	134,211	-	(132,112)	(132,112)
Municipal building authority	71,271	264,887	-	-	193,616	193,616
Total Business-type Activities	2,945,342	2,723,205	498,480	-	276,343	276,343
Total Primary Government	\$ 7,695,297	\$ 6,257,783	\$ 6,934	\$ (45,317)	\$ 276,343	\$ 231,026
General revenues:						
Property tax				982,918	-	982,918
Sales tax				1,387,313	-	1,387,313
Franchise and other taxes				747,515	-	747,515
Interest income				312,148	201,157	513,305
Impact fees				517,618	328,548	846,166
Transfers				-	-	-
Gain (loss) on sale of capital assets				-	-	-
Miscellaneous				126,524	93,043	219,567
Total general revenues and transfers				4,074,036	622,748	4,696,784
Change in net position				4,028,719	899,091	4,927,810
Net Position - Beginning				28,331,867	19,622,776	47,954,643
Prior period adjustment				-	-	-
Net Position - Ending				\$ 32,360,586	\$ 20,521,867	\$ 52,882,453

The notes to the financial statements are an integral part of this statement

Nibley City
Balance Sheet – Governmental Funds
As of June 30, 2023

	General Fund	Capital Project Fund	First Responder Fund (Nonmajor)	Total Governmental Funds
ASSETS				
Cash and cash equivalents	\$ 1,448,983	\$ 4,909,488	\$ (12,764)	\$ 6,345,707
Restricted cash	2,834,870	-	72,337	2,907,207
Receivables:				
Taxes	1,301,287	-	-	1,301,287
Accounts	65,976	-	12,764	78,740
Intergovernmental	112,073	-	-	112,073
Total assets	<u>5,763,189</u>	<u>4,909,488</u>	<u>72,337</u>	<u>10,745,014</u>
LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	370,643	89,238	-	459,881
Deferred inflows of resources	1,007,039	-	-	1,007,039
Total liabilities and deferred inflows	<u>1,377,682</u>	<u>89,238</u>	<u>-</u>	<u>1,466,920</u>
Fund balances:				
Restricted - Impact fees/Capital outlay	2,834,870	-	-	2,834,870
Restricted - First responders	-	-	72,337	72,337
Assigned - Capital outlay	-	4,820,250	-	4,820,250
Unassigned	1,550,637	-	-	1,550,637
Total fund balances	<u>4,385,507</u>	<u>4,820,250</u>	<u>72,337</u>	<u>9,278,094</u>
Total liabilities and fund balances	<u>\$ 5,763,189</u>	<u>\$ 4,909,488</u>	<u>\$ 72,337</u>	<u>\$ 10,745,014</u>

The notes to the financial statements are an integral part of this statement

Nibley City
Reconciliation of Total Governmental Fund Balances to
Government-wide Net Position
For the Year Ended June 30, 2023

Total fund balances - governmental fund types:	<u>\$ 9,278,094</u>
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets and net pension assets used in governmental activities are not financial resources and, therefore, are not reported in the funds:	23,085,616
Deferred inflows and outflows of resources, an acquisition or consumption of net position that applies to future periods, is not shown in the fund statements.	
Deferred outflows of resources relating to pensions	174,668
Deferred inflows of resources relating to pensions	(4,753)
Long-term liabilities, including bonds payable, compensated absences, and/or lease obligations are not due and payable in the current period and therefore are not reported in the funds.	
Compensated Absences	(81,675)
Net Pension Liability	<u>(91,364)</u>
Net Position of government activities	<u><u>\$ 32,360,586</u></u>

The notes to the financial statements are an integral part of this statement

Nibley City
Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Year Ended June 30, 2023

	General Fund	Capital Project Fund	First Responder Fund (non-major)	Total Governmental Funds
REVENUES				
Taxes				
Sales taxes	\$ 1,387,313	\$ -	\$ -	\$ 1,387,313
Property taxes	982,918	-	-	982,918
Franchise taxes	452,736	-	-	452,736
Mass transit tax	294,779	-	-	294,779
Licenses and permits	179,923	-	-	179,923
Intergovernmental revenue	792,133	377,927	-	1,170,060
Charges for services	1,585,983	1,405,862	140,657	3,132,502
Fines and forfeitures	549,578	-	-	549,578
Interest income	203,508	107,527	1,113	312,148
Miscellaneous	180,768	9,425	-	190,193
Total revenues	<u>6,609,639</u>	<u>1,900,741</u>	<u>141,770</u>	<u>8,652,150</u>
EXPENDITURES				
Current:				
Culture, parks, and recreation	441,935	-	-	441,935
Highways and streets	293,107	-	-	293,107
Administration	598,213	-	-	598,213
Sanitation	603,743	-	-	603,743
Public works	403,110	-	-	403,110
Public safety	332,807	-	139,123	471,930
Non-departmental	260,636	-	-	260,636
Planning and zoning	332,013	-	-	332,013
Legislative	50,977	-	-	50,977
Community development	404,796	-	-	404,796
Capital outlay	278,834	633,885	-	912,719
Total expenditures	<u>4,000,171</u>	<u>633,885</u>	<u>139,123</u>	<u>4,773,179</u>
Excess revenues over (under) expenditures	<u>2,609,468</u>	<u>1,266,856</u>	<u>2,647</u>	<u>3,878,971</u>
Other financing sources (uses)				
Transfers in	-	1,330,000	-	1,330,000
Transfers out	(1,330,000)	-	-	(1,330,000)
Contributions to other government entities	(155,484)	-	-	(155,484)
Total other financing sources and uses	<u>(1,485,484)</u>	<u>1,330,000</u>	<u>-</u>	<u>(155,484)</u>
Excess of revenues and other sources over (under) expenditures and other uses	1,123,984	2,596,856	2,647	3,723,487
Fund balances - beginning of year	3,261,523	2,223,394	69,690	5,554,607
Fund balances - end of year	<u>\$ 4,385,507</u>	<u>\$ 4,820,250</u>	<u>\$ 72,337</u>	<u>\$ 9,278,094</u>

The notes to the financial statements are an integral part of this statement

Nibley City

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Government-wide Statement of Activities For the Year Ended June 30, 2023

Net changes in fund balances - total governmental funds	<u>\$ 3,723,487</u>
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	
Developer contributions of assets are also not reported in fund statements as they do not represent current resources, but rather are included with capital assets on the Statement of Net Position. This is the amount by which capital outlay and developer contributions of assets exceeded depreciation in the current period.	240,966
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Change in Compensated Absences	(151)
Pension benefits/pension expenses resulting from pension liability	<u>64,417</u>
Change in net position of governmental activities	<u><u>\$ 4,028,719</u></u>

The notes to the financial statements are an integral part of this statement

Nibley City
Statement of Net Position – Proprietary Funds
As of June 30, 2023

	Business-Type Activities - Enterprise Funds				Total
	Water Fund	Sewer Fund	Municipal Building Authority	Storm Water Fund	
ASSETS AND DEFERRED OUTFLOWS					
Current assets:					
Cash and cash equivalents:					
Unrestricted	\$ 1,292,588	\$ 2,007,074	\$ 30,014	\$ 359,723	\$ 3,689,399
Restricted	689,247	1,244,567	-	218,623	2,152,437
Receivables:					
Utilities (net of allowance)	138,049	137,953	-	24,667	300,669
Total current assets	2,119,884	3,389,594	30,014	603,013	6,142,505
Noncurrent assets:					
Property and Equipment:					
Land and water rights	193,008	305,124	10,000	-	508,132
Construction in Progress	-	-	-	81,697	81,697
Buildings and improvements	10,389,630	11,067,717	1,703,790	1,753,112	24,914,249
Machinery and equipment	437,196	903,813	77,854	237,966	1,656,829
Accumulated depreciation	(3,568,967)	(4,852,353)	(707,445)	(388,444)	(9,517,209)
Total noncurrent assets	7,450,867	7,424,301	1,084,199	1,684,331	17,643,698
Total assets	9,570,751	10,813,895	1,114,213	2,287,344	23,786,203
Deferred Outflows of Resources:					
Deferred outflows related to pensions	25,943	29,370	-	11,975	67,288
Total Assets and Deferred Outflows	9,596,694	10,843,265	1,114,213	2,299,319	23,853,491
LIABILITIES AND DEFERRED INFLOWS					
Current liabilities:					
Accounts payable	25,633	98,155	-	6,394	130,182
Accrued interest payable	-	-	20,389	-	20,389
Compensated absences - current	2,766	3,505	-	3,283	9,554
Current portion of bonds payable	-	260,000	23,000	-	283,000
Total current liabilities	28,399	361,660	43,389	9,677	443,125
Noncurrent liabilities:					
Advances to other funds	-	-	-	-	-
Net Pension Liability	13,570	15,364	-	6,263	35,197
Compensated absences	2,210	2,443	-	3,819	8,472
Bonds payable	-	2,337,000	506,000	-	2,843,000
Total noncurrent liabilities	15,780	2,354,807	506,000	10,082	2,886,669
Total liabilities	44,179	2,716,467	549,389	19,759	3,329,794
Deferred inflows of Resources:					
Deferred inflows related to pensions	705	799	-	326	1,830
Total Liabilities and Deferred Inflows	44,884	2,717,266	549,389	20,085	3,331,624
NET POSITION					
Net Investment in Capital Assets	7,450,867	5,087,301	578,199	1,602,634	14,719,001
Restricted:					
Bond reserve	-	421,118	-	-	421,118
Impact fees	689,247	823,449	-	218,623	1,731,319
Unrestricted	1,411,696	1,794,131	(13,375)	457,977	3,650,429
Total Net Position	\$ 9,551,810	\$ 8,125,999	\$ 564,824	\$ 2,279,234	\$ 20,521,867

The notes to the financial statements are an integral part of this statement

Nibley City
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2023

	Business-Type Activities - Enterprise Funds				Total Business Type
	Water Fund	Sewer Fund	Municipal Building Authority	Storm Water Fund	
Operating revenues:					
Services	\$ 880,819	1,461,077	\$ -	\$ 264,887	\$ 2,606,783
Connection fees	54,472	-	-	-	54,472
Other operating revenues	29,496	2,747	50,000	10,800	93,043
Total operating revenues	<u>964,787</u>	<u>1,463,824</u>	<u>50,000</u>	<u>275,687</u>	<u>2,754,298</u>
Operating expenses:					
Wages and benefits	108,595	89,840	-	90,341	288,776
Current expenses	654,568	1,141,771	-	108,402	1,904,741
Depreciation	254,860	358,114	49,925	67,580	730,479
Total operating expenses	<u>1,018,023</u>	<u>1,589,725</u>	<u>49,925</u>	<u>266,323</u>	<u>2,923,996</u>
Operating income	<u>(53,236)</u>	<u>(125,901)</u>	<u>75</u>	<u>9,364</u>	<u>(169,698)</u>
Nonoperating revenues (expenses):					
Impact fee income	193,793	134,755	-	-	328,548
Interest revenue	62,345	109,292	9,226	20,294	201,157
Development fee in lieu	61,950	-	-	-	61,950
Capital contributions	215,765	148,504	-	134,211	498,480
Interest expense	-	-	(21,346)	-	(21,346)
Total nonoperating revenues (expenses)	<u>533,853</u>	<u>392,551</u>	<u>(12,120)</u>	<u>154,505</u>	<u>1,068,789</u>
Change in net position	480,617	266,650	(12,045)	163,869	899,091
Total Net Position - Beginning	9,071,193	7,859,349	576,869	2,115,365	19,622,776
Total Net Position - Ending	<u>\$ 9,551,810</u>	<u>\$ 8,125,999</u>	<u>\$ 564,824</u>	<u>\$ 2,279,234</u>	<u>\$ 20,521,867</u>

The notes to the financial statements are an integral part of this statement

Nibley City
Statement of Cash Flows – Proprietary Funds
For the Year Ended June 30, 2023

	Business-Type Activities - Enterprise Funds				
	Water Fund	Sewer Fund	Municipal Building Authority	Storm Water Fund	Total
Cash Flows From Operating Activities					
Receipts from customers	\$ 966,554	\$ 1,456,908	\$ 50,000	\$ 275,260	\$ 2,748,722
Payments to suppliers	(647,786)	(1,175,648)	-	(227,189)	(2,050,623)
Payments to employees	(115,627)	(115,618)	-	(105,634)	(336,879)
Net cash provided (used) by operating activities	203,141	165,642	50,000	(57,563)	361,220
Cash Flows From Capital and Related Financing Activities					
Purchases of capital assets	(215,765)	(148,504)	-	(82,212)	(446,481)
Impact fee income	193,793	134,755	-	-	328,548
Development fee in lieu	61,950	-	-	-	61,950
Capital contributions from others	215,765	148,504	-	134,211	498,480
Principal paid on capital debt	-	(260,000)	(22,000)	-	(282,000)
Interest paid on capital debt	-	-	(22,040)	-	(22,040)
Net cash provided (used) by capital and related financing activities	255,743	(125,245)	(44,040)	51,999	138,457
Cash Flows From Investing Activities					
Interest received	62,345	109,292	9,226	20,294	201,157
Net cash provided (used) by investing activities	62,345	109,292	9,226	20,294	201,157
Net increase (decrease) in cash and cash equivalents	521,229	149,689	15,186	14,730	700,834
Cash and cash equivalents, July 1	1,460,606	3,101,952	14,828	563,616	5,141,002
Cash and cash equivalents, June 30	\$ 1,981,835	\$ 3,251,641	\$ 30,014	\$ 578,346	\$ 5,841,836
Cash and cash equivalents at end of year consists of:					
Unrestricted cash	\$ 1,292,588	\$ 2,007,074	\$ 30,014	\$ 359,723	\$ 3,689,399
Restricted cash	689,247	1,244,567	-	218,623	2,152,437
	\$ 1,981,835	\$ 3,251,641	\$ 30,014	\$ 578,346	\$ 5,841,836
Reconciliation of operating income to net cash provided (used) by operating activities:					
Operating income	\$ (53,236)	\$ (125,901)	\$ 75	\$ 9,364	\$ (169,698)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:					
Depreciation and amortization expense	254,860	358,114	49,925	67,580	730,479
Noncash change in pension/benefit expense	(9,568)	(10,833)	-	(4,419)	(24,820)
Decrease (increase) in accounts receivable	1,767	(6,916)	-	(427)	(5,576)
Increase (decrease) in accounts payable	6,782	(33,877)	-	(118,787)	(145,882)
Increase (decrease) in compensated absences	2,536	(14,945)	-	(10,874)	(23,283)
Total adjustments	256,377	291,543	49,925	(66,927)	530,918
Net cash provided (used) by operating activities	\$ 203,141	\$ 165,642	\$ 50,000	\$ (57,563)	\$ 361,220

The notes to the financial statements are an integral part of this statement

Notes to Financial Statements

The notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

Nibley City

Notes to the Financial Statements

For the Year Ended June 30, 2023

Note 1 – Summary of Significant Accounting Policies

The accompanying financial statements of Nibley City have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB).

The accompanying financial statements present the financial position of the various fund types and the results of their operations. The basic financial statements are presented for the year ended June 30, 2023.

Reporting Entity

Nibley City (the City) was incorporated under the laws of the state of Utah. The City operates by ordinance under the Mayor-Council form of government and provides such services as are authorized by its charter including public safety (police and fire), highways and streets, sanitation, recreation, public improvements, planning and zoning, and general administration. In addition, the City owns and operates water and sewer utilities.

Basis of Presentation

The government-wide financial statements report information on the financial position and all of the activities of the City. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of the given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific program. Program revenues include operating or capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Taxes and other items not properly included among program revenues are reported instead as general revenues. Fiduciary funds are not reported in the government-wide financial statements.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. The City applies expenses for restricted resources first when both restricted and unrestricted net position are available.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized as soon as it is both measurable and available. Revenue is considered to be available if it is collected within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, expenditures relating to compensated absences, and claims and judgements are recognized only when payment is due.

Nibley City

Notes to the Financial Statements

For the Year Ended June 30, 2023

Property taxes, state-shared revenue, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be available only when cash is received by the City.

The City has presented the following major governmental funds:

General Fund – is the main operating fund of the City. This fund is used to account for all financial resources not accounted for in other funds. All general tax revenues and other receipts that are not restricted by law or contractual agreement to some other fund are accounted for in this fund. General operating expenditures, fixed charges and capital improvement costs that are not paid through other funds are paid from the General Fund.

Capital Projects Fund – is used to account for fund received and expended for the acquisition or construction of capital facilities, improvements, and equipment (other than those financed by proprietary funds).

The City has presented the following major governmental funds:

Water Utility – is used to account for the activities of the City's water production, treatment, and distribution operations.

Sewer Utility – is used to account for the activities of the City's sewer treatment operations.

Storm Water Services – is used to account for the activities of the City's storm water runoff.

Municipal Building Authority – is used to account for the activities of some of the City's real estate.

Proprietary funds distinguish operating revenue and expenses from nonoperating items. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenue of our proprietary funds relates to charges to customers for sales and services. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as nonoperating revenue and expenses.

Net Position

As prescribed by GASB Statement No. 54, governmental funds report fund balance in classifications based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the funds can be spent.

Net position for governmental funds can consist of the following:

Nonspendable – Any nonspendable fund balance includes amounts that are (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash, for example: inventories, prepaid amounts, and long-term notes receivable.

Restricted – Any restricted fund balance includes amounts that are restricted for specific purposes stipulated by external resource providers, constitutionally or through enabling legislation. Restrictions may effectively be changed or lifted only with the consent of resource providers.

Nibley City

Notes to the Financial Statements

For the Year Ended June 30, 2023

Committed – Any committed fund balance includes amounts that can only be used for the specific purposes determined by a formal action of the City's highest level of decision-making authority, the Nibley City Council. Commitments may be changed or lifted only by the City taking the same formal action that imposed the constraint originally (for example: resolution or ordinance).

Assigned – Any assigned fund balance includes amounts intended to be used by the City for specific purposes that are neither restricted nor committed. Intent is expressed by (a) the Nibley City Council or (b) a body to which the governing body has delegated the authority to assign amounts. Assigned amounts also include all residual amounts in governmental funds (except negative amounts) other than the General Fund that are not classified as non-spendable, restricted, or committed.

Unassigned – The unassigned fund balance is the residual classification for the General Fund. This designation is also used in other governmental funds to report a negative fund balance.

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple net position classifications, net position is depleted in the order of restricted, committed, assigned, and unassigned, as needed unless the City Council has provided otherwise in its commitment or assignment actions.

Property Taxes

Cache County assesses all taxable property other than centrally-assessed property, which is assessed through the state by May 22nd of each year. The City must adopt a final tax rate prior to June 22nd, which is then submitted to the State for approval. Property taxes are due on November 30th. Delinquent taxes are subject to a penalty of 2% or \$10, whichever is greater. After January 16th of the following year, delinquent taxes and penalties bear interest at 6% above the federal discount rate from January 1st until paid.

Property tax revenues are recognized when they become measurable and available. Amounts available include those property tax receivables expected to be collected within 60 days after year end.

Short-term Interfund Receivables/Payables

During the course of operations, transactions occur which result in amounts owed to a particular fund by another fund, other than for goods provided or services rendered. These receivables and payables are classified as interfund receivables/payables on the balance sheet.

Internal Activity in the Government-Wide Financial Statements

Any internal activity between funds is eliminated for the presentation of the government-wide financial statements.

Compensated Absences

Under terms of administrative policy, regular, full-time, and permanent employees are granted paid time off (PTO) or vacation and sick leave in varying amounts which may be accumulated and paid upon separation from City service. Vested or accumulated PTO or vacation and sick leave that is due at year-end to terminated employees is reported as an expenditure and liability of the governmental fund that will pay it. Amounts of vested or accumulated PTO or vacation and sick leave that are not due and payable at year-end are reported only in the proprietary funds and in the government-wide financial statements. No liability is recorded for non-vesting rights to personal leave.

Nibley City

Notes to the Financial Statements

For the Year Ended June 30, 2023

Pensions

For purposes of measuring the net pension liability, deferred outflow of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) and additions to/deductions from URS's fiduciary net position have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Deferred Outflows/inflows of Resources

In addition to assets, financial statements will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. The City has one of these items that qualify for reporting in this category. Deferred outflows of resources related to pensions – includes a) net difference between projected and actual earnings on pension plan investments and b) City contributions subsequent to the measurement date.

In addition to liabilities, the financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. The City reports two of these items. Property taxes are reported as deferred inflows of resources since they are recognized as receivables before the period for which the taxes are levied. Deferred inflows of resources related to pensions – includes a) differences between expected and actual experience and b) changes of assumptions in the measurement of the net pension liability/asset. These amounts are also reported on the government-wide statement of net position.

Cash and Investments

The City considers all highly liquid investments maturing within three months of date of purchase to be cash equivalents. Cash balances are invested to the extent available. Investments include obligation of the U.S. Treasury, and repurchase agreements. Cash deemed to be in excess of immediate needs, other than cash and investments held for the City by trustees, is invested in the Utah State Public Treasurer's Investment Fund or in approved corporate bonds. Investments are stated at cost, which approximates fair market value.

Budget Amendments

Budgets are adopted on a basis consistent with generally accepted accounting principles. Annual budgets are adopted for governmental and proprietary fund types. Encumbrance accounting is not employed by the City in its governmental funds, therefore all annual appropriations lapse at fiscal year-end. Project length financial plans are adopted for all capital projects.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at June 30, 2023, and revenues and expenses during the year then ended. The actual results could differ from those estimates.

Nibley City
Notes to the Financial Statements
For the Year Ended June 30, 2023

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental and business-type activities columns in the government-wide financial statements and in the fund financial statements for the proprietary funds. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at their fair market value on the date donated. Repairs and maintenance are recorded as expenses. Renewals and betterments are capitalized. Interest has not been capitalized during the period on property, plant, and equipment in the governmental funds.

Assets, having an original cost of \$5,000 or more are capitalized. Depreciation has been calculated on each class of depreciable property other than infrastructure using the straight-line method. Estimated useful lives are as follows:

Buildings and improvements	25-50 Years
Improvements other than buildings	7-50 Years
Machinery and equipment	5-20 Years
Infrastructure	15-40 Years

Transactions Between Funds

Legally authorized transfers are treated as interfund transfers and are included in the results of operations in the City funds.

Cash and Cash Equivalents

For the purpose of the Statement of Net Position, the term “cash and cash equivalents” includes all demand deposit accounts, savings accounts, or other short-term, highly-liquid investments. For the purposes of the Statement of Cash Flows, the enterprise funds consider all highly-liquid investments (including restricted position) with original maturities of three months or less to be cash equivalents.

Restricted cash and equivalents are deposits or investments that have external restrictions placed on them which dictate how those funds may be spent.

Note 2 – Deposits and Investments with Financial Institutions

The City follows the requirements for the Utah Money Management Act (*Utah Code*, Section 51, Chapter 7) in handling its depository and temporary investment transactions. This Act requires the depositing of City funds in a “qualified depository.” The Act defines a “qualified depository” as any financial institution whose deposits are insured by an agency of the federal government, and which has been certified by the Utah Commissioner of Financial Institutions as meeting the requirement of the Act and adhering to the rules of the Utah Money Management Council. Following are discussions of the City’s exposure to various risks related to its cash management activities.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that in the event of a bank failure, the City’s deposits may not be recovered. The City does not have a formal deposit policy for custodial credit risk. None of the City’s bank deposits were uninsured or uncollateralized on June 30, 2023.

Nibley City
Notes to the Financial Statements
For the Year Ended June 30, 2023

Credit Risk

Credit risk is the risk that the counterparty to an investment will not fulfill its obligations. The City's policy for limiting the credit risk of investments is to comply with the Money Management Act. The Act requires investments transactions to be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities. Permitted investments include deposits of qualified depositories; repurchase agreements; commercial paper that is classified as "first-tier" by two nationally recognized statistical rating organizations, one of which must be Moody's Investor Services or Standard & Poors; bankers acceptances; obligations of the U.S. Treasury and U.S. Government sponsored enterprises; bonds and notes of political subdivisions of the State of Utah; fixed rate corporate obligations and variable rate securities rated "A" or higher by two nationally recognized statistical rating organizations as defined in the Act.

The City is authorized to invest in the Utah Public Treasurer's Investment Fund (PTIF), an external pooled investment fund managed by the Utah State Treasurer and subject to the Act and Council requirements. The PTIF is not registered with the SEC as an investment company, and deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah. The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses, net of administration fees, of the PTIF are allocated based on the participants' average daily balances. The fair value of the City's position in the pool is the same as the value of its pool shares. The PTIF has not been rated.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The local government's policy to limit this risk is to adhere to the rules of the Money Management Council.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an instrument. The City manages its exposure to declines in fair value by investment mainly in the PTIF and adhering to the Money Management Act. The Act requires that the remaining term to maturity of investments maturity of investments may not exceed the period of availability of the funds to be invested.

As of June 30, 2023 the government had the following investments and maturities:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Maturity</u>
PTIF	\$15,038,930	less than 1 year

Investments are measured at fair value on a recurring basis. *Recurring* fair value measurements are those the Governmental Standards Board (GASB) Statements require or permit in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The City's investments of \$15,038,930 are with the Utah PTIF as aforementioned and are considered Level 2 inputs.

The deposits and investments described above are included on the Statement of Net Position as per the following reconciliation:

Nibley City
Notes to the Financial Statements
For the Year Ended June 30, 2023

Reconciliation to Government-wide Statement of Net Assets:			
Deposits	Deposits	\$	55,620
Investments	Investments		15,038,930
Cash on hand	Cash on hand		200
	Total		<u>\$ 15,094,750</u>
Government - Wide			
Cash and Cash Equivalents	Unrestricted	\$	10,035,106
Restricted Cash	Restricted		5,059,644
	Total		<u>\$ 15,094,750</u>

Note 3 – Legal Compliance – Budgets

On or before the first scheduled City council meeting in May, all agencies of the City submit requests for appropriation to the City’s financial officer so that a budget may be prepared. The budget is prepared by fund, function, and activity, and includes information and the past year, current year estimates, and requested appropriations for the next fiscal year.

The proposed budget is presented to the City council for review at the first scheduled meeting in May. The City council holds public hearings and may add to, subtract from, or change appropriations, but may not change the form of the budget. Any changes to the budget must be within the revenues and reserves estimated as available by the City financial officer or the revenue estimates must be changed by an affirmative vote of a majority of the City council. Within 30 days of adoption, the final budget must be submitted to the Utah State Auditor. If there is no increase to the certified tax rate, a final rate is adopted by June 22nd and adoption of budgets is done similarly.

State statute requires that City officers shall not make or incur expenditures or encumbrances in excess of total appropriations for any department in the budget as adopted or subsequently amended.

Nibley City
Notes to the Financial Statements
For the Year Ended June 30, 2023

Note 4 – Capital Assets

Capital Asset activity for the year ended June 30, 2023 was as follows:

	<u>June 30, 2022</u>	<u>Additions</u>	<u>Retirements</u>	<u>June 30, 2023</u>
Governmental Assets				
Assets not Depreciated				
Land	\$ 7,427,833	\$ -	\$ -	\$ 7,427,833
Assets Being Depreciated				
Building & Improvements	18,353,853	716,516	-	19,070,369
Infrastructure	5,635,512	262,914	-	5,898,426
Machinery & Equipment	1,861,228	59,813	-	1,921,041
Total Governmental Assets	33,278,426	1,039,243	-	34,317,669
Accumulated Depreciation				
Building and Improvements	(7,747,864)	(599,052)	-	(8,346,916)
Infrastructure	(1,038,086)	(160,774)	-	(1,198,860)
Machinery & Equipment	(1,647,826)	(38,451)	-	(1,686,277)
Total Accumulated Depreciation	(10,433,776)	(798,277)	-	(11,232,053)
Net Governmental Capital Assets	\$ 22,844,650			\$ 23,085,616
Business-Type Assets				
Assets not Depreciated				
Land and water rights	\$ 508,132	-	-	\$ 508,132
Construction in progress	81,697	-	-	81,697
Assets Being Depreciated				
Buildings & improvements	24,467,769	446,480	-	24,914,249
Machinery & Equipment	1,656,829	-	-	1,656,829
Total Business-Type Assets	26,714,427	446,480	-	27,160,907
Accumulated Depreciation				
Buildings & Improvements	(7,690,255)	(612,252)	-	(8,302,507)
Machinery & Equipment	(1,096,475)	(118,227)	-	(1,214,702)
Total Accumulated Depreciation	(8,786,730)	(730,479)	-	(9,517,209)
Net Business-Type Capital Assets	\$ 17,927,697			\$ 17,643,698

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental		Business-type	
General Government	\$ 31,931	Water	\$ 254,860
Public Safety	71,845	Sewer	358,114
Highways and Public Improvements	646,604	Storm drain	67,580
Parks and recreation	47,897	Municipal building	49,925
	<u>798,277</u>		<u>730,479</u>

Nibley City
Notes to the Financial Statements
For the Year Ended June 30, 2023

Note 5 – Long-term Debt

Long-term liability transactions for the fiscal year ended June 30, 2023, were as follows:

Type of Debt	Balance June 30, 2022	Additions	Deductions	Balance June 30, 2023	Due within one year
Governmental					
Compensated absences	\$ 81,524	\$ 151	\$ -	\$ 81,675	\$ 28,586
Business-Type Activities:					
Compensated absences	\$ 41,309	\$ -	\$ (23,283)	\$ 18,026	\$ 9,554
Revenue bonds					
2010 MBA lease revenue	\$ 551,000	\$ -	\$ (22,000)	\$ 529,000	\$ 23,000
2004 sewer revenue	2,857,000	-	(260,000)	2,597,000	270,000
	\$ 3,408,000	\$ -	\$ (282,000)	\$ 3,126,000	\$ 293,000

Details of long-term debt for business-type activities consists of the following:

Notes and bonds payable

2010 MBA lease revenue bonds

\$850,000 bond payable, due in various annual installments, including interest at 4%, through October 2042. The note is secured by land.

\$ 529,000

2004 sewer revenue bonds

\$7,739,000 bond payable, due in various annual installments bearing no interest, through May 2034. The note is secured by future sewer billings.

2,597,000

\$ 3,126,000

All revenue bonds are secured and collateralized by their respective future revenue streams.

The following is a summary of the annual payments to maturity for the business-type revenue bonds:

Year Ending June 30	Business-type Activities Bonds Payable	
	Principal	Interest
2024	\$ 293,000	\$ 25,840
2025	294,000	24,920
2026	295,000	23,960
2027	296,000	22,960
2028	297,000	21,920
2029-2033	1,400,000	92,480
2034-2038	186,000	59,320
2039-2043	65,000	7,280
Total	\$ 3,126,000	\$ 278,680

Nibley City
Notes to the Financial Statements
For the Year Ended June 30, 2023

Note 6 – Restricted Net Position /Fund Balance Classifications

Restricted net position represents amounts required to be maintained to satisfy third party agreements or legal requirements. On June 30, 2023 the City's enterprise funds held \$421,118 restricted for future bond payments, and \$1,731,319 for impact fees.

Pursuant to GASB No. 54 (see Note 1, *Net Position*) the governmental fund balances are classified as follows:

Restricted fund balance - \$2,907,207 for future roads, parks, first responders, and other projects.

Assigned fund balance - \$4,820,350 for future capital projects.

The remaining fund balance is unassigned.

Note 7 – Pension Plans

General information about the Pension Plan

Plan Description: Eligible plan participants are provided with pensions through the Utah Retirement Systems. Utah Retirement Systems are comprised of the following Pension Trust Funds:

Defined Benefit Plans

The **Public Employees Noncontributory Retirement System (Noncontributory System)** is a multiple employer, cost sharing, public employee retirement system.

The **Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System)** is a multiple employer, cost sharing, public retirement systems.

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have not previous credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Utah State Retirement Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code Grants the authority to establish and amend the benefit terms.

URS issues a publicly available financial report that can be obtained in writing Utah Retirement Systems, 560 E. 200 S, Salt Lake City, Utah 84102 or visiting the website: www.urs.org/general/publications.

Nibley City

Notes to the Financial Statements

For the Year Ended June 30, 2023

Summary of Benefits by System

Benefits provided: URS provides retirement, disability, and death benefits.

Retirement benefits are as follows:

Summary of Benefits by System

Retirement benefits are as follows:

System	Final Average Salary	Years of service required and/or age eligible for benefit	Benefit percent per year of service	COLA**
Noncontributory System	Highest 3 years	30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65	2.0% per year all years	Up to 4%
Tier 2 Public Employees System	Highest 5 years	35 years any age 20 years any age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.5%

* Actuarial reductions are applied.

** All post-retirement cost-of-living adjustments are non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.

Contribution Rate Summary

As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by state statute and specified by the Utah State Retirement Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates as of June 30, 2023 are as follows:

	Employee	Employer	Employer 401(k) Plan
Contributory System			
111-Local Government Division Tier 2	-	16.01%	0.18%
Noncontributory System			
15-Local Government Division Tier 1	-	17.97%	-
Tier 2 DC Only			
211-Local Government	-	6.19%	10.00%

***Tier 2 rates include a statutory required contribution to finance the unfunded actuarial accrued liability of the Tier 1 plans.

For fiscal year ended June 30, 2023, the employer and employee contributions to the Systems were as follows:

System	Employer Contributions	Employee Contributions
Noncontributory System	\$ 93,772	-
Tier 2 Public Employees System	65,747	-
Tier 2 DC Only System	20,381	-
Total Contributions	\$ 179,900	\$ -

Contributions reported are the URS Board-approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 Systems.

Nibley City
Notes to the Financial Statements
For the Year Ended June 30, 2023

Contributions reported are the URS board approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 Systems.

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Relating to Pensions

At June 30, 2023, we reported a net pension asset of \$0 and net pension liability of \$126,562.

	(Measurement Date): December 31, 2022				
	Net Pension Asset	Net Pension Liability	Proportionate Share	Proportionate Share December 31, 2019	Change (Decrease)
Noncontributory System	\$ -	\$ 104,100	0.0607796%	0.0576866%	0.0030930%
Tier 2 Public Employees System	-	22,462	0.0206280%	0.0239637%	-0.0033357%
Total Net Pension Asset / Liability	\$ -	\$ 126,562			

The net pension asset and liability was measured as of December 31, 2022, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2022 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the System during the plan year.

For the year ended June 30, 2023, we recognized pension expense of \$85,311.

At June 30, 2023 we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 42,896	\$ 891
Changes in assumptions	24,353	473
Net difference between projected and actual earnings on pension plan investments	77,722	-
Changes in proportion and differences between contributions and proportionate share of contributions	6,896	5,221
Contributions subsequent to the measurement date	90,086	-
Total	\$ 241,953	\$ 6,585

\$90,086 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2022. These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Deferred Outflows (inflows) of Resources
2023	\$ (16,489)
2024	\$ 6,553
2025	\$ 31,977
2026	\$ 113,698
2027	\$ 1,985
Thereafter	\$ 7,559

Nibley City
Notes to the Financial Statements
For the Year Ended June 30, 2023

Noncontributory System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2023, we recognized pension expense of 42,168.

At June 30, 2023, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 35,309	\$ -
Changes in assumptions	17,061	416
Net difference between projected and actual earnings on pension plan investments	68,666	-
Changes in proportion and differences between contributions and proportionate share of contributions	2,191	3,887
Contributions subsequent to the measurement date	48,690	-
Total	<u>\$ 171,917</u>	<u>\$ 4,303</u>

\$48,690 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2022.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, will be recognized in pension expense as follows:

<u>Year Ended December 31,</u>	<u>Deferred Outflows (inflows) of Resources</u>
2023	\$ (17,860)
2024	\$ 3,755
2025	\$ 27,580
2026	\$ 105,450
2027	\$ -
Thereafter	\$ -

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended June 30, 2023, we recognized pension expense of \$43,143.

At June 30, 2023, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 7,587	\$ 891
Changes in assumptions	7,292	57
Net difference between projected and actual earnings on pension plan investments	9,056	-
Changes in proportion and differences between contributions and proportionate share of contributions	4,706	1,334
Contributions subsequent to the measurement date	41,396	-
Total	<u>\$ 70,037</u>	<u>\$ 2,282</u>

Nibley City
Notes to the Financial Statements
For the Year Ended June 30, 2023

\$41,396 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2022.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, will be recognized in pension expense as follows:

Year Ended December 31,	Deferred Outflows (inflows) of Resources
2023	\$ 1,371
2024	\$ 2,798
2025	\$ 4,397
2026	\$ 8,248
2027	\$ 1,985
Thereafter	\$ 7,559

Actuarial Assumptions

The total pension liability in the December 31, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50 Percent
Salary Increases	3.25-9.75 percent, average, including inflation
Investment rate of return	6.85 percent, net of pension plan investment expense, including inflation

Mortality rates were adopted from an actuarial experience study dated January 1, 2020. The retired mortality tables are developed using URS retiree experience and are based upon gender, occupation, and age as appropriate with projected improvement using 80% of the ultimate rates from the MP-219 improvement assumption using a base year of 2020. The mortality assumption for active members is the PUB-2010 Employees Mortality Table for public employees, teachers, and public safety members, respectively.

The actuarial assumptions used in the January 1, 2022, valuation were based on an experience study of the demographic assumptions as of January 1, 2020, and a review of the economic assumptions as of January 1, 2021.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investments expense and inflation) are to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table.

Nibley City
Notes to the Financial Statements
For the Year Ended June 30, 2023

Asset Class	Allocation	Expected Return Arithmetic Basis	
		Real Return Arithmetic	Long-Term expected portfolio real
Equity securities	35%	6.58%	2.30%
Debt securities	20%	1.08%	0.22%
Real assets	18%	5.72%	1.03%
Private equity	12%	9.80%	1.18%
Absolute return	15%	2.91%	0.44%
Cash and cash equivalents	0%	0.11%	0.00%
Totals	100%		5.17%
	Inflation		2.50%
	Expected arithmetic nominal return		7.67%

The 6.85% assumed investment rate of return is comprised of an inflation rate of 2.50%, and a real return of 4.35% that is net of investment expense.

Discount rate: The discount rate used to measure the total pension liability was 6.85 percent. The projection of cash flow used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments, to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate.

Sensitivity of the proportionate share of the net pension asset and liability to changes in the discount rate: The following presents the proportionate share of the net pension liability calculated using the discount rate of 6.85 percent, as well as what the proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.85 percent) or 1-percentage-point higher (7.85 percent) than the current rate:

System	1% Decrease 5.85%	Discount Rate 6.85%	1% Increase 7.85%
Noncontributory System	\$ 656,074	\$ 104,100	\$ (357,103)
Tier 2 Public Employees System	98,145	22,462	(35,843)
Total	\$ 754,219	\$ 126,562	\$ (392,946)

*** Pension plan fiduciary net position: Detailed information about the pension plans fiduciary net position is available in the separately issued URS financial report.

Defined Contribution Savings Plans

The Defined Contribution Savings Plans are administered by the Utah Retirement Systems Board and are generally supplemental plans to the basic retirement benefits of the Retirement Systems, but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b), and 408 of the Internal Revenue Code. Detailed information regarding plan provisions is available in the separately issued URS financial report.

Nibley City participates in the following Defined Contribution Savings Plans with Utah Retirement Systems:

- *401(k) Plan
- *457(b) Plan
- *Roth IRA Plan

Nibley City
Notes to the Financial Statements
For the Year Ended June 30, 2023

Employee and employer contributions to the Utah Retirement Defined Contributions Savings Plan for fiscal year ended June 30, were as follows

	<u>2023</u>	<u>2022</u>	<u>2021</u>
401(k) Plan			
Employer Contributions	\$ 157,979	\$ 131,731	\$ 92,593
Employee Contributions	\$ -	\$ -	\$ -
457 Plan			
Employer Contributions	\$ -	\$ -	\$ -
Employee Contributions	\$ 7,575	\$ -	\$ -
Roth IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	\$ 76,514	\$ 61,278	\$ 49,676

Note 8 – Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The City participates in the Utah Local Government Insurance Trust (the Trust), a public entity risk pool to manage its risk of loss. The City pays an annual premium to the trust for its general insurance coverage. The trust was created to be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of one million dollars for each insured event. There have been no claim settlements that exceeded the City's coverage for the past three years.

Note 9 – Rounding Convention

A rounding convention to the nearest whole dollar has been applied throughout this report, therefore the precision displayed in any monetary amount is plus or minus \$1.

Note 10 – Subsequent Events

The City has evaluated events and transactions subsequent to the date of the audit report, which is the date the financial statements were available for issuance. No reportable events or transactions were noted.

Required Supplementary Information (Unaudited)

Required supplementary information includes financial information and disclosures that are required by GASB, but are not considered a part of the basic financial statement. Such information includes:

- Budgetary Comparison Schedule – General Fund
- Schedule of the Proportionate Share of the Net Pension Liability
- Schedule of Contributions – Pensions
- Notes to Required Supplementary Information

Nibley City

Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and actual

General Fund

For the Year Ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Over(Under)
	Original	Final		
REVENUES				
Taxes				
Sales taxes	\$ 1,000,000	\$ 1,000,000	\$ 1,387,313	\$ 387,313
Property taxes	840,000	840,000	982,918	142,918
Franchise taxes	325,000	325,000	452,736	127,736
Mass transit taxes	90,000.00	100,000	294,779	194,779
Licenses and permits	273,000	273,000	179,923	(93,077)
Intergovernmental revenue	693,750	693,750	792,133	98,383
Charges for services	1,588,000	1,588,000	1,585,983	(2,017)
Fines and forfeitures	414,000	414,000	549,578	135,578
Interest income	43,000	43,000	203,508	160,508
Miscellaneous	131,900	131,900	180,768	48,868
Total revenues	5,398,650	5,408,650	6,609,639	1,200,989
EXPENDITURES				
Current:				
Culture, parks, and recreation	477,500	477,500	441,935	(35,565)
Highways and streets	346,500	346,500	293,107	(53,393)
Administration	677,200	677,200	598,213	(78,987)
Sanitation	612,000	612,000	603,743	(8,257)
Public works	478,000	478,000	403,110	(74,890)
Public safety	336,700	336,700	332,807	(3,893)
Non-departmental	691,500	691,500	260,636	(430,864)
Planning and zoning	425,000	425,000	332,013	(92,987)
Legislative	56,500	56,500	50,977	(5,523)
Community development	402,750	402,750	404,796	2,046
Capital outlay	1,510,000	1,510,000	278,834	(1,231,166)
Total expenditures	6,013,650	6,013,650	4,000,171	(2,013,479)
Excess revenues over (under) expenditures	(615,000)	(605,000)	2,609,468	3,214,468
Other financing sources (uses)				
Beginning fund balance	1,876,000	1,876,000	-	-
Transfers in	-	-	-	-
Transfers out	(1,130,000.00)	(1,130,000)	(1,330,000)	200,000.00
Contributions to other government units	(90,000.00)	(90,000)	(155,484)	65,484.00
Total other financing sources and uses	656,000	656,000	(1,485,484)	200,000.00
Excess of revenues and other sources over (under) expenditures and other uses	\$ 41,000	\$ 51,000	1,123,984	\$ 1,174,984
Fund balances - beginning of year			3,261,523	
Fund balances - end of year			\$ 4,385,507	

Nibley City
Schedule of the Proportionate Share of the Net Pension Liability
 June 30, 2023
 Last 10 fiscal Years*

As of fiscal year ended June 30,	Proportion of the net pension liability (asset)	Proportionate share of the net pension liability (asset)	Covered employee payroll	Proportionate share of the net pension liability (asset) as a percentage of its covered employee payroll	Plan fiduciary net position as a percentage of its covered employee payroll
Noncontributory System					
2023	0.0607796%	\$ 104,100	\$ 417,688	24.92%	97.50%
2022	5.7686600%	(330,377)	377,370	-87.55%	108.70%
2021	0.0598456%	30,697	418,487	7.34%	99.20%
2020	0.0627981%	236,678	456,516	51.84%	93.70%
2019	0.0636569%	468,752	458,229	102.30%	87.00%
2018	0.0587781%	257,524	428,491	60.10%	91.90%
2017	0.0583695%	374,804	450,218	83.25%	87.30%
2016	0.0555285%	314,207	405,922	77.41%	87.80%
2015	0.0494244%	214,612	363,038	59.10%	90.20%
Tier 2 Public Employees System*					
2023	0.020628%	22,642	450,895	4.98%	92.30%
2022	2.396370%	(10,142)	445,097	-2.28%	103.80%
2021	0.024510%	3,525	391,633	0.90%	98.30%
2020	0.025559%	5,748	355,395	1.62%	96.50%
2019	0.024751%	2,182	424,465	0.90%	97.40%
2018	0.022127%	2,468	181,457	1.36%	95.10%
2017	0.031485%	(69)	203,382	-0.03%	100.20%
2016	0.035973%	(1,090)	176,450	-6.00%	103.50%

* In accordance with paragraph 81.a of GASB 68, employers will need to disclose a 10-year history of their proportionate share of the Net Pension Liability (Asset) in their RSI. The 10 year schedule will need to be built prospectively. The schedule above is only for the past 9 years.

Nibley City
Schedule of Contributions - Pensions
 June 30, 2023
 Last 10 fiscal Years*

As of fiscal year ended June 30,	Actuarial Determined Contributions	Relation to the contractually required contribution	Contribution deficiency (excess)	Covered employee payroll	Contributions as a percentage of covered employee payroll
Noncontributory System					
2016	\$ 79,330	\$ 79,330	\$ -	494,582	16.04%
2017	78,860	78,860	-	474,145	16.63%
2018	76,939	76,939	-	435,690	17.66%
2019	83,411	83,411	-	448,202	18.61%
2020	81,374	81,374	-	635,961	12.80%
2021	70,322	70,322	-	391,755	17.95%
2022	68,264	68,264	-	374,787	18.21%
2023	93,772	93,772	-	509,948	18.39%
Tier 2 Public Employees System*					
2016	28,838	28,838	-	216,329	13.33%
2017	32,391	32,391	-	236,683	13.69%
2018	39,264	39,264	-	259,434	15.13%
2019	55,751	55,751	-	358,761	15.54%
2020	54,487	54,487	-	347,118	15.70%
2021	65,932	65,932	-	422,185	15.62%
2022	77,394	77,394	-	477,486	16.21%
2023	65,747	65,747	-	410,664	16.01%
Tier 2 Public Employees DC Only System*					
2016	3,373	3,373	-	57,908	5.82%
2017	4,598	4,598	-	74,716	6.15%
2018	6,373	6,373	-	95,906	6.65%
2019	5,570	5,570	-	83,847	6.64%
2020	8,200	8,200	-	125,058	6.56%
2021	10,031	10,031	-	149,948	6.69%
2022	11,992	11,992	-	179,246	6.69%
2023	20,381	20,381	-	329,265	6.19%

* Contributions in Tier 2 include an amortization rate to help fund the unfunded liabilities in the Tier 1 systems. Tier 2 systems were created effective July 1, 2011

Paragraph 81.b of GASB 68 requires employers to disclose a 10-year history of contributions in RSI. The schedule above is only for the past 8 years. Contributions as a percentage of covered payroll may be different than the board certified rate due to rounding and other administrative practices.

Changes in Assumptions Related to Pensions

No changes were made in actuarial assumptions from the prior year's valuation.

Budgetary Comparison Schedules

The budgetary comparison schedule presented in this section of the report is for the City's General Fund.

Budgeting and Budgetary Control

Budgets for the General Fund are legally required and are prepared and adopted on the modified accrual basis of accounting.

Original budgets represent the revenue estimates and spending authority authorized by the City Commission prior to the beginning of the year. Final budgets represent the original budget amounts plus any amendments made to the budget during the year by the Council through formal resolution. Final budgets do not include unexpended balances from the prior year because such balances automatically lapse to unreserved fund balance at the end of each year.

Current Year Excess of Expenditures over Appropriations

For the year ended June 30, 2023 all departments and funds were within budgeted appropriations.

Additional Reports

Additional Auditor's Reports

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
- Independent Auditor's Report on Compliance and Report on Internal Control Over Compliance as Required by the State Compliance Audit Guide.

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INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Honorable Mayor and
City Council Members
Nibley City, Utah

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Nibley City, Utah (the “City”), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise Nibley City’s basic financial statements and have issued our report thereon dated December 6, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Nibley City’s internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Nibley City’s internal control. Accordingly, we do not express an opinion on the effectiveness of Nibley City’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Nibley City’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements.. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

LARSON & COMPANY, PC

Larson & Company

Spanish Fork, Utah

December 6, 2023



**INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE AND
REPORT ON INTERNAL CONTROL OVER COMPLIANCE
AS REQUIRED BY THE *STATE COMPLIANCE AUDIT GUIDE***

Honorable Mayor and
City Council Members
Nibley City, Utah

Report on Compliance with General State Compliance Requirements

We have audited Nibley City’s compliance with applicable general state compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor that could have a direct and material effect on the City for the year ended June 30, 2023

State compliance requirements were tested for the year ended June 30, 2023 in the following areas:

Budgetary Compliance
Fund Balance
Governmental Fees

Restricted Taxes and Related Revenues
Fraud Risk Assessment

Opinion on Compliance

In our opinion, Nibley City complied, in all material respects, with the state compliance requirements referred to above for the year ended June 30, 2023

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *State Compliance Audit Guide* (Guide). Our responsibilities under those standards and the State Compliance Audit guide are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Nibley City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of Nibley City’s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Nibley City’s government programs.

Auditor's Responsibility for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Nibley City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Guide will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Nibley City's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Nibley City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Nibley City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide* but not for the purpose of expressing an opinion on the effectiveness of Nibley City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

Our Consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or to detect and correct, noncompliance with a state compliance requirement on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the Guide. Accordingly, this report is not suitable for any other purpose.

LARSON & COMPANY, PC

Larson & Company, PC

Spanish Fork, Utah
December 6, 2023

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Agenda Item #8

Description	Discussion & Consideration: Resolution 24-06— Authorizing the Mayor of Nibley City or Designee to Vote on Behalf of Nibley City’s Interests regarding canal company water shares (First Reading)
Presenter	Justin Maughan, City Manager
Planning Commission Recommendation	N/A
Staff Recommendation	Approval of Resolution 24-06— Authorizing the Mayor of Nibley City or Designee to Vote on Behalf of Nibley City’s Interests regarding canal company water shares and waive the second reading.
Reviewed By	Mayor, City Manager

Background

Nibley City owns shares in several private canal Companies throughout the City and surrounding area. Each company is an independent entity with a board of directors and by-laws governing the company. Generally, yearly, each company will have a shareholder meeting where matters are discussed and voted on by the shareholders. Mayor and staff would like the Council to pass a resolution, assuring that the Mayor, or someone they designate, has the authority to represent Nibley City interests, and vote the shares on behalf of Nibley City.

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RESOLUTION 24-06

AUTHORIZING THE MAYOR OF NIBLEY CITY OR DESIGNEE TO VOTE ON BEHALF OF NIBLEY CITY'S INTERESTS REGARDING CANAL COMPANY WATERSHARES

WHEREAS, Nibley City owns shares in several private canal companies throughout the area; and

WHEREAS, each private canal company is governed by a board of directors and by-laws; and

WHEREAS, annually, each private canal company holds a shareholder meeting to discuss business matters and vote; and

WHEREAS, Nibley City wishes to authorize the Mayor, or their designee, to represent Nibley City interests and vote the shares on behalf of the city.

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

1. The Mayor of Nibley City, or their designee, shall have the authority to vote on the shares held by Nibley City.

PASSED AND ADOPTED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2024.

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

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Agenda Item #9

Description	Discussion & Consideration: Ordinance 24-03: Development Agreement with R & W ENTERPRISES INC, together with PROJECT VALOR to Allow Construction of One (1) Casita on Parcel 03-7020-0018, ILocated at 110 W 2600 S, to House Transitioning and/or Homeless Veterans Within a Legally Non-conforming Mobile Home Park, Setting Forth Conditions and Standards for Its Construction (Second Reading)
Presenter	Levi Roberts, City Planner
Planning Commission Recommendation	Approval of Ordinance 24-03: Development Agreement with R & W ENTERPRISES INC, together with PROJECT VALOR to allow construction of one (1) casita on Parcel 03-7020-0018, located at 110 W 2600 S, to house transitioning and/or homeless veterans within a legally non-conforming mobile home park, setting forth conditions and standards for its construction, adopting Staff's recommended findings with the condition that the property owner recieves no net profit from the lease of land for the Casita.
Staff Recommendation	Approval of Ordinance 24-03: Development Agreement with R & W ENTERPRISES INC, together with PROJECT VALOR to Allow Construction of One (1) Casita on Parcel 03-7020-0018, ILocated at 110 W 2600 S, to House Transitioning and/or Homeless Veterans Within a Legally Non-conforming Mobile Home Park, Setting Forth Conditions and Standards for Its Construction, and adopting Staff's recommended findings
Reviewed By	Mayor, City Manager, City Planner, City Engineer

No additional background since last meeting

Back ground from 2-22-24. Michael Fortune, representative of Project Valor, has proposed to use a vacant storage lot located within the Nibley Mobile Home Park for the purpose of placing a Boxabl Casita (see sample photo below) that would be used to house transitioning and/or homeless veterans (one at a time).



The applicant has proposed a development agreement which allows for the construction of the Casita, while providing certain terms and conditions for its construction.

The applicant provides the following additional justification for this application:

There are so many resources available for veterans, except what they need the most, a place to stay, housing, a home. We have been working on "Project Valor" for over a year and we have developed a program that we will take across the state of Utah. We choose to start our pilot program here in Cache Valley and our goal is to establish 25 to 35 of these homes throughout the state of Utah and end veteran homelessness by December 25, 2024 in Utah. We have the support of the property owner who has a strong desire to support our veterans. Additionally, we have local businesses and individuals that will assist us to clean up, improve/upgrade and landscape the lot, which will have a positive impact for the City of Nibley (not just by how it looks, but because of how it is used).

NCC 19.26.040 states the following:

No extension or addition shall be made to any structure containing a nonconforming use. However, a nonconforming use may be extended to include the entire floor area of the existing building in which it was conducted at the time the use became nonconforming. Additions or extensions may be made to a residential building which is nonconforming as to height, area or yard regulations, provided said addition conforms to all the requirements for the district in which it is located and does not increase the number of dwelling units or occupancy of the building. No nonconforming use of land shall be expanded or extended or increased in intensity of use, or accessory buildings constructed.

Because the construction of the casita would increase the number of dwelling units to a nonconforming use (mobile home park), The development agreement is necessary to allow its construction. UCA 10-9a- 532(2)(a)(iii) states:

A development agreement may not allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.

The proposed agreement includes the following summarized terms & conditions:

- Allows for 1 modular 'casita' unit that is no more than 722 sq ft to be built in a designated storage area within the mobile home park property, according to the proposed site plan.
- The casita must be used for housing of a United States military veteran.
- The casita must be setback 10' from the property line and 18' from other housing units. The 10' setback from the side and rear property line is in line with ADU setback standards.
- The casita must meet all building and fire codes and will require a building permit, the submission of which must occur within 1 year.

General Plan Guidance

Although allowing for the construction of the Casita, as described above, would be in violation of Nibley City Code provisions related to non-conforming uses, there are benefits to allowing its construction, in support of the goals of the general plan. Specifically, Residential Development and Housing Goal 3 states:

Continue to meet State and Federal Moderate Income Housing requirements, which will allow Nibley to provide suitable housing choices for a variety of individuals.

In addition, Strategy 7 of the Moderate-Income Housing Plan, an appendix to the General Plan is:

Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate

income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing

Allowing for the casita, dedicated to homeless or transitioning veterans would be in support of each goal and strategy by partnering with Project Valor, an entity that is focused on ending homelessness of Utah veterans and providing a suitable housing choice for such individuals.

Other Issues

The Public Works Department and City Manager has reviewed this request and has determined that the water usage is unusually high for the mobile home park, indicating that repairs are needed for this system (although it is currently unclear which specific repairs are needed). To address this issue, Staff is recommending that the applicant provides a plan for improving the private water system prior to issuance of certificate of occupancy for the Casita.

In addition to this, Planning Commission has made the recommendation that the property owner does not profit from the lease of this space for the Casita. They may charge for maintenance, utilities and related expenses, but no net profit would be allowed.

Both of these provisions are incorporated into the draft development agreement.

Recommended Findings

- In accordance with UCA 10-9a-- 532(2)(a)(iii), a development agreement may include provisions which are in conflict with adopted ordinances, provided that the agreement is adopted with the same process as changing the ordinance.
- Allowing for the Casita, as presented, is in support of Nibley City General Plan Residential Development and Housing Goal 3 and Moderate-Income Housing Plan Strategy 7.
- The Casita is expected to have minimal impact on surrounding properties and be compatible with surrounding land uses.
- The setback and size limitations of the proposed casita are within constraints of Nibley City's standards for accessory dwelling units.

ORDINANCE 24-03

DEVELOPMENT AGREEMENT WITH R & W ENTERPRISES INC, TOGETHER WITH PROJECT VALOR TO ALLOW CONSTRUCTION OF ONE (1) CASITA ON PARCEL 03-020-0018, LOCATED AT 110 W 2600 S, TO HOUSE TRANSITIONING AND/OR HOMELESS VETERANS WITHIN A LEGALLY NON-CONFORMING MOBILE HOME PARK, SETTING FORTH CONDITIONS AND STANDARDS FOR ITS CONSTRUCTION

WHEREAS, UCA 10-9-532(2)(a)(iii) provides that the City may enter into a development agreement which includes provisions which the City Code would otherwise prohibit provided that the agreement is approved in accordance with the same procedures for enacting a land use regulation under UCA 10-9a-502 ; and

WHEREAS, Allowing for the Casita, as presented, is in support of Nibley City General Plan Residential Development and Housing Goal 3 and Moderate-Income Housing Plan Strategy 7.

WHEREAS, The Casita is expected to have minimal impact on surrounding properties and be compatible with surrounding land uses.

WHEREAS, The setback and size limitations of the proposed casita are within constraints of Nibley City's standards for accessory dwelling units.

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

1. The attached NIBLEY CITY DEVELOPMENT AGREEMENT be approved.
2. The Agreement shall not take place until the Developer and City have signed the attached Agreement.
3. All ordinances, resolutions and polices 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 and law, order, resolution or ordinance or part thereof.

PASSED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2024.

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

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NIBLEY CITY DEVELOPMENT AGREEMENT

This Development Agreement (“**Agreement**”) is entered into by NIBLEY CITY (“**City**”) and R & W ENTERPRISES INC, a Utah corporation, together with PROJECT VALOR, a STATE 501(c)(3) non-profit organization (collectively, “**Developer**”), and is effective as of the date that it is executed by all parties, as shown by the signatures contained herein.

RECITALS

- A. Developer owns or otherwise has the right to develop certain property located within the City and seeks to develop the same (“**Development**”), containing approximately 5.36 acres, which property is more particularly described as:

Parcel 03-7020-0018

BEG IN S LN OF 2600 S ST AT PT E 382.59 FT OF PT BR S 33 FT & E 1320 FT FROM NW COR NE/4 SEC 21 T 11N R 1E & TH S 2*10'31" E 489.62 FT TH N89*50'47" E 494.03 FT TH N 2*30'24"W 488.41 FT TO S LN OF SD ST TH W 491.25 FT ALG SD ST TO BEG

LESS 0.17 AC TO NIBLEY CITY FOR ROAD IN BK 980 PG 194

- B. The Development is zoned under applicable City land use regulations as R-2 (“**Zoning**”) and currently has been developed as a legal non-conforming mobile home park.
- C. Developer desires to construct and/or install a single “Boxabl Casita” or similar pre-constructed dwelling unit structure (“**Casita**”) on a vacant storage area on the southeast corner of the Development, in order to house transitioning and/or homeless veterans.
- D. Developer has prepared preliminary and conceptual plans and documents for the Development, which plans show the proposed uses and other improvements for the Development (“**Development Plans**”), which Development Plans are attached and incorporated herein as Exhibit A.
- E. City has, determined that the approval of this Agreement with Developer, and the establishment thereby of specific requirements, elements, and aspects of the Development, some or all of which are not currently allowed under the Zoning, will result in benefits to the City and its residents that are not provided by the Zoning.
- F. The Parties therefore desire to enter into this Agreement in order to provide specific requirements, elements, conditions, and standards that will govern the Development.

TERMS

1. **Compliance with Regulations.**

- a. The Development remains subject to all terms, conditions, and requirements of the Zoning and all other applicable federal, state, county, and City laws, ordinances,

codes, standards, and land use regulations applicable to the Development and to any building, improvement, landscaping, excavation, or other work required or related to the Development, including but not limited to payment of fees and compliance with design, construction, and building and fire code standards. This Agreement does not grant any land use approval or land use permit, and Developer agrees to apply for all such required approvals and permits prior to commencing any work or construction.

- b. To the extent that the terms, conditions, and requirements of this Agreement and the Development Plans expressly modify or are in direct conflict with the Zoning or another City-adopted ordinance, standard, or land use regulation applicable to the Development, this Agreement shall control and take precedence, but only to the extent of the express modification or direct conflict.
 - c. Nothing herein alters the non-conforming status of the Development. Any restoration, reconstruction, redevelopment, or other change in use of any part of the Development, including the Casita, must comply with the Zoning and Nibley City Code (“NCC”) 19.26.
2. **Construction of Casita.** Developer shall be entitled to construct, install, place, locate, and maintain the Casita in a manner substantially similar to and in substantial compliance with the Development Plans, attached hereto, and the terms, conditions, and requirements set forth below. The express terms of this Agreement shall control and take precedence in the event of a conflict between the Development Plans and this Agreement.
- a. **Units.** No more than one (1) Casita may be installed pursuant to this Agreement. No other dwelling units are permitted to be constructed within the Development pursuant to this Agreement. Any other or additional dwelling units proposed to be constructed shall comply with the Zoning and Nibley City Code (“NCC”) 19.26.
 - b. **Veteran Housing.** The Casita shall be occupied by no more than one family, as defined by NCC. At least one person within such family must be a United States military veteran. Developer shall be responsible for verifying veteran status and shall confirm and document veteran status to City upon City’s reasonable request.
 - c. **Setbacks and Regulations:** The Casita shall be setback at least ten feet (10’) from property lines and public or private streets (top back of curb), and setback at least eighteen feet (18’) from all other homes, buildings, and structures. The Casita shall be limited to the following dimensions: 19 feet in width X 38 feet in length and shall be compliant with Americans with Disabilities Act (ADA) guidelines. The Casita shall have a maximum building footprint of 722 square feet and maximum height of 12 feet above finished grade. The Casita shall be provided with at least one (1) off-street parking space.
 - d. **Permits:** The Casita shall require a building permit and certificate of occupancy prior to construction and occupancy, respectively, of the Casita.

- e. Water Efficiency Improvement Plan: The Developer shall be required to submit a plan to significantly reduce or eliminate loss of water for the private water lines which service the mobile home park prior to certificate of occupancy of the Casita. The Plan shall detail specific capital improvements to be made to the system, including a time frame for installation.
 - f. Profitability: The property owner of the parcel shall not receive any profit from the rental of the space for the Casita. Utilities and maintenance fees associated with the use may be assessed, but no net monetary profit may be obtained from the rental of land for the Casita.
 - g. Design Elements: Developer agrees to construct and develop the Casita and related improvements according to the design elements and specifications as set forth in the Development Plans and this Agreement. Developer acknowledges that City is not authorized, under state law, to regulate design elements of one to two family dwellings without the request and agreement of Developer. Developer hereby requests and agrees to the imposition of such design elements in recognition of and in exchange for the benefits granted to Developer herein.
3. **Reserved Legislative Powers**. The execution of this Agreement and the establishment of the vested rights shall not prevent the City, pursuant to the exercise of its legislative authority and power, to amend, enact, or repeal any provision of the Zoning or any other ordinance, specification, standard, or code, provided that no such legislative action shall reduce or eliminate the Developer's vested rights under this Agreement unless facts and circumstances are present and specifically found by the governing body of the City that meet the compelling, countervailing public interest exception to the vested rights doctrine under Utah law. Any such proposed legislative action affecting the vested rights shall be of general application to all development activity in the City.
4. **Recordation**. This Agreement, including the Development Plans, shall be recorded against title to all real property that is included the Development prior to any further land use application, permit, or approval being sought for the Development. Developer shall ensure that there are no holders of interest that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar instruments, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish the fact of the recordation and of the priority of this Agreement prior to receiving any further approval related to the Development.
5. **Assignment; Successors Bound**. This Agreement may be assigned and transferred by Developer. This Agreement shall run with the land and be binding on and inure to the benefit of the successors and assigns of Developer, such that any person who obtains any right, title, or interest to any portion of the Development shall be bound by the rights and obligations of this Agreement and shall be responsible for performance of Developer's obligations related to such portion in the same manner as Developer. All assignees, transferees, and successors in interest shall be bound by all terms of this Agreement applicable to Developer as though such party were named herein as Developer.

6. **Modifications to Development.**

- a. Developer shall develop, construct, improve, and maintain the Casita in a manner substantially similar to and in substantial compliance with the Development Plans and this Agreement, provided that Developer may adjust the final placement or location of the Casita and other improvements within and upon the Development as necessary and as approved by the City through the City building permit review and approval processes, so long as such adjustments do not materially change the overall design and intent of the Development and comply with this Agreement.
 - b. In the event of a dispute between Developer and the City as to whether a change is “material,” no change, modification, or adjustment shall be made without express, written City approval of such change, modification, or adjustment.
7. **Term.** The term of this Agreement shall commence as of the Agreement’s effective date and shall continue until it is terminated, rendering the Development subject to the general zoning regulations applicable to the affected property, as set forth herein:

- a. The Agreement may be terminated due to the uncured breach or default of one of the parties hereto, subject to the provisions set forth in Section 15.
- b. The Agreement may be terminated by the mutual agreement of the parties.
- c. The Agreement may be terminated by the City if Developer fails to submit a building permit for the Casita within twelve (12) months after the effective date of this Agreement, or fails to obtain a certificate of occupancy for the Casita within twenty-four (24) months after the effective date of this Agreement.
- d. Developer may apply for an extension of the deadlines set forth in this Section from the governing body of the City, who may grant an extension, with such terms and conditions as the body finds expedient, upon a finding of good cause for the delay or extension.

8. **Default.**

- a. In the event of a breach or default of any term of this Agreement, the non-breaching party shall provide written notice to the breaching party. Such notice shall describe the alleged breach, the applicable provisions of this Agreement, and the actions necessary to remedy and cure the breach.
- b. Within 30 days after the date of such notice, the breaching party shall either:
 - i. cure the breach and notify the non-breaching party, in writing, of the actions taken to cure the breach; or
 - ii. notify the non-breaching party, in writing, why the breach cannot be cured within 30 days and establishing a reasonable time to cure such breach, with a description of the actions to be taken by the breaching party.

- c. In the event the breaching party does not cure the breach or default within the specified timeframes, the non-breaching party may declare this Agreement to be terminated and send written notice of such declaration to the breaching party.
9. **Severability.** Each provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provisions shall not affect the enforceability of any other provision hereof.
10. **No Waiver.** Failure of a party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise, at some future time, said right or any other right it may have hereunder, provided that this provision shall not operate to excuse Developer's non-compliance with the deadlines set forth in Section 14. No modification, waiver, or amendment to any right, term, condition, obligation, or provision of this Agreement shall be valid unless adopted through the process set forth in Section 13.
11. **Entire Agreement.**
 - a. This Agreement is the entire agreement between the Parties with respect to the Development and the special rights and obligations granted to and assumed by Developer related to the Development.
 - b. This Agreement shall supersede all prior agreements, conversations, understandings, contracts, and representations related to the Development or any term or provision of this Agreement. Neither party shall rely on or attempt to enforce any statement or representation, not contained herein, made by any person regarding the Development or Developer's rights and obligations thereto.
12. **Enforcement and Governing Law.** This Agreement may be enforced by any means available to the parties, subject to the notice and default provisions set forth in Section 15. This Agreement shall be governed by the laws of the State of Utah, and any court proceedings shall be brought in the First Judicial District Court of the State of Utah. Prior to initiating any such litigation, the parties shall first attempt to mediate or seek an advisory opinion regarding any dispute related to this Agreement through the Utah Property Rights Ombudsman's office or another qualified mediator that both parties agree upon. A party that prevails in any litigation following such mediation or opinion regarding this Agreement shall be entitled to recover their reasonable court costs and attorney fees related to the litigation.
13. **Third Parties.** This Agreement is intended for the sole benefit of the named parties thereto. No third party, except for permitted assignees, transferees, and successors-in-interest, shall have any right to enforce any of the terms or obligations herein contained.
14. **Representations.** The persons signing this Agreement on behalf of the parties represent and warrant that they have the authority and authorization to execute the Agreement on behalf of the respective party such that the party will be bound by all rights, obligations, terms, and conditions herein, and that all steps, requirements, and processes necessary for a party to approve and execute the Agreement have each been completed.

For Nibley City:
By: _____
Mayor
Date: _____

Attested by:

City Recorder

For Developer: R & W ENTERPRISES INC
By: _____
Name: _____

Date: _____
Title: _____

STATE OF UTAH)
: ss
County of _____)

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

NOTARY PUBLIC

For Developer: PROJECT VALOR
By: _____
Name: _____

Date: _____
Title: _____

STATE OF UTAH)
: ss
County of _____)

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

NOTARY PUBLIC

BOXABL CASITA B

PREFABRICATED MODULAR DWELLING UNITS

DRAWING INDEX

REVISIONS	Sheet Number	Sheet Title
00-00-00	0202-0110	
00-00-00		
00-00-00		
	G1.0	COVER SHEET
	G2.0	ENERGY CALCS
	G2.1	ENERGY CALCS
		ARCHITECTURAL
	A1.0	FLOOR PLAN
	A2.0	EXTERIOR ELEVATIONS
	A3.0	WALL SECTIONS
		MECHANICAL
	M1.0	MECHANICAL NOTES, SYMBOLS, AND ABBREVIATIONS
	M2.0	MECHANICAL PLANS
	M3.0	MECHANICAL DETAILS
		ELECTRICAL
	E0-1	SYMBOL LIST, GENERAL NOTES & SPECIFICATIONS
	E1-0	ELECTRICAL PLANS
		PLUMBING
	P1.0	PLUMBING NOTES, SYMBOLS, AND ABBREVIATIONS
	P2.0	PLUMBING PLANS
	P3.0	PLUMBING DETAILS

SCOPE OF WORK

- WORK TO INCLUDE:
 - THESE UNITS ARE PREFABRICATED FACTORY BUILT ACCESSORY DWELLING UNITS. PLUMBING, ELECTRICAL & HVAC ARE PRE-INSTALLED, AND ARE CONNECTED TO INCOMING UTILITIES WHEN THE UNIT IS SET ON SITE.
 - FOUNDATION SYSTEM IS PERMITTED & INSTALLED SEPARATELY BY THE UNIT OWNER.
 - THIS SET IS INTENDED TO BE USED IN CONJUNCTION WITH THE MANUFACTURERS PANEL DRAWINGS AND STRUCTURAL DRAWINGS.

BUILDING INFORMATION:

ADDRESS:
 1234 STREET
 CITY
 COUNTY
 STATE: UTAH

BUILDING CODE:

- 2018 INTERNATIONAL RESIDENTIAL CODE
- 2018 INTERNATIONAL MECHANICAL CODE
- 2020 NATIONAL ELECTRICAL CODE
- 2018 INTERNATIONAL PLUMBING CODE
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE
- FIRE PREVENTION CODE: 2018 INTERNATIONAL FIRE CODE

PROJECT CONTACTS

OWNER:
 BOXABL
 5945 EAST NORTH-BETT ROAD
 LAS VEGAS, NV 89115

ELECTRICAL ENGINEER
 DICKERSON ENGINEERING, INC
 3343 NORTH RIDGE
 ARLINGTON HEIGHTS, IL 60004
 847-966-0290
 DAVIS DICKERSON

ARCHITECT
 SEVAN DESIGN SOLUTIONS P.C.
 3025 HIGHLAND PARKWAY,
 SUITE 850
 DOWNERS GROVE, ILLINOIS
 630-733-9647
 JOE DEFILIPPIS

MECHANICAL & PLUMBING ENGINEER
 WCV ENGINEERS, INC.
 760 CREEK DRIVE
 WOOD DALE, IL 60191
 630-595-8800
 JOSEPH G. THOMAS

BUILDING DATA

OCCUPANCY CLASSIFICATION: IRC ACCESSORY STRUCTURE OR DWELLING UNIT

TOTAL BUILDING AREA: 301 SQFT

BUILDING HEIGHT: 10'-9"

CONSTRUCTION TYPE: I-B

CASITAS DESIGNED FOR THE WORST CASE ULTIMATE WIND SPEED AND EXPOSURE CONDITIONS IN UTAH: 105 mph REGION 1, 155 mph ACTUAL. EXPOSURE C. SEISMIC LOADS ARE NEGLECTABLE

TESTS PASSED:
 NFPA 286 CORNER BURN TEST
 ASTM E84 NON-COMBUSTIBLE MATERIAL CONSTRUCTION

GENERAL NOTES

THE INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME TO THE ARCHITECT. THIS INFORMATION CANNOT BE GUARANTEED TO SHOW EVERY EXISTING CONDITION. EACH CONTRACTOR ON THIS PROJECT SHALL READ AND STUDY THE TOTAL SET OF DRAWINGS FOR ALL WORK. CONTRACTORS MUST VISIT THE SITE AND DETERMINE ALL FIELD CONDITIONS. ALL DIMENSIONS SHALL BE VERIFIED AND ALL DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT PRIOR TO BID SUBMISSION.

THE ARCHITECT AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE COMPLETENESS OF THE WORK BEYOND A REASONABLE DILIGENCE. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS ARE FOUND TO EXIST IN THE WORK PRODUCT, THE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THE ISSUE. FAILURE TO PROMPTLY NOTIFY THE ARCHITECT OF SUCH CONDITIONS SHALL ABSOLVE THE ARCHITECT FROM ANY RESPONSIBILITY OF SUCH FAILURE. ACTION TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE ARCHITECT IN CONTRADICTION TO THE WORK PRODUCT, OR THE RECOMMENDATIONS OF THE ARCHITECT SHALL BECOME THE RESPONSIBILITY OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

THESE DRAWINGS WERE PREPARED BASED ON THE ASSUMPTION THAT ANY CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR VENDOR INVOLVED IN THE CONSTRUCTION OF THE WORK DESCRIBED HEREIN HAS EXPERIENCE IN THEIR RESPECTIVE AREAS OR DISCIPLINES THAT MAKE UP THE SCOPE OF THE PROJECT.

IT IS NOT THE INTENT OF THESE DRAWINGS TO SHOW EVERY DETAIL OR NUANCE THAT MAY BE REQUIRED TO CONSTRUCT THE WORK SHOWN. IN ADDITION, IT IS ASSUMED THAT EACH CONTRACTOR IS FAMILIAR WITH EACH PORTION OF THEIR WORK, WHETHER THEY ARE CONSTRUCTING OR ASSEMBLING THE REQUIRED COMPONENTS, OR FOLLOWING MANUFACTURERS GUIDELINES, RECOMMENDATIONS, OR SPECIFICATIONS FOR A PARTICULAR PORTION OF THEIR WORK.

ANY WORK THAT INVOLVES UTILIZING A PRE-MANUFACTURED COMPONENT, OR OTHER FIELD ASSEMBLED OR FIELD APPLIED SYSTEM IS THE SOLE RESPONSIBILITY OF THE ENTITY ENGAGED TO PERFORM THAT WORK. ANY ERRORS, OMISSIONS, DEFECTS, OR DAMAGES CAUSED BY ANY DEVIATION FROM THE MANUFACTURERS GUIDELINES, RECOMMENDATIONS, OR SPECIFICATIONS, SHALL BE THE SOLE RESPONSIBILITY OF THE ENTITY RESPONSIBLE FOR SUCH ACTION, AND ANY REQUIRED REMEDIES, INCLUDING REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE PARTY RESPONSIBLE FOR THE ERROR, OR OMISSION, THAT CAUSED THE DAMAGE OR DEFECT.

MANUFACTURERS COMPLIANCE CERTIFICATE CAN BE FOUND NEXT TO WATER HEATER IN KITCHEN ON THE WALL AND INSIDE THE ELECTRICAL SUB PANEL DOOR



REGISTERED ARCHITECT: THESE DRAWINGS HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND REGULATIONS FOR PROFESSIONAL DESIGN AND CONSTRUCTION.

MODEL:
UTAH
20' CASITA B

PAGE LAYOUT

REV	DESCRIPTION	DATE

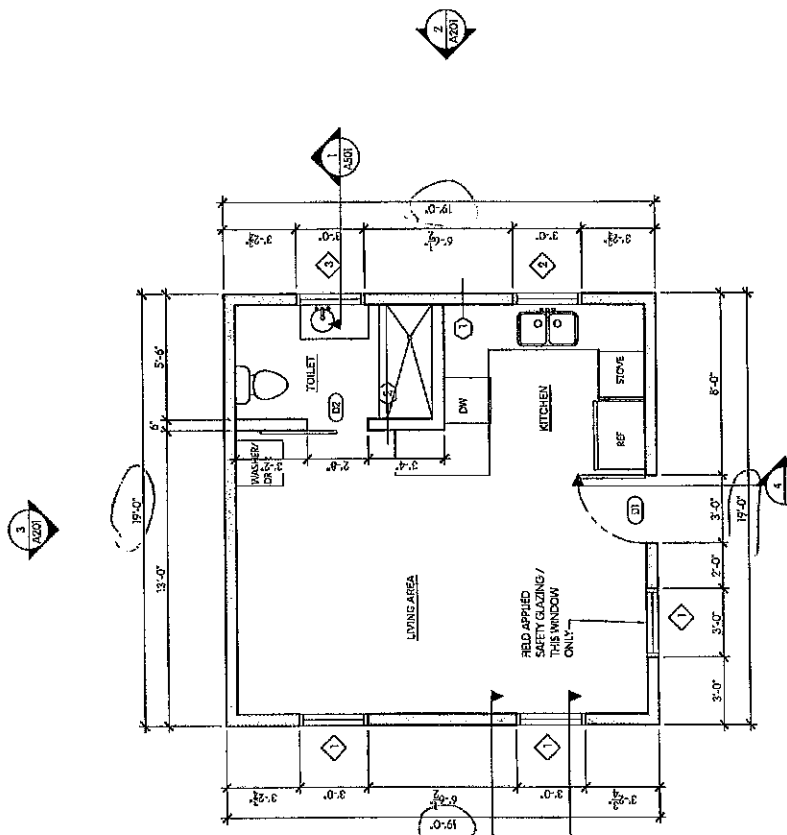
PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN
THIS DRAWING IS THE SOLE
PROPERTY OF BOXABL. ANY
REPRODUCTION OR PART OF AS A
WHOLE WITHOUT THE WRITTEN
PERMISSION OF BOXABL, INC. IS
PROHIBITED.

PROJECT # :
DRAWN BY: XX
REVIEWED BY: D
REVISION:
ISSUE DATE: 03-15-23
SHEET: A1.0

LEGEND

- KEY NOTE
- SP PANEL
- EXISTING WALL
- WINDOW TAG
SEE A300
- WALL TYPE TAG, SEE
2/A100
- DOOR TAG
SEE A400

NOTE:
SEE MANUFACTURERS REQUIREMENTS FOR UTILITY CONNECTIONS, PANEL DETAILS,
MODULAR CONNECTIONS & ALL RELATED STRUCTURAL DETAILS.



1
A1.0
FLOOR PLAN
SCALE: 1/4" = 1'-0"

WINDOW & DOOR SCHEDULE

NUMBER	PRODUCT	CONFIGURATION	SIZE	MATERIAL	U-FACTOR	SOLAR HEAT GAIN (SHGC)	NOTES
1	WINDOW	SINGLE HUNG	3'-0" X 6'-0"	VINYL	0.400	0.25	
2	WINDOW	FIXED	3'-0" X 4'-0"	VINYL	0.400	0.25	
3	WINDOW	FIXED	3'-0" X 2'-0"	VINYL	0.400	0.25	
A1	DOOR	ENTRY DOOR	3'-0" X 8'-0"	FIBERGLASS	0.400	0.25	
A2	DOOR	TOILET DOOR	2'-8" X 8'-0"	BARN DOOR	0	0	BARN-STYLE SLIDER

NIBLEY CITY DEVELOPMENT AGREEMENT

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LESS 0.17 AC TO NIBLEY CITY FOR ROAD IN BK 980 PG 194

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 - c. Nothing herein alters the non-conforming status of the Development. Any restoration, reconstruction, redevelopment, or other change in use of any part of the Development, including the Casita, must comply with the Zoning and Nibley City Code (“NCC”) 19.26.
2. **Construction of Casita.** Developer shall be entitled to construct, install, place, locate, and maintain the Casita in a manner substantially similar to and in substantial compliance with the Development Plans, attached hereto, and the terms, conditions, and requirements set forth below. The express terms of this Agreement shall control and take precedence in the event of a conflict between the Development Plans and this Agreement.
- a. **Units.** No more than one (1) Casita may be installed pursuant to this Agreement. No other dwelling units are permitted to be constructed within the Development pursuant to this Agreement. Any other or additional dwelling units proposed to be constructed shall comply with the Zoning and Nibley City Code (“NCC”) 19.26.
 - b. **Veteran Housing.** The Casita shall be occupied by no more than one family, as defined by NCC. At least one person within such family must be a United States military veteran. Developer shall be responsible for verifying veteran status and shall confirm and document veteran status to City upon City’s reasonable request.
 - c. **Setbacks and Regulations:** The Casita shall be setback at least ten feet (10’) from property lines and public or private streets (top back of curb), and setback at least eighteen feet (18’) from all other homes, buildings, and structures. The Casita shall be limited to the following dimensions: 19 feet in width X 38 feet in length and shall be compliant with Americans with Disabilities Act (ADA) guidelines. The Casita shall have a maximum building footprint of 760 square feet and maximum height of 12 feet above finished grade. The Casita shall be provided with at least one (1) off-street parking space.
 - d. **Permits:** The Casita shall require a building permit and certificate of occupancy prior to construction and occupancy, respectively, of the Casita.

- e. Water Efficiency Improvement Plan: The Developer shall be required to submit a plan to significantly reduce or eliminate loss of water for the private water lines which service the mobile home park prior to certificate of occupancy of the Casita. The Plan shall detail specific capital improvements to be made to the system, including a time frame for installation.
 - f. Profitability: The property owner of the parcel shall not receive any profit from the rental of the space for the Casita. Utilities and maintenance fee associated with the use may be assessed, but no net monetary profit may be obtained from the rental of land for the Casita.
 - g. Design Elements: Developer agrees to construct and develop the Casita and related improvements according to the design elements and specifications as set forth in the Development Plans and this Agreement. Developer acknowledges that City is not authorized, under state law, to regulate design elements of one to two family dwellings without the request and agreement of Developer. Developer hereby requests and agrees to the imposition of such design elements in recognition of and in exchange for the benefits granted to Developer herein.
3. **Reserved Legislative Powers.** The execution of this Agreement and the establishment of the vested rights shall not prevent the City, pursuant to the exercise of its legislative authority and power, to amend, enact, or repeal any provision of the Zoning or any other ordinance, specification, standard, or code, provided that no such legislative action shall reduce or eliminate the Developer's vested rights under this Agreement unless facts and circumstances are present and specifically found by the governing body of the City that meet the compelling, countervailing public interest exception to the vested rights doctrine under Utah law. Any such proposed legislative action affecting the vested rights shall be of general application to all development activity in the City.
4. **Recordation.** This Agreement, including the Development Plans, shall be recorded against title to all real property that is included the Development prior to any further land use application, permit, or approval being sought for the Development. Developer shall ensure that there are no holders of interest that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar instruments, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish the fact of the recordation and of the priority of this Agreement prior to receiving any further approval related to the Development.
5. **Assignment; Successors Bound.** This Agreement may be assigned and transferred by Developer. This Agreement shall run with the land and be binding on and inure to the benefit of the successors and assigns of Developer, such that any person who obtains any right, title, or interest to any portion of the Development shall be bound by the rights and obligations of this Agreement and shall be responsible for performance of Developer's obligations related to such portion in the same manner as Developer. All assignees, transferees, and successors in interest shall be bound by all terms of this Agreement applicable to Developer as though such party were named herein as Developer.

6. **Modifications to Development.**

- a. Developer shall develop, construct, improve, and maintain the Casita in a manner substantially similar to and in substantial compliance with the Development Plans and this Agreement, provided that Developer may adjust the final placement or location of the Casita and other improvements within and upon the Development as necessary and as approved by the City through the City building permit review and approval processes, so long as such adjustments do not materially change the overall design and intent of the Development and comply with this Agreement.
- b. In the event of a dispute between Developer and the City as to whether a change is “material,” no change, modification, or adjustment shall be made without express, written City approval of such change, modification, or adjustment.

7. **Term.** The term of this Agreement shall commence as of the Agreement’s effective date and shall continue until it is terminated, rendering the Development subject to the general zoning regulations applicable to the affected property, as set forth herein:

- a. The Agreement may be terminated due to the uncured breach or default of one of the parties hereto, subject to the provisions set forth in Section 15.
- b. The Agreement may be terminated by the mutual agreement of the parties.
- c. The Agreement may be terminated by the City if Developer fails to submit a building permit for the Casita within twelve (12) months after the effective date of this Agreement, or fails to obtain a certificate of occupancy for the Casita within twenty-four (24) months after the effective date of this Agreement.
- d. Developer may apply for an extension of the deadlines set forth in this Section from the governing body of the City, who may grant an extension, with such terms and conditions as the body finds expedient, upon a finding of good cause for the delay or extension.

8. **Default.**

- a. In the event of a breach or default of any term of this Agreement, the non-breaching party shall provide written notice to the breaching party. Such notice shall describe the alleged breach, the applicable provisions of this Agreement, and the actions necessary to remedy and cure the breach.
- b. Within 30 days after the date of such notice, the breaching party shall either:
 - i. cure the breach and notify the non-breaching party, in writing, of the actions taken to cure the breach; or
 - ii. notify the non-breaching party, in writing, why the breach cannot be cured within 30 days and establishing a reasonable time to cure such breach, with a description of the actions to be taken by the breaching party.

- c. In the event the breaching party does not cure the breach or default within the specified timeframes, the non-breaching party may declare this Agreement to be terminated and send written notice of such declaration to the breaching party.
9. **Severability.** Each provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provisions shall not affect the enforceability of any other provision hereof.
10. **No Waiver.** Failure of a party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise, at some future time, said right or any other right it may have hereunder, provided that this provision shall not operate to excuse Developer's non-compliance with the deadlines set forth in Section 14. No modification, waiver, or amendment to any right, term, condition, obligation, or provision of this Agreement shall be valid unless adopted through the process set forth in Section 13.
11. **Entire Agreement.**
 - a. This Agreement is the entire agreement between the Parties with respect to the Development and the special rights and obligations granted to and assumed by Developer related to the Development.
 - b. This Agreement shall supersede all prior agreements, conversations, understandings, contracts, and representations related to the Development or any term or provision of this Agreement. Neither party shall rely on or attempt to enforce any statement or representation, not contained herein, made by any person regarding the Development or Developer's rights and obligations thereto.
12. **Enforcement and Governing Law.** This Agreement may be enforced by any means available to the parties, subject to the notice and default provisions set forth in Section 15. This Agreement shall be governed by the laws of the State of Utah, and any court proceedings shall be brought in the First Judicial District Court of the State of Utah. Prior to initiating any such litigation, the parties shall first attempt to mediate or seek an advisory opinion regarding any dispute related to this Agreement through the Utah Property Rights Ombudsman's office or another qualified mediator that both parties agree upon. A party that prevails in any litigation following such mediation or opinion regarding this Agreement shall be entitled to recover their reasonable court costs and attorney fees related to the litigation.
13. **Third Parties.** This Agreement is intended for the sole benefit of the named parties thereto. No third party, except for permitted assignees, transferees, and successors-in-interest, shall have any right to enforce any of the terms or obligations herein contained.
14. **Representations.** The persons signing this Agreement on behalf of the parties represent and warrant that they have the authority and authorization to execute the Agreement on behalf of the respective party such that the party will be bound by all rights, obligations, terms, and conditions herein, and that all steps, requirements, and processes necessary for a party to approve and execute the Agreement have each been completed.

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03-020-0028
CORP PRESIDING
BISHOP LDS

03-020-0003
DWA
FAMILY LLC

S 110 W

03-020-0018
R & W
ENTERPRISES INC

W 2650 S

M 09 S

03-004-0026
NIBLEY CITY

03-020-0027
ROBERT & MIRIAM
A SAGERS

03-020-0016
ANTHONY I &
ANGELIKA B GARDNER

03-029-0099
UTAH DEPT OF
TRANSPORTATION

3 MAIN ST

03-165-0004
BENJAMIN

03-165-0001
MARIA ELENA

PROPOSED
SITE

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OPEN HOUSE

BOXABL Casita - ADUs

 571 West 500 South
Providence, Utah

You are Invited to attend an open house of Utah's Newest (and Best!) Accessory Dwelling Unit Option.

- BOXABL is here ! This is it, come and see this amazing option.
- Contact KAS Construction to Schedule a private showing.
Michael Fortune: (435) 512 - 1506
- Private Showings available for Government Officials, Real Estate Agents & Brokers, Investors, and Private Individuals.

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HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024



“There are thousands of homeless men, women and children living out on the street every night... 33, 129 are US Veterans. Men & Women who joined our military, served to protect our country and were willing to make the ultimate sacrifice, if called upon. For one reason or another they find themselves without a home, lost, many without hope... I think they deserve better. I think they deserve our help. I think they deserve a chance to get back up, to stand tall and proud again. I think we owe them that much...” *Michael Fortune, Founder Homeless Veteran Recovery Program*



WE ARE ASKING FOR YOUR HELP TO SOLVE THIS PROBLEM, TO ELIMINATE VETERAN HOMELESSNESS IN UTAH

The following slides present a detailed summary of our plan. Our “Pilot Program” describes how we identify them, assist them, house them, and give them hope once again.

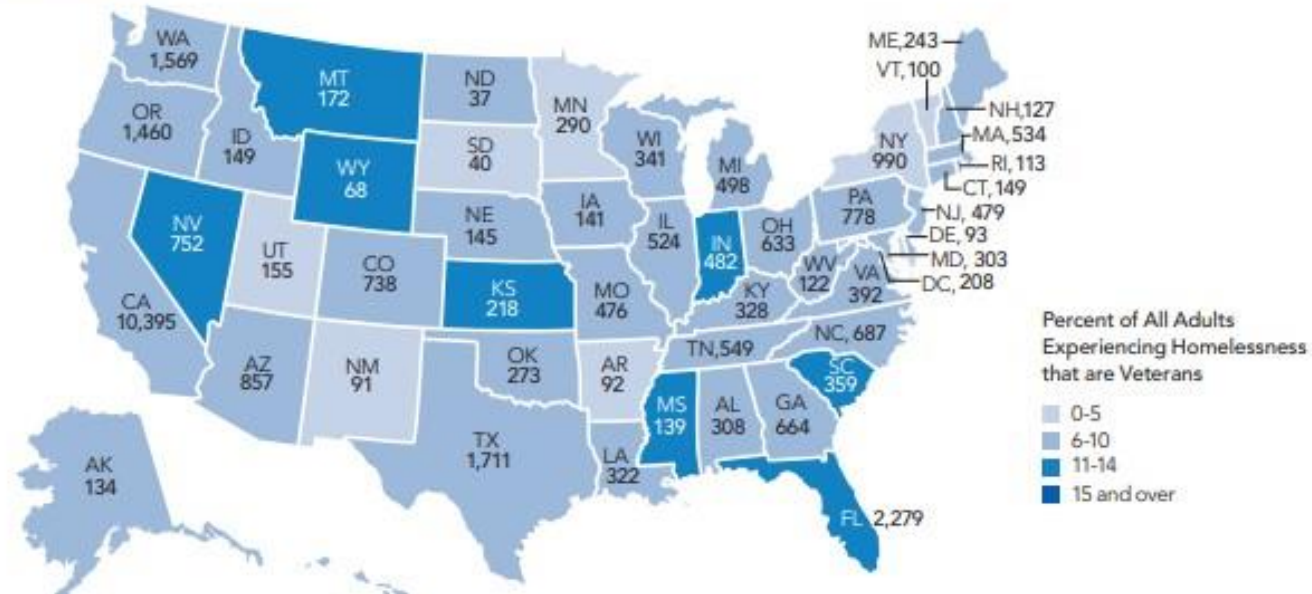
HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

*(Statistical Information Provided Based upon the U.S. Department of Housing and Urban Development)
The 2022 Annual Homelessness Assessment Report (AHAR)
Section Five – Veterans Experiencing Homelessness*

“On a Single Night in 2022 ~ 33,129 Veterans were Experiencing Homelessness.”

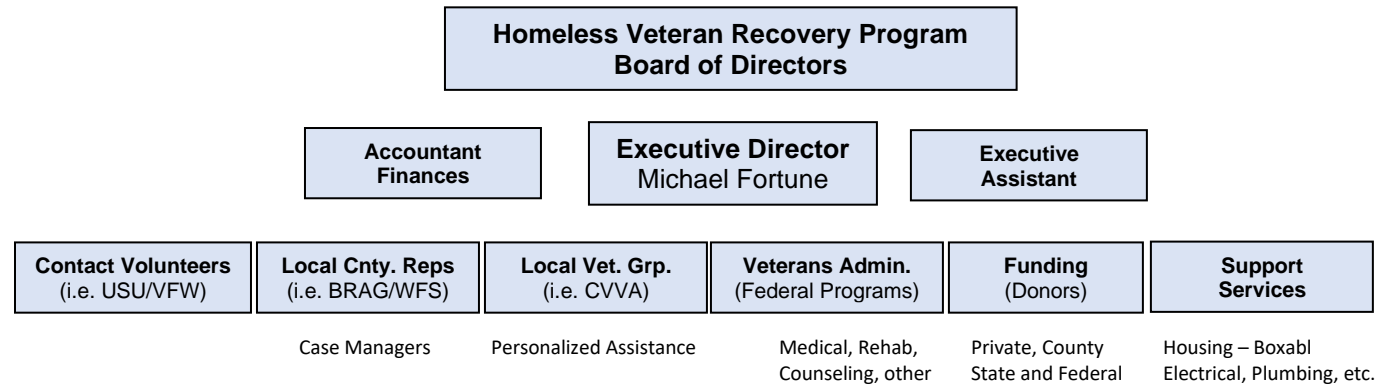
EXHIBIT 5.5: Estimates of Veterans Experiencing Homelessness
By State, 2022



HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

(Once we have secured the necessary funding to purchase our two units and cover the operational costs, we will accelerate our Pilot Program)



1. Complete the Organizational and Volunteer Team Setups Within the State of Utah

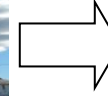
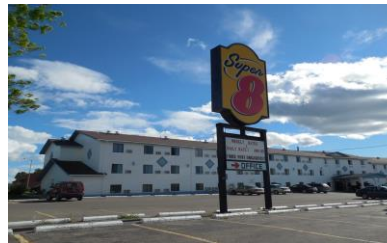
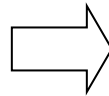
This process will utilize volunteers from the state-wide resources of Utah State University (USU) Extensions (28 locations) and the Veterans from War (VFW) Posts located throughout the State (6 Districts, 23 Posts). These volunteers will work closely with local county officials who are involved in assisting Utahans with various local, county, state and federal programs (i.e. Bear River Association of Governments (BRAG) that serves Cache, Box Elder and Rich counties in Northern Utah), as well as representatives with the Veteran Affairs Administration (VA) and local veteran's assistance organizations (i.e. Cache Valley Veterans Association (CVVA) that provides a variety of personalized services to Veterans).

HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

2. Contact All Homeless Veterans – “Identify, Recover, Interview and Assist”

This process will be performed by the volunteers (identified in item #1) and will be organized in teams of two. Their main objectives will be to utilize local resources (police, sheriffs, county agencies, etc.) to search, locate and make contact with homeless veterans within their counties *. Volunteers will obtain the veteran’s name and service information, identify needs, present a brief description of the “Homeless Veteran Recovery Program” and offer the veteran an opportunity to participate in the housing and recovery program. **(Additionally, offer immediate assistance to get them off the streets and into a hotel while their needs are being assessed).** Note: Volunteers will provide daily updates and resource needs to program management (electronically).



Find our Homeless Vets

Get Them Off the Street/Hotel
(use Utah’s hotel Voucher program)

Interview
(determine immediate needs – Report)

** These actions are based upon and follow the successful programs implemented within over (20) cities in the United States who set out to end (100%) of the homeless veteran problem within their cities. These case studies were included in the 2022 Annual Homelessness Assessment Report (AHAR). Steps: Identify, Recover, Interview and Assist.*

HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

3. Identify the "Specific Critical Needs" of Veterans Found for Immediate Priority Action

The volunteer teams will report daily by filing electronically and describe their actions taken, individuals found (specifically homeless veterans) and information regarding other homeless non-veteran individuals found (this information will be passed onto the local homeless representatives). Once a homeless veteran has been located and helped off the street, the volunteer(s) will conduct a detailed interview (as best as possible) to determine the needs (medical, counseling, housing, VA processing assistance, etc.) of the individual(s) and determine if they are willing to participate in the "Homeless Veteran Recovery Program (HVRP)". The volunteers will report this information immediately to allow the process to begin and a local case manager to be assigned (verification of military service, background check, VA status, assignment of case worker(s), medical appointments, etc.). Note: For veterans who choose not to participate within the (HVRP) program, we will continue to reach out, stay in contact and look for an opportunity to assist them in the future.

4. Report the "Critical Needs Identified and Resources Required"

The volunteer team members will support the assigned local case manager in providing a detailed report to the (HVRP) Executive Director that presents the background information for the veteran, a brief history of their current situation and a detailed description of the specific needs of the veteran (medical, counseling, housing, VA processing assistance, family information, etc.) and what resources are being requested by the case manager to assist the veteran. The (HVRP) Executive Director will discuss and review the individual veteran's status, needs assessment and resource requests with local officials to determine the most effective way to meet those needs and determine a timeline schedule for providing the necessary resources that fall within their jurisdiction. Additionally, monthly, a detailed summary report will be provided to the appropriate local, county and state officials.

HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

5. Implement the "Critical Action Items Identified and Approved"

Following the review, discussion, and approval of resources, the (HVRP) Executive Team in cooperation with the local case manager will oversee the acquisition and delivery of the resources approved (priority is given to those with critical needs (i.e. homeless veteran families (spouse and children), veterans with serious medical and/or mental health needs, etc).

- The contact volunteers will continue to maintain contact with the veteran and provide encouragement.
- The local Case Manager will manage the approved action items and assist the veteran.
- The local Veteran's Group(s) will assist the veteran as needed with VA programs and personalized needs.
- The local Veterans Administration will assist with VA benefits, medical, counseling, training, financial, etc.
- The (HVRP) Executive Team Support Services will assist the veteran with housing, utilities, and housing maintenance.



Casita

Everything included only \$49,500!



Full-Size Kitchen
Large Fridge • Double Sink
With a View
Oven • Dishwasher •
Microwave Shaker Cabinetry

Bathroom
Deep shower/tub • Vessel sink
Large counter • Backlit Mirror
Sliding Glass Barn Door

Living
9'6" Ceilings • 8' Huge Doors
& Windows • Wide Plank
Composite Flooring • Built-In
Ironing Center
Washer/Dryer • Heating & Air
Conditioning

Ultra-Low Utility Bills
Boxabl's insulation technology
and included LED lighting
saves you money every day

HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

Prioritize and Complete the "Non-Critical Action Items"

6. There will be two levels of assistance (critical and non-critical) that will be considered for each homeless veteran found. Veterans who require critical action items will be given top priority. Other non-critical action items (recommended and approved) will be provided as quickly as possible once temporary housing (hotel stay) is provided (i.e. clothing, grooming (haircut), transportation assistance for job interviews, etc.).

7. Continue to Search, Find and Assist Utah's Homeless Veterans

The Volunteer Teams will continue throughout the year to search for homeless veterans within their assigned areas. The initial search will target homeless veterans that have been identified from the "2023 Point in Time" count. Any additional homeless veterans found will be identified and invited to participate in the program.

8. Provide an Annual Summary Report (Start-Up and First Year Details)

At the conclusion of the start-up period and the first (12) twelve months of operations, the executive team will prepare the first annual report and submit it to the various supporting organizations (local, city, county, state, and private partners/donors).

Additional Key Factors to Monitor:

- **Veterans in Utah are at higher risk of suicide, Veteran suicides on the RISE.**

(KSL News Radio (by Nick Wyatt) Sept 13, 2021 Article)

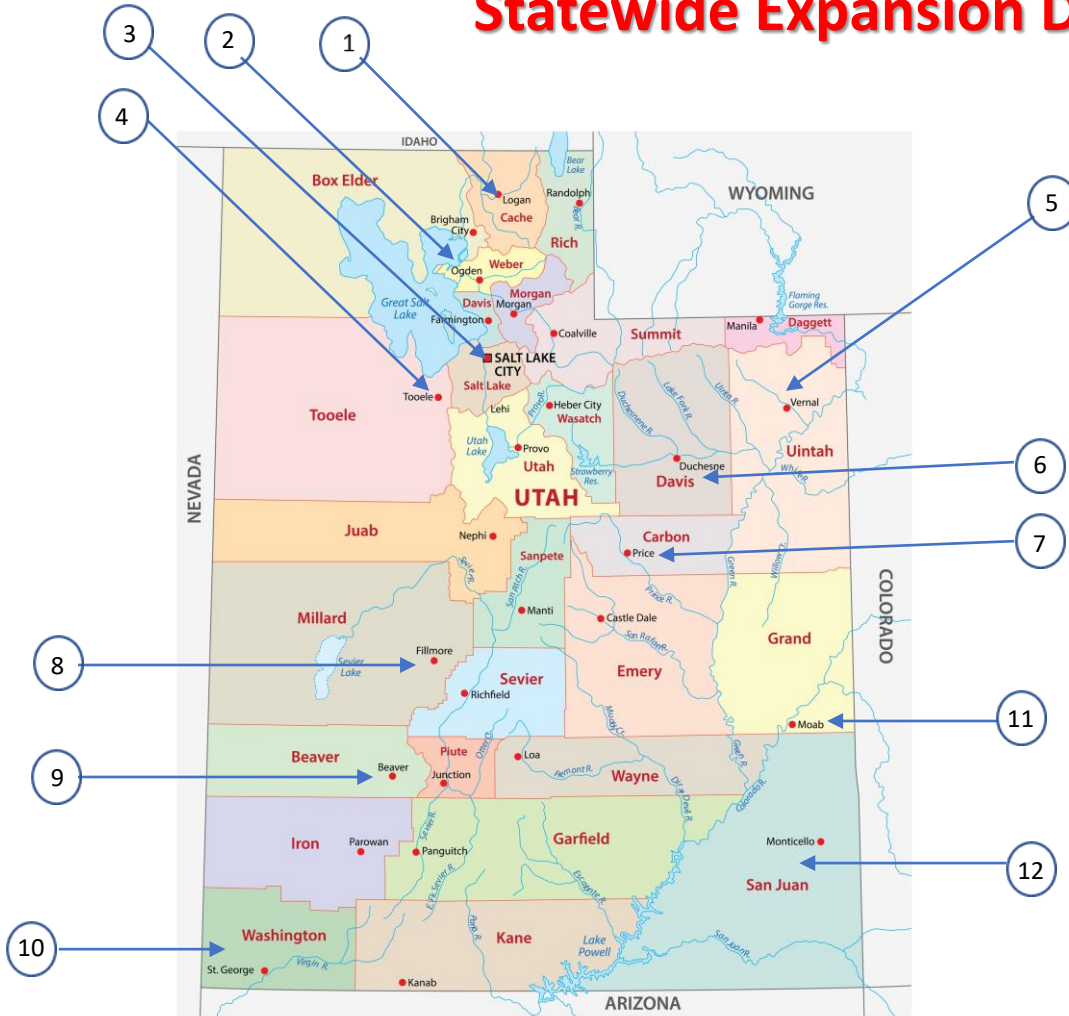
- **Are we under reporting veteran suicides?**

(Deseret News (by Holly Richardson) Sept 28, 2022 Article)

HOMELESS VETERAN RECOVERY PROGRAM

Solving the Homeless Veteran Crisis in Utah by December 25, 2024

Statewide Expansion During The “Pilot Program” In Utah



- The Pilot Program will begin in Cache County, fine tune the methods and expand across the State.
- We will increase our volunteer groups and our local support / service providers as we expand.
- We will utilize local resources available in each county as we expand across the state.
- We will seek continuously to obtain local, county and state funding to support the program.
- We will continuously review and modify our methods based upon proven successes in the field.
- We anticipate placing approximately 20 to 25 Boxabl housing units throughout the state.
- We will provide pre-built pitched roofs and porch sections that can be delivered and installed.
- We will inspect and maintain the Boxabl housing units, servicing them as needed.

Thank You For Your Cooperation & Support...

Let Us Make A Difference And Change People’s Lives !

If you have any questions, would like more information or wish to make a contribution, Please contact Michael Fortune (435) 512-1506 ~ michaelfortune@gmail.com

Agenda Item #10

<p>Description</p>	<p>Discussion and Consideration: Ordinance 24-02: Rezone Parcel 03-018-0015 & a portion of parcel 03-017-0012. Located at 1150 W 3200 S from Residential (R-2) to Residential (R-2A) (First Reading)</p>
<p>Presenter</p>	<p>Levi Roberts, City Planner</p>
<p>Planning Commission Recommendation</p>	<p>Approval of Ordinance 24-02: Rezone Parcel 03-018-0015 & a portion of parcel 03-017-0012. Located at 1150 W 3200 S from Residential (R-2) to Residential (R-2A) adopting Staff's recommended findings with the following conditions:</p> <ol style="list-style-type: none"> 1. Nibley City and the applicant exchange land between parcels 03-018-0015, parcel 03-017-0012 and the adjacent remaining 1200 West right-of-way to increase the overall park space area of the planned 4.38-acre Nibley Meadows park to the south of the property, <i>with the ratio of the developer to the City for the land exchange being no less than 1:1.</i> 2. The property is legally subdivided in accordance with Nibley City Code Chapter 21. 3. This Rezone does not constitute approval of the proposed concept plan submitted with the Rezone application.
<p>Staff Recommendation</p>	<p>Approval of Ordinance 24-02: Rezone Parcel 03-018-0015 & a portion of parcel 03-017-0012. Located at 1150 W 3200 S from Residential (R-2) to Residential (R-2A) adopting Staff's recommended findings with the following conditions:</p> <ol style="list-style-type: none"> 1. Nibley City and the applicant will exchange land in an agreement to be determined later with the city's intention to increase the size of the planned Nibley Meadows park. 2. The property is legally subdivided in accordance with Nibley City Code Chapter 21. 3. This Rezone does not constitute approval of the proposed concept plan submitted with the Rezone application. 4. The zoning on the property will revert back to Residential (R-2) if the land exchange and subdivision required in Items 1 & 2 are not finalized

Reviewed By	Mayor, City Manager, City Planner, City Engineer
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Background

Josh Barnes, representative of Nibley Hawk Hollow LLC, property owner of Parcel 03-018-0015, located at 1150 W 3200 S has applied to Rezone this property and a portion of the adjacent City-owned property (Parcel 03-017-0012) from Residential (R-2) to Residential (R-2A).

Site Context

The property currently owned by the applicant is 9.64 acres with a proposition to rezone 2.13 acres of adjacent City-owned property fronting 1200 west. The two properties together total 11.77 acres. The applicant's property currently sits vacant. The city-owned property includes a portion of the former 1200 west right-of-way, which is no longer used for general traffic, due to the realignment of the roadway and some additional vacant property. The property is bordered by the Nibley Meadows Subdivision, currently under construction to the south and west (R2, R-PUD overlay), Bonneville (R-2) and Nibley Garden Estates (R-2A) to the north, and vacant city property to the west (P/S). Nibley Meadows includes a combination of single family and townhomes with a 4.38 acre park to be dedicated directly south of the property. Remaining nearby property is characterized by agricultural and low density residential uses.

Site Proposal

As noted above the applicant is proposing to rezone both their existing property and some adjacent property owned by Nibley City. The reason for this is to allow for a land exchange that would facilitate development of some of the City-owned property, while dedicating open space to the City on the south side of the development, adjacent to the planned Nibley Meadows park. Previously, a preliminary plat of an Open Space Subdivision was approved on the site with open space dedicated in the vicinity, adjacent to the Nibley Meadows Park. However, since that approval, the property has changed hands and the new property owners have indicated that they would like to propose a new design.

The applicant has provided the following concept plan with the application that displays the project area and a potential subdivision. This concept plan is for illustrative purposes at this time and the decision of the rezone does not constitute approval or disapproval of the subdivision design.

General Plan Guidance

The Future Land Use Map designates this property as “medium-density residential”. Other provisions of the General Plan related to this request include:

- *Land Use Goal 1: Encourage development that respects and preserves the character of the City and provides a mix of commercial, residential housing and some light industrial uses. Carefully plan for growth within the City, ensuring that development occurs in suitable locations and can be efficiently served over the long term.*
- *Land Use Goal 2: Guide land use and growth decisions through application of the General Plan, the Future Land Use Map, and relevant goals, principles, and projects.*
 - *Land Use Goal 4: Preserve agricultural lands, natural water features, sensitive areas and open spaces to protect the rural character of Nibley.*
- *Residential Development and Housing Goal 1: Ensure that new residential development is compatible with existing development and protects Nibley’s rural character and natural resources.*
- *Residential Development and Housing Goal 2: Preserve existing housing and neighborhoods where appropriate.*

Based upon the context of the site and the guidance provided in the Future Land-Use Map and goals of the general plan, Staff has determined that this application, including the proposal for open space dedication, is in support of the General Plan.

Applicant Statement:

What is the need for the proposed zone change?

The need for the proposed zone change is to create better connectivity to the proposed housing development and the planned city park. Allowing flexibility in the size of the residential lots creates additional space for road access and allows for increased open space adjacent to the proposed city park. The proposed development more effectively utilizes a difficult-to-develop piece of city-owned property adjacent to 1200 West which allows for the project to expand upon the open space just south of the parcel. Overall, the rezone enables a more synergistic project for Nibley as it integrates well with the adjacent PUD housing development, the newly expanded 1200 West/3200 South roundabout intersection, and the planned open spaces in the area.

What will the public benefit be if the zone change is granted?

The public will benefit via the expansion of the designated city park area along 1200 West and improved access to the northern park area. The development plans for Nibley Meadows include a city park area shown as approximately 4.38 acres. This city park area would be expanded to the north, with the proposed project, increasing the useable area of the park. The expanded park could allow for a soccer field, a football field, or other uses that may be in line with Nibley City's Parks & Recreation plan. The development will also provide additional traditional housing options for residents who may not choose to be part of the PUD community.

How does the proposal comply with the goals and policies of the Nibley City General Plan?

This proposal is a well-planned and attractive subdivision that will promote recreation by enlarging the use of the nearby city park. It will also provide a variety of homes to be developed on this land near a promising city park. Various sizes of lots are planned which will allow for a variety of home sizes/layouts. These custom homes will be a nice variation from townhomes and small single-family homes that will be coming into the area while preserving the character of existing neighborhoods.

Is there any annexation of property necessary?

No

Please explain how the anticipated use is appropriate for the surrounding area.

The surrounding area includes a variety of uses. On the north, it includes residential and agriculture. To the east is an R-PUD development with townhomes and medium-density residential with a future city park to the south. Along the west is a medium-density residential development. This project would provide a medium-density subdivision that will act as a buffer to the high-density residential area to the southeast. This development will maintain the distinct nature of Nibley City to those that pass by on 3200 South and 1200 West.

What public infrastructure is in place to serve the type and intensity of the proposed use? If needed, could the infrastructure be reasonably extended, at the cost of the property owner or developer?

The proposed concept plan includes connections to 1200 West and 3200 South. Wet and dry utilities are in close proximity to the site. The Water System Master Plan shows a 12-inch waterline stub along the old 1200 West alignment. This will be addressed before our preliminary plat submittal.

Recommended Findings

- The proposed rezone to R-2A is in support of the General Plan with assurance of meaningful open space dedication.
- The application allows for more opportunities to develop necessary and compatible housing.
- The application allows for efficient use of available land, while providing a public benefit of additional park space.

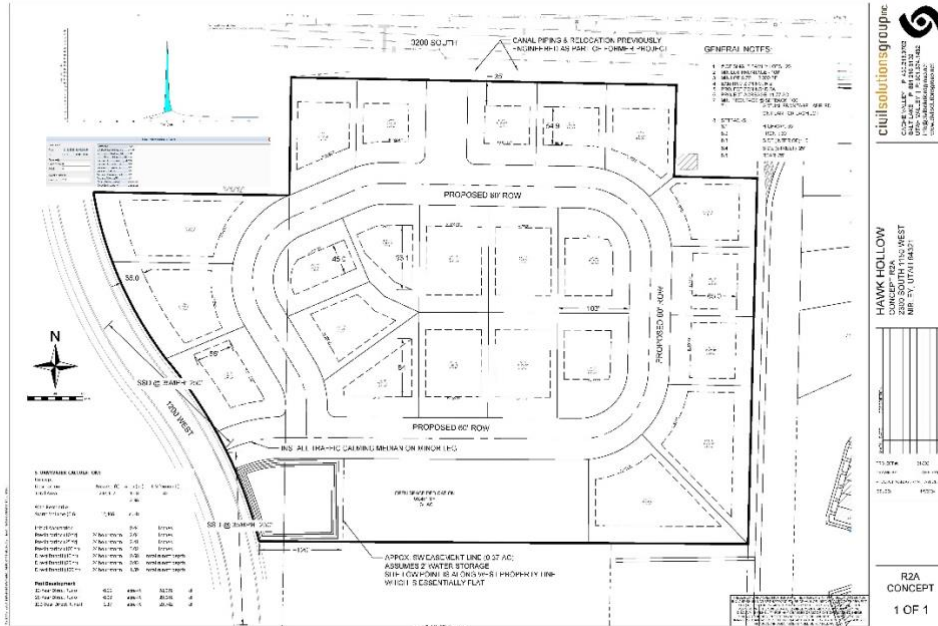
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ORDINANCE 24-02

REZONE PARCEL 03-018-0015 & A PORTION OF PARCEL 03-017-0012. LOCATED AT 1150 W 3200 S FROM RESIDENTIAL (R-2) TO RESIDENTIAL (R-2A)

BE IT ORDAINED BY THE NIBLEY CITY COUNCIL LOCATED AT NIBLEY, UTAH, THAT:

Parcel 03-018-0015 & a portion of parcel 03-017-0012, the area of which is described below, is hereby rezoned from Residential (R-2) to Residential (R-2A).



The Rezone is conditional upon the following:

1. Nibley City and the applicant exchange land between parcels 03-018-0015, parcel 03-017-0012 and the adjacent remaining 1200 West right-of-way to increase the overall park space area of the planned 4.38-acre Nibley Meadows park to the south of the property, with the ratio of the developer to the City for the land exchange being no less than 1:1.
2. The property is legally subdivided in accordance with Nibley City Code Chapter 21.
3. This Rezone does not constitute approval of the proposed concept plan submitted with the Rezone application.

PASSED BY THE NIBLEY CITY COUNCIL THIS _____ day of _____, 2023.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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Nibley

95 W 100 S #340

01/18/2024 - 01/17/2124

5830531

Rezone, Code Change, or Master
Plan Change Application

d398c530-b61f-11ee-91c5-619be86e8200

Plan Check

Active

New

Application Review Status

Final-Review

Not Reviewed

01/18/2024

Fees

Payments

Plan Check	\$500.00	01/18/2024	Online	\$650.00
Public Notice Fee	\$150.00	Total Paid		\$670.80
Subtotal	\$650.00			
Processing Fee	\$20.80			
Total	\$670.80			
Amount Paid	\$670.80			
Total Due	\$0.00			

Application Form Data

(Empty fields are not included)

First Name

Nibley Hawk Hollow LLC

Address Street

95 W 100 S #340

City

Logan

State

UT

Zip Code

84321

Phone

801-389-9463

Email

jbarnes@mountainstatespm.com

Is the property owner representative different from the listed property owner

yes

First Name

Josh

Last Name

Barnes

Address Street

95 W 100 S #340

City

Logan

State

UT

Zip Code

84321

Phone

801-389-9463

Email

jbarnes@mountainstatespm.com

Request Type:

Rezone

Project Address Street

1150 West 3200 South

Tax I.D. Number(s)

03-018-0015

Project Size (Acres)

9.64

Current Zoning (check all that apply)

R-2- Residential

Proposed Zoning (check all that apply)

R-2A- Residential

Site Plan and Map (please attach)

 21-292 Hawk Hollow Concept_R2A_Rev3.pdf

What is the need for the proposed zone change?

The need for the proposed zone change is to create better connectivity to the proposed housing development and the planned city park. Allowing flexibility in the size of the residential lots creates additional space for road access and allows for increased open space adjacent to the proposed city park. The proposed development more effectively utilizes a difficult-to-develop piece of city-owned property adjacent to 1200 West which allows for the project to expand upon the open space just south of the parcel. Overall, the rezone enables a more synergistic project for Nibley as it integrates well with the adjacent PUD housing development, the newly expanded 1200 West/3200 South roundabout intersection, and the planned open spaces in the area.

What will the public benefit be if the zone change is granted?

The public will benefit via the expansion of the designated city park area along 1200 West and improved access to the northern park area. The development plans for Nibley Meadows include a city park area shown as approximately 4.38 acres. This city park area would be expanded to the north, with the proposed project, increasing the useable area of the park. The expanded park could allow for a soccer field, a football field, or other uses that may be in line with Nibley City's Parks & Recreation plan. The development will also provide additional traditional housing options for residents who may not choose to be part of the PUD community.

How does the proposal comply with the goals and policies of the Nibley City General Plan?

This proposal is a well-planned and attractive subdivision that will promote recreation by enlarging the use of the nearby city park. It will also provide a variety of homes to be developed on this land near a promising city park. Various sizes of lots are planned which will allow for a variety of home sizes/layouts. These custom homes will be a nice variation from townhomes and small single-family homes that will be coming into the area while preserving the character of existing neighborhoods.

Is there any annexation of property necessary?

No

Please explain how the anticipated use is appropriate for the surrounding area.

The surrounding area includes a variety of uses. On the north, it includes residential and agriculture. To the east is an R-PUD development with townhomes and medium-density residential with a future city park to the south. Along the west is a medium-density residential development. This project would provide a medium-density subdivision that will act as a buffer to the high-density residential area to the southeast. This development will maintain the distinct nature of Nibley City to those that pass by on 3200 South and 1200 West.

What public infrastructure is in place to serve the type and intensity of the proposed use? If needed, could the infrastructure be reasonably extended, at the cost of the property owner or developer?

The proposed concept plan includes connections to 1200 West and 3200 South. Wet and dry utilities are in close proximity to the site. The Water System Master Plan shows a 12-inch waterline stub along the old 1200 West alignment. This will be addressed before our preliminary plat submittal.

Please attach a statement from the County treasurer showing the current tax status of the property.

 Nibley Hawk Hollow LLC Tax Info.pdf

Signature

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me concerning this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Nibley may rescind any approval, or take any other legal or appropriate action. I understand that any cost of engineering, legal, fire, or other review incurred by the City shall be my responsibility to pay. I also acknowledge that I have reviewed the applicable sections of the Nibley City Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses.

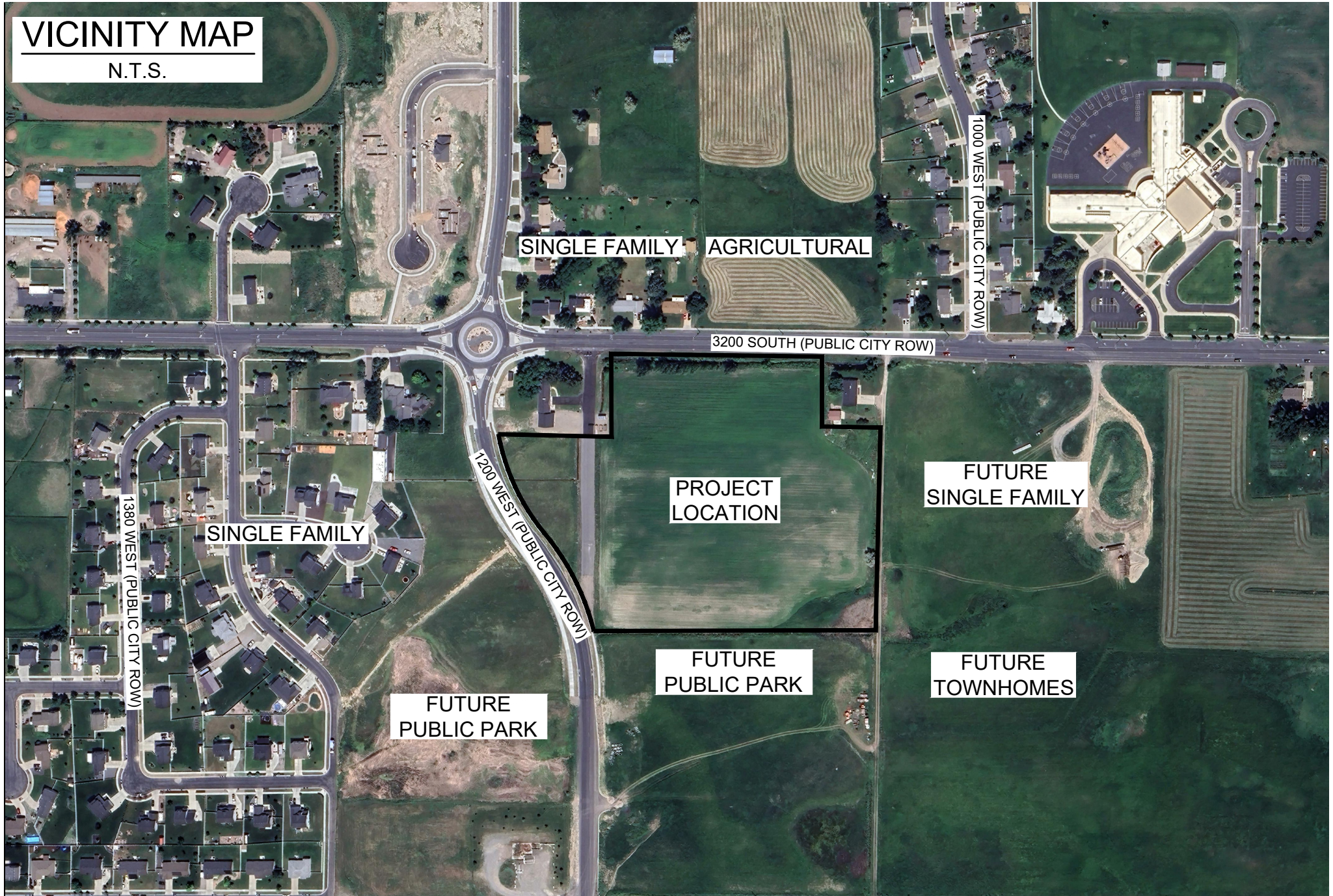
Posting. Not less than ten (10) days before the public hearing, Applicant is responsible for posting a sign in a prominent place on the property containing, in lettering that may be reasonably read by passersby, the time, date, and location of the public hearing. The posting shall not be required before the application being accepted. However, the City shall require that, not less than ten (10) days before the public hearing, the Applicant provides the City with evidence of compliance with this requirement.

With my signature, I give consent to receive service of process at the email listed on this application.

Josh Barnes - 01/18/2024 9:37 am

VICINITY MAP

N.T.S.



SINGLE FAMILY

AGRICULTURAL

1000 WEST (PUBLIC CITY ROW)

3200 SOUTH (PUBLIC CITY ROW)

1200 WEST (PUBLIC CITY ROW)

PROJECT LOCATION

FUTURE SINGLE FAMILY

1380 WEST (PUBLIC CITY ROW)

SINGLE FAMILY

FUTURE PUBLIC PARK

FUTURE PUBLIC PARK

FUTURE TOWNHOMES

Agenda Item #11

Description	Discussion & Consideration: Ordinance 24-04: Rezone Parcel 03-0017-0019 & 03-0017-0020, located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) (First Reading)
Presenter	Levi Roberts, Planner
Planning Commission Recommendation	Denial of Ordinance 24-04: Rezone Parcel 03-0017-0019 & 03-0017-0020, located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A)
Staff Recommendation	Approval of Ordinance 24-04: Rezone Parcel 03-0017-0019 & 03-0017-0020, located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) for first reading.
Reviewed By	Mayor, City Manager, City Planner, City Attorney, Planning Commission

Background

Josh Low, representative of Hidden Valley Estates LLC, property owner of Parcel 03-0017-0019 & 03-0017-0020, located at 1405 W 3200 S has applied to Rezone the properties from Residential (R-2) to Residential (R-2A). On September 14, 2023, the City Council Rezoned the property from Agricultural (A) to Residential (R-2). At the time, applicant proposed to rezone the properties as R-2A. However, the Planning Commission determined that R-2 was a more suitable zone for the property, citing that there would be more of an incentive to develop the property as an Open Space Subdivision. The City Council concurred with this assessment and rezoned the property R-2.

This application is essentially a reconsideration of this former request. The applicant has provided an updated justification and a concept plan of a potential standard R-2A subdivision. It is important to note that approval of the Rezone would not constitute approval of the subdivision concept, but is provided for illustrative purposes.

Although this Rezone was previously denied, Staff is recommending approval, as the proposal is consistent with the General Plan, including the Future Land Use Map. That said, the medium density designation is inclusive of the scale of development found in both R-2 and R-2A zoning, so if the City chooses to deny the application, this decision would not necessarily be in conflict with the General Plan.

Site Context

The two properties together total 19.49 acres. There is a single family residence located in the south western corner of lot 03-017-020. The rest of the property has been historically used as an equine facility with outbuildings, stalls, racetrack, pasture and other training facilities and equipment. The property is bordered by Maple Valley Estates to the west (R2), Hideaway Estates to Southwest (R2), Stonebridge to the North and Heritage Crossing to the east (both R2A). Each of these bordering subdivisions are detached single-family developments. Malouf Industries is located to the North West. The properties could be serviced by two arterial roadways, 1200 West to the East and 3200 South to the South. These two corridors also provide access for the properties to both water and sewer facilities. The north end of the property has been master planned for a storm water drainage corridor and a trail.



General Plan Guidance

The Future Land Use Map designates this property as “medium-density residential”. Other provisions of the General Plan related to this request include:

- *Land Use Goal 1: Encourage development that respects and preserves the character of the City and provides a mix of commercial, residential housing and some light industrial uses. Carefully plan for growth within the City, ensuring that development occurs in suitable locations and can be efficiently served over the long term.*
- *Land Use Goal 2: Guide land use and growth decisions through application of the General Plan, the Future Land Use Map, and relevant goals, principles, and projects.*

- *Residential Development and Housing Goal 1: Ensure that new residential development is compatible with existing development and protects Nibley's rural character and natural resources.*
- *Residential Development and Housing Goal 2: Preserve existing housing and neighborhoods where appropriate.*

Based upon the context of the site and the guidance provided in the Future Land-Use Map and goals of the general plan, Staff has determined that this application is in support of the General Plan.

Applicant Statement:

What is the need for the proposed zone change?

A density and size of lots that is consistent with the surrounding area and the development (Heritage Crossing) that we are attaching to/continuing on from.

What will the public benefit be if the zone change is granted?

Affordable lots and continued look and feel of past subdivisions

How does the proposal comply with the goals and policies of the Nibley City General Plan?

This higher density was suggested within the general plan

Is there any annexation of property necessary?

No

Please explain how the anticipated use is appropriate for the surrounding area.

This higher density zone (from R2) is the same zoning as everything surrounding this ground with the exception of a small portion that touches on one corner.

What public infrastructure is in place to serve the type and intensity of the proposed use? If needed, could the infrastructure be reasonably extended, at the cost of the property owner or developer?

Public infrastructure is in place touching property boundary.

Recommended Findings

1. The application is in support of the Nibley City General Plan and Future Land Use Map.
2. The zoning is compatible and consistent with zoning and development in the surrounding area.

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ORDINANCE 24-04

**REZONE PARCEL 03-0017-0019 & 03-0017-0020, LOCATED AT 1405 W 3200 S FROM
RESIDENTIAL (R-2) TO RESIDENTIAL (R-2A)**

BE IT ORDAINED BY THE NIBLEY CITY COUNCIL LOCATED AT NIBLEY, UTAH, THAT:

Parcel 03-0017-0019 & 03-0017-0020, more particularly described below, is hereby rezoned from Agricultural (A) to Residential (R-2).

Parcel 03-0017-0019:

A portion of the SE1/4 of Section 20, Township 11 North, Range 1 East, Salt Lake Base & Meridian, located in Nibley, Utah, more particularly described as follows:

Beginning on the northeast corner of MAPLE VALLEY ESTATES Subdivision, Phase 4, and the southwest corner of STONEBRIDGE Subdivision, Phase 1, according to the Official Plat thereof on file in the Office of the Cache County Recorder, located S89°51'19"E along the Section line 1,326.76 feet from the West 1/4 Corner of Section 20, T11N, R1E, SLB&M; thence S89°51'19"E (plat: S89°54'58"W) along said Plat 1,026.75 feet to a Boundary Line Adjustment described in Book 2021 Page 3471 of the Official records of Cache County and extension of the west line of HERITAGE CROSSING Subdivision according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence along said Plat the following 3 (three) courses and distances: S0°03'24"W along said Boundary Line Adjustment 519.64 feet; thence N89°51'08"W 115.19 feet; thence S0°10'30"W 97.31 feet to a rebar and the northeast corner of HIDEAWAY ESTATES Subdivision, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence along said Plat the following 4 (four) courses and distances: N88°51'30"W (plat: S88°51'33"E) 437.68 feet; thence S0°01'27"E (plat: N0°01'32"W) 300.02 feet; thence S88°42'04"E (plat: N88°42'07"W) 108.91 feet; thence S0°15'21"E (plat: N0°15'24"W) 199.73 feet to the north right-of-way line of 3200 South Street and the southwest corner of HIDEAWAY ESTATES Subdivision, according to the Official Plat thereof on File in the Office of the Cache County Recorder; thence N88°54'38"W along said north right-of-way line 346.44 feet; thence N1°05'22"E 129.25 feet; thence N88°54'38"W 228.36 feet to a point on the east line of MAPLE VALLEY ESTATES Subdivision, Phase 1, according to the Official Plat thereof on File in the Office of the Cache County Recorder; thence N0°38'12"W (plat: S0°51'17"E) along said Plat 972.66 feet to the point of beginning.

CONT 19.23 AC

Parcel 03-017-0020:

A portion of the SE1/4 of Section 20, Township 11 North, Range 1 East, Salt Lake Base & Meridian, located in Nibley, Utah, more particularly described as follows:

Beginning on a point located on the east line of MAPLE VALLEY ESTATES Subdivision, Phase 1, according to the Official Plat thereof on file in the Office of the Cache County Recorder, located S89°51'19"E along the Section line 1,326.76 feet and S0°38'12"E (plat: S0°51'17"E) along the east line of said Plat 972.66 feet from the West 1/4 Corner of Section 20, T11N, R1E, SLB&M; thence S88°54'38"E 228.36 feet; thence S1°05'22"W 129.25 feet to a point on the north right-of-way line of 3200 South Street; thence N88°54'38"W along said north right-of-way line 224.47 feet to the southeast corner of MAPLE VALLEY ESTATES Subdivision, Phase 1, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence N0°38'12"W (plat: S0°51'17"E) along said Plat 129.30 feet to the point of beginning.

CONT 0.67 AC

PASSED BY THE NIBLEY CITY COUNCIL THIS _____ day of _____, 2023.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

Nibley

3200 S. 1200 W. Nibley, UT
84321

9311050

02/13/2024 - 02/12/2124

e71ea2a0-cab5-11ee-8106-2152e600d337

Rezone, Code Change, or Master
Plan Change Application

Plan Check

Active

New

Application Review Status

Final-Review

Not Reviewed

02/13/2024

Fees

Payments

Plan Check	\$500.00	02/13/2024	Online	\$650.00
Public Notice Fee	\$150.00	Total Paid		\$670.80
Subtotal	\$650.00			
Processing Fee	\$20.80			
Total	\$670.80			
Amount Paid	\$670.80			
Total Due	\$0.00			

Application Form Data

(Empty fields are not included)

First Name

HIDDEN VALLEY ESTATES PROJECT LLC

Address Street

Approx. 3200 S. 1200 W.

City

Nibley

State

UT

Zip Code

84321

Phone

435-764-5430

Email

joshlow@dwelrg.com

Is the property owner representative different from the listed property owner

yes

First Name

Joshua

Last Name

Low

Address Street

850 N. 200 W.

City

Logan

State

UT

Zip Code

84321

Phone

435-764-5430

Email

joshlow@dwelrg.com

Request Type:

Rezone

Project Address Street

3200 S. 1200 W. Nibley, UT 84321

Tax I.D. Number(s)

03-017-0019

Project Size (Acres)

19.23


Current Zoning (check all that apply)

R-2- Residential

Proposed Zoning (check all that apply)

R-2A- Residential

Site Plan and Map (please attach)

 **CONCEPT 2022-07-05 (1) (1).pdf**

What is the need for the proposed zone change?

A density and size of lots that is consistent with the surrounding area and the development (Heritage Crossing) that we are attaching to/continuing on from.

What will the public benefit be if the zone change is granted?

Affordable lots and continued look and feel of past subdivisions

How does the proposal comply with the goals and policies of the Nibley City General Plan?

This higher density was suggested within the general plan

Is there any annexation of property necessary?

No


Please explain how the anticipated use is appropriate for the surrounding area.

This higher density zone (from R2) is the same zoning as everything surrounding this ground with the exception of a small portion that touches on one corner,

What public infrastructure is in place to serve the type and intensity of the proposed use? If needed, could the infrastructure be reasonably extended, at the cost of the property owner or developer?

Public infrastructure is in place touching property boundary.

Please attach a statement from the County treasurer showing the current tax status of the property.

 **CORE - Parcel #03-017-0019 in 2024.pdf**

Signature

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me concerning this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Nibley may rescind any approval, or take any other legal or appropriate action. I understand that any cost of engineering, legal, fire, or other review incurred by the City shall be my responsibility to pay. I also acknowledge that I have reviewed the applicable sections of the Nibley City Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses.

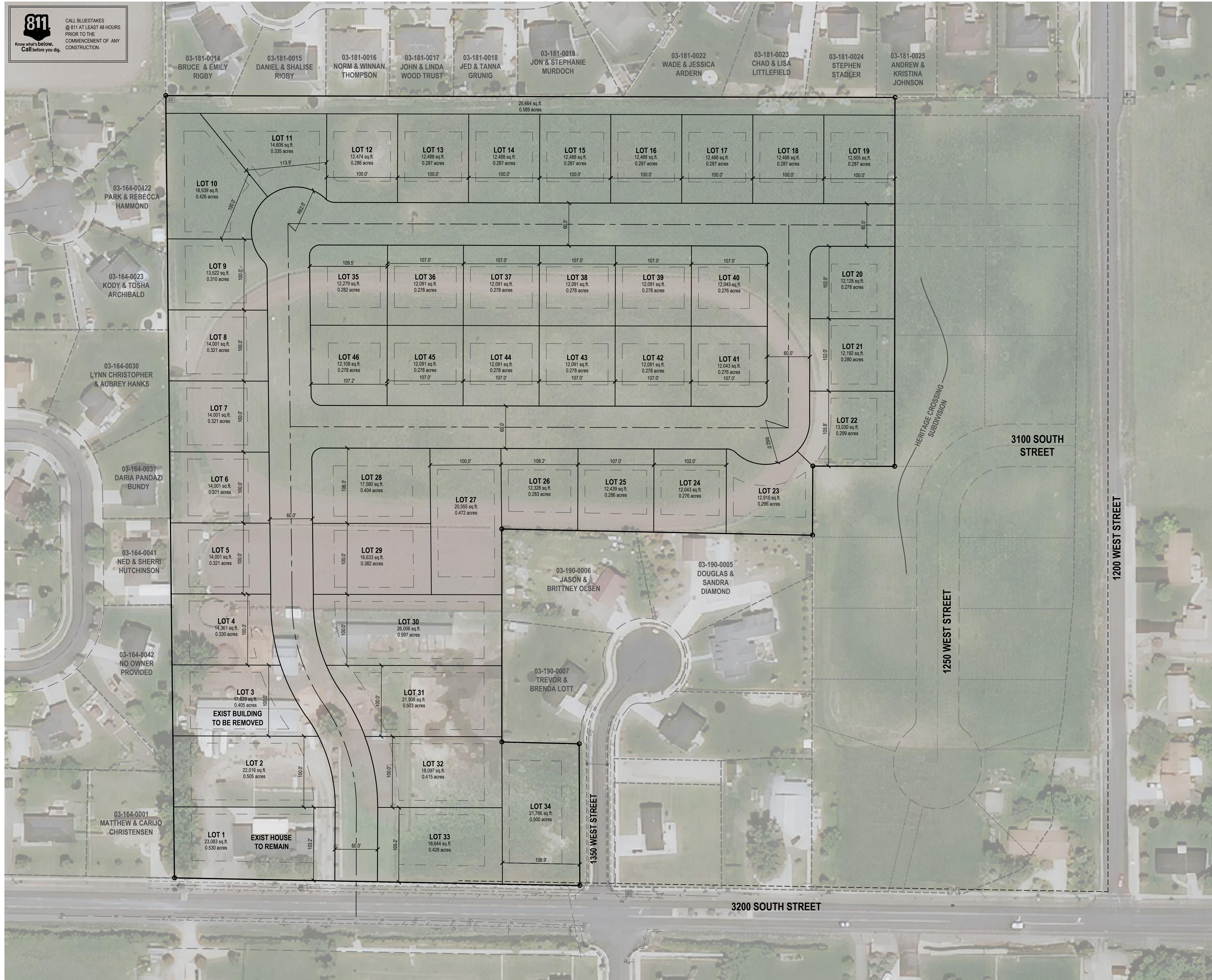
Posting. Not less than ten (10) days before the public hearing, Applicant is responsible for posting a sign in a prominent place on the property containing, in lettering that may be reasonably read by passersby, the time, date, and location of the public hearing. The posting shall not be required before the application being accepted. However, the City shall require that, not less than ten (10) days before the public hearing, the Applicant provides the City with evidence of compliance with this requirement.

With my signature, I give consent to receive service of process at the email listed on this application.

Joshua Low - 02/13/2024 2:21 pm

811

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. Call before you dig.



NOTES

- 1. 12,000 sq. ft. MINIMUM
- 2. 14,000 sq. ft. MINIMUM AVERAGE
- 3. 100' MINIMUM LOT FRONTAGE
- 4. 30' FRONT SETBACK
- 5. 25' REAR SETBACK
- 6. 10' SIDE SETBACK
- 7. 25' SIDE CORNER SETBACK

LAND USE TABLE		
LOT AREA	673,135 sq.ft.	77.6%
ROADWAY	167,914 sq.ft.	19.4%
PARCEL A	25,664 sq.ft.	3.0%
TOTAL PROJECT	866,713 sq.ft.	100%
ACREAGE	19.89 acres	
TOTAL LOTS	46	
DENSITY	2.31 UNITS/ACRE	
AVERAGE LOT AREA	14,633 sq.ft.	



LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
CLIENT
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP
CONTACT:
CLIENT CONTACT
PHONE: 801-000-0000

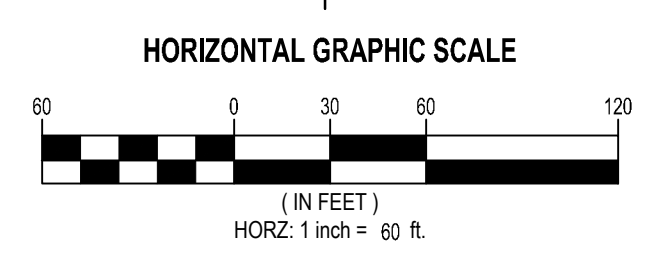
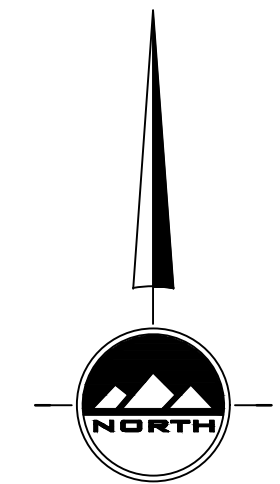
GIBBS PROPERTY

1405 WEST 3200 SOUTH
NIBLEY, UTAH

CONCEPT PLAN

PROJECT NUMBER 11745 PRINT DATE 7/5/22
DRAWN BY MELMER CHECKED BY C.PRESTON
PROJECT MANAGER T.WILLIAMS

1 OF 1



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Agenda Item #12

Description	Discussion & Consideration: Accepting a Contract to Complete Feasibility Study for Indoor Recreation.
Presenter	Chad Wright, Recreation Director
Planning Commission Recommendation	NA
Staff Recommendation	Move to accept a Contract with VCBO to Complete an Indoor Recreation Feasibility Study, with the condition that the City Attorney conduct a full legal review.
Reviewed By	City Manager, Recreation Director, City Engineer, Mayor

Background

A comprehensive RFP for an Indoor Recreation Feasibility Study was posted on January 4th 2024 and Nibley City received 8 proposals for the project. The fee for services from these proposals ranged from \$68,650 to \$334,792 and came from several qualified local and national consultants. A selection committee made up of City staff, two members of City Council, and members of the Parks and Recreation committee completed a thorough review of the proposals and selected 3 firms to interview. The selection committee created a number of questions that each of the 3 finalist firms responded to in a presentation interview format. In addition to the standard questions provided before the interview some additional questions were asked including clarifying questions specific to the merits and offerings of proposals. Project references were checked by telephone conversation and through an online reference form that rated the experience of the 3 consulting firms on a number of critical questions. Responses to the interviews were scored, strengths and relative weaknesses were identified, overall project experience was considered, and priorities in scope and the merits of their approach were evaluated in selecting VCBO as the selection committees first choice recommendation.

Nibley City Staff then met with VCBO to refine the scope and negotiate the best value for a number of project elements and deliverables. The initial base proposal from VCBO was \$92,570, however we were able to negotiate a total cost down to \$80,255 while still including the deliverables outlined in the RFP scope.

VCBO also agreed to the following:

1. **Splitting the project into a Phase 1 and Phase 2** to allow Nibley City to pay for the project over 2 fiscal years (\$48,000 this fiscal year, \$32,255 next fiscal year)
2. **Final costs for Phase 1 will be no more than \$50,000** (if Nibley City decides to add to the scope of the project)
3. **Including an exit clause:** which allows Nibley City to end the project after Phase 1 if it is determined that Phase 2 is no longer viable or necessary.
4. **Only billing for services provided**
5. **Phase 2 may be re-negotiated based on the results of Phase 1**

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Chad Wright
Recreation Director
Nibley City
455 West 3200 South
Nibley, UT 84321

Re: Nibley Recreation Center
Feasibility Study

March 5, 2024

Dear Chad,

Thank you again for the opportunity for VCBO to engage with you and Nibley City on this very important project. We want to make sure that we achieve your desire to have valid information relating to the communities needs and financial capabilities. We have attached a revised fee proposal that is broken down into two separate phases. You will note that we are also providing a reduction in our overall fee to indicate our interest in providing "Best Value" to the City.

A description of services shall be provided as follows:

Phase I

We will initially be focusing on the feasibility of a Nibley City recreation center utilizing the data previously collected from the community through surveys and public outreach. Once we are able to process this data, we will then be reaching out to the community and staff through a visioning workshop. We will then undertake developing an initial listing of programs , amenities, concept plans and operational models that will be presented in a second community outreach session to gain feedback and public interest in the proposed facility.

Phase II

We will undertake a statistically valid survey and make refinements from the data collected. We will also prepare a detailed operational model and cost estimate. A written narrative of the process, recommendations along with interior and exterior renderings, site and floor plans will be prepared. Everything will be then be summarized in a final report that will be able to be utilized moving forward into a bond initiative.

Please feel free to reach out with any additional questions that you might have.

Sincerely,



Brent Tippetts
VCBO Architecture

Phase 1:	
Information Gathering	\$20,000
Stakeholder/potential partner engagement meetings	
Survey and prior information gathering effort data review	
Site Analysis	
Market Analysis and Needs Assessment	
Community Outreach	
Visioning	\$4,000
Visioning workshop	
Community Outreach	
Assessment and concept development	\$23,000
Program and Operational Analysis	
Develop Program Recommendations	
Develop Architectural Concepts	
Community Outreach	
Reimbursable Expenses	\$1,000
Total Phase 1:	\$48,000
Phase 2:	
Finalize Cost Model	\$4,200
Operational Analysis	
Construction Cost	
Conduct a Statistically Valid Survey (scope TBD)*	\$15,130 - 18,105
Finalize Study Document	\$6,500
Finalize Concept and Associated Renderings	
Finalize Funding Models	
Reimbursable Expenses	\$500
Bond Support	\$2,950
Total Phase 2:	\$29,280 - \$32,255

* The cost and reach of the statistically valid survey will be determined as the first phase is completed.

 **AIA® Document B102® – 2017****Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services**

AGREEMENT made as of the 8th day of March in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Chad Wright
Nibley City
455 West 3200 South
Nibley, Utah 84321

and the Architect:
(Name, legal status, address and other information)

VCBO Architecture
524 South 600 East
Salt Lake City, Utah 84102

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Nibley Recreation Center – Feasibility Study

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

VCBO will provide a feasibility study in multiple phases for the city of Nibley, Utah. *See Attached Exhibit "A" for full scope of work.*

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.2.1 Provided that Owner is satisfied with the work performed by architect. Owner agrees to move forward with an amendment to this agreement for design services.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Brent Tippets
VCBO Architecture
524 South 600 East
Salt Lake City, Utah 84102
Email: btippets@vcbo.com
Telephone: (801) 575-8800

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than Two Million (\$2,000,000.00) for each occurrence and Four Million (\$4,000,000.00) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million (\$1,000,000.00) each accident, One Million (\$1,000,000.00) each employee, and One Million (\$1,000,000.00) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million (\$2,000,000.00) per claim and Four Million (\$4,000,000.00) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Chad Wright
Recreation Director, Nibley City
455 West 3200 South
Nibley, Utah 84321
Telephone: (435) 752-0431
chad@nibleycity.com

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the

Init.

Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

Init.

dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3. Consolidation or Joinder

§ 4.3.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.3 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

One year from the date of commencement of the Architect's services

Init.

One year from the date of Substantial Completion

Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

Six (6) months from the date of conclusion of Architect's services.

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Phase I: Forty-eight Thousand Dollars (\$48,000.00).

Phase II: Thirty-two Thousand Two Hundred Fifty-five Dollars (\$32,255.00).

- Architect will only bill for services provided.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling and delivery;
- .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .6 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .7 Site office expenses;
- .8 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .9 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15%) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

N/A at the time of this Agreement. Will be addressed by Amendment should a need arise.

Init.

§ 6.3 Payments to the Architect

§ 6.3.1 Progress Payments

§ 6.3.1.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Eight Percent (8%) annually

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the

Init.

completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 8.1 To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability in the aggregate, of the design professional and the design professional's officers, directors, partners, employees, agents and sub consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses costs, or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project of this Agreement from any cause or causation including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Design Professional's officers, directors, employees, agents or sub consultants, or any of them shall not exceed the sum of total fees paid to Architect by Owner for this project.

§ 8.2 To the fullest extent permitted by law, the Parties shall indemnify and hold one another and their respective officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law that are caused by the negligent acts or omissions of either Party and their employees and consultants in the performance of professional services or obligations under this Agreement.

§ 8.3 Force Majeure - Neither Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, disease, epidemics, quarantines, pandemics, acts of government, a declared state of emergency, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. If the performance by either Party of any of its obligations under this Agreement (including making a payment) is prevented by any such circumstances, then such Party shall communicate the situation to the other as soon as possible, and the Parties shall endeavor to limit the impact to the Projects. The Parties agree to mitigate risks to the Projects and personnel, and to amend the Projects period of performance and milestones if possible.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

Init.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A: Fee Proposal – Nibley Recreation Center, Feasibility Study
Exhibit B: VCBO Insurance Certificate

.3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Chad Wright
Nibley City

(Printed name and title)

ARCHITECT *(Signature)*

Brent Tippets, Principal
VCBO Architecture

(Printed name, title, and license number, if required)

Init.

Exhibit A

Chad Wright
Recreation Director
Nibley City
455 West 3200 South
Nibley, UT 84321

Re: Nibley Recreation Center
Feasibility Study

March 5, 2024

Dear Chad,

Thank you again for the opportunity for VCBO to engage with you and Nibley City on this very important project. We want to make sure that we achieve your desire to have valid information relating to the communities needs and financial capabilities. We have attached a revised fee proposal that is broken down into two separate phases. You will note that we are also providing a reduction in our overall fee to indicate our interest in providing "Best Value" to the City.

A description of services shall be provided as follows:

Phase I

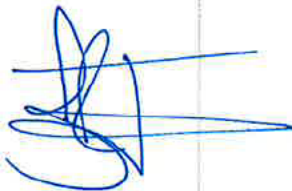
We will initially be focusing on the feasibility of a Nibley City recreation center utilizing the data previously collected from the community through surveys and public outreach. Once we are able to process this data, we will then be reaching out to the community and staff through a visioning workshop. We will then undertake developing an initial listing of programs , amenities, concept plans and operational models that will be presented in a second community outreach session to gain feedback and public interest in the proposed facility.

Phase II

We will undertake a statistically valid survey and make refinements from the data collected. We will also prepare a detailed operational model and cost estimate. A written narrative of the process, recommendations along with interior and exterior renderings, site and floor plans will be prepared. Everything will be then be summarized in a final report that will be able to be utilized moving forward into a bond initiative.

Please feel free to reach out with any additional questions that you might have.

Sincerely,



Brent Tippets
VCBO Architecture

Phase 1:	
Information Gathering	\$20,000
Stakeholder/potential partner engagement meetings	
Survey and prior information gathering effort data review	
Site Analysis	
Market Analysis and Needs Assessment	
Community Outreach	
Visioning	\$4,000
Visioning workshop	
Community Outreach	
Assessment and concept development	\$23,000
Program and Operational Analysis	
Develop Program Recommendations	
Develop Architectural Concepts	
Community Outreach	
Reimbursable Expenses	\$1,000
Total Phase 1:	\$48,000
Phase 2:	
Finalize Cost Model	\$4,200
Operational Analysis	
Construction Cost	
Conduct a Statistically Valid Survey (scope TBD)*	\$15,130 - 18,105
Finalize Study Document	\$6,500
Finalize Concept and Associated Renderings	
Finalize Funding Models	
Reimbursable Expenses	\$500
Bond Support	\$2,950
Total Phase 2:	\$29,280 - \$32,255

* The cost and reach of the statistically valid survey will be determined as the first phase is completed.

Exhibit B

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Agenda Item #13

Description	Discussion & Consideration: Resolution 24-07-- Approving a Contract (Letter of Engagement) for Legal Services for Nibley City (First Reading)
Presenter	Justin Maughan, City Manager
Planning Commission Recommendation	NA
Staff Recommendation	Move to Approve a Contract (Letter of Engagement) for Legal Services for Nibley City
Reviewed By	Mayor, City Manager, City Engineer, City Planner

Background

Nibley City Attorney Rob Patterson, has decided to go “in house” and take a full time job with another municipality in Utah. In response, staff drafted and issued a Request for Proposals. The RFP was posted on the Utah State Bar website, as well as Nibley City’s web site. In addition staff did internet searches, and emailed the RFP directly to attorneys accross the state that specialize in muncipal legal services. Nibley City recieved three responses to the RFP. Mayor, City Manager, Planner and Engineer reviewed the proposals, and interviewed all three of the firms. After the interviews, the selection committee discussed and recomends to the City Council, that the City engages Johnson and Yellowhorse for General Muncipal Legal services. This happens to be the firm that Rob Patterson was with. The reasons for selecting Johnson and Yellowhorse are: familiarity with Nibley City, personal relationships with former city attorney, who will remain engaged with the firm, (but on a limited basis), collecitive experience of other firm members, low cost compared to other firms that responded to the RFP and proven record of great service from multiple attorneys from the firm in the past.

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RESOLUTION 24-07

**A RESOLUTION SELECTING NIBLEY CITY'S ATTORNEY
AND RELATED MATTERS**

WHEREAS, Nibley City has issued a Request for Proposals for a qualified attorney or law firm to provide municipal legal services and act as general counsel to Nibley City; and

WHEREAS, Nibley City has received and considered all responses and desires to select an attorney or legal firm:

NOW, THEREFORE, be it resolved by the City Council of Nibley City, Utah, as follows:

1. The City Council hereby selects Johnson & Yellowhorse as its attorneys to act as general counsel to the City and to provide municipal legal services to the City.
2. The City Council authorizes the City Manager to execute an agreement with said law firm establishing the terms and conditions of the firm's representation of the City, with such representation to begin 14 March 2024.
3. All parts of this Resolution are severable, and if any section, clause or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause or provision shall not affect the remaining sections, clauses or provisions of this Resolution.
4. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption

PASSED BY THE NIBLEY CITY COUNCIL THIS _____ day of _____, 2024.

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

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JOHNSON & YELLOWHORSE

ATTORNEYS AT LAW

P.O. Box 831

Pleasant Grove, UTAH 84062

eric@publicprivatelaw.com

joel@publicprivatelaw.com

ERIC TODD JOHNSON
JOEL YELLOWHORSE
ROB PATTERSON of counsel
ADAM BALINSKI of counsel

CELL (801) 520-5333 (Eric)
CELL (801) 850-8209 (Joel)

March 4, 2024

Via email jm@nibleycity.com?

Nibley City
455 W. 3200 S.
Nibley, UT 84321

Re: *Engagement Agreement*

Respected City Officials:

INTRODUCTION

Our law firm represents Utah cities and towns on all municipal legal matters. It has been our privilege to provide legal services to Nibley City on civil matters for the past five years. We are pleased to continue providing legal services to Nibley on general civil matters as assigned by the City. Eric Johnson and Joel Yellowhorse will be the primary contacts and attorneys for the City's legal matters, and may be contacted by City officials and personnel as desired and needed. Rob Patterson continues to practice with us on a limited basis and other attorneys with our firm will act as support. We understand that this engagement is on an "as-needed" basis and may be terminated at any time. The effective date of this engagement agreement and the starting date for our representation of the City is March 1, 2024.

FEE SCHEDULE

1. Rates: The standard charges are \$125 per hour. These rates include all general legal matters as well as civil litigation and civil enforcement of City code, but not specialty services such as bond counsel services or criminal prosecutions. Any increase to these rates, as may happen from time to time, will be done through notice and with the City's consent. We may involve other attorneys and paralegals or clerks in our office in your matters as deemed appropriate in our sole discretion and judgment at rates equal to or lower than those set forth above.

2. Travel: We would not charge for travel time to or from Nibley, assuming no more than 1 trip per month, on average. For appointments, court appearances, and other travel outside

of trips to Nibley discussed above, we would only charge for actual time expended and if there are any travel costs, such as airfare, then we only ask to be reimbursed for actual costs. We do not charge mileage for travel inside the state of Utah.

3. Costs & Expenses: We do not charge for most out of pocket expenses, such as long-distance calls, copies, or mailing. We do not charge for anything we do in the office, such as secretarial services, stationary, postage, supplies, and equipment. The costs for which the City will be billed may include work beyond what we do in-office, such as process servers, court filing fees, regulatory fees, court reporters, electronic research, statutory witness fees, travel expenses (as described above), large copying/scanning projects by outside vendors, expert witness fees, consultants, investigators, and any other costs or fees arising from litigation.

4. Billing & Invoices: We generally bill on a monthly basis and expect clients to see that the invoice is paid in full within 30 days. The invoices will be from ETJLaw, Inc. The invoices detail the date of the billable time, the attorney billing the time, the time spent, the applicable billing rate, and the reason for the billed time/the work that was performed. All unpaid balances beyond 30 days will accrue interest at 10% per annum. It is our policy to suspend work if a client is 60 days past due in payment and to withdraw from representation if an account becomes 90 days past due.

LIENS

Legal fees and costs are secured by a lien on leases, mineral estates, water rights, real property, and personal property which are subject of or connected to the legal services provided, as provided in Utah Code § 38-2-7 and any successor section or as provided by common law.

CLIENT DUTIES

The City, though its officials, as the client, agrees to be candid with us. This is particularly important when representing a board, like the City Council, because at times the decision of the Council will not be unanimous. City officials and personnel will need to cooperate in the preparation for any administrative proceeding, trial, hearing, or any other litigation or administrative matter. City officials and personnel will need to appear on reasonable notice for meetings, court appearances, deposition, to pay our bills on time, and to comply with all reasonable requests made in connection with the preparation and presentation of these matters.

COOPERATION/COMMUNICATION

Your cooperation in getting us information and in working with us on your matters can considerably expedite the matters and help reduce attorney fees. We will generally send you copies of all correspondence and pleadings sent or received. Call us if you have any questions. We anticipate reporting to the City on a regular basis, as frequently as desired, or when events in a case require a report.

NO GUARANTEES OF OUTCOME

We have made no guarantees regarding the final outcome of your matters or about issues that may be decided by an administrative, legislative, or judicial entity prior to a final ruling. Statements that we have made or may make regarding the likely outcome or the range of possible outcomes are only our opinions based upon our experience and are not guarantees of a particular result.

SCOPE OF REPRESENTATION

The specific services for which we have been retained to represent the City are for general legal issues of the City, as assigned by City officers. Certain aspects of the services to be performed for you will involve our judgment as to technical matters, including administrative and litigation proceedings, court schedules, continuances, extensions of time, and the use of other attorneys and paralegals. These matters shall be entrusted to our judgment without the necessity of specific consultation with you.

CONFIDENTIALITY

Communications with us concerning your matters are generally privileged, confidential, and protected from disclosure under attorney-client privilege rules. This privilege is not absolute, and we may be required to reveal information under certain circumstances, including if necessary to prevent a crime or fraud. Your privilege of confidentiality can also be lost if you discuss our communications with third parties. This engagement agreement and all information regarding your retention of our firm may be shared.

Sincerely yours,
JOHNSON AND YELLOWHORSE


Eric Johnson

Accepted and agreed to on _____ (Date)

Nibley City

Title: _____

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NIBLEY CITY REQUEST FOR PROPOSALS

NIBLEY CITY GENERAL MUNICIPAL LEGAL SERVICES

Nibley City is seeking proposals from qualified attorneys or qualified legal firms to provide general municipal legal services. The deadline for submitting proposals is **February 16, 2024, at 5:00 PM**. Proposals must be formatted, addressed, and delivered as follows:

- Format: PDF format
- Delivery: By **email** as addressed below
- Address: To: Justin Maughan, City Manager
Email: jm@nibleycity.com
Subject: Municipal General Counsel Proposal

The anticipated RFP schedule is as follows:

- Request for Proposals Issued: February 5, 2024
- Submissions Accepted: Begin February 5, 2024, End February 16, 2024, at 5:00 PM
- Possible Interviews of Selected Applicants: Between February 19 and February 21, 2024
- Selection of Candidate: After interviews, if any, are complete. City Council review of contract anticipated for February 22, 2024
- Anticipated Effective Date of Contract: March 1, 2024

Late, incomplete, and improperly formatted or addressed proposals may not be accepted. The City reserves the right to waive formalities in the proposal process. The City reserves the right to accept or reject any or all of the proposals and to change the proposed RFP schedule as best serves the City's needs and convenience. A copy of this request for proposals may be found online at www.nibleycity.com. Questions regarding this proposal may be directed to Justin Maughan, Nibley City Manager, jm@nibleycity.com.

I. INTRODUCTION

Nibley City is a growing municipality located in Cache County. Nibley City is soliciting written proposals from qualified attorneys and law firms to provide efficient, experienced, and effective general municipal legal services for Nibley City. This procurement does not include prosecution services or criminal defense services. This is a qualifications and experienced-based RFP, where price or cost of services may not necessarily be the deciding factor in the selection of a proposal.

At the end of the submission period on **February 16, 2024, at 5:00 PM**, an evaluation committee will evaluate all submitted proposals. The evaluation committee may select one or more finalists for interviews by the evaluation committee or may select one proposal to be forwarded to the Nibley City Council for final approval and appointment. Upon completion of the evaluation process by the evaluation committee, the Nibley City Manager will advise the applicants of the selection and negotiate an agreement based on the submitted proposal. The Nibley City Council shall make a final decision and appointment. Questions regarding this proposal may be directed to Justin Maughan, Nibley City Manager, jm@nibleycity.com.

II. SCOPE OF WORK TO BE PROVIDED

Nibley City seeks to enter into a contract with an applicant to provide prosecution services as follows:

1. **Duration of Contract:** Nibley City anticipates entering into a contract with an attorney/firm to provide general municipal legal services on an indefinite, as-needed basis, terminable at-will by either party.
2. **General Contract Terms:** Nibley City anticipates that the contract will be for general legal services, excluding criminal prosecution and defense, with the selected attorney/firm acting as an independent contractor and not an employee of the City. The City anticipates that no benefits other than the agreed-upon fee will be provided to the selected attorney/firm.
3. **Duties and Responsibilities of Counsel:** The applicant would serve at the direction and under the general oversight of the Nibley City Mayor and Nibley City Manager in fulfilling the following duties:
 - a. Advise the Mayor, City Council, City staff, and committees on legal questions arising from or related to the conduct of City business and government operations.
 - b. Prepare, review, and/or edit proposed ordinances and resolutions.
 - c. Prepare, review, negotiate, and/or edit contracts and instruments of all types, including development agreements, PUDs, settlement agreements, bonds and assurances, deeds and easements, and real estate purchase, sale, license, and use agreements.
 - d. Prepare, review, and/or edit personnel policies and other City policies and procedures.

- e. Advise and represent the City in personnel and disciplinary actions and appeals.
- f. Advise and represent the City in land use matters, including providing staff review of proposed developments or pending and possible land use applications, and providing representation in land use appeals and variances, as requested.
- g. Represent and defend the City in civil and administrative proceedings, including enforcement of City ordinances, eminent domain proceedings, and claims against the City or its officers, as requested.
- h. Attend City meetings, including City Council and Planning Commission meetings, as requested.
- i. Maintain appropriate records and files
- j. Such other related duties as assigned by Nibley City

III. MINIMUM EXPERIENCE AND QUALIFICATIONS

Each applicant must meet the following minimum qualifications:

1. Be a member in good standing with the Utah State Bar Association
2. Have experience in providing general municipal legal services.
3. Have experience with land use matters, including requirements of the Utah State Land Use, Development and Management Act and the creation, implementation, application, and enforcement of local zoning and other land use regulations.
4. Be familiar with applicable laws, caselaw, and regulation related do local and municipal government operations, including duties, powers, and authority of municipal legislative bodies and other municipal boards and commissions, public employment law, construction and professional service contracts, and public financing;
5. Be familiar with court rules, rules of procedure, constitutional provisions and protections, ethical and professional obligations, and caselaw relevant to common municipal civil litigation, including eminent domain actions, land use appeals, nuisances, and city code enforcement.
6. Be familiar with or be willing to quickly become familiar with Nibley City ordinances and land use regulations.
7. Maintain a policy of professional liability insurance and provide proof of the same to Nibley City upon request.

IV. FORMAT AND CONTENT OF PROPOSALS

Proposals shall provide a straightforward, concise description of the applicant's capabilities to meet and carry out the requirements of this RFP. Emphasis should be on completeness and clarity of content, the experience and qualifications of the applicant, and the cost effectiveness of the proposal. All proposals shall be valid and binding for sixty (60) days following the proposal due date (February 16, 2014, at 5:00 PM) and will be part of the contract that is negotiated with the City. The information requested herein is a requirement for submitting a complete proposal. At the sole option of the City, incomplete or improperly submitted proposals may not be considered. The City reserves the right to ask for additional or clarifying information.

Format

All proposals must be formatted as follows:

1. Format: PDF
2. Length: Maximum 10 pages, inclusive of resumes, work examples, and other submissions
3. Formatting: 8 ½ by 11 pages, one inch margins; Times New Roman or Arial font, no smaller than 12-point
4. Page Numbers: Pages must be consecutively numbered

Content

All proposals must contain the following content, in the following order:

1. Cover Letter/Executive Summary: A cover letter addressed to Justin Maughan, City Manager, and signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. The cover letter must include name, address, email address and telephone number of the proposer submitting the proposal and name, title, address, telephone number and email address of the person to contact that is authorized to represent the proposer and to whom correspondence should be directed. The cover letter should also contain an executive summary of the proposal, including an introduction to the applicant and a summary of the key provisions of the Proposal. Provide a statement describing why you or the firm is qualified and able to perform the scope of work.
2. Table of Contents: A table identifying proposal contents by section and page number
3. Attorneys and Staff: A description of the applicant's qualifications, experience, and firm structure. This should include, at a minimum, the following:
 - a. Describe your office structure and location, including attorneys and staff, and identify the lead attorney or attorneys.
 - b. Summarize each attorney's background, education, and legal experience including the number of years in practice and scope of services provided.

- c. Describe your experience providing representation to municipal and other local government entities and provide a list of current government clients, including the number of years of such work and experience
 - d. Provide at least two examples of complex issues you or your firm has successfully managed and resolved for public entities.
 - e. Address how each attorney satisfies each requirement set forth in Section III. Minimum Experience and Qualifications, including how you propose to familiarize yourself with Nibley City's ordinances.
4. Proposal: A description of the applicant's proposal for performing the scope of work and the proposed contract terms. This should include, at a minimum, the following:
- a. Describe how you propose to manage the provision of services to the City. For example, would there be a lead attorney and, if so, who would that attorney be and how would other attorneys be involved, how will interns or associates be supervised, will there be a rotating number of attorneys representing the City, and how will absences or unavailability of an attorney be handled.
 - b. Fee schedule. Propose at least one method or fee schedule for the services to be rendered. A variety of fee structures may be proposed, and the City reserves the right to negotiate a final fee schedule This should address the following as needed:
 - i. Proposed retainer fee (if applicable) – describe the proposed fee, the services included in or excluded from the fee, and any proposed hourly fees for services beyond the retainer
 - ii. Proposed hourly fee (if applicable) – describe the proposed hourly rate and fee schedule for all services, including travel
 - iii. Proposed flat fee (if applicable) – describe the proposed flat fee schedule
 - iv. Describe how travel, court appointments, meetings, research, and court and witness costs will be addressed in the proposed fee schedule
 - v. Describe all out-of-pocket costs and their rates, if any, that would be billed separately from the proposed fee schedule
 - vi. Describe how fees will be billed and invoiced in the proposed fee schedule, including detail provided, frequency of billing, late fees, etc.
 - c. Describe any specific benefits, services, or contract terms that you want to have Nibley City consider providing. Nibley City anticipates that the selected attorney or firm will provide services as an independent contractor, and that the City will provide no benefits other than the agreed-upon fee as compensation.
 - d. Describe any work that would not be covered by your proposal.

- e. Provide the date you would be able to begin providing legal services to Nibley City and how you would handle the transition.
5. Conflicts of Interest: Disclose any potential conflicts of interest or other restrictions, personal or professional, you may face in your provision of services to Nibley City.
6. References: Provide contact information for three public entity clients, current or prior, so reference checks can be conducted
7. Additional Information or References: Provide any other information that you feel is relevant and helpful for the evaluation of your experience, qualifications, and proposal, including resumes, license documents, awards and accolades, or other descriptions related to the scope of work, minimum experience and qualifications, proposal, or evaluation criteria. You may use this section to address items not described by this RFP and to highlight those aspects of your service and experience that distinguish you from others.

V. EVALUATION CRITERIA

All proposals shall be evaluated using the following criteria and given a score out of 5, which will be multiplied by that factor's relative weight (indicated below as a decimal), then added with the other criteria scores for a total score out of 5. Price or cost of services will be a significant factor in evaluating proposals, but will be balanced against the other criteria:

1. (.05) Proper proposal format and content, complete and clear responses to RFP
2. (.15) Experience with land use matters, including state law requirements, development agreements and PUDs, and land use disputes
3. (.15) Experience with representing municipal bodies in non-land use matters, including powers and duties of municipal legislative bodies, municipal employment and personnel issues, and general civil litigation
4. (.15) Availability of attorneys and support staff commensurate with the level of service required by the City
5. (.15) Reputation for high-quality service, ethical conduct, sound judgment, integrity, promptness, reliability, and professionalism in relationships with Nibley City officials, officers, and employees, and other , based on references and experience
6. (.35) Costs of services, as described in the proposed fee schedule

VI. PROCESS AND GENERAL TERMS OF RFP

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Late, incomplete, and improperly formatted or addressed proposals may not be accepted. The City reserves the right to waive formalities in the proposal process. The City reserves the right to accept or reject any or all of the proposals and to change the proposed RFP schedule as best serves the City's needs and convenience.

At the end of the submission period on February 16, 2024, at 5:00 PM, an evaluation committee will evaluate all submitted proposals. The evaluation committee may reject any proposal from an applicant that does not meet the minimum experience and qualifications, may select one or more finalists for interviews by the evaluation committee or may select one proposal as the recommended proposal to be forwarded to the Nibley City Council for final approval and appointment. Upon completion of the evaluation process by the evaluation committee, the Nibley City Manager will advise the applicants of the selection and negotiate an agreement based on the submitted proposal. The agreement will define the extent of the services to be rendered, method and amount of compensation. The successful applicant agrees to enter into an agreement with the City. The City reserves the right to negotiate a final agreement that is in the best interests of the City, regardless of the terms of this RFP, which may be terminated at any time by either party. The Nibley City Council shall make a final decision and appointment and shall have the right to approve, modify, or reject any proposed contract term.

The City reserves the right to require other evidence of technical, managerial, financial, or other abilities prior to selection. Further, the City reserves the right to waive formalities in the proposal process; to accept or reject any or all proposals received as a result of this request; to request additional information concerning any proposal; to accept or negotiate modifications to any proposal; to request final and best offers; to negotiate with qualified attorneys; to interview any proposer; to cancel, in part or in its entirety, the request for proposals; or to waive any irregularities in any proposal following the proposal submission deadline date; in order to serve the best interests of the City. City also reserves the right to negotiate separately with any proposer whatsoever, in any manner necessary to serve the best interests of the City. This request for proposals does not commit the City to pay any costs incurred in the preparation of a proposal, nor will any such costs be paid by the City.

Questions regarding this proposal may be directed to Justin Maughan, Nibley City Manager, jm@nibleycity.com.

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